

# FOIA Electronic Reading Room

## Document Coversheet

**Document Description:** Contract N68936-04-D-0017

**This document has been released in its entirety.**

**Portions of this document have been excised pursuant to the Freedom of Information Act. The applicable portion(s) excised and the exemption(s) applied are below indicated.**

Exemption (b)(1) Information excised is properly and currently classified in the interest of national defense or foreign policy

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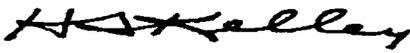
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Exemption (b)(9) Information excised is records containing geological and geophysical information (including maps) concerning wells.

Please direct inquiries regarding this document to:  
Commander (Code K0000D FOIA)  
Naval Air Warfare Center Weapons Division  
1 Administration Circle Stop 1009  
China Lake, CA 93555-6100.

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1   33		
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-04-D-0017		3. EFFECTIVE DATE 01 Mar 2004		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0010073268			
5. ISSUED BY CDR NAWCWD CODE 230000E ATTN: E. WOLOSZYNSKI (805) 989-8514 575 "I" AVE SUITE 1, BLDG 65 POINT MUGU CA 93042-5049		CODE N68936	6. ADMINISTERED BY (If other than Item 5) DCMA VAN NUYS 6230 VAN NUYS BLVD. VAN NUYS CA 91401-2713		CODE S0512A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) EVOLVING RESOURCES INC MARCOS LIU 80 WOOD ROAD, SUITE 200 CAMARILLO CA 93010			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Net 30		
CODE 01FJ2		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM			
11. SHIP TO/MARK FOR  <b>SEE SCHEDULE</b>		CODE	12. PAYMENT WILL BE MADE BY DFAS - CLEVELAND CENTER & OPOCS SAN DIEGO 4181 RUFFIN ROAD SAN DIEGO CA 92123-1819		CODE N68688		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			14. ACCOUNTING AND APPROPRIATION DATA				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					<b>\$2,232,476.81</b>		
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/ CONTRACT FORM	2	X	I	CONTRACT CLAUSES	26
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	6	X	J	LIST OF ATTACHMENTS	33
X	D	PACKAGING AND MARKING	15	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	16		K	REPRESENTATIONS, CERTIFICATIONS AND	
X	F	DELIVERIES OR PERFORMANCE	17			OTHER STATEMENTS OF OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	18		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	21		M	EVALUATION FACTORS FOR AWARD	
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N68936-04-R-0004 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.				
19A. NAME AND TITLE OF SIGNER (Type or print)			20A. NAME AND TITLE OF CONTRACTING OFFICER HENRY G KELLEY / PROCUREMENT CONTRACTING OFFICE				
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		20C. DATE SIGNED 26-Feb-2004		

SECTION A Solicitation/Contract Form

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

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POINT MUGU, CA 93042-5049

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Engineering and Technical Support CPFF - For Conventional Strike Weapons -- The contractor shall furnish services and materials in accordance with Section C, Statement of Work (Attachment 1) and with delivery/task orders to be issued hereunder during the performance period of the contract. PURCHASE REQUEST NUMBER 0010073268		Each		

MAX COST  
FIXED FEE  
TOTAL MAX COST + FEE

[ b (4) ]  
\$2,232,476.81

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Contract Data Requirements List (CDRL) Form 1423 CPFF - Exhibit A				

CLAUSES INCORPORATED BY FULL TEXT

**B.6A – PAYMENT OF FIXED FEE:**

Subject to the withholding provisions of the clause at FAR 52.216-22, Fixed Fee, the fixed fee specified shall be paid at the rate of [ b (4) ] of total costs less FCCM (if applicable). The percentage of fee applicable to task orders will be the same fee rate established in the basic contract.

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (SEP 1999)

(a) The level of effort estimated to be ordered during the term of this contract is 43,000 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:

Program Manager	2,000	2,000	2,000	
Tech Writer/Editor	2000	2000	2000	
Comp Programmer/Analyst	1000	1000	1000	
Config. Mgmt. Spec. Senior	2000	2000	2000	
Config. Mgmt. Spec. Senior	2000	2000	2000	
Config. Mgmt Spec. Journeyman	2,000	2,000	1,000	
Config Mgmt Spec. Staff	2,000	2,000	2,000	
Management Analyst	<u>2,000</u>	<u>2,000</u>	<u>1,000</u>	
<b>Total direct labor</b>	<b>15,000</b>	<b>15,000</b>	<b>13,000</b>	<b>43,000</b>

(b) Either FAR Clause 52.232-20, "Limitation of Cost" or FAR Clause 52.232-22, "Limitation of Funds", depending upon whether the order is fully funded, applies independently to each order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

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

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

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

(d) Completion Form Task Orders.

(1) An estimated 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) can not be completed within the estimated cost, the Government will require more effort without increase in fee, 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 underrun, 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. Any such upward adjustment shall be prospective only, i.e., will

apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the Contracting Officer. 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 underrun, 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 understand does not supersede or change subsection (e)(1) above, whereby the contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

## SECTION C Descriptions and Specifications

**STATEMENT OF WORK  
FOR TECHNICAL SUPPORT SERVICES  
IN SUPPORT OF  
OF THE  
NAVAL AIR WARFARE CENTER, WEAPONS DIVISIONS**

**1.0 INTRODUCTION.** The CONVENTIONAL STRIKE WEAPONS OFFICE (CSWO) IPT of the Engineering Competency is responsible for providing engineering technical support services for Conventional Strike Weapons (CSW) under the cognizance of PMA-201 PEO (W).

**1.1 SCOPE.** When ordered by Task Orders, the contractor shall provide support in various aspects of Program Management within the auspices of the CSWO, including administrative, technical and programmatic services, logistics and configuration control support. The term "Systems" shall hereinafter refer to the weapons, components, and associated training and testing equipment.

**2.0 APPLICABLE DOCUMENTS.** The contractor will be provided CSW Systems technical documentation applicable to the tasks that will be ordered. This technical documentation may include, but shall not be limited to, such documents as:

**2.1 Specifications, Standards, and Handbooks.**

MIL-STD-973	Configuration Management, dated Apr 92
MIL-STD-100	Engineering Drawing Practices, dated 9 Jun 97
MIL-STD-1661	Mark and Mod Nomenclature System, dated 1 Aug 78
MIL-DTL-31000	Technical Data Packages, General Specification for, dated 10 Aug 90
MIL-HDBK-61	Military Handbook Configuration Management Guide, dated 7 Feb 2001
MIL-HDBK-1812	Type Designation, Assignment and Method for Obtaining, dated 14 February 97
EIA/IS-649	National Consensus Standard for Configuration Management, dated Aug 95

**2.2 Other Government Documents, Drawings, and Publications.**

SECNAVINST 4130.2	Department of the Navy Configuration Management Policy dated 11 May 87
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NAVAIRINST 00-25-300	Management and Procedures Manual, Naval Air Systems Command Technical Directives System dated 1 Sep 96
NAVAIRINST 4130.1	Configuration Management Manual dated 31 Jan 92
NAVAIRINST 4275.3	Configuration Control dated 17 Sep 85
COMPMTCINST 5420.16	Configuration Change Review and Control at the Pacific Missile Test Center dated 16 May 1985
DOD 5000.2, PRT 9	Configuration Management 23 Feb 91

### **3.0 REQUIREMENTS.**

#### **3.1 Program Management Support.**

3.1.1 The contractor shall review and analyze commodity production baseline data, such as Forms 45 and 38, P40's, world wide inventory, planning documents, and input the data into the Government baseline database, Bombs Web Site, and provide monthly production baseline reports for each CSW System commodity. The contractor shall conduct research and analysis of baseline data inventory levels, and projected requirements to develop future plans and recommendations for each commodity. The contractor shall input the data into the CSW baselines database, production schedule database and provide various production reports, baseline reports and CAIMS reports for the various CSW commodities. The contractor shall prepare and provide recommendations and the source data with rationale to justify recommendations and plans. The contractor must have access to the CAMAIR Local Area Network (LAN), Internet, and the CSW Baselines Web. The contractor shall be provided access to Forms 45 and 38, P40's, world wide inventory, planning documents, and other Government data through the CAMAIR LAN, LEDS, SMCA Web site, CSW Baselines Web site and other sites deemed necessary. IAW CDRL A001 and A002.

3.1.2 The contractor shall provide database and programming support for the CSW baseline database efforts, i.e., supporting new requirements, regular code updates and enhancements. IAW CDRL A001.

3.1.3. The contractor shall prepare and analyze CSW project data such as Task Breakdown Structures (TBS), Task Work Plans (TWPs), ERP Project Structures and review supporting data for accuracy and completeness; provide a report of findings with recommendations and supporting rationale, for the preparation or improvement of task plans, project plans, program plans, task/program summaries, affordable readiness initiatives, and plans of action and milestones. The contractor shall modify the TBSs, TWPs, and ERP Project Structures after Government approval of the recommendations. IAW CDRL A001 and A006.

3.1.4. The contractor shall review and analyze for completeness, technical accuracy and format, Government and contractor generated data relating to CSW programs. Compare data to Navy directives, procedures, and specifications for completeness, accuracy,

and format as identified. The contractor shall provide recommendations to correct deficiencies for CSW programs. The contractor shall prepare draft plans, milestones and schedules to comply with program requirements. The contractor shall monitor the progress of these reports and as changes occur, provide updates. IAW CDRL A001 and A006 .

3.1.5. The contractor shall attend and participate in Government and Government-endorsed industry committee meetings and working groups, which address Government/industry, documents regulating technical data and associated TDPs. The contractor shall document and provide committee proceedings, as related to TDP acquisition, including standard contract clauses, quality standards, management, quality assurance, validation, and verification. The contractor shall evaluate and provide trends and policies of documentation development and revision providing assessment of impact upon 2E/2T systems and recommended actions as required. IAW CDRL A001/A003/A006.

3.1.6. The contractor shall review existing and revised drafts of regulatory documentation, drawings, work-flow diagrams, acquisition reform and improvement projects including configuration and data management processes action item progress reports and task tracking status reports to identify deficiencies or requirements for improvement to accommodate 2E/2T commodity standards and verification methodology. For all working group documentation, provide review comments to the Navy technical representative. The contractor shall review comments submitted by other industry and Government activities to provide approval/disapproval recommendations with supporting comments to the Navy technical representative. The reports of these reviews shall identify deficiencies or required improvements with recommended revisions and the associated justification. IAW CDRL A001/A003.

3.1.7. The contractor shall attend technical working groups for Conventional Strike Weapons. The contractor shall research and provide data or prepare reports to be used at the working groups. The contractor shall provide minutes of the working group meetings to include items and issues discussed, action taken to resolve issues, and action item status. IAW CDRL A001/A005.

3.1.8. The contractor shall compose, layout, edit, and prepare presentation materials to be used for briefings, meetings and video teleconferencing presentations from government provided data or rough drafts. The contractor shall be required to integrate text and graphics. IAW CDRL A004

3.1.9. The contractor shall attend technical reviews and meetings such as engineering reviews, pre-award surveys, post award conferences, first article tests, and other reviews and meetings when scheduled by the Government to gather data for the generation of source data required for the performance of this Statement of Work. The contractor shall provide documented results of all technical reviews and meetings. The contractor shall provide conclusions and recommendations based on evaluation of the data acquired. The contractor shall provide a report documenting minutes and results of each review and meeting. The report shall include all documentation provided at the meeting, issues, and action items. The contractor shall provide the report in hard copy and through electronic mail. The contractor may be required to host any of these meetings. IAW CDRL A003

3.1.10. The contractor shall prepare agendas for and attend Technical Working Group meetings, Coordination meetings, Integrated Process Team meetings, and other

meetings to gather data, prepare and distribute minutes, and review open action items. IAW CDRL A003/A005

3.1.11. The contractor shall provide weekly and monthly progress reports detailing all progress of programs and projects for submittal to program or project sponsors. Information for the preparation of each report shall be obtained from Government personnel. The contractor shall identify any problems encountered and identify future problems if known. IAW CDRL A007.

3.1.12. The contractor shall prepare for scanning and/or scan approved program office documentation, engineering and logistics changes and documentation for archiving into the Library of Electronic Data (LED), Bombs Web Page, or onto compact disc's for storage and retrieval. The contractor shall prepare and deliver, to the TA, a list of all documentation prepared and scanned. IAW CDRL A001.

**3.2 Logistics.** The contractor shall perform Systems level logistics support.

3.2.1. The contractor shall review drawing configuration changes, Engineering Change Proposals (ECPs) and Notices of Revisions (NORs) for impact to Logistics. The contractor shall provide recommendations for correction with supporting rationale. IAW CDRL A001.

3.2.2. The contractor shall perform Engineering Investigations and/or continuous failure mode analysis on ordnance component failures or gather data on ordnance component failures. Components to be investigated may include bombs, bomb fins, fuzes, arming wires, bomb lugs, and loading procedures. The contractor shall provide a report of the investigation to include location, commodity, circumstances, and with recommended solutions and supporting rationale. IAW CDRL A001.

3.2.3. The contractor shall review changes to Maintenance Manuals and Ordnance Procedures to identify design related problems and identify deficiencies. The contractor shall provide recommendations for deficiency resolution with supporting rationale. IAW CDRL A001/A002.

3.2.4. The contractor shall prepare or generate source data for Technical Directives using NAVAIRINST 00-25-300 as guidance. The directives may include AWBs, AWCs, RACs, and IRACs. Interpretation of the Technical Directives to the Fleet may be required. IAW CDRL A001.

3.2.5. The contractor shall perform logistics support process reviews and recommendations for the installation, modification, operation, and maintenance of the systems. IAW CDRL A001/A003.

3.2.6. The contractor shall support Government Technical Working Group (TWG) meetings and program reviews chaired by the Navy Technical Assistants (TAs) by providing technical expertise and consultations. The contractor shall collect system deficiencies at the TWGs and program reviews, analyze the information, and generate technical reports with

recommendations for corrective actions, including supporting rationale for conclusions. IAW CDRL A001/A003.

3.2.7. The contractor shall evaluate and review various types of Government-Furnished Information (GFI) technical source data pertaining to NAWCWPNS assigned CSW Systems for technical accuracy and adequacy. The GFI source data to be reviewed may consist of engineering drawings, Engineering Change Proposals (ECPs), technical data packages (TDPs), maintenance plans, logistics support plans, Technical Publications Deficiency Reports (TPDRs), Interim Manual Change Releases (IMCRs), and Interim Rapid Action Changes (IRACs). The contractor shall prepare technical reports that include recommendations for change or revision to System technical manuals, including supporting rationale for recommendations. IAW CDRL A001.

3.2.8. The contractor shall review maintenance data contained in CSW Systems technical manuals, ECPs, and other GFI source data for compliance to system requirements. The contractor shall document discrepancies and prepare technical reports with recommendations for corrective actions, including supporting rationale for conclusions. IAW CDRL A001.

### **3.3 Engineering Support.**

3.3.1. The contractor shall provide source data for instructions and guidelines to be used during engineering reviews, pre-award surveys, post-award surveys, first article tests, and other technical meetings. Data to be reviewed for source data generation shall include technical data packages and contract data deliverables for commodities to be put into production, currently in production or in litigation. IAW CDRL A001

3.3.2. The contractor shall review acceptance criteria relating to manufacturing processes, methods, and technologies used in the production of Conventional Strike Weapons to ensure all requirements are listed. The contractor shall provide a report listing all acceptance criteria and shall document issues and sources of problems and provide reports delineating recommended solutions. Acceptance criteria to be analyzed may be from technical data packages or prime contractor generated. IAW CDRL A001.

3.3.3. The contractor shall collect, edit, and format source data for Engineering Change Proposals (ECPs), Requests for Deviations (RFDs), and Requests for Waivers (RFWs) to determine the impact to Strike Weapons production. The contractor shall review the source data and provide a report delineating issues, problems, and discrepancies. The report shall address, as a minimum, impact to physical/performance characteristics and properties and tolerances impacts. The contractor shall provide recommendations for resolution of all issues, problems, and discrepancies with rationale for all recommendations. IAW CDRL A001.

3.3.4. The contractor shall compare Government-provided ECPs and Notices of Revision (NORs) against modified drawings to ensure that changes to drawings have been accurately incorporated. The contractor shall provide a report of the discrepancies revealed and recommendations to be implemented. IAW CDRL A001/A009

3.3.5. The contractor shall review Government-furnished Engineering Change Proposals (ECPs) and Deviations/Waivers (D/W) to ensure accuracy and completeness in

accordance with MIL-STD-973. The contractor shall provide a report documenting problems and recommendations for correction with supporting rationale. IAW CDRL A001/A008

3.3.6. The contractor shall review and analyze failure performance and engineering investigation data, incoming acceptance inspection data, periodic maintenance data, and functional (I-Level) test data to ensure conformance to specifications. The contractor shall provide a report summarizing the findings of the investigations and provide recommended solutions for specification conformance with supporting rationale for the recommendations. IAW CDRL A001.

3.3.7. The contractor shall review Government-furnished engineering data and prepare analysis reports in areas of design tradeoffs, standardization, level-of-repair, fit/function/interface, compatibility, structural/stress, metallurgical, failure modes and effects, reliability/availability, electromagnetic interference/compatibility, and safety for engineering accuracy and completeness. The contractor shall provide a report identifying deficiencies found during the reviews and provide recommended solutions for the problems found with supporting rationale for the recommendations. IAW CDRL A001.

3.3.8. The contractor shall design, construct, and modify prototype hardware, specialized fixtures, brackets, or assemblies to support testing, production, or product improvement programs for CSW equipment. Prototype hardware will be used to demonstrate soundness of proposed engineering changes as part of product improvement programs. The contractor shall provide reports detailing technical analysis of efforts. IAW CDRL A001.

### **3.4 Configuration Control.**

3.4.1. The contractor shall review selected Technical Data Packages (TDPs) using established Government top-down breakdown procedures to verify and validate completeness. The contractor shall prepare and process problem and discrepancy reports in accordance with MIL-STD-973, MIL-T-31000, and the System peculiar Internal Configuration Control Procedures (ICCP's). IAW CDRL A001.

3.4.2. The contractor shall define and maintain, from source data, product life-cycle baselines in accordance with MIL-STD-973, when an approved engineering change is received from the Government. The contractor shall assemble source data provided by the Government, which may be in the form of aperture cards of engineering drawings or hard copy prints of specifications, in accordance with the requirements of the System peculiar ICCP's. The contractor shall validate and verify baseline listings in accordance with the CADMSS Users Manual. The contractor shall maintain applicable supporting documentation, including CM plans, specifications, engineering drawings and associated lists, logic diagrams, flow charts, interface control documents, nomenclatures, and minutes of technical review and configuration audits. IAW CDRL A001/A003/A004

3.4.3. The contractor shall prepare and/or review ECPs and NORs in accordance with the requirements of Section 5.4 of MIL-STD-973, SECNAVINST 4130.2, NAVAIRINST 4130.1, NAVAIRINST 4275.3, COMPMTCINST 5420.16, DOD 5000.2, EIA/IS-649 and the System peculiar ICCP's. The contractor shall prepare the ECPs and NORs from both rough drafts and engineering source data. IAW CDRL A002/A008/A009.

3.4.4. The contractor shall schedule ECPs and RFDs/RFWs for review by the Configuration Control Board (CCB) and process Class I ECPs and major RFDs/RFWs through the Change Review Board (CRB) in accordance with the System peculiar ICCP's. The contractor shall coordinate, prepare, and distribute the CCB Agenda. The contractor shall prepare and deliver to the TA rough-draft minutes from each CCB, itemizing review comments and recommended disposition of each engineering change considered by the CCB. The contractor shall utilizing the Library of Electronic Data (LEDS) and the Configuration Management System (CMS) on-line systems review, update track and deliver an ECP Status Report to the TA. IAW CDRL A001/A002/A003/A008.

3.4.5. The contractor shall prepare all paperwork necessary to request new nomenclature assignments in accordance with MIL-STD-1812/MIL-STD-1661 also utilizing the H-6 Series for Approved Item Names and the ICCP. The contractor shall prepare all paperwork necessary to request Naval Ammunition Logistics Code (NALC)/Department of Defense Identification Code (DODIC) assignments for old/new configuration items in accordance with NAVSUP P-724 and the ICCP. IAW CDRL A001/A002.

3.4.6. The contractor shall prepare and submit Status Accounting Reports for all configuration actions for each system for which work is in progress using the Internal Database Tracking System (IDTS), LEDS and CMS in accordance with MIL-STD-973 and the System peculiar ICCP's. IAW CDRL A001.

3.4.7. The contractor shall attend all Physical Configuration Audits (PCAs) when scheduled by the Government. The contractor shall ensure the TDP drawings accurately reflect design changes. The contractor shall annotate design changes on the TDP drawings and prepare audit Discrepancy Reports (DRs) explaining discrepancies noted during the audit and recommend possible alternative corrective actions in accordance with MIL-STD-1521. IAW CDRL A001.

3.4.8. The contractor shall prepare Standard Distribution documentation, scan engineering documentation, log/track Engineering Data Requests, and log/track Configuration Management requests in accordance with the system peculiar ICCP's. IAW CDRL A001.

3.4.9 The contractor shall prepare for scanning and/or scan approved engineering changes for archiving into the Library Electronic Data System (LEDS). The contractor shall prepare and deliver, to the TA, a list of all documentation prepared and scanned. IAW CDRL A001.

3.4.10 The contractor shall assemble and perform HTML coding for procurement data (hardcopy/electronic) archiving by up-loading/linking Bombs CM/DM LEDS Web Page, Contracts/Solicitations/Modifications/Fuze correspondence and procurement sections. IAW CDRL A001.

**3.5 Program Status Reports.** The contractor shall provide weekly and monthly cost summary and progress report detailing all costs and progress of all tasks performed during the performance of each Delivery Order. The contractor shall identify any problems encountered and identify future problems if known. IAW CDRL A007.

#### **4.0 REPORTS, DATA, AND OTHER DELIVERABLES.**

**4.1** The contractor shall deliver data in accordance with the delivery schedule and frequency of reporting specified in the attached Contract Data Requirements Lists (CDRLs), DD-1423, and the accompanying Data Item Descriptions (DIDs), DD Form 1664. The following reports are required:

- a. Technical Report - Study Services (CDRL A001).
- b. Revisions to Existing Government Documents (CDRL A002).
- c. Conference Minutes (CDRL A003)
- d. Presentation Material (CDRL A004)
- e. Conference Agenda (CDRL A005)
- f. Program Progress Report (CDRL A006)
- g. contractor's Progress, Status, and Management Report (CDRL A007)
- h. Engineering Change Proposal (CDRL A008)
- i. Notice of Revision (NOR) (CDRL A009)

## **5.0 SPECIAL CONSIDERATIONS.**

**5.1 Security.** The contractor will require access to classified material up to and including the SECRET level in the performance of this contract. The contractor may be required to travel to various Government or contractor facilities during the performance of this contract. The contractor may require access to classified Government or contractor facilities.

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

**5.3 Access to Government-Furnished Property (GFP).** The contractor will be provided GFP to support specific task requirements covered in individual Delivery Orders. The Contractor is responsible for the control of all designated Government furnished Property (GFP). Contractor shall ensure that all equipment is maintained in good working condition. It is the Contractor's responsibility to notify the Task Order Manager of maintenance requirements for all GFP. All GFP and all property acquired by the Contractor in support of the contract shall be returned to the Government upon completion of the contract via a DD-1149.

**5.4 Government-Furnished Equipment (GFE).** The contractor will be provided GFE to support specific task requirements covered in individual Delivery Orders.

**5.5 Travel.** The contractor may be required to perform non-local travel to support the tasking defined in this SOW and the individual Task Orders. The contractor shall obtain approval in writing for all non-local travel prior to start of travel from the NAWCWPNS Task Order manager and the COR. The contractor may be required to perform local travel between contractor's facility and NAWCWPNS, Point Mugu, CA.

**5.6 Training.** The contractor may be required to attend training courses to support the tasking defined in this SOW and the individual Task Orders. The contractor shall obtain approval in writing for all training prior to start of training from the NAWCWPNS Delivery Order manager and the COR.

**5.7 Other Considerations.** The contractor may be required to work on-site at Government facilities and may be required to work at or travel to weapons magazine areas, flight-line ramps, aircraft spots, and weapon ready-service areas. If the Delivery Order requires work on-site, the Government will provide equipment necessary for performance. The contractor may be required to travel to various Naval Air Station (NAS) and Marine Corps Air Station (MCAS) activities, and Atlantic and Pacific Missile Ranges for the purpose of evaluating and inspecting CSW systems/equipment that have malfunctioned.

**5.8 Period of Performance.** The period of performance shall be from 1 March 2004 through 28 February 2007.

**5.9 Contracting Officer's Representative (COR).** The Contracting Officer's Representative will be Chuck Diacano Code 47V900E, (805) 484-6505, fax (805) 484-6553.

SECTION D Packaging and Marking

CLAUSES INCORPORATED BY REFERENCE:

52.246-5      Inspection Of Services Cost-Reimbursement      APR 1984

CLAUSES INCORPORATED BY FULL TEXT

**5252.247-9507    PACKAGING AND MARKING OF REPORTS (SEP 1999)**

(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 5220.22M.

(b) The contractor shall promptly 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, code and activity of sponsoring individual.

**D-TXT-04      CLASSIFIED MATTER (APR 2002)**

Classified matter, if applicable, will be packed and shipped in accordance with transmission instructions contained in the National Industrial Security Program Operating Manual (NISPOM) and the DD Form 254 attached to this contract.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I

APR 1984

CLAUSES INCORPORATED BY FULL TEXT

**5252.232-9521 PAYMENT INQUIRIES (NAVAIR) (AUG 1998)**

Inquiries regarding payment should be referred to: the DFAS Vendor Pay Inquiry System (VPIS) at <http://www.dfas.mil/money/vendor/>. Payment information can be traced using the contract number, check number, CAGE code, DUNS number, or invoice number. The information is available for 90 days after payment is made.

**E-TXT-04 INSPECTION AND ACCEPTANCE (DESTINATION) (APR 2002)**

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

## SECTION F Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
F-TXT-08	Shipping Instructions (Point Mugu)	MAR 2003

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The contract shall commence on 1 Mar 2004 and shall continue through 28 Feb 2007. However, the period of performance may be extended in accordance with the option provisions contained herein.

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

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

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is \$100,000.00; the maximum quantity is \$2.8 million.

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

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



\*\* is not required

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

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

**5252.232-9510 PAYMENT OF FIXED FEE (AUG 2003)**

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than bi-weekly based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled "Level of Effort" or the dollars per hour (based on the fixed fee divided by the level of effort in hours) if a level of effort contract. 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.

**5252.232-9521 PAYMENT INQUIRIES (NAVAIR) (AUG 1998)**

Inquiries regarding payment should be referred to: the DFAS Vendor Pay Inquiry System (VPIS) at <http://www.dfas.mil/money/vendor/>. Payment information can be traced using the contract number, check number, CAGE code, DUNS number, or invoice number. The information is available for 90 days after payment is made.

**5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR) (MAY 1998)**

(a) Contract Administration Office.

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

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: N/A

(3) The Accounting Classification Reference Numbers (ACRN) assigned by the Naval Air Systems Command shall be used in applicable contract modifications or orders or modifications thereto issued by the cognizant contract administration office. If no ACRN is assigned by Naval Air Systems Command, the contract administration office may assign a two-position ACRN that can be either alpha-numeric (A1 through B9 and continuing, if necessary through Z9, excluding the letters "I" and "O") or alpha (AA through ZZ, excluding the letters "I" and "O"), (see DFARS 204.7101).

(4) The cognizant contract administration office shall distribute to the U.S. Navy International Logistics Control Office (NAVILCO) (Code 20), 700 Robbins Avenue, Philadelphia, Pennsylvania 19111, a copy of any report or document which indicates an anticipated or actual delay in the delivery of supplies or services called for under the Navy International Logistics Program (ILP) Foreign Military Sales (FMS) (or Military Assistance Program (MAP)) Item(s) identified in Section B, if any. Copies of reports or documents distributed to NAVILCO shall include the applicable Item number, the FMS Case identifier and FMS country (or MAP record Control/Program Directive number identifier) and the requisition number and shall be in addition to any other distribution required by this contract or directives applicable to the cognizant contract administration office.

(b) PCO Quality Assurance Representative. Any quality assurance questions, comments, problems, recommendations, etc., which cannot be resolved at the Administrative Contracting Officer (ACO) Quality

Assurance Representative (QAR) level should be communicated to the Procuring Contracting Officer (PCO) QAR designated below:

H.G. Kelley (Code 254300E/Bldg. 65)

575 "I" Ave., Suite 1

Point Mugu, CA 93042-5049

(c) Paying Office. The disbursing office which will make payments is designated as follows:

See SF-26 – Block 12

(d) Remittance Address. The address to which payments should be mailed by the Government is:

ERI

80 Woods Rd, Ste 200

Camarillo, CA 93010

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

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

I World Trade Center, #622

Long Beach, CA 90831-0622

(562) 435-3802

P.O.C.: John Whitecotton, Deputy Field Director

E-mail: [john.whitecotton@mail.dss.mil](mailto:john.whitecotton@mail.dss.mil)

## SECTION H Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

**5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (OCT 1994)**

(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, then such holiday shall be observed by the assigned Government employees at the using activity.

**5252.216-9500 UNILATERAL UNPRICED DELIVERY/TASK ORDERS (NOV 1999)**

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

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

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

**5252.216-9502 ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS) (MAR 1999)**

Upon determination that funds are available, oral orders may be placed providing the following are complied with:

(a) No oral order will exceed \$10,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(b) Contractor will furnish with each shipment a delivery ticket, showing: contract number, order number under the contract; date order was placed, name and title of person placing order; an itemized listing of supplies or services furnished; unit price and extension of each item; and, delivery or performance date.

(c) Invoices for supplies or services furnished in response to oral orders will be accompanied with proof of delivery or receipt.

(d) Ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the contractor.

(e) Written confirmation of oral orders will be issued as a means of documenting the oral order within 2 working days or oral orders will be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

**5252.216-9534 TASK ORDERS PROCEDURES (SEP 1999)**

(a) The following activity(ies) or individual(s) is/are designated as Ordering Officer(s):  
NAWCWD, Point Mugu, CA.

The above activity(ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but a Termination for Convenience or Termination for Default may 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 \$[insert dollar threshold], 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 paragraph (c) of FAR Clause 52.232-22, "Limitation of Funds" are applicable to individual task orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task order will include fee in the same manner as established in the basic task order.

(f) Oral Orders. Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written task order within 10 working days of the oral order.

(g) Modifications. Modifications to orders shall be issued using a Standard Form 30 and shall include the information set forth in paragraph (c) above, as applicable. Orders may be modified orally by the Ordering Officer in emergency circumstances. (Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within 10 working days from the time of the oral communication amending the order.)

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

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

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

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

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

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

#### **5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (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:

Mr. H.G. Kelley  
(805) 989-1943

**H-TXT-02 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (APR 2002)**

(a) The Contracting Officer has designated:

NAME \*Charles D. Diacono

CODE \* 47H900E

MAIL ADDRESS \* Naval Air Warfare Center  
248 Stinson Bld 248 Rm 107  
Camarillo, CA 93010  
ATTN: Chuck Diacono, Code 47H900E

TELEPHONE NO. \* (805) 484-6505

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

(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.

**H-TXT-03 DESIGNATION OF GOVERNMENT TECHNICAL ASSISTANT (APR 2002)**

(a) The Contracting Officer hereby designates the following as Technical Assistant for this contract:

NAME: \*

CODE: \* SEE INDIVIDUAL TASK ORDERS

MAIL ADDRESS: \*

\*

TELEPHONE NO.: \*

(b) The above person is responsible for monitoring the technical performance and progress of this contract and should be contacted regarding 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.

(c) When, in the opinion of the Contractor, the technical assistant or any other Government representative requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing.

(d) On all problems that pertain to contract terms and conditions, the Contractor shall contact the Contracting Officer.

**H-TXT-06      GOVERNMENT FURNISHED PROPERTY (APR 2002)**

The Government will furnish to the Contractor for use in the performance of this contract on a rent-free basis the Government-owned property listed in an attachment to this contract, subject to the provisions of the Government Property Clause of the Contract Clauses.

## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
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	JUL 1995
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	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.207-3	Right of First Refusal of Employment	NOV 1991
52.207-5	Option To Purchase Equipment	FEB 1995
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-8	Fixed Fee	MAR 1997
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-11	Special 8(A) Contract Conditions	FEB 1990
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-17	Section 8(A) Award	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
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	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-47	Service Contract Act (SCA) Minimum Wages And Fringe Benefits	MAY 1989
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2003
52.227-1	Authorization and Consent	JUL 1995

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment Of Claims (Jan 1986) Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-25 Alt I	Prompt Payment (Feb 2002) Alternate I	FEB 2002
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
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Property Records	APR 1984
52.245-5 Dev	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	JAN 1986
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003

252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

#### **52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)**

##### (a) Invoicing.

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

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

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

##### (b) Reimbursing costs.

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

(d) Final indirect cost rates.

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

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

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

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

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

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

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

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

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

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

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

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

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

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

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

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

(1) Shall be the anticipated final rates; and

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

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

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

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

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

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

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

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

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

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

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

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

#### **52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 Mar 2004 through 28 Feb 2007.

(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 **50** hours, 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 contract value;

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

(3) A series of orders from the same ordering office within 1 day 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.

**52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

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

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

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

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

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

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

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

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

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

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

**52.222-42 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
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**52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)**

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

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.21908, Utilization of Small Business Concerns (Oct 200) (15 U.S.C.637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29U.S.C. 793).
  - (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**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): [www.arnet.gov/far/](http://www.arnet.gov/far/) or [www.farsite.hill.af.mil/](http://www.farsite.hill.af.mil/)

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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

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

U.S. Small Business Administration  
Los Angeles District Office  
330 North Brand Blvd., Suite 1200  
Glendale, CA 91203

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

- (c) The 8(a) Contractor agrees that-
  - (1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and
  - (2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

SECTION J List of Documents, Exhibits and Other Attachments

Section J Table Of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRL's	9	OCT-28-2003
Attachment 1	DD254	28	OCT-28-2003
Attachment 2	Wage Determination	11	OCT-28-2003





# 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 the burden, to 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.

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

A. CONTRACT LINE ITEM NO.	B. EXHIBIT A	C. CATEGORY TDP _____ TM _____ OTHER <u>ADMN</u>
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D. SYSTEM/ITEM CSW ENGINEERING SUPPORT SERVICES	E. CONTRACT/PR NO. RFP N68936-01-R-	F. CONTRACTOR
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1. DATA ITEM NO A003	2. TITLE OF DATA ITEM CONFERENCE MINUTES	3. SUBTITLE N/A
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4. AUTHORITY (Data Acquisition Doc. No) DI-ADMN-81250A (See Block 16)	5. CONTRACT REFERENCE SOW Para. 4.1c	6. REQUIRING OFFICE NAWCWPNS Code 47HV00E
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY See Block 16	12. DATE OF 1st SUBMISSION See Block 16	14. DISTRIBUTION		
8. APP CODE N/A	See Block 16	11. AS OF DATE See Block 16	13. DATE OF SUBSEQUENT SUBMISSION See Block 16	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS

**Block 4:** Contractor format is authorized provided the DID is used as a guideline.

**Block 9:** Use: "**Distribution Statement D:** Distribution authorized to the DOD and DOD contractors only, Administrative or Operational Use (05 Dec 2000). Other requests for this document shall be referred to Commander, Naval Air Warfare Center, Weapons Division (Code 47HV00E), 575 "I" Ave., Suite 1, Point Mugu, CA 93042-5049

**Blocks 10, 11, 12 & 13:** As specified by individual task order

**Block 14:** Submit 1 hardcopy and 1 softcopy (for NAWC 47HV00E) in an electronic format to be agreed upon between the Government and Contractor prior to delivery of data.

47HV00E	0	1	0			
210000E		Ltr	only			
See Block 16						
15. TOTAL	0	1	0			

G. PREPARED BY Naval Air Warfare Center, Weapons Division, Pt. Mugu, CA 93042-5049	H. DATE 12/5/00	I. APPROVED BY  Coy Ann Millsap, ADRRB	J. DATE 010129
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18. ESTIMATED  
TOTAL PRICE

A. CONTRACT LINE ITEM NO.	B. EXHIBIT A	C. CATEGORY TDP _____ TM _____ OTHER <u>MGMT</u>
---------------------------	-----------------	---

D. SYSTEM/ITEM CSW ENGINEERING SUPPORT SERVICES	E. CONTRACT/PR NO. RFP N68936-01-R-	F. CONTRACTOR
--	--	---------------

1. DATA ITEM NO A006	2. TITLE OF DATA ITEM PROGRAM PROGRESS REPORT	3. SUBTITLE N/A
-------------------------	--	--------------------

4. AUTHORITY (Data Acquisition Doc. No) DI-MGMT-80555 (See Block 16)	5. CONTRACT REFERENCE SOW Para. 4.1f	6. REQUIRING OFFICE NAWCWPNS Code 47HV00E
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY See Block 16	12. DATE OF 1st SUBMISSION See Block 16	14. DISTRIBUTION		
8. APP CODE N/A	See Block 16	11. AS OF DATE See Block 16	13. DATE OF SUBSEQUENT SUBMISSION See Block 16	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS

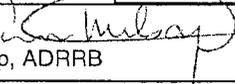
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47HV00E	0	1	0
210000E		Ltr	only
See Block 16			
15. TOTAL	0	1	0

G. PREPARED BY Naval Air Warfare Center, Weapons Division, Pt. Mugu, CA 93042-5049	H. DATE 12/5/00	I. APPROVED BY  Coy Ann Millsap, ADRRB	J. DATE 010129
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# CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved  
OMB No. 0704-0188

17. PRICE GROUP

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18. ESTIMATED  
TOTAL PRICE

A. CONTRACT LINE ITEM NO.	B. EXHIBIT A	C. CATEGORY TDP _____ TM _____ OTHER <u>X</u>
---------------------------	-----------------	--

D. SYSTEM/ITEM CSW ENGINEERING SUPPORT SERVICES	E. CONTRACT/PR NO. RFP N68936-01-D-	F. CONTRACTOR
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1. DATA ITEM NO A009	2. TITLE OF DATA ITEM NOTICE OF REVISION (NOR)	3. SUBTITLE N/A
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4. AUTHORITY (Data Acquisition Doc. No) DI-CMAN-80642C (See Block 16)	5. CONTRACT REFERENCE SOW Para.4.5	6. REQUIRING OFFICE NAWCWPNS Code 47HV00E
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY MTLY	12. DATE OF 1st SUBMISSION See Block 16	14. DISTRIBUTION		
8. APP CODE N/A	See Block 16	11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION See Block 16	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS

**Block 4:** Content per contract reference(s)(Block 5). Shall be prepared as though prepared by the requiring office rather than by the contractor. The ECP shall be prepared on the DoD Engineering change proposal form and as specified in the basic issue of MIL-STD-973.

**Block 9:** Use: "Distribution Statement D": Use distribution statement "D" and export control warning. Reason shall be that export of the data is restricted. The date shall be approximately the delivery date.

**Blocks 10, 11, 12 & 13:** As specified by individual task order

**Block 14:** Submit 1 hardcopy and 1 copy in digital electronic form. Format to be agreed upon between the Government and Contractor prior to delivery of data.

47HV00E	0	1	0			
210000E		Ltr	Only			
See Block 16						
15. TOTAL	0	1	0			

G. PREPARED BY Naval Air Warfare Center, Weapons Division, Pt. Mugu, CA 93042-5001	H. DATE 10/01/00	I. APPROVED BY  Coy Ann Milsap, ADRRB	J. DATE 010129
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**DEPARTMENT OF DEFENSE  
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

*(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort)*

Ref # PM03-017

Stub #

**1. CLEARANCE AND SAFEGUARDING**

a. FACILITY SAFEGUARDING REQUIRED

**SECRET**

b. LEVEL OF SAFEGUARDING REQUIRED

**SECRET**

**2. THIS SPECIFICATION IS FOR:** *(X and complete as applicable)*

<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER	N68936-04-D-0017	07/02/28
<input type="checkbox"/>	b. SUBCONTRACT NUMBER		
<input type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER	N68936-04-R-0004	Due Date (YY/MM/DD)

**3. THIS SPECIFICATION IS FOR:** *(X and complete as applicable)*

<input checked="" type="checkbox"/>	a. ORIGINAL <i>(Complete for all cases.)</i>	Date (YY/MM/DD)	04/02/25
<input type="checkbox"/>	b. REVISED <i>(Supersedes all previous specs.)</i>	Revision No.	Date (YY/MM/DD)
<input type="checkbox"/>	c. FINAL <i>(Complete for all cases.)</i>	Date (YY/MM/DD)	

4. IS THIS A FOLLOW-ON CONTRACT?  YES  NO. If yes, complete the following:  
Classified material received or generated under \_\_\_\_\_ (Preceding Contract Number) is transferred to the follow-on contract.

5. IS THIS A FINAL DD FORM 254?  YES  NO. If yes, complete the following:  
In response to contractor's request dated \_\_\_\_\_, retention of the identified classified material is authorized for the period of \_\_\_\_\_.

**6. CONTRACTOR (include Commercial and Government Entity (CAGE) Code)**

a. NAME, ADDRESS, AND ZIP CODE <b>EVOLVING RESOURCES, INC. ERI 80 WOOD ROAD, SUITE 200 CAMARILLO, CA 93010-8311</b>	b. CAGE CODE <b>01FJ2</b>	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> <b>DEFENSE SECURITY SERVICE WEST REGION 1 WORLD TRADE CENTER, 3022 LONG BEACH, CA 90831-0522</b>
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**7. SUBCONTRACTOR**

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>

**8. ACTUAL PERFORMANCE**

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>
		<b>DEFENSE SECURITY SERVICE FIELD OFFICE ATTN: BRENDA MOSS 751 DAILY DRIVE, SUITE 210 CAMARILLO, CA 93010</b>

**9. GENERAL IDENTIFICATION OF THIS PROCUREMENT**

PROVIDE ENGINEERING TECHNICAL SUPPORT SERVICES FOR CONVENTIONAL STRIKE WEAPONS (CSW), CODE 47HV00E, NAWCWPNS.

10. THIS CONTRACT WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES	NO
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"/>	<input checked="" type="checkbox"/>
b. RESTRICTED DATA		<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<input type="checkbox"/>	<input checked="" 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"/>	<input type="checkbox"/>
d. FORMERLY RESTRICTED DATA		<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION:				e. PERFORM SERVICES ONLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>
(1) Sensitive Compartmented 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 type="checkbox"/>	<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 checked="" type="checkbox"/>	<input type="checkbox"/>
f. SPECIAL ACCESS INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT		<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. NATO INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS		<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE DEFENSE COURIER SERVICES		<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER (Specify)		<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. OTHER (Specify)		<input type="checkbox"/>	<input checked="" type="checkbox"/>	COMSEC ACCOUNT FOR STU 111 REQUIREMENT		<input checked="" type="checkbox"/>	<input type="checkbox"/>

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to the contract shall not be released for public dissemination except as approved by the International Security Manual or

Direct

Through (specify):

**COMMANDER, NAVAL AIR WARFARE CENTER, WEAPONS DIV (741000E), POINT MUGU, CA 93042-5049**

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, request for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance 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 the guidance, the contractor is authorized encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under the 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. (Fill in as appropriate for the classified effort. Attach, or forward under separate

CLASSIFIED WORK CANNOT BE PERFORMED UNTIL A FACILITY CLEARANCE HAS BEEN OBTAINED AT THE CLASSIFICATION LEVEL REQUIRED, IN BLOCKS "1A" AND "1B".

CONTRACTORS POSSESSING RECIPROCAL CLEARANCES ARE NOT ELIGIBLE FOR ACCESS TO INFORMATION RELEASED TO OR DEVELOPED UNDER THIS CONTRACT. SUBCONTRACTING TO CONTRACTORS WITH RECIPROCAL CLEARANCES REQUIRES PRIOR AGENCY APPROVAL.

PRIOR TO THE AUTHORIZATION OF DTIC SERVICES, CONTRACTORS MUST SUBMIT DD FORMS IN ACCORDANCE WITH REQUIREMENTS LISTED IN THE DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), CHAPTER 11, SECTION 2.

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

ADDITIONAL SECURITY REQUIREMENTS HAVE BEEN ADDED TO ITEM 13.

15. Inspections. Elements of the 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 13 if additional space is needed).  Yes  No

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

a. TYPED NAME OF CERTIFYING OFFICIAL

JUDITH K. SMITH

b. TITLE

Contracting Officer Security Representative

c. TELEPHONE (Include Area Code)

(805) 989-7859 (DSN 351)

d. ADDRESS (Include Zip Code)

COMMANDER  
CODE 741000E  
NAVAIRWARCENWPNDIV  
575 I AVENUE SUITE #1  
POINT MUGU, CA 93042-5049

17. REQUIRED DISTRIBUTION

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICER FOR PRIME & SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY

e. SIGNATURE

741000E, 47HV00E(C. DIACONO)

Pr

AIS PROCESSING WILL BE CONDUCTED IN ACCORDANCE WITH THE NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), DOD 5220.22-M; NAVAIR INSTRUCTION 5239.2, SUBJ: NAVAL AIR SYSTEMS COMMAND INFORMATION SYSTEMS SECURITY PROGRAM AND APPROPRIATE LOCAL INFORMATION ASSURANCE (IA) INSTRUCTIONS.

WHERE THE SECURITY CLASSIFICATION GUIDE (S) SPECIFIES A SPECIFIC DATE OR EVENT FOR DECLASSIFICATION, THE NEW DERIVATIVE CLASSIFICATION MARKINGS UNDER EXECUTIVE ORDER 12958 WILL APPLY. THE FOLLOWING SECURITY CLASSIFICATION GUIDES APPLY AND WILL BE PROVIDED BY THE USER AGENCY AS REQUIRED: OPNAVINST C5513.2B, ENCLOSURE 36, SUBJ: "INVENTORIES AND LOGISTICS".  
OPNAVINST C5513.2B, ENCLOSURE 47, SUBJ: "ROCKEYE II, MK 20 MODS"

DOCUMENTATION GENERATED AS A RESULT OF THIS CONTRACT WILL BE CLASSIFIED IN ACCORDANCE WITH SOURCE MATERIAL PROVIDED BY THE USER AND WILL CARRY THE MOST RESTRICTIVE DOWNGRADING/DECLASSIFICATION INSTRUCTIONS, WARNING NOTICES AND CONTROL MARKINGS APPLICABLE. A LISTING OF SOURCE MATERIAL WILL BE INCLUDED AS A PART OF THE DOCUMENT PREPARED BY THE CONTRACTOR.

CLASSIFIED MATERIAL GENERATED UNDER THIS CONTRACT WILL BE MARKED WITH THE MOST RESTRICTIVE DOWNGRADING/DECLASSIFICATION INSTRUCTION APPLICABLE PROVIDED BY THE SECURITY CLASSIFICATION GUIDE (S) AND PER THE NEW DERIVATIVE CLASSIFICATION MARKINGS UNDER EXECUTIVE ORDER 12958.

DISTRIBUTION STATEMENTS MUST BE ON ALL CLASSIFIED AND UNCLASSIFIED TECHNICAL DOCUMENTS. REFER TO THE CONTRACT DATA REQUIREMENTS LIST (CDRL) BLOCK 9, FOR THE REQUIRED DISTRIBUTION STATEMENT FOR YOUR DATA, OR YOUR NAVAL AIR WARFARE CENTER WEAPONS DIVISION, POINT MUGU, CA OR NAVAL AIR WEAPONS STATION POINT MUGU, CA POINT OF CONTACT.

THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF GOVERNMENT SENSITIVE DATA (AS DEFINED BY PUBLIC LAW 100-235) DURING THE PERIOD OF THIS AGREEMENT. SUCH PROTECTION WILL BE EQUIVALENT TO THE PROTECTION THE CONTRACTOR AFFORDS ITS OWN PROPRIETARY DATA AND TRADE SECRETS; BUT IN ANY EVENT, GOVERNMENT SENSITIVE DATA WILL NOT BE DISCUSSED, PROCESSED, OR TRANSMITTED OVER UNSECURE TELEPHONE, FACSIMILE, COMPUTER OR COMMUNICATIONS CIRCUITS.

ACCESS TO AND SAFEGUARDING OF COMSEC INFORMATION/MATERIAL WILL BE IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM) AND DOD 5220.22-S, NISPOM, COMSEC SUPPLEMENT OF LATEST ISSUE AND ALL SUBSEQUENT CHANGES.

THE INSTALLATION OF COMSEC EQUIPMENT UNDER THE CONFIGURATION CONTROL OF NSA WILL BE IN ACCORDANCE WITH OPNAVINST 2221.3C, 5510.93, NTISI 4000, AND NACSI 4009.

ACCESS TO CLASSIFIED COMSEC INFORMATION/MATERIAL REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL, U.S. CITIZENSHIP, NEED-TO-KNOW, AND A SPECIAL BRIEFING. NON-U.S. CITIZENS, INCLUDING IMMIGRANT ALIENS, ARE NOT ELIGIBLE FOR ACCESS TO CLASSIFIED COMSEC INFORMATION/MATERIAL. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

USE OF STU-III FOR TRANSMISSION OF CLASSIFIED AND/OR SENSITIVE UNCLASSIFIED U.S. GOVERNMENT INFORMATION IS REQUIRED. A COMSEC ACCOUNT WILL BE REQUIRED. GOVERNMENT WILL FURNISH EQUIPMENT FOR THE DURATION OF THIS CONTRACT.

PERSONNEL HAVING ACCESS TO COMSEC INFORMATION SHALL BE BRIEFED BY A GOVERNMENT CMS CUSTODIAN.

ACCESS TO NATO INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT. ACCESS TO AND SAFEGUARDING OF NATO INFORMATION SHALL BE IN ACCORDANCE WITH DOD 20.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPO) CHAPTER 10, SECTION 7. ACCESS TO NATO INFORMATION REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL, NEED-TO-KNOW, AND SPECIAL BRIEFING. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

ACCESS TO DOCUMENTS CONTAINING INTELLIGENCE INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT. ATTACHMENT #1, "SECURITY GUIDELINES FOR THE HANDLING OF INTELLIGENCE INFORMATION FOR CONTRACTORS" AND ATTACHMENT #2, DCID 6/6, "SECURITY CONTROLS ON THE DISSEMINATION OF INTELLIGENCE INFORMATION" PROVIDE GUIDANCE ON CONTROL OF INTELLIGENCE INFORMATION. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

THE CONTRACTOR IS REQUIRED TO PROVIDE OPERATION SECURITY (OPSEC) PROTECTION FOR ALL CLASSIFIED INFORMATION (AS DEFINED BY FAR 4.401) AND SENSITIVE INFORMATION. IN ORDER TO MEET THIS REQUIREMENT, THE CONTRACTOR SHALL DEVELOP, IMPLEMENT AND MAINTAIN A FACILITY LEVEL OPSEC PROGRAM IN ACCORDANCE WITH ATTACHMENT #3, "OPERATIONS SECURITY GUIDANCE FOR CONTRACTORS" DATED AUGUST 1993, AND GUIDANCE PROVIDED. THE DEFENSE SECURITY SERVICE (DSS) WILL PERFORM OPSEC INSPECTIONS AS REQUIRED. PRIOR APPROVAL OF THE CONTRACTING ACTIVITY IS REQUIRED BEFORE IMPOSING OPSEC REQUIREMENTS ON A SUBCONTRACTOR.

THE "FOR OFFICIAL USE ONLY" INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE SAFEGUARDED IN ACCORDANCE WITH ATTACHMENT #4.

SECURITY REQUIREMENTS AND SECURITY AGREEMENTS FOR SHARED ACCESS OF SECURITY FUNCTIONS BETWEEN THE GOVERNMENT AND THIS CONTRACTOR HAVE BEEN ADDED TO THIS CONTRACT. SHARED ACCESS WILL BE APPROVED FOR INDIVIDUAL DELIVERY ORDERS.

## SECURITY GUIDELINES FOR THE HANDLING OF INTELLIGENCE INFORMATION FOR CONTRACTORS:

1. Intelligence released to cleared DoD contractors, all reproductions thereof, and all other information generated based on, or incorporating data from, remain in the property of the U.S. Government. The releasing command shall govern final disposition of intelligence information unless retention is authorized. Provide the Director, ONI (ONI-5) with a copy of the retention authorization.
2. Cleared DoD contractors shall not release intelligence to any of their components or employees not directly engaged in providing services under contract or other binding agreement or to another contractor (including subcontractors) without the consent of the releasing command.
3. Cleared DoD contractors who employ foreign nationals or immigrant aliens shall obtain approval from the Director, ONI (ONI-5) before releasing intelligence, regardless of their LAA.
4. See Attachment # 2, DCID 6/6, "Security Controls on the Dissemination of Intelligence Information", dated 11 July 2001.

ATTACHMENT # 1 TO DD-254

UNCLASSIFIED//FOUO

DIRECTOR OF CENTRAL INTELLIGENCE DIRECTIVE 6/6<sup>1</sup>

Security Controls on the Dissemination of Intelligence  
Information

(Effective 11 July 2001)  
(Administratively Updated 3 May 2002)

Pursuant to the provisions of the National Security Act of 1947, as amended, Executive Order 12333, Executive Order 12958 and implementing directives thereto, policies, controls, and procedures for the dissemination and use of intelligence information and related materials are herewith established in this Director of Central Intelligence Directive (DCID). Applicable provisions cited in DCID 1/1 (19 November 1998) are included by reference. Nothing in this policy is intended to amend, modify, or derogate the authorities of the DCI contained in Statute or Executive Order.

**I. Policy**

A. It is the policy of the DCI that intelligence be produced in a way that balances the need for maximum utility of the information to the intended recipient with protection of intelligence sources and methods. The controls and procedures established by this directive should be applied uniformly in the dissemination and use of intelligence originated by all Intelligence Community components in accordance with the following principles.

B. Originators of classified intelligence information should write for the consumer. This policy is intended to provide for the optimum dissemination of timely, tailored intelligence to consumers in a form that allows use of the information to support all need-to-know customers.

C. The originator of intelligence is responsible for determining the appropriate level of protection prescribed by classification and dissemination policy. Originators shall take a risk management approach when preparing information for dissemination.

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<sup>1</sup>This Directive supersedes DCID 1/7, dated 30 June 1998.

Downgrade to  
UNCLASSIFIED//FOUO  
when separated from  
classified Annexes.

CL BY: DCI  
DECL ON: X1

UNCLASSIFIED//FOUO

ATTACHMENT # 2 TO DD-254

## II. Purpose

A. This Directive establishes policies, controls, and procedures for the dissemination and use of intelligence information to ensure that, while facilitating its interchange for intelligence purposes, it will be adequately protected. This Directive implements and amplifies applicable portions of the directives of the Information Security Oversight Office issued pursuant to Executive Order (E.O.) 12958 and directives of the Security Policy Board issued pursuant to E.O. 12958 and PDD-29.

B. Additionally, this Directive sets forth policies and procedures governing the release of intelligence to contractors and consultants, foreign governments, international organizations or coalition partners consisting of sovereign states, and to foreign nationals and immigrant aliens, including those employed by the US Government.

C. Executive Order 12958 provides for the establishment of Special Access Programs, including Sensitive Compartmented Information. DCID 3/29 provides procedures for the establishment and review of Special Access Programs pertaining to intelligence activities and restricted collateral information. Intelligence Community components may establish and maintain dissemination controls on such information as approved under the policies and procedures contained in DCID 3/29, this DCID, and implementing guidance.

## III. Definitions

A. "Caveated" information is information subject to one of the authorized control markings under Section IX.

B. "Intelligence Community" (IC) (and agencies within the Intelligence Community) refers to the United States Government agencies and organizations and activities identified in Section 3 of the National Security Act of 1947, as amended, 50 USC 401a(4), and Section 3.4(f) (1 through 6) of Executive Order 12333.

C. Intelligence information and related materials (hereinafter referred to as "Intelligence") include the following information, whether written or in any other medium, classified pursuant to E.O. 12958 or any predecessor or successor Executive Order:

1. Foreign intelligence and counterintelligence defined in the National Security Act of 1947, as amended, and in Executive Order 12333;

2. Information describing US foreign intelligence and counterintelligence activities, sources, methods, equipment, or methodology used for the acquisition, processing, or exploitation of such intelligence; foreign military hardware obtained through intelligence activities for exploitation and the results of the exploitation; and any other data resulting from US intelligence collection efforts; and,

3. Information on Intelligence Community protective security programs (e.g., personnel, physical, technical, and information security).

D. "Need-to-know" is the determination by an authorized holder of classified information that a prospective recipient requires access to specific classified information in order to perform or assist in a lawful and authorized governmental function. Such persons shall possess an appropriate security clearance and access approval granted pursuant to Executive Order 12968, Access to Classified Information.

E. A "Senior Official of the Intelligence Community" (SOIC) is the head of an agency, office, bureau, or other intelligence element as identified in Section 3 of the National Security Act of 1947, as amended, 50 USC 401a(4), and Section 3.4(f) (1 through 6) of Executive Order 12333.

F. A "tear line" is the place on an intelligence report (usually denoted by a series of dashes) at which the sanitized version of a more highly classified and/or controlled report begins. The sanitized information below the tear line should contain the substance of the information above the tear line, but without identifying the sensitive sources and methods. This will permit wider dissemination, in accordance with the "need-to-know" principle and foreign disclosure guidelines, of the information below the tear line.

#### **IV. General Applicability**

A. In support of the Policy Statement in Section I, classifiers of intelligence shall take a risk management approach when preparing information for dissemination. In the interest of the widest possible dissemination of information to consumers with a "need-to-know", classifiers

shall carefully consider the needs of all appropriate intelligence consumers regarding sources and methods information or sensitive analytic comments and use control markings only when necessary and in accordance with this directive, using tearlines and other formats to meet consumer needs for intelligence.

B. In carrying out this policy, intelligence producers shall prepare their reports and products at the lowest classification level commensurate with expected damage that could be caused by unauthorized disclosure. When necessary, the material should be prepared in other formats (e.g. tear-line form) to permit broader dissemination or release of information.

C. All material shall be portion marked to allow ready identification of information that cannot be broadly disseminated or released, except for material for which a waiver has been obtained under E.O. 12958.

D. The substance of this Directive shall be promulgated by each Intelligence Community component, and appropriate procedures permitting prompt interagency consultation established.

**V. Use By and Dissemination Among Executive Branch Departments/Agencies of the US Government**

A. Executive Order 12958 provides that classified information originating in one US department or agency shall not be disseminated beyond any recipient agency without the consent of the originating agency. However, to facilitate use and dissemination of intelligence within and among Intelligence Community components and to provide for the timely flow of intelligence to consumers, the following controlled relief to the "third agency rule" is hereby established:

1. Each Intelligence Community component consents to the use of its classified intelligence in classified intelligence products of other Intelligence Community components, including its contractors under Section VI, and to the dissemination of those products within executive branch departments/agencies of the US Government, except as specifically restricted by controls defined in this directive or other DCI guidance.

2. As provided in Section V.A.1., classified intelligence that bears no restrictive control markings may be given secondary US dissemination in classified channels to any

US executive branch department/agency not on original distribution if (a) the intelligence has first been sanitized by the removal of all references and inferences to intelligence sources and methods and the identity of the producing agency, or (b) if the product is not so sanitized, the consent of the originator has been obtained. If there is any doubt concerning a reference or inference to intelligence sources and methods, relevant intelligence documents should not be given secondary dissemination until the recipient has consulted with the originator.

3. Any component disseminating intelligence beyond the Intelligence Community assumes responsibility for ensuring that recipient organizations agree to observe the need-to-know principle and the restrictions prescribed by this directive, and to maintain adequate safeguards.

## **VI. Policy and Procedures Governing the Release of Intelligence to Contractors and Consultants**

A. SOICs, or their designees, may release intelligence to appropriately cleared or access-approved US contractors and consultants (hereinafter "contractor") having a demonstrated need-to-know without referral to the originating agency prior to release provided that:

1. At the initiation of the contract, the SOIC or her/his designee specifies and certifies in writing that disclosure of the specified information does not create an unfair competitive advantage for the contractor or a conflict of interest with the contractor's obligation to protect the information. If, during the course of the contract, the contractor's requirements for information change to require new or significantly different information, the SOIC or his/her designee shall make a new specification and certification. In cases where the designated official cannot or does not resolve the issue of unfair competitive advantage or conflict of interest, consent of the originator is required;

2. Release is made only to contractors certified by the SOIC (or designee) of the sponsoring organization as performing classified services in support of a national security mission;

3. The contractor has an approved safeguarding capability if retention of the intelligence is required;

4. Contractors are not authorized to disclose further or release intelligence to any of their components or employees or to another contractor (including subcontractors) without the prior written notification and approval of the SOIC or his/her designee unless such disclosure or release is authorized in writing at the initiation of the contract as an operational requirement;

5. Intelligence released to contractors, all reproductions thereof, and all other material generated based on, or incorporating data therefrom (including authorized reproductions), remain the property of the US Government. Final disposition of intelligence information shall be governed by the sponsoring agency;

6. National Intelligence Estimates (NIEs), Special National Intelligence Estimates (SNIEs), and Interagency Intelligence Memoranda may be released to appropriately cleared contractors possessing an appropriate level facility clearance and need-to-know, except as regulated by provisions concerning proprietary information as defined in Sections VI.A.7 and IX.C below;

7: Except as provided in Section VI.C below, intelligence that bears the control marking "CAUTION-PROPRIETARY INFORMATION INVOLVED" (abbreviated "PROPIN" or "PR") may not be released to contractors, unless prior permission has been obtained from the originator and those providing the intelligence to the originator. Intelligence that bears the control marking, "DISSEMINATION AND EXTRACTION OF INFORMATION CONTROLLED BY ORIGINATOR" (abbreviated "ORCON") may only be released to contractors within Government facilities. These control markings are further described under Sections IX.B and IX.D below; and

8. Authorized release to foreign nationals or foreign contractors is undertaken through established channels in accordance with Sections VII and VIII, and DCID 6/7, Intelligence Disclosure Policy, and the National Policy and Procedures for the Disclosure of Classified Military Information to Foreign Governments and International Organizations (abbreviated title: National Disclosure Policy 1 or NDP 1) to the extent consistent with DCIDs and other DCI guidance.

B. Policies and Procedures for Contractors Inside Government-Owned or Controlled Facilities

Contractors who perform duties inside a Government-owned or controlled facility will follow the procedures and policies of that sponsoring Intelligence Community member in accordance with Section VI.A of this directive.

**C. Policies and Procedures for Contractors Outside Government-Owned or Controlled Facilities**

Contractors who perform duties outside of Government-owned or controlled facilities will adhere to the following additional policies and procedures:

1. The SOIC of the sponsoring agency, or her/his designee, is responsible for ensuring that releases to contractors of intelligence marked ORCON and/or PROPIN are made only with the consent of the originating agency pursuant to this Directive and through established channels; (See Sections IX.B and IX.C);
2. The sponsoring agency shall maintain a record of material released;
3. Contractors shall establish procedures to control all intelligence received, produced, and held by them in accordance with the provisions of the National Industrial Security Program Operating Manual. This will not impose internal receipt and document accountability requirements for internal traceability and audit purposes;
4. All reproductions and extractions of intelligence shall be classified, marked, and controlled in the same manner as the original(s);
5. Sensitive Compartmented Information released to contractors shall be controlled pursuant to the provisions of DCID 6/1, Security Policy for Sensitive Compartmented Information (SCI); and,
6. Sponsoring agencies shall delete any reference to the Central Intelligence Agency, the phrase "Directorate of Operations" and any of its components, the place acquired, the field number, the source description, and field dissemination from all CIA Directorate of Operations reports passed to contractors, unless prior approval to do otherwise is obtained from CIA.

**VII. Release to Foreign Governments, International Organizations, and Coalition Partners**

A. It is the policy of the DCI that intelligence may be shared with foreign governments, and international organizations or coalition partners consisting of sovereign states to the extent such sharing promotes the interests of the United States, is consistent with US law, does not pose unreasonable risk to US foreign policy or national defense, and is limited to a specific purpose and normally of limited duration. The release of intelligence to such entities is subject to this Directive, DCID 6/7, and NDP 1 to the extent consistent with DCIDs and other DCI guidance.

1. Intelligence Community elements shall restrict the information subject to control markings to the minimum necessary.

2. If it is not possible to prepare the entire report at the collateral, uncaveated level, IC elements shall organize their intelligence reports and products to identify clearly information not authorized for release to foreign entities.

B. Intelligence information that bears no specific control marking may be released to foreign governments, international organizations, or coalition partners provided that:

1. A positive foreign disclosure decision is made by a Designated Intelligence Disclosure Official in accordance with procedures in DCID 6/7;

2. No reference is made to the originating agency or to the source of the documents on which the released product is based; and,

3. The source or manner of acquisition of the intelligence (including analytic judgments or techniques), and/or the location where the intelligence was collected (if relevant to protect sources and methods) is not revealed and cannot be deduced in any manner.

C. RESTRICTED DATA and FORMERLY RESTRICTED DATA may only be released to foreign governments pursuant to an agreement for cooperation as required by Sections 123 and 144 of Public Law 585, Atomic Energy Act of 1954, as amended.

#### **VIII. Dissemination to Non-Governmental Foreign Nationals or Foreign Contractors**

A. It is the policy of the DCI that no classified intelligence will be shared with foreign nationals, foreign

contractors, or international organizations not consisting of sovereign states, except in accordance with the provisions of this section.

B. Intelligence, even though it bears no restrictive control markings, will not be released in any form to foreign nationals or immigrant aliens (including those employed by, used by, or integrated into the US Government) without the permission of the originator. In such cases where permission of the originator has been granted, the release must be in accordance with DCID 6/7, and the NDP 1 to the extent consistent with DCIDs and other DCI guidance.

C. Release of intelligence to a foreign contractor or company under contract to the US Government must be through the foreign government of the country which the contractor is representing, unless otherwise directed in government-to-government agreements or there is an appropriate US channel for release of the information. Provisions concerning release to foreign governments is contained in Section VII above.

#### **IX. Authorized Control Markings**

A. DCI policy is that the authorized control markings for intelligence information described in this Section shall be individually assigned as prescribed by an Original Classification Authority (OCA) or by officials designated by a SOIC and used in conjunction with security classifications and other markings specified by Executive Order 12958 and its implementing directive(s). Unless originator consent is obtained, these markings shall be carried forward to any new format or medium in which the same information is incorporated.

1. To the maximum extent possible, information assigned an authorized control marking shall not be combined with uncaveated information in such a way as to render the uncaveated information subject to the control marking.

2. To fulfill the requirements of Section IX.G.1 below, SOICs shall establish procedures in implementing directives to expedite further dissemination of essential intelligence. Whenever possible, caveated intelligence information reports should include the identity and contact instructions of the organization authorized to approve further dissemination on a case-by-case basis.

B. "DISSEMINATION AND EXTRACTION OF INFORMATION CONTROLLED BY ORIGINATOR" (ORCON, portion marking (OC))

1. This marking may be used only on classified intelligence that clearly identifies or would reasonably permit ready identification of intelligence sources or methods that are particularly susceptible to countermeasures that would nullify or measurably reduce their effectiveness. It is used to enable the originator to maintain continuing knowledge and supervision of distribution of the intelligence beyond its original dissemination. This control marking may not be used when access to the intelligence information will reasonably be protected by use of its classification markings, i.e., CONFIDENTIAL, SECRET or TOP SECRET, or by use of any other control markings specified herein or in other DCIDs. Requests for further dissemination of intelligence bearing this marking shall be reviewed in a timely manner.

2. Information bearing this marking may be disseminated within the headquarters<sup>2</sup> and specified subordinate elements of recipient organizations, including their contractors within Government facilities. This information may also be incorporated in whole or in part into other briefings or products, provided the briefing or intelligence product is presented or distributed only to original recipients of the information. Dissemination beyond headquarters and specified subordinate elements or to agencies other than the original recipients requires advance permission from the originator.

3. Information bearing this marking must not be used in taking investigative or legal action without the advance permission of the originator.

4. As ORCON is the most restrictive marking herein, agencies that originate intelligence will follow the procedures established in the classified DCID 6/6 Annex A, "Guidelines for Use of ORCON Caveat."

C. "CONTROLLED IMAGERY" (IMCON, portion marking (IMC)). This marking will be used on categories of SECRET intelligence information derived from satellite imagery if the disclosure or release could (a) nullify or measurably reduce their effectiveness of certain sensitive analytical methodologies

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<sup>2</sup>Recipients will apprise originating agencies as to which components comprise the headquarters element and identify subordinate elements that may be included as direct recipients of intelligence information.

that are particularly vulnerable to countermeasures, (b) identify sensitive analytical methodologies that reveal US knowledge of foreign intelligence targets, or (c) compromise other sensitive intelligence sources or methods. Because IMCON is a restrictive dissemination control marking, agencies that originate and/or use Controlled Imagery will follow the procedures established in the classified DCID 6/6, Annex B, "Guidelines for Use of IMCON Caveat."

D. "CAUTION-PROPRIETARY INFORMATION INVOLVED" (PROPIN, portion marking (PR)). This marking is used, with or without a security classification, to identify information provided by a commercial firm or private source under an express or implied understanding that the information will be protected as a proprietary trade secret or proprietary data believed to have actual or potential value.<sup>3</sup> This marking may be used on government proprietary information only when the government proprietary information can provide a contractor(s) an unfair advantage, such as US Government budget or financial information. Information bearing this marking shall not be disseminated outside the Federal Government in any form without the express permission of the originator of the intelligence and provider of the proprietary information. This marking precludes dissemination to contractors irrespective of their status to, or within, the US Government without the authorization of the originator of the intelligence and provider of the information.

E. "NOT RELEASABLE TO FOREIGN NATIONALS" (NOFORN, portion marking (NF)). This marking is used to identify intelligence which an originator has determined falls under the criteria of DCID 6/7, "Intelligence Which May Not Be Disclosed or Released," and may not be provided in any form to foreign governments, international organizations, coalition partners, foreign nationals, or immigrant aliens without originator approval.

F. "AUTHORIZED FOR RELEASE TO. [International Standards Organization (ISO) 3166 trigraphs for country(ies) and/or tetragraphs for authorized international organization(s)]" (REL TO, portion marking (REL TO...) or (REL) as appropriate). This control marking is used when a limited exception to the marking requirements in Section IX.E may be authorized to release the information beyond US recipients. This marking is authorized only when the originator has an intelligence

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<sup>3</sup>This provision is a requirement of the Trade Secrets Act, as amended (18 USC 1905). The consent of the originator is required to permit release of material marked CAUTION-PROPRIETARY INFORMATION INVOLVED, PROPIN, or PR to other than federal government employees.

sharing arrangement or relationship with a foreign government approved in accordance with DCI policies and procedures that permits the release of the specific intelligence information to that foreign government, but to no other in any form without originator consent.

G. Further Dissemination of Intelligence with Authorized Control Marking(s)

1. This Directive does not restrict an authorized recipient of intelligence at any level from directly contacting the originator of the intelligence to ask for relief from a specific control marking(s) in order to further disseminate intelligence material to additional users for which the authorized original recipient believes there is a valid need-to-know. Authorized recipients are encouraged to seek such further dissemination through normal liaison channels for release to US Government agencies or contractors and through foreign disclosure channels for foreign release, on a case-by-case basis, in order to expedite further dissemination of essential intelligence.

2. Authorized recipients may obtain information regarding points of contact at agencies that originate intelligence from their local dissemination authorities or from instructions issued periodically by these intelligence producers. Intelligence products often also carry a point of contact name/office and telephone number responsible for the product. If no other information is available, authorized recipients are encouraged to contact the producing agency of the document to identify the official or office authorized to provide relief from authorized control marking(s).

3. If there are any questions about whom to contact for guidance, recipients are also encouraged to contact the Director of Central Intelligence (DCI) representative at the Commander-in-Chief (CINC) Headquarters, overseas mission, trade delegation, or treaty negotiating team under which they operate.

H. A SOIC may authorize the use of additional security control markings for Sensitive Compartmented Information (SCI), Special Access Program (SAP) information, restricted collateral information, or other classified intelligence information, consistent with policies and procedures contained in DCID 3/29 and this directive. A uniform list of security control markings authorized for dissemination of

classified information by components of the Intelligence Community, and the authorized abbreviated forms of such markings, shall be compiled in the Authorized Classification and Control Markings Register maintained by the Controlled Access Program Coordination Office (CAPCO) pursuant to DCID 3/29. The forms of the markings and abbreviations listed in this Register shall be the only forms of those markings used for dissemination of classified information by components of the Intelligence Community, unless an exception is specifically authorized by a SOIC.

#### **X. Dissemination and Disclosure Under Emergency Conditions**

A. Certain emergency situations<sup>4</sup> that involve an imminent threat to life or mission warrant dissemination of intelligence to organizations and individuals not routinely included in such dissemination. When the national command authority (NCA) directs that an emergency situation exists, SOICs will ensure that intelligence support provided to the ongoing operations conforms with this Directive, DCID 6/7, and NDP 1 to the maximum extent practical and consistent with the mission.

B. Dissemination of intelligence under this provision is authorized only if: (a) an authority designated by the military commander or civilian official determines that adherence to this DCID reasonably is expected to preclude timely dissemination to protect life or mission; (b) disseminations are for limited duration and narrowly limited to persons or entities that need the information within 72 hours to satisfy an imminent emergency need; and (c) there is insufficient time to obtain approval through normal intelligence disclosure channels.

C. The disclosing authority will report the dissemination through normal disclosure channels within 24 hours of the

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<sup>4</sup> For the purposes of implementing this portion of the DCID, "emergency situation" is defined as one of the following:

- a) declared Joint Chiefs of Staff (JCS) alert condition of defense emergency, air defense emergency or DEFCON 3;
- b) hostile action(s) being initiated against the United States or combined US/coalition/friendly forces;
- c) US persons or facilities being immediately threatened by hostile forces;
- d) US or combined US/coalition/friendly forces planning for or being deployed to protect or rescue US persons, or US/coalition/friendly forces;
- e) US civilian operations in response to US or international disasters/catastrophes of sufficient severity to warrant Presidential declared disaster assistance/relief.

dissemination, or at the earliest opportunity thereafter as the emergency permits. For purposes of this provision, planning for contingency activities or operations not expected to occur within 72 hours does not constitute "imminent" need that warrants exercise of the emergency waiver to bypass the requirements of this DCID.

D. Military commanders and/or responsible civilian officials will ensure that written guidelines for emergency dissemination contain provisions for safeguarding disseminated intelligence and notifying producers of disclosures of information necessary to meet mission requirements.

E. The NCA, and/or major commands or responsible civilian officials will immediately advise intelligence producers when the emergency situation ends.

#### **XI. Procedures Governing Use of Authorized Control Markings**

A. Any recipient desiring to disseminate intelligence in a manner contrary to the control markings established by this Directive must obtain the advance permission of the agency that originated the intelligence. Such permission applies only to the specific purpose agreed to by the originator and does not automatically apply to all recipients. Producers of intelligence will ensure that prompt consideration is given to recipients' requests with particular attention to reviewing and editing, if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control marking(s).

B. The control markings authorized above shall be shown on the title page, front cover, and other applicable pages of documents; incorporated in the text of electrical communications; shown on graphics; and associated (in full or abbreviated form) with data stored or processed in automated information systems. The control markings also shall be indicated by parenthetical use of the marking abbreviations at the beginning or end of the appropriate portions in accordance with E.O. 12958.

#### **XII. Obsolete Restrictions and Control Markings**

A. The following control markings are obsolete and will not be used in accordance with the following guidelines:

1. WNINTEL and NOCONTRACT. The control markings, Warning Notice - Intelligence Sources or Methods Involved

(WNINTEL), and NOT RELEASABLE TO CONTRACTORS/CONSULTANTS (abbreviated NOCONTRACT or NC) were rendered obsolete effective 12 April 1995. No permission of the originator is required to release, in accordance with this Directive, material marked WNINTEL. Holders of documents prior to 12 April 1995 bearing the NOCONTRACT marking should apply the policies and procedures contained in Section VI.A for possible release of such documents.

2. Remarking of material bearing the WNINTEL, or NOCONTRACT, control marking is not required; however, holders of material bearing these markings may line through or otherwise remove the marking(s) from documents or other material.

3. Other obsolete markings include: WARNING NOTICE-INTELLIGENCE SOURCES OR METHODS INVOLVED, WARNING NOTICE-SENSITIVE SOURCES AND METHODS INVOLVED, WARNING NOTICE-INTELLIGENCE SOURCES AND METHODS INVOLVED, WARNING NOTICE-SENSITIVE INTELLIGENCE SOURCES AND METHODS INVOLVED, CONTROLLED DISSEM, NSC PARTICIPATING AGENCIES ONLY, INTEL COMPONENTS ONLY, LIMITED, CONTINUED CONTROL, NO DISSEM ABROAD, BACKGROUND USE ONLY, USIB ONLY, and NFIB ONLY.

B. Questions with respect to current applications of all control markings authorized by earlier Directives on the dissemination and control of intelligence and used on documents issued prior to the effective date of this Directive should be referred to the agency or department originating the intelligence so marked.

### **XIII. Reporting Unauthorized Disclosures**

Violations of the foregoing restrictions and control markings that result in unauthorized disclosure by one agency of the Intelligence Community of another's information shall be reported to the Director of Central Intelligence through appropriate Intelligence Community channels.

### **XIV. Responsibilities of SOICs**

A. SOICs shall be responsible for the implementation of internal controls and shall conduct training to ensure that the dissemination and release policies contained in this Directive and the limitations on the use of control markings are followed. SOICs shall assure that agency personnel are accountable for the proper marking of classified information under this Directive and Section 5.6 of E.O. 12958.

B. SOICs shall establish challenge procedures by which US consumers may register complaints about the misuse of control markings or the lack of use of tear line reporting or portion marking. Information concerning such challenges shall be provided to the Security Policy Board staff upon request or for the annual review.

**XV. Annual Report on the Use of Control Markings**

A. The Security Policy Board staff shall report to the DCI and Deputy Secretary of Defense on Intelligence Community compliance with this Directive, including recommendations for further policies in this area. The report will include an in-depth evaluation of the use of control markings in intelligence reporting/production, including consumer evaluations and producer perspectives on implementation of the Directive. The report shall also include information and statistics on challenges formally lodged pursuant to agency procedures under Section 1.9 of Executive Order 12958 within and among intelligence agencies on the use of control markings, including their adjudication and the number of times the authority in Section X was used and the documents provided. In order to inform the Security Policy Board staff of substantive detail in these areas for purposes of this review, Intelligence Community elements shall respond to requests for information from the Security Policy Board staff. Intelligence Community elements may build this program into their Self-Inspection programs under E.O. 12958. The Security Policy Board staff shall also obtain pertinent information on this subject from intelligence consumers as required.

B. The report required by this Section shall be conducted annually, unless otherwise directed by the DCI. The Staff Director, Security Policy Board shall establish the schedule for the report.

**XVI. Interpretation**

Questions concerning the implementation of this policy and these procedures shall be referred to the Community Management Staff.

A handwritten signature in black ink, appearing to read "George S. T...". The signature is stylized with a large initial "G" and a long horizontal stroke extending to the right.

Director of Central Intelligence

11 July 2001  
Date

**OPERATIONS SECURITY  
GUIDANCE  
FOR  
CONTRACTORS**

*AUGUST 1993*

*PREPARED BY:  
OPERATIONS SECURITY OFFICE  
SAFETY AND SECURITY DEPARTMENT  
NAVAL AIR WEAPONS STATION  
CHINA LAKE, CALIFORNIA 93555-6001*

ATTACHMENT 3 TO DD FORM 254  
OF \_\_\_\_\_

# OPERATIONS SECURITY GUIDANCE FOR CONTRACTORS

## DEFINITION

Operations security, or OPSEC, is the process of denying adversaries information about friendly [our] capabilities and intentions by identifying, controlling, and protecting indicators associated with planning and conducting military operations and other activities. OPSEC applies and should be emphasized at all levels of management down to the lowest shop and office level. Essentially, OPSEC has two objectives:

1. Protecting friendly operations
2. Degrading an adversary's war fighting capabilities through denial or control of information essential for planning and decision making.

## BACKGROUND

One of the prime objectives of the U.S. intelligence community is the early acquisition of critical information regarding the research, development, testing, and evaluation (RDT&E) of adversarial military weapon systems and associated hardware. Conversely, there is no doubt that this nation's potential adversaries are also very interested in our own development of military systems.

1. The reason for this mutual interest derives from the basic objectives of military intelligence: to avoid being surprised on the battlefield, while at the same time having the ability to render an adversary helpless through the element of surprise.

2. To avoid being surprised on the battlefield, it is of utmost importance to have prior knowledge of weapons the adversary might use, their capabilities, methods of employment and susceptibility to countermeasures and countertactics. It is imperative that this information be acquired as early as possible, thus making the development and initial testing phases of a weapon system a prime target for intelligence collection.

The purpose of this foreign intelligence effort is to determine general developmental trends of future U.S. weaponry, to obtain hard-core parametric data about specific weapons in order to devise countermeasures, and to acquire advanced technology that could possibly reduce developmental time and money associated with a country's own military hardware programs.

With this emphasis, it is easy to understand why our potential adversaries are most interested in the work and results of the Department of Defense and its contractors.

Experience from the early days of Vietnam and the original OPSEC effort (code-named Purple Dragon) demonstrated that something other than the traditional security programs [information, personnel, physical and industrial security] was required to maintain this element of surprise and to deter foreign intelligence collection efforts. This has developed the OPSEC concept which, unlike conventional security programs, focuses on identifying and protecting the specific information needed by an adversary to undermine the effectiveness of a specific operation or weapon system.

OPSEC is not designed to replace traditional security programs. Traditional security programs are aimed at the protection of classified information, while OPSEC is aimed at the protection of *indicators*, classified or unclassified, that reveal ***U.S. capabilities or intentions.***

Evaluations of peacetime and crisis deployments; exercises, reconnaissance, systems acquisition tests, personnel, logistics and security functions; test ranges, laboratories, and other activities, revealed the need to apply OPSEC to RDT&E activities as well as combat operations.

## **INDICATORS**

Unless an adversary has access to planning actions by means of espionage that exploit classified information, he must depend on intelligence derived from detectable activities.

1. Detectable activities include any emission or reflection of energy, any action, or anything that can be easily observed or recorded, and **all material available to the public.** Detectable activities are defined as activities incident to routine operations that convey information to our adversaries.

2. When detectable activities are observed, photographed or "detected" by human or technical means, they may provide our adversaries with sufficient information to reach conclusions approximating classified information about our intentions and capabilities. This enables our adversaries to make effective planning decisions.

3. Routinely, detectable activities are harmless; however, when the information revealed is **essential** to the needs of the adversary, it may compromise our end product and negate our efforts. These harmful detectable activities are known as **indicators and observables.**

a. An **indicator** is any item of information which reflects an intention or capability. Indicators are obtained from documentation such as supply stubs, personnel records, test schedules, test plans, **OPSEC plans,** required operational capabilities, program introductions, mission statements, test evaluations, etc.

b. An **observable** is an activity or anything (such as equipment, technical documents, etc.) that can be observed or photographed by human agents or any of the multidisciplinary technical intelligence collection methods such as the interception and analysis of compromising computer emanations, radio and telephone communications, radar emissions, and other intentional and unintentional electronic emissions, as well as technical imaging techniques such as photography, infrared photography, and radar imagery.

## **PROCESS**

OPSEC is the process used in the RDT&E community to maintain the element of surprise regarding the development of U.S. weapons systems. OPSEC, as applied to weapons systems development, is the identification, control and protection of the specific **essential** information needed by an adversary to develop countermeasures and countertactics, or that which could be crucial in the transfer of technology. The **essential** information that must be protected need not be classified and is usually viewed as unimportant when examined in isolation.

OPSEC is a systematic process designed to be an integral part of overall planning.

1. OPSEC planners must first establish an OPSEC team composed of employees from various areas. The reason for the team approach is that OPSEC analysis requires close coordination between management, security specialists, and subject matter experts.

2. The key to the OPSEC concept is the identification of the information that requires protection. This information is called Essential Elements of Friendly [our] Information or EEFI and may be corporate proprietary data, classified information, privacy data, For Official Use Only material, or unclassified, but national security-sensitive, information.

3. When identifying EEFI, the team should include those items of information which when put together, would give either a piece or all of the essential information. This step is necessary because an adversary, like a puzzle enthusiast, does not need all the pieces to accurately guess what the picture is.

4. Next the team must identify the threat to that information by creating a composite profile of their adversary's intelligence collection capabilities.

5. Chronologically identifying all activities involving the essential information is the next step. All activity, including supporting activities that might reveal essential information, must be reviewed. It is important to ensure the sequence of events is exactly how the operation really works rather, than how management plans for it to work.

6. Each event in which sensitive information appears is an opportunity for an adversary to exploit, and is considered an OPSEC vulnerability.

7. It is imperative to assume the adversary's point of view during the OPSEC process; in order to know what our adversaries see, we must look at our operations with their eyes. Additionally, from a fiscal point of view, if an adversary cannot exploit a vulnerability because of the limitations in his intelligence collection capabilities, then no countermeasures are required. On the other hand, if the adversary has the capability to exploit a vulnerability, then countermeasures are warranted.

8. Finally, the OPSEC team should prioritize the vulnerabilities from the most to the least serious. Then the team can select countermeasures most effectively, using such factors as cost, ease of implementation, and number of vulnerabilities reduced.

9. Two concepts the OPSEC team should consider when developing countermeasures are:

a. Vulnerabilities can often be minimized but rarely eliminated.

b. The objective of the OPSEC program is to make collection sufficiently difficult to persuade the adversary to collect information somewhere else.

## SPECIAL CONSIDERATIONS

Normally, contractors activities do not in and of themselves, generate a great deal of sensitive information or EEFI; however, contractor facilities, equipment and employees are used to store, transmit and process classified information, unclassified but national security-sensitive information, and EEFI which was generated outside their facilities.

Contractor activities usually have little intrinsic intelligence value until associated with a specific weapon system or activity. Unclassified, non-proprietary, For Official Use only, and privacy data are not generally national security-related issues; however, this type of information, when merged with information pertaining to specific weapons or weapons systems, may become sensitive or even classified. Therefore, it is incumbent upon all contractors to ascertain the sensitivity of information before introducing the information into their facilities.

Operations and activities can be roughly divided into two categories with respect to OPSEC: work performed **inside** workspaces and work performed **outside** workspaces.

1. **Inside** workspaces OPSEC is covered by traditional security programs. Protecting information whether contained in computers, on written documents, or in communications networks is a matter of complying with information, personnel, and physical security procedures. The essence of OPSEC **inside** work spaces is identifying the information you need to protect, establishing minimum procedures for protecting that information, and communicating this to employees.

The sensitivity of information received by (as opposed to generated by) the facility from external sources must be determined and appropriately communicated to employees at the time this information is received at the facility.

2. Whenever work is performed **outside** workspaces, or whenever EEFI is released from **your** workspaces (to other workspaces in or out of your facility) for **whatever** reason, an OPSEC determination is necessary: will the activities unnecessarily expose sensitive information, and what can be done to counter this exposure? This analysis must then be documented in the form of an OPSEC plan. The OPSEC plan must address five issues:

- a. The activity that involves the sensitive information
- b. The sensitive information that might be exposed
- c. The threat to that information
- d. Where the information is vulnerable or what is it about the activity that exposes this information
- e. What countermeasures can be applied to reduce or eliminate these vulnerabilities.

## FOR OFFICIAL USE ONLY INFORMATION

The "For Official Use Only" (FOUO) marking is assigned to information at the time of its creation in a DOD User Agency. It is not authorized as a substitute for a security classification marking but is used on official government information that may be withheld from the public under exemption 2 through 9 of the Freedom of Information Act.

Other non-security markings, such as "limited Official Use" and "Official Use Only" are used by non-DOD User Agencies for the same type of information and should be safeguarded and handled in accordance with instruction received from such agencies.

Use of the above markings does not mean that the information cannot be released to the public, only that it must be reviewed by the government prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions to it.

**Identification Markings.** An unclassified document containing FOUO information will be marked "For Official Use Only" at the bottom of the front cover (if any), on the first page, on each page containing FOUO information on the back page, and on the outside of the back cover (if any). No portion markings will be shown. Within a classified document, an individual page contains both FOUO and classified information will be marked at the top and bottom with the highest security classification of information appearing on the page. If an individual portion contains FOUO information but no classified information, the portion will be marked, "FOUO."

Removal of the "For Official Use Only" marking can only be accomplished by the originator or other competent authority. When the "For Official Use Only" status is terminated, all known holders will be notified to the extent practical.

**Dissemination.** Contractors may disseminate "For Official Use Only" information to their employees and subcontractors who have a need for the information in connection with a classified contract.

**Storage.** During working hours, "For Official Use Only" information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During nonworking hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks is adequate when internal building security is provided during nonworking hours. When such internal security control is not exercised, locked buildings or rooms will provide adequate after-hours protection or the material can be stored in locked receptacles such as file cabinets, desks, or bookcases.

**Transmission.** "For Official Use Only" information may be sent via first-class mail or parcel post. Bulky shipments may be sent by fourth-class mail. Electronic transmission of FOUO information (voice, data, or facsimile) shall be by approved secure communications systems. All means used shall preclude unauthorized public disclosure.

**Disposition.** When no longer needed, FOUO information may be disposed of by tearing each copy into pieces to preclude reconstructing, and placing it in a regular trash container or as directed by the User Agency.

**Unauthorized Disclosure.** Unauthorized disclosure of "For Official Use Only" information does not constitute a security violation but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions.

William W. Gross Director Division of Wage Determinations  
 Wage Determination No.: 1994-2071  
 Revision No.: 22  
 Date Of Last Revision: 11/05/2003

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	11.00
01012 - Accounting Clerk II	12.12
01013 - Accounting Clerk III	14.79
01014 - Accounting Clerk IV	16.76
01030 - Court Reporter	17.03
01050 - Dispatcher, Motor Vehicle	16.84
01060 - Document Preparation Clerk	13.50
01070 - Messenger (Courier)	9.17
01090 - Duplicating Machine Operator	12.38
01110 - Film/Tape Librarian	14.12
01115 - General Clerk I	9.67
01116 - General Clerk II	10.86
01117 - General Clerk III	13.33
01118 - General Clerk IV	16.07
01120 - Housing Referral Assistant	18.29
01131 - Key Entry Operator I	11.99
01132 - Key Entry Operator II	13.09
01191 - Order Clerk I	12.44
01192 - Order Clerk II	13.57
01261 - Personnel Assistant (Employment) I	13.04
01262 - Personnel Assistant (Employment) II	14.53
01263 - Personnel Assistant (Employment) III	17.57
01264 - Personnel Assistant (Employment) IV	19.75
01270 - Production Control Clerk	17.75
01290 - Rental Clerk	14.53
01300 - Scheduler, Maintenance	14.53
01311 - Secretary I	14.44
01312 - Secretary II	17.20
01313 - Secretary III	18.29
01314 - Secretary IV	21.37
01315 - Secretary V	24.73
01320 - Service Order Dispatcher	14.51
01341 - Stenographer I	13.52
01342 - Stenographer II	15.18
01400 - Supply Technician	21.38
01420 - Survey Worker (Interviewer)	16.25
01460 - Switchboard Operator-Receptionist	12.39
01510 - Test Examiner	17.03
01520 - Test Proctor	17.03
01531 - Travel Clerk I	10.27
01532 - Travel Clerk II	10.99
01533 - Travel Clerk III	11.58
01611 - Word Processor I	13.70

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01612 - Word Processor II	15.40
01613 - Word Processor III	17.22
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.20
03041 - Computer Operator I	14.53
03042 - Computer Operator II	16.74
03043 - Computer Operator III	17.86
03044 - Computer Operator IV	20.31
03045 - Computer Operator V	22.49
03071 - Computer Programmer I (1)	16.63
03072 - Computer Programmer II (1)	21.74
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.55
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21.08
05010 - Automotive Glass Installer	20.26
05040 - Automotive Worker	20.26
05070 - Electrician, Automotive	20.50
05100 - Mobile Equipment Servicer	18.29
05130 - Motor Equipment Metal Mechanic	21.97
05160 - Motor Equipment Metal worker	20.26
05190 - Motor Vehicle Mechanic	21.08
05220 - Motor Vehicle Mechanic Helper	16.97
05250 - Motor Vehicle Upholstery worker	19.40
05280 - Motor Vehicle wrecker	20.26
05310 - Painter, Automotive	21.08
05340 - Radiator Repair Specialist	19.90
05370 - Tire Repairer	14.54
05400 - Transmission Repair Specialist	21.08
07000 - Food Preparation and Service Occupations	
(not set) - Food Service worker	9.78
07010 - Baker	15.40
07041 - Cook I	14.48
07042 - Cook II	15.40
07070 - Dishwasher	9.78
07130 - Meat Cutter	14.29
07250 - Waiter/waitress	10.83
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.45
09040 - Furniture Handler	11.72
09070 - Furniture Refinisher	17.35
09100 - Furniture Refinisher Helper	13.96
09110 - Furniture Repairer, Minor	16.18
09130 - Upholsterer	17.35
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.76
11060 - Elevator Operator	11.25
11090 - Gardener	15.99
11121 - House Keeping Aid I	8.97
11122 - House Keeping Aid II	9.96
11150 - Janitor	9.96
11210 - Laborer, Grounds Maintenance	12.46
11240 - Maid or Houseman	8.97
11270 - Pest Controller	15.00
11300 - Refuse Collector	12.39
11330 - Tractor Operator	14.84
11360 - Window Cleaner	11.02
12000 - Health Occupations	
12020 - Dental Assistant	14.43

12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.90
12071 - Licensed Practical Nurse I	13.24
12072 - Licensed Practical Nurse II	14.86
12073 - Licensed Practical Nurse III	16.62
12100 - Medical Assistant	13.05
12130 - Medical Laboratory Technician	14.19
12160 - Medical Record Clerk	12.90
12190 - Medical Record Technician	13.53
12221 - Nursing Assistant I	8.86
12222 - Nursing Assistant II	9.96
12223 - Nursing Assistant III	10.16
12224 - Nursing Assistant IV	12.43
12250 - Pharmacy Technician	13.57
12280 - Phlebotomist	14.19
12311 - Registered Nurse I	21.15
12312 - Registered Nurse II	25.89
12313 - Registered Nurse II, Specialist	25.89
12314 - Registered Nurse III	31.32
12315 - Registered Nurse III, Anesthetist	31.32
12316 - Registered Nurse IV	41.69
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	13.51
13011 - Exhibits Specialist I	18.54
13012 - Exhibits Specialist II	23.46
13013 - Exhibits Specialist III	28.71
13041 - Illustrator I	18.54
13042 - Illustrator II	22.98
13043 - Illustrator III	29.04
13047 - Librarian	27.18
13050 - Library Technician	14.43
13071 - Photographer I	16.73
13072 - Photographer II	20.70
13073 - Photographer III	25.33
13074 - Photographer IV	30.64
13075 - Photographer V	32.43
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.51
15030 - Counter Attendant	7.51
15040 - Dry Cleaner	8.71
15070 - Finisher, Flatwork, Machine	7.51
15090 - Presser, Hand	7.51
15100 - Presser, Machine, Drycleaning	7.51
15130 - Presser, Machine, Shirts	7.51
15160 - Presser, Machine, Wearing Apparel, Laundry	7.51
15190 - Sewing Machine Operator	9.22
15220 - Tailor	10.42
15250 - Washer, Machine	8.09
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	17.35
19040 - Tool and Die Maker	20.27
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.71
21020 - Material Coordinator	15.98
21030 - Material Expediter	15.98
21040 - Material Handling Laborer	11.37
21050 - Order Filler	11.51
21071 - Forklift Operator	12.46
21080 - Production Line Worker (Food Processing)	13.08
21100 - Shipping/Receiving Clerk	11.72
21130 - Shipping Packer	11.72
21140 - Store Worker I	9.38
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.62
21210 - Tools and Parts Attendant	13.89

PKGC3C

21400 - Warehouse Specialist	13.89
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.88
23040 - Aircraft Mechanic Helper	13.96
23050 - Aircraft Quality Control Inspector	21.70
23060 - Aircraft Servicer	15.96
23070 - Aircraft Worker	16.67
23100 - Appliance Mechanic	18.45
23120 - Bicycle Repairer	14.54
23125 - Cable Splicer	20.78
23130 - Carpenter, Maintenance	20.36
23140 - Carpet Layer	17.33
23160 - Electrician, Maintenance	23.91
23181 - Electronics Technician, Maintenance I	17.63
23182 - Electronics Technician, Maintenance II	19.20
23183 - Electronics Technician, Maintenance III	23.52
23260 - Fabric Worker	16.18
23290 - Fire Alarm System Mechanic	19.60
23310 - Fire Extinguisher Repairer	15.05
23340 - Fuel Distribution System Mechanic	19.88
23370 - General Maintenance Worker	17.33
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.74
23430 - Heavy Equipment Mechanic	19.60
23440 - Heavy Equipment Operator	22.83
23460 - Instrument Mechanic	19.60
23470 - Laborer	12.18
23500 - Locksmith	18.45
23530 - Machinery Maintenance Mechanic	19.60
23550 - Machinist, Maintenance	19.60
23580 - Maintenance Trades Helper	13.96
23640 - Millwright	20.44
23700 - Office Appliance Repairer	18.45
23740 - Painter, Aircraft	19.09
23760 - Painter, Maintenance	18.45
23790 - Pipefitter, Maintenance	19.60
23800 - Plumber, Maintenance	18.45
23820 - Pneudraulic Systems Mechanic	19.60
23850 - Rigger	20.78
23870 - Scale Mechanic	17.44
23890 - Sheet-Metal Worker, Maintenance	19.60
23910 - Small Engine Mechanic	17.33
23930 - Telecommunication Mechanic I	19.76
23931 - Telecommunication Mechanic II	22.55
23950 - Telephone Lineman	19.60
23960 - welder, Combination, Maintenance	19.60
23965 - well Driller	19.60
23970 - Woodcraft Worker	19.60
23980 - woodworker	15.05
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.03
24580 - Child Care Center Clerk	15.84
24600 - Chore Aid	9.71
24630 - Homemaker	15.90
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.74
25040 - Sewage Plant Operator	23.26
25070 - Stationary Engineer	22.07
25190 - Ventilation Equipment Tender	13.96
25210 - Water Treatment Plant Operator	21.53
27000 - Protective Service Occupations	
(not set) - Police Officer	29.27
27004 - Alarm Monitor	15.47
27006 - Corrections Officer	21.12

27010 - Court Security Officer	21.12
27040 - Detention Officer	21.12
27070 - Firefighter	21.62
27101 - Guard I	9.83
27102 - Guard II	12.78
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.96
28020 - Hatch Tender	16.18
28030 - Line Handler	16.18
28040 - Stevedore I	16.22
28050 - Stevedore II	18.45
29000 - Technical Occupations	
21150 - Graphic Artist	24.07
29010 - Air Traffic Control Specialist, Center (2)	31.08
29011 - Air Traffic Control Specialist, Station (2)	21.43
29012 - Air Traffic Control Specialist, Terminal (2)	23.60
29023 - Archeological Technician I	18.62
29024 - Archeological Technician II	20.83
29025 - Archeological Technician III	24.66
29030 - Cartographic Technician	24.66
29035 - Computer Based Training (CBT) Specialist/ Instructor	26.18
29040 - Civil Engineering Technician	24.33
29061 - Drafter I	15.85
29062 - Drafter II	17.79
29063 - Drafter III	19.91
29064 - Drafter IV	24.66
29081 - Engineering Technician I	15.14
29082 - Engineering Technician II	16.98
29083 - Engineering Technician III	19.03
29084 - Engineering Technician IV	22.84
29085 - Engineering Technician V	27.13
29086 - Engineering Technician VI	32.83
29090 - Environmental Technician	19.91
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	26.18
29210 - Laboratory Technician	16.23
29240 - Mathematical Technician	20.99
29361 - Paralegal/Legal Assistant I	17.26
29362 - Paralegal/Legal Assistant II	19.86
29363 - Paralegal/Legal Assistant III	24.31
29364 - Paralegal/Legal Assistant IV	29.38
29390 - Photooptics Technician	20.99
29480 - Technical writer	26.02
29491 - Unexploded Ordnance (UXO) Technician I	19.16
29492 - Unexploded Ordnance (UXO) Technician II	23.18
29493 - Unexploded Ordnance (UXO) Technician III	27.78
29494 - Unexploded (UXO) Safety Escort	19.16
29495 - Unexploded (UXO) Sweep Personnel	19.16
29620 - Weather Observer, Senior (3)	20.69
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.63
29622 - Weather Observer, Upper Air (3)	18.63
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.43
31260 - Parking and Lot Attendant	8.93
31290 - Shuttle Bus Driver	13.46
31300 - Taxi Driver	10.70
31361 - Truckdriver, Light Truck	12.68
31362 - Truckdriver, Medium Truck	13.42
31363 - Truckdriver, Heavy Truck	16.96
31364 - Truckdriver, Tractor-Trailer	16.96
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	11.87
99030 - Cashier	11.33

PKGC3C

99041 - Carnival Equipment Operator	13.59
99042 - Carnival Equipment Repairer	14.64
99043 - Carnival Worker	10.30
99050 - Desk Clerk	10.43
99095 - Embalmer	19.16
99300 - Lifeguard	10.07
99310 - Mortician	19.16
99350 - Park Attendant (Aide)	12.64
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.08
99500 - Recreation Specialist	13.82
99510 - Recycling Worker	16.31
99610 - Sales Clerk	11.24
99620 - School Crossing Guard (Crosswalk Attendant)	9.78
99630 - Sport Official	10.07
99658 - Survey Party Chief (Chief of Party)	18.15
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.77
99660 - Surveying Aide	10.77
99690 - Swimming Pool Operator	16.94
99720 - Vending Machine Attendant	14.19
99730 - Vending Machine Repairer	16.94
99740 - Vending Machine Repairer Helper	14.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

PKGC3C

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.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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.