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## FOIA Electronic Reading Room

### Document Coversheet

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**Document Description**

N68936-04-D-0032 Modifications P00001 through P00008
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- This document has been released in its entirety.**
- Portions of this document have been excised pursuant to the Freedom of Information Act. The applicable portions(s) excised and the exemption(s) applied are indicated below.**
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Commander (Code K00000D FOIA)  
Naval Air Warfare Center Weapons Division  
1 Administration Circle Stop 1009  
China Lake, CA 93555-6100

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1   13
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 03-Feb-2006	4. REQUISITION/PURCHASE REQ. NO. 0010084275	5. PROJECT NO.(If applicable)	
6. ISSUED BY CDR NAWCWD CODE 210000D ATTN: L. ALDRIDGE (760) 939-2799 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108	CODE N68936	7. ADMINISTERED BY (If other than item 6) DCMA LOS ANGELES 16111 PLUMMER STREET BLDG 10, 2ND FLOOR SEPULVEDA CA 91343	CODE	S0512A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SYSTEMS APPLICATION & TECHNOLOGIES INC GEOFF DEZAVALA DBA: SA-TECH 2001 N. SOLAR DR. SUITE 175 OXNARD CA 93030-2647			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N68936-04-D-0032	
			X 10B. DATED (SEE ITEM 13) 01-Oct-2004	
CODE OKE94	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Agreement of the parties and the provisions of this contract				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: aldrigd06646  See page 2.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DIANE E FOUCHER / PROCUREMENT CONTRACTING OFFICE TEL: (760) 939-8160 EMAIL: diane.foucher@navy.mil	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Diane E. Foucher</u> (Signature of Contracting Officer)		16C. DATE SIGNED 03-Feb-2006

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

The purpose of this modification is to:

1. Incorporate the requirement for invoicing through DCMA's Wide Area Workflow system
2. add clause 52.204-7 CENTRAL CONTRACTOR REGISTRATION to the contract by reference.
3. Add government furnished property to the contract, and formally assign government property administration duties.
4. Update the contract attachments 1 and 5
5. Incorporate the requirement to maximize the use of streamlined task order procedures

Changes to the contract are as follows:

- 1. Incorporation of Wide Area Workflow requirements to support electronic invoicing requires the following changes:**

**SECTION G - CONTRACT ADMINISTRATION DATA**

**The following clauses and text are hereby incorporated into the contract in their full text:**

**252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)**

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

**5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF) (NAVAIR) (OCT 2005)**

(a) Invoices under this Contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the internet at <http://www.wawftraining.com/>. Additional support can be accessed by calling the NAVY WAWF Assistance Line: 800-559-WAWF (9293).

(2) A separate invoice will be prepared [insert desired invoice submission timing].

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are acceptable.

(b) The following information regarding [Insert Activity Name Here] is provided for completion of the invoice in WAWF:

WAWF Invoice Type:	2 in 1
Issuing Office DODAAC	N68936
Admin Office DODAAC:	S0512A
Inspector DODAAC (if applicable):	N68936
Ship To DODAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (for Cost Voucher) (if applicable):	N68936
Local Processing Office DODAAC:	N68936
DCAA Office DODAAC (if applicable):	
Paying Office DODAAC:	HQ0339

(c) The contractor shall submit invoices for payment per contract terms.

(d) The Government shall process invoices for payment per contract terms.

(e) For Navy accounting purposes only:

Code: 254100D, Name: Liz Aldridge  
Phone: 760 939-2799, Fax: 760 939-9651

**G-TXT INVOICING INSTRUCTIONS**

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

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

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

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

(d) 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.

- (e) Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the contractor - not the assignee - is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment, dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee).

**The following contract clauses are hereby deleted in their entirety:**

**Contract Clause 5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME- AND-MATERIAL, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) (NAPS)**

**Contract Clause 5252.232-9503 INVOICE INSTRUCTIONS (NAVAIR) (MAR 1999)**

- 2. To correct an oversight at contract award the following Clause is incorporated into Section G of the contract:**

FAR Clause 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

- 3. The addition of government furnished property requires the following changes to the contract requires the following changes:**

SECTION C DESCRIPTIONS AND SPECIFICATIONS

**The contract SOW is deleted and the following is inserted therefore:**

#### **STATEMENT OF WORK**

**1.0 SCOPE.** The contractor shall support research, development, test, and evaluation programs under the cognizance of the Weapons Survivability Laboratory (WSL) in the Survivability Division of the Systems Engineering Department. Performance will normally be conducted at the Naval Air Warfare Center Weapons Division (NAWCWD), China Lake, CA. The contractor shall work primarily in the facilities available on this Navy installation (See SOW Section 5.0 FACILITIES), and utilize the government equipment available in those facilities. Of the facilities listed in Section 5.0, only the machine shop is expected to be used almost exclusively by the contractor. The list of government furnished property which has been incorporated into the contract in Section J, Attachment 6 is associated with that government facility. Further, any contractor acquired equipment or tooling purchased under this contract for contract performance in the machine shop shall be processed in accordance with Section I, Clause 52.245-5 GOVERNMENT PROPERTY (COST REIMBURSEMENT TIME-AND-MATERIALS, OR LABOR HOUR CONTRACTS).

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

- 2.1 Navy Occupational Safety and Health Program Manual, OPNAVINST 5100.23F
- 2.2 Occupational Safety and Health Manual, NAWS CL Instruction 5100.2 dated 14 May 1997
- 2.3 PART 1910-OCCUPATIONAL SAFETY AND HEALTH STANDARDS, Title 29: Chapter XVII, Code of Federal Regulations, Labor (29 CFR 1910)
- 2.4 Hazard Communication (HAZCOM) Program, NAWSCL Instruction 5100.3

- 2.5 Operational Risk Management, NAWSCL Instruction 5100.5
- 2.6 Vehicle and Equipment Operators Licensing and Training, NAWSCL Instruction 11240-1, dated 27 Feb 2003.
- 2.7 Acquisition, Use and Maintenance of Government Vehicles and Miscellaneous Fuel and Consuming Equipment, NAWSCL Instruction 11240-14, dated 07 Nov 2000.
- 2.8 WSL Preventive Maintenance Plan
- 2.9 WSL Test Asset Inventory Listing
- 2.10 Management of Civil Engineering Equipment, NAVFAC, P300, dated September 2003.
- 2.11 Management of Weight Handling Equipment, NAVFAC, P307, dated June 2003.
- 2.12 Mishap Investigation and Reporting OPNAVINST 5102.1C dated March 1989

**3.0 REQUIREMENTS.** The contractor shall provide technical support for the following types of test activities:

- a. Testing and evaluation of the survivability of U.S. aircraft and missiles against foreign threats.
- b. Testing and evaluation of the lethality of U.S. weapons against foreign aircraft and missiles.
- c. Safe separation testing of free fall and other weapons.
- d. Aerodynamic testing of weapons and recovery systems.

Test support systems and simulators developed, fabricated and/or installed by the contractor shall perform according to test program technical requirements as defined in the test plan while operating in an environment of explosive detonations, high-velocity projectiles and fragments, fires, airflow velocities up to 610 knots, water, oils, and fuels.

The Government will provide WSL project and facility program schedules. The Government reserves the right to make program schedule changes. Program and facility schedules will be discussed and/or reviewed weekly during the WSL scheduling meeting, normally held each Thursday morning at 0730 Pacific Time in the WSL Test Support Center conference room. Key personnel from the Government and contractor team will attend.

**3.1 Test Support.** The contractor shall perform the following tasks, which will be identified on individual task orders: In accordance with the test plans, the contractor shall build and or prepare test articles, test fixtures and stands and provide test support which includes planning, design, fabrication, preparation, instrumentation and testing. These efforts will result in successful completion of test programs where tests are completed on time, within budget and data acquired is complete and accurate. The Contractor shall perform logistics, maintenance, repair; test site clean up, which will enable efficient and smooth operations of the WSL.

**3.1.1 Planning.** The Contractor shall attend and participate in test planning and the weekly test-scheduling meeting held by the government. Contractor shall provide input for the development of the test plan for each test program. The Contractor shall schedule employee support to insure that program milestone requirements are satisfied without jeopardizing safety of operations. Contractor shall perform planning and scheduling of maintenance, repair and update of test support facilities, equipment and systems. Contractor plans shall be clear, concise and easy to understand.

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

The Contractor shall document instrumentation, hardware and software designs, developments and implementations. Instrumentation documentation may include tables and schematics of data acquisition, control and power

requirements. Hardware documentation may include engineering drawings and reports. Software documentation may include plans to meet requirements for tests or facility, source code and instructions for use. Review and/or recommend modifications to engineering designs submitted by contractor staff for technical adequacy and to insure safety requirements are satisfied. The contractor shall not implement any design change unless authorized by a test plan.

With the concurrence of the COR, the contractor shall value engineer, correct and document any design characteristics that are found to inhibit or make instrumentation, assembly or fabrication unnecessarily costly but that do not otherwise alter performance or system effectiveness characteristics.

**3.1.3 Fabrication.** The contractor shall perform a wide range of general mechanical, aerospace and electronic fabrication tasks. The Contractor shall fabricate, modify, disassemble, repair, and reassemble aircraft and missile airframe and propulsion systems, simulators, structural support assemblies, fixtures, replicas, representative aerospace structural test panels, special test equipment, electronic components and data acquisition systems. The Contractor shall perform modifications to or construct special test support equipment, systems, and large-scale structures. The Contractor shall fabricate limited production runs of simulated aircraft structural assemblies.

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

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

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

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

Examples of typical test instrumentation and data acquisition requirements are:

Linear Motion Measurement	Strain
Ballistic Velocities	RPM
Vibration	Optical flash detection

Pressures	Range timing
Temperatures	Standard Video
Fluid Flow	Still Photographs
High Speed film	High Speed Video

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

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

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

**3.1.7 Logistics.** The Contractor shall perform market research and make recommendations regarding supplies and equipment best suited to meet program or facility requirements. The Contractor shall maintain and update the WSL test asset inventory list of government owned hand tools and equipment and library listing consisting of aerospace technical publications, product directories/catalogs and weapon systems maintenance logs. The Contractor shall maintain equipment inventory listing of WSL owned Weapons Division Property System (WDPS) items. The Contractor shall maintain inventory listing of government owned hand tools and equipment. The Contractor shall be required to access the WDPS on the NAVAIR network to track and update data. The Contractor shall update and revise WSL Inventory Control Management System inventories including:

- WSL Test Asset Inventory
- Government Property Inventory (WDPS)
- WSL Metal Inventory
- Materials Safety Data Sheets Log

**3.1.8 Technical Materials and Equipment.** The Contractor shall provide materials, supplies, or minor equipment to perform specific task order requirements. Typical examples of such procurements are structural steel, steel plate, aluminum extrusions, tooling, test support equipment or minor equipment such as electric or pneumatic tools. Ownership of any such materials or equipment procured will remain with the Government.

**3.1.9 Shipping and Receiving.** The Contractor shall remove material from storage and prepare for shipment according to Federal shipping guidelines and private carrier guidelines. The Contractor shall transport ready-to-ship materials to Government Shipping and Receiving dock. The Contractor shall verify incoming shipments of materials and merchandise against receiving documents, noting and reporting discrepancies and obvious damages, and record date of receipt. The Contractor shall route materials to prescribed shops, test sites or WSL storage locations. The Contractor shall store, stack or palletize materials in accordance with prescribed storage and safety methods. The Contractor shall pick up incoming shipments of materials and merchandise.

**3.1.10 WSL Maintenance.** The Contractor shall perform test facility and equipment maintenance according to the WSL Preventive Maintenance Plan.

**3.1.11 Data Requirements.**

**3.1.11.1 Weekly Progress Report.** The Contractor shall report project and facility program progress orally during the weekly test planning and test-scheduling meeting.

**3.1.11.2 Labor Hour and Cost Reports.** The Contractor shall submit a weekly report listing man-hours performed on each task order by labor category, employee name and WSL project number, total dollars charged per task order and task order balance by dollars and hours to the COR.

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

**3.1.11.4 Workforce Change Reports.** At contract effective date, the Contractor shall provide a list of personnel by labor classification to the COR. As changes in the workforce occur the contractor shall update the report within 24 hours of a new employee reporting to work.

**3.2 Place of Performance.** Work will be performed primarily at, but not limited to, the WSL, NAVAIR Weapons Division, China Lake, CA. Other potential sites include NAVAIR Weapons Division and Point Mugu, CA.

**3.3 Tools.** The Contractor shall establish a required tool listing for each labor position (tools of the trade). The Contractor shall either provide at no cost to the Government or ensure that employees acquire and have available for use at the worksite, a complete tool kit. Employee tool kits shall contain such items as socket sets, wrenches, pliers, screwdrivers, hammers, flashlight, awls, scribes, tape measures, allen wrenches, wire cutters, or soldering irons. The tool kits should allow a contract employee to meet the functions of their position.

The Government will make available on a shared access basis unique air and electric power tools and hand tools larger than those typically included in the employee tool kit.

#### **4.0 General.**

**4.1 Official Travel.** Travel to other government agencies and contractor sites may be required to accomplish tasks defined in specific task orders.

**4.2 Safety.** The contractor shall comply with all Federal, State and Local safety regulations in accordance with the following regulations and guidance at OPNAVINST 5100.23F, Navy Occupational Safety and Health Program Manual NAWSINST 5100.2, Occupational Safety and Health Manual: PART 1910-*OCCUPATIONAL SAFETY AND HEALTH STANDARDS*: Title 29; Chapter XVII, Code of Federal Regulations, Labor (29 CFR 1910); NAWSCL Instruction 5100.3, Hazard Communication (HAZCOM) Program, NAWSCL Instruction 5100.5, Operational Risk Management of Civil Engineering Equipment, P300: and Management of Weight Handling Equipment, P307. The contractor shall provide all personnel safety training and certification as required by safety instructions and regulations.

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

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

**4.2.2 Expendable Safety Materials.** Expendable safety materials such as respirators and filters, disposable earplugs and disposable eye protection shall be charged to the individual task orders. Purchase of expendable safety materials requires COR approval prior to purchase.

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

**4.2.4 Personal Safety Gear.** Costs for individualized safety gear such as prescription safety eye wear; protective clothing, and safety shoes are the responsibility of the contractor or the contractor employee and shall not be charged to the Government.

**4.3 Security.** The contractor shall acquire personnel security clearances up to and including **SECRET** level for all key personnel and Confidential for all other employees for handling of documentation and hardware. The Government will provide secure storage facilities for classified Government hardware and documents.

**4.4 Contractor Vehicles.** The Contractor shall lease with an option to buy the vehicles required to accomplish required tasking on this contract. The government will reserve the right to purchase or transfer title to the leased vehicles at the end of the contract period. The vehicles shall be registered in the Contractor's name and the Lien Holder will be USN, NAWCWD-China Lake. At the end of the contract, all contractor-acquired vehicles (CAP) shall be transferred to the follow-on contract. The contractor shall ensure contractor personnel driving these vehicles have a valid California's driver's license as well as maintain vehicle insurance coverage in accordance with FAR 52.228-7. The contractor shall use the most cost-effective (economical) means to fuel vehicles using the NAVAIR-WD fuel farm or the Contractor's negotiated local gas station.

The government anticipates that the contractor will require a minimum of five compact-class 1/2-ton pickup trucks and four full-size pickup trucks equipped with a rear bumper for towing and one crew cab full sized pickup truck equipped with a rear bumper for towing. Additional vehicles may be required depending on level of work and testing requirements. These vehicles will be required for the contractor's sole use in performance of this contract. Each truck shall be operational and fully capable of supporting the performance of this contract 9 out of 10 working days. Not more than one truck at any one time will be out of service. Maintenance and servicing of contractor vehicles shall be the contractor's responsibility. The contractor shall perform required vehicle maintenance (including smog checks, registration, tire rotation, oil changes and lubrication for all vehicles every 3 months or 3,000 miles which ever occurs first). No Government equipment/materials/labor will be provided. Vehicle Maintenance Records for each vehicle shall be established per FAR Part 45.505 requirements

**4.5 Contract Special Handling Equipment.** The Contractor shall lease with an option to buy the special handling equipment required to accomplish required tasking on this contract. The Contractor shall provide one rough terrain forklift with (4-Wheel Drive and Crab steering capability), a minimum 40 foot telescoping boom, 10,000 lb. lift capacity with load capacity of 9,000 lbs at 75-degree boom angle fully extended and a load capacity of 2,000 lbs at 0-degree boom angle fully extended, frame tilt control, automatic fork leveling, enclosed cab with heat and air conditioning, outriggers (stabilizers), fork dimensions of 2" x 4" x 60", side shift carriage fork tilt capability, diesel fuel, pneumatic or foam filled tires. The government will reserve the right to purchase the special handling equipment at the end of the contract period. The special handling equipment will be registered in the Contractor's name and the Lien Holder will be USN, NAWCWD-China Lake. At the end of the contract, the contractor shall transfer the special handling equipment to the follow on contract. The contractor shall ensure that contractor's employees driving this equipment are certified and maintain vehicle insurance coverage in accordance with 52.228-7. Maintenance and servicing of contractor special handling equipment shall be the contractor's responsibility in accordance with the original equipment manufacturer (OEM) guidelines. No Government

equipment/materials/labor will be provided. The contractor shall be required to rent additional special handling equipment as needed to perform tasking in individual task orders. It is expected that rental periods would be one or two months at a time.

The contractor shall comply in accordance with the following regulations: NAWS Instruction 11240-1, Vehicle and Equipment Operators Licensing and Training, and, NAWS instruction 11240-14, Acquisition, Use and Maintenance of Government Vehicles and Miscellaneous Fuel and Consuming Equipment.

**4.6 Contractor Vehicle Fuels/Lubricants.** Fuel for contractor vehicles and contract special handling equipment, sections 4.4 and 4.5 of this contract SOW, used in the official use and performance of this contract SOW, will be provided using the most cost-effective (economical) means to fuel vehicles using the NAVAIR-WD fuel farm or the Contractor's negotiated local gas station. The Contractor shall provide all lubricants, servicing and maintenance for contractor vehicles and contract special handling equipment.

**5.0 FACILITIES.** The following Government facilities and equipment therein and in the area defined as the WSL, are jointly utilized and are not provided for the exclusive use of the contractor but are available on site to support the performance of this contract SOW.

**5.1 Facilities.**

Building	Function
31175	Office space (Note: the Government will provide office furniture, telephone systems and computer network access for up to 8 contractor personnel positions.)
31151	Assembly/Fabrication facility
31192	Machine shop
31196	Storage building
31197	Jet engine/Fabrication shop
31198	Paint booth/Coating facility
31150	Assembly building
31167	Test Control Building (Fire Control)
31162	Test Control Building (K-2 Fire Control)
31211	Fuel Farm Pump House

**5.2 Equipment**

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

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

High Velocity Airflow System  
Portable Airflow System  
Light Water Fire Extinguishing System  
CO2 Fire Extinguishing System  
Fuel Temperature Conditioning System  
Oil/Water Separator System  
65,000 lb. Straddle Crane  
Aviation Support Equipment

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

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

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

**5.2.5 Computer Equipment.** The Government will provide computer hardware and software for the use in the performance of this contract SOW.

**5.3 Government Transportation.** The following are available for the contractor's use in the performance of this contract SOW. The Government will provide maintenance, servicing, lubricants and fuel.

- a. One (1) Five-ton Stake Truck
- b. One (1) 1/2-Jeep CJ-5
- c. One (1) General Purpose Utility Vehicle

**5.4 Government Special Handling Equipment.** The following Special Handling Equipment is available for use in the performance of this contract SOW. The Government will provide maintenance, servicing, lubricants and fuel. Contractor personnel shall obtain necessary training and licenses necessary to meet NAWS, OSHA and WSL requirements as listed in Section 2.0 of this contract SOW prior to operating Special Handling Equipment such as:

- a. 20,000 lb. All Terrain Forklift (2)
- b. 65,000 lb. Straddle Crane
- c. Mobile 20,000 lb. Crane

3.b. The following text has been incorporated into Section H of this contract:

**H-TEXT -01 ASSIGNMENT OF GOVERNMENT PROPERTY ADMINISTRATOR**

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

Ms. Elisabeth Knight, Naval Air Warfare Center, Weapons Division  
Code 210000D, China Lake, CA 93555-6100  
(760) 939-2074

3.c. Attachment 6 is incorporated into Section J of this contract

4. **Section J Attachments 1 and 5 have been deleted, and the attached updates have been inserted therefor, and the SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS is updated as follows:**

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

	Title	Date	No. of Pages
Exhibit A	Contract Data Requirements List CDRL, DD Form 1423-1 & DID's	3/25/04	20
Attachment 1	DD FORM 254	3/9/05	2
Attachment 2	WSL Preventative Maintenance Plan	2/05/04	31
Attachment 3	WSL Inventory Listing	N/A	40
Attachment 4	NAVFAC P-300 "Management of Transportation Equipment:	9/1992	3
Attachment 5	Wage Determination 94-2053 revision 26	5/23/05	9
Attachment 6	Government Furnished Property	1/6/05	1

5. **Streamlined Ordering Procedure:**

SECTION H – SPECIAL CONTRACT REQUIREMENTS

The following clause is hereby incorporated into the contract:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) notify the Ordering Officer with in three working days

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

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

(End of clause)

In consideration of the modifications agreed to herein, and as complete and equitable adjustment at no change to the contract value, for these modifications, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to these modifications.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE U	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 19-Sep-2006	4. REQUISITION/PURCHASE REQ. NO. 0010084275	5. PROJECT NO. (If applicable)	
6. ISSUED BY CDR NAWCWD CODE 210000 ATTN: L. ALDRIDGE (760) 939-2799 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108	CODE N68936	7. ADMINISTERED BY (If other than item 6) DCMA LOS ANGELES 16111 PLUMMER STREET BLDG 10, 2ND FLOOR SEPULVEDA CA 91343	CODE	S0512A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SYSTEMS APPLICATION & TECHNOLOGIES INC GEOFF DEZAVALA DBA: SA-TECH 2001 N. SOLAR DR. SUITE 175 OXNARD CA 93030-2647			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N68936-04-D-0032	
			X 10B. DATED (SEE ITEM 13) 01-Oct-2004	
CODE OKE94			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES and 52.232-22 LIMITATION OF FUNDS				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: aldrigl062373  This modification deobligates funds from the basic contract as the minimum quantity has been ordered. See page 2.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DIANE E FOUCHER / PROCUREMENT CONTRACTING OFFICE TEL: (760) 939-8160 EMAIL: dana.foucher@navy.mil	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Diane E. Foucher</u> (Signature of Contracting Officer)	16C. DATE SIGNED 19-Sep-2006	
(Signature of person authorized to sign)				

**SECTION SF 30 BLOCK 14 CONTINUATION PAGE**

**SUMMARY OF CHANGES**

**SECTION G - CONTRACT ADMINISTRATION DATA**

**Accounting and Appropriation**

**Summary for the Payment Office**

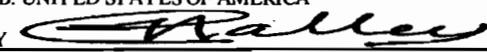
As a result of this modification, the total funded amount for this document was  
(b)(4)

(b)(4)

**CLIN 0001:**

AA: 97X4930 NH2C 252 77777 0 054219 2F 000000 000005035700 (CIN  
00000000000000000000000000000000) was (b)(4)

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>U</b>	PAGE OF PAGES <b>1   13</b>
2. AMENDMENT/MODIFICATION NO. <b>F00003</b>		3. EFFECTIVE DATE <b>25-Jun-2007</b>	4. REQUISITION/PURCHASE REQ. NO. <b>0010084275</b>		5. PROJECT NO. (If applicable)
6. ISSUED BY CDR NAWCWD CODE 210000D ATTN: L ALDRIDGE (780) 939-2799 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108		CODE <b>N68936</b>	7. ADMINISTERED BY (If other than item 6) DCMA LOS ANGELES 18111 PLUMMER STREET BLDG 10, 2ND FLOOR SEPULVEDA CA 91343		CODE <b>S0512A</b>
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SYSTEMS APPLICATION & TECHNOLOGIES INC MIKE CORDOZA DBA: SA-TECH 1001 TOWN CENTER DR. SUITE 110 OXNARD CA 93030-2847				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>N68936-04-D-0032</b>	
				X 10B. DATED (SEE ITEM 13) <b>01-Oct-2004</b>	
CODE <b>OKE94</b>		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) <b>52.243-2 CHANGES COST REIMBURSEMENT &amp; Agreement of the Parties</b>					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>aldrigg071527</b>  The purpose of this modification is to incorporate a revised DD254. See page 2.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) COLETTE C NALLEY / PROCURING CONTRACTING OFFICER TEL: (780) 939-2983 EMAIL: colette.nalley@navy.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED <b>25-Jun-2007</b>
(Signature of person authorized to sign)					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following has been modified:

**STATEMENT OF WORK**

**1.0 SCOPE.** The contractor shall support research, development, test, and evaluation programs under the cognizance of the Weapons Survivability Laboratory (WSL) in the Survivability Division of the Systems Engineering Department. Performance will normally be conducted at the Naval Air Warfare Center Weapons Division (NAWCWD), China Lake, CA. The contractor shall work primarily in the facilities available on this Navy installation (See SOW Section 5.0 FACILITIES), and utilize the government equipment available in those facilities. Of the facilities listed in Section 5.0, only the machine shop is expected to be used almost exclusively by the contractor. The list of government furnished property which has been incorporated into the contract in Section J, Attachment 6 is associated with that government facility. Further, any contractor acquired equipment or tooling purchased under this contract for contract performance in the machine shop shall be processed in accordance with Section I, Clause 52.245-5 GOVERNMENT PROPERTY (COST REIMBURSEMENT TIME-AND-MATERIALS, OR LABOR HOUR CONTRACTS).

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

- 2.1 Navy Occupational Safety and Health Program Manual, OPNAVINST 5100.23F
- 2.2 Occupational Safety and Health Manual, NAWS CL Instruction 5100.2 dated 14 May 1997
- 2.3 PART 1910-OCCUPATIONAL SAFETY AND HEALTH STANDARDS, Title 29: Chapter XVII, Code of Federal Regulations, Labor (29 CFR 1910)
- 2.4 Hazard Communication (HAZCOM) Program, NAWSCL Instruction 5100.3
- 2.5 Operational Risk Management, NAWSCL Instruction 5100.5
- 2.6 Vehicle and Equipment Operators Licensing and Training, NAWSCL Instruction 11240-1, dated 27 Feb 2003.
- 2.7 Acquisition, Use and Maintenance of Government Vehicles and Miscellaneous Fuel and Consuming Equipment, NAWSCL Instruction 11240-14, dated 07 Nov 2000.
- 2.8 WSL Preventive Maintenance Plan
- 2.9 WSL Test Asset Inventory Listing
- 2.10 Management of Civil Engineering Equipment, NAVFAC, P300, dated September 2003.
- 2.11 Management of Weight Handling Equipment, NAVFAC, P307, dated June 2003.
- 2.12 Mishap Investigation and Reporting OPNAVINST 5102.1C dated March 1989

**3.0 REQUIREMENTS.** The contractor shall provide technical support for the following types of test activities:

- a. Testing and evaluation of the survivability of U.S. aircraft and missiles against foreign threats.
- b. Testing and evaluation of the lethality of U.S. weapons against foreign aircraft and missiles.
- c. Safe separation testing of free fall and other weapons.
- d. Aerodynamic testing of weapons and recovery systems.

Test support systems and simulators developed, fabricated and/or installed by the contractor shall perform according to test program technical requirements as defined in the test plan while operating in an environment of

explosive detonations, high-velocity projectiles and fragments, fires, airflow velocities up to 610 knots, water, oils, and fuels.

The Government will provide WSL project and facility program schedules. The Government reserves the right to make program schedule changes. Program and facility schedules will be discussed and/or reviewed weekly during the WSL scheduling meeting, normally held each Thursday morning at 0730 Pacific Time in the WSL Test Support Center conference room. Key personnel from the Government and contractor team will attend.

**3.1 Test Support.** The contractor shall perform the following tasks, which will be identified on individual task orders: In accordance with the test plans, the contractor shall build and or prepare test articles, test fixtures and stands and provide test support which includes planning, design, fabrication, preparation, instrumentation and testing. These efforts will result in successful completion of test programs where tests are completed on time, within budget and data acquired is complete and accurate. The Contractor shall perform logistics, maintenance, repair; test site clean up, which will enable efficient and smooth operations of the WSL.

**3.1.1 Planning.** The Contractor shall attend and participate in test planning and the weekly test-scheduling meeting held by the government. Contractor shall provide input for the development of the test plan for each test program. The Contractor shall schedule employee support to insure that program milestone requirements are satisfied without jeopardizing safety of operations. Contractor shall perform planning and scheduling of maintenance, repair and update of test support facilities, equipment and systems. Contractor plans shall be clear, concise and easy to understand.

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

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

With the concurrence of the COR, the contractor shall value engineer, correct and document any design characteristics that are found to inhibit or make instrumentation, assembly or fabrication unnecessarily costly but that do not otherwise alter performance or system effectiveness characteristics.

**3.1.3 Fabrication.** The contractor shall perform a wide range of general mechanical, aerospace and electronic fabrication tasks. The Contractor shall fabricate, modify, disassemble, repair, and reassemble aircraft and missile airframe and propulsion systems, simulators, structural support assemblies, fixtures, replicas, representative aerospace structural test panels, special test equipment, electronic components and data acquisition systems. The Contractor shall perform modifications to or construct special test support equipment, systems, and large-scale structures. The Contractor shall fabricate limited production runs of simulated aircraft structural assemblies.

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

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

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

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

Examples of typical test instrumentation and data acquisition requirements are:

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

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

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

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

**3.1.7 Logistics.** The Contractor shall perform market research and make recommendations regarding supplies and equipment best suited to meet program or facility requirements. The Contractor shall maintain and update the WSL test asset inventory list of government owned hand tools and equipment and library listing consisting of aerospace technical publications, product directories/catalogs and weapon systems maintenance logs. The Contractor shall maintain equipment inventory listing of WSL owned Weapons Division Property System (WDPS) items. The Contractor shall maintain inventory listing of government owned hand tools and equipment. The Contractor shall be required to access the WDPS on the NAVAIR network to track and update data. The Contractor shall update and revise WSL Inventory Control Management System inventories including:

- WSL Test Asset Inventory
- Government Property Inventory (WDPS)
- WSL Metal Inventory
- Materials Safety Data Sheets Log

**3.1.8 Technical Materials and Equipment.** The Contractor shall provide materials, supplies, or minor equipment to perform specific task order requirements. Typical examples of such procurements are structural steel, steel plate, aluminum extrusions, tooling, test support equipment or minor equipment such as electric or pneumatic tools. Ownership of any such materials or equipment procured will remain with the Government.

**3.1.9 Shipping and Receiving.** The Contractor shall remove material from storage and prepare for shipment according to Federal shipping guidelines and private carrier guidelines. The Contractor shall transport ready-to-ship materials to Government Shipping and Receiving dock. The Contractor shall verify incoming shipments of materials and merchandise against receiving documents, noting and reporting discrepancies and obvious damages, and record date of receipt. The Contractor shall route materials to prescribed shops, test sites or WSL storage locations. The Contractor shall store, stack or palletize materials in accordance with prescribed storage and safety methods. The Contractor shall pick up incoming shipments of materials and merchandise.

**3.1.10 WSL Maintenance.** The Contractor shall perform test facility and equipment maintenance according to the WSL Preventive Maintenance Plan.

**3.1.11 Data Requirements.**

**3.1.11.1 Weekly Progress Report.** The Contractor shall report project and facility program progress orally during the weekly test planning and test-scheduling meeting.

**3.1.11.2 Labor Hour and Cost Reports.** The Contractor shall submit a weekly report listing man-hours performed on each task order by labor category, employee name and WSL project number, total dollars charged per task order and task order balance by dollars and hours to the COR.

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

**3.1.11.4 Workforce Change Reports.** At contract effective date, the Contractor shall provide a list of personnel by labor classification to the COR. As changes in the workforce occur the contractor shall update the report within 24 hours of a new employee reporting to work.

**3.2 Place of Performance.** Work will be performed primarily at, but not limited to, the WSL, NAVAIR Weapons Division, China Lake, CA. Other potential sites include NAVAIR Weapons Division and Point Mugu, CA.

**3.3 Tools.** The Contractor shall establish a required tool listing for each labor position (tools of the trade). The Contractor shall either provide at no cost to the Government or ensure that employees acquire and have available for

use at the worksite, a complete tool kit. Employee tool kits shall contain such items as socket sets, wrenches, pliers, screwdrivers, hammers, flashlight, awls, scribes, tape measures, allen wrenches, wire cutters, or soldering irons. The tool kits should allow a contract employee to meet the functions of their position.

The Government will make available on a shared access basis unique air and electric power tools and hand tools larger than those typically included in the employee tool kit.

#### **4.0 General.**

**4.1 Official Travel.** Travel to other government agencies and contractor sites may be required to accomplish tasks defined in specific task orders.

**4.2 Safety.** The contractor shall comply with all Federal, State and Local safety regulations in accordance with the following regulations and guidance at OPNAVINST 5100.23F, Navy Occupational Safety and Health Program Manual NAWSINST 5100.2, Occupational Safety and Health Manual: PART 1910-*OCCUPATIONAL SAFETY AND HEALTH STANDARDS*: Title 29; Chapter XVII, Code of Federal Regulations, Labor (29 CFR 1910); NAWSCL Instruction 5100.3, Hazard Communication (HAZCOM) Program, NAWSCL Instruction 5100.5, Operational Risk Management of Civil Engineering Equipment, P300: and Management of Weight Handling Equipment, P307. The contractor shall provide all personnel safety training and certification as required by safety instructions and regulations.

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

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

**4.2.2 Expendable Safety Materials.** Expendable safety materials such as respirators and filters, disposable earplugs and disposable eye protection shall be charged to the individual task orders. Purchase of expendable safety materials requires COR approval prior to purchase.

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

**4.2.4 Personal Safety Gear.** Costs for individualized safety gear such as prescription safety eye wear; protective clothing, and safety shoes are the responsibility of the contractor or the contractor employee and shall not be charged to the Government.

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

**4.4 Contractor Vehicles.** The Contractor shall lease with an option to buy the vehicles required to accomplish required tasking on this contract. The government will reserve the right to purchase or transfer title to the leased vehicles at the end of the contract period. The vehicles shall be registered in the Contractor's name and the Lien Holder will be USN, NAWCWD-China Lake. At the end of the contract, all contractor-acquired vehicles (CAP) shall

be transferred to the follow-on contract. The contractor shall ensure contractor personnel driving these vehicles have a valid California's driver's license as well as maintain vehicle insurance coverage in accordance with FAR 52.228-7. The contractor shall use the most cost-effective (economical) means to fuel vehicles using the NAVAIR-WD fuel farm or the Contractor's negotiated local gas station.

The government anticipates that the contractor will require a minimum of five compact-class 1/2-ton pickup trucks and four full-size pickup trucks equipped with a rear bumper for towing and one crew cab full sized pickup truck equipped with a rear bumper for towing. Additional vehicles may be required depending on level of work and testing requirements. These vehicles will be required for the contractor's sole use in performance of this contract. Each truck shall be operational and fully capable of supporting the performance of this contract 9 out of 10 working days. Not more than one truck at any one time will be out of service. Maintenance and servicing of contractor vehicles shall be the contractor's responsibility. The contractor shall perform required vehicle maintenance (including smog checks, registration, tire rotation, oil changes and lubrication for all vehicles every 3 months or 3,000 miles which ever occurs first). No Government equipment/materials/labor will be provided. Vehicle Maintenance Records for each vehicle shall be established per FAR Part 45.505 requirements

**4.5 Contract Special Handling Equipment.** The Contractor shall lease with an option to buy the special handling equipment required to accomplish required tasking on this contract. The Contractor shall provide one rough terrain forklift with (4-Wheel Drive and Crab steering capability), a minimum 40 foot telescoping boom, 10,000 lb. lift capacity with load capacity of 9,000 lbs at 75-degree boom angle fully extended and a load capacity of 2,000 lbs at 0-degree boom angle fully extended, frame tilt control, automatic fork leveling, enclosed cab with heat and air conditioning, outriggers (stabilizers), fork dimensions of 2" x 4" x 60", side shift carriage fork tilt capability, diesel fuel, pneumatic or foam filled tires. The government will reserve the right to purchase the special handling equipment at the end of the contract period. The special handling equipment will be registered in the Contractor's name and the Lien Holder will be USN, NAWCWD-China Lake. At the end of the contract, the contractor shall transfer the special handling equipment to the follow on contract. The contractor shall ensure that contractor's employees driving this equipment are certified and maintain vehicle insurance coverage in accordance with 52.228-7. Maintenance and servicing of contractor special handling equipment shall be the contractor's responsibility in accordance with the original equipment manufacturer (OEM) guidelines. No Government equipment/materials/labor will be provided. The contractor shall be required to rent additional special handling equipment as needed to perform tasking in individual task orders. It is expected that rental periods would be one or two months at a time.

The contractor shall comply in accordance with the following regulations: NAWC Instruction 11240-1, Vehicle and Equipment Operators Licensing and Training, and, NAWC instruction 11240-14, Acquisition, Use and Maintenance of Government Vehicles and Miscellaneous Fuel and Consuming Equipment.

**4.6 Contractor Vehicle Fuels/Lubricants.** Fuel for contractor vehicles and contract special handling equipment, sections 4.4 and 4.5 of this contract SOW, used in the official use and performance of this contract SOW, will be provided using the most cost-effective (economical) means to fuel vehicles using the NAVAIR-WD fuel farm or the Contractor's negotiated local gas station. The Contractor shall provide all lubricants, servicing and maintenance for contractor vehicles and contract special handling equipment.

**5.0 FACILITIES.** The following Government facilities and equipment therein and in the area defined as the WSL, are jointly utilized and are not provided for the exclusive use of the contractor but are available on site to support the performance of this contract SOW.

<b>5.1</b>	<b>Facilities.</b>	
	<b>Building</b>	<b>Function</b>
	31175	Office space

(Note: the Government will provide office furniture, telephone systems and computer network access for up to 8 contractor personnel positions.)

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

## 5.2 Equipment

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

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

- High Velocity Airflow System
- Portable Airflow System
- Light Water Fire Extinguishing System
- CO2 Fire Extinguishing System
- Fuel Temperature Conditioning System
- Oil/Water Separator System
- 65,000 lb. Straddle Crane
- Aviation Support Equipment

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

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

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

**5.2.5 Computer Equipment.** The Government will provide computer hardware and software for the use in the performance of this contract SOW.

**5.3 Government Transportation.** The following are available for the contractor's use in the performance of this contract SOW. The Government will provide maintenance, servicing, lubricants and fuel.

- a. One (1) Five-ton Stake Truck
- b. One (1) 1/2-Jeep CJ-5
- c. One (1) General Purpose Utility Vehicle

**5.4 Government Special Handling Equipment.** The following Special Handling Equipment is available for use in the performance of this contract SOW. The Government will provide maintenance, servicing, lubricants and fuel. Contractor personnel shall obtain necessary training and licenses necessary to meet NAWS, OSHA and WSL requirements as listed in Section 2.0 of this contract SOW prior to operating Special Handling Equipment such as:

- a. 20,000 lb. All Terrain Forklift (2)
- b. 65,000 lb. Straddle Crane
- c. Mobile 20,000 lb. Crane

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following has been modified:

LIST OF ATTACHMENTS

SECTION J – List of Attachments

	Title	Date	No. of Pages
Exhibit A	Contract Data Requirements List CDRL, DD Form 1423-1 & DID's	3/25/04	20
Attachment 1	DD FORM 254 Rev. 3	5/29/07	2
Attachment 2	WSL Preventative Maintenance Plan	2/05/04	31
Attachment 3	WSL Inventory Listing	N/A	40
Attachment 4	NAVFAC P-300 "Management of Transportation Equipment:	9/1992	3
Attachment 5	Wage Determination 94-2053 revision 26	5/23/05	9
Attachment 6	Government Furnished Property List	1/6/05	1

Attachment 1, Rev 001 is deleted and replaced by the enclosure presented on the following pages:

(End of Summary of Changes)

<b>DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b>				1. CLEARANCE AND SAFEGUARDING		
(The requirements of the DoD National Industrial Security Program Operating Manual apply to all security aspects of this effort.)				a. FACILITY CLEARANCE REQUIRED		
				<b>TOP SECRET</b>		
				b. LEVEL OF SAFEGUARDING REQUIRED		
				<b>NONE</b>		
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (X and complete as applicable)			
<b>X</b>	a. PRIME CONTRACT NUMBER	b. SUBCONTRACT NUMBER		a. ORIGINAL (Complete date in all cases)	DATE (YYYYMMDD)	
	<b>N68936-04-D-0032</b>				<b>20040930</b>	
		<b>X</b>	b. REVISED (Indicate all previous specs)	Revision Number	DATE (YYYYMMDD)	
				<b>002</b>	<b>20070525</b>	
	c. SOLICITATION OR OTHER NUMBER	DUE DATE (YYYYMMDD)	c. FINAL (Complete Item 3 in all cases)		DATE (YYYYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If YES, complete the following:						
Classified material received or generated under _____ (preceding contract number) is transferred to this follow-on contract.						
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If YES, complete the following:						
In response to the contractor's request dated _____ retention of the identified classified material is authorized for the period of _____						
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Data)						
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)			
<b>Systems Application &amp; Technologies, Inc. 1000 Town Center Drive, Suite 110 Oxnard, CA 93036</b>		<b>0KE94</b>	<b>Defense Security Service 1031 California Blvd., Suite 213 Vandenberg AFB, CA 93437-6254</b>			
7. SUBCONTRACTOR						
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)			
<b>N/A</b>		<b>N/A</b>	<b>N/A</b>			
8. ACTUAL PERFORMANCE						
a. LOCATION		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)			
<b>Systems Applications &amp; Technologies Inc. 751 S. Richmond Road, Suite B Ridgecrest, CA 93555</b>		<b>1B8V2</b>	<b>Defense Security Service 2503 East Avenue P. Palmdale, CA 93550</b>			
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT						
<b>Support Research, Development, Test and Evaluation programs under the cognizance of the Weapons Survivability Laboratory (WSL), Naval Air Warfare Center Weapons Division (NAWCWD), China Lake, CA. TPOC: Mr. Jay Kovar, Code 496300D, 760-839-6173</b>						
10. THIS CONTRACT WILL REQUIRE ACCESS TO:						
	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<b>X</b>	b. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		<b>X</b>	
b. RESTRICTED DATA		<b>X</b>	c. RECEIVE CLASSIFIED DOCUMENTS ONLY			<b>X</b>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<b>X</b>	d. RECEIVE AND GENERATE CLASSIFIED MATERIAL			<b>X</b>
d. FORMERLY RESTRICTED DATA		<b>X</b>	e. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE			<b>X</b>
e. INTELLIGENCE INFORMATION:			f. PERFORM SERVICES ONLY			<b>X</b>
(1) SENSITIVE COMPARTMENT INFORMATION (SCI)		<b>X</b>	g. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES			<b>X</b>
(2) NON-SCI		<b>X</b>	h. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER			<b>X</b>
i. SPECIAL ACCESS INFORMATION		<b>X</b>	i. REQUIRE A COMSEC ACCOUNT			<b>X</b>
g. NATO INFORMATION	<b>X</b>		j. HAVE TEMPEST REQUIREMENTS			<b>X</b>
h. FOREIGN GOVERNMENT INFORMATION		<b>X</b>	k. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<b>X</b>	
i. LIMITED DISSEMINATION INFORMATION		<b>X</b>	l. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE			<b>X</b>
j. FOR OFFICIAL USE ONLY INFORMATION	<b>X</b>		m. OTHER (Specify):			<b>X</b>
k. OTHER (Specify):		<b>X</b>				

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

Direct  Through (Specify):

**COMMANDER, NAVAL AIR WARFARE CENTER, WEAPONS DIV (74100D), CHINA LAKE, CA 93555**

to the Director for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.

*\*In the case of non-DoD User Agencies, requests for clearance shall be submitted to that agency.*

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guidance/subjects referenced herein. Add additional pages as needed to provide complete guidance.)

**3b: Revision made to block 1a; Facility clearance level changed to TOP SECRET. For further information please contact TPOC in block 9.**

For all work performed aboard NAWCWPNS, The reference security regulation will be SECNAVINST 6510.26 and local security instruction.

Work will be performed primarily at, but not limited to, the WSL, NAWCWD, China Lake, CA. Other potential sites include NAVAIR Weapons Division White Sands, NM and NAWCWPNS, China Lake, CA.

Naval Air Warfare Center Weapons Division, China Lake, CA will provide security classification guidance for performance of this contract.

**10g: There is no valid requirement for access to NATO for performance on this contract, however in order to facilitate future potential access to NATO classified information, all DoD military, civilian and contractor personnel who are briefed on their responsibilities for protecting U.S. classified military information shall be briefed on the requirements for protecting NATO information, per Deputy Under Secretary of Defense (Policy Security) memo of 5 Dec 01. A final U.S. Government clearance, at the appropriate level, is required for access to NATO information. Written approval of the Contracting Officer is required prior to subcontracting.**

**10j: For Official Use Only information generated and/or provided under this contract shall be safeguarded and marked as specified in DoD 8400.7-R, Chapters 3 and 4 (attached to basic award DD254).**

Distribution Statements must be on all classified and unclassified technical documents. Refer to Contract Data Requirements List (CDRL) Block 9 for the required distribution statement for your data, or contact TPOC shown in item 9 of this DD254.

**11j: The contractor is required to provide OPERATIONS SECURITY (OPSEC) protection for all classified information (as defined by the FAR 4.401) and sensitive information. While performing aboard NAWCWD sites, the contractor will comply with the provisions of OPNAV 3432.1 and local command OPSEC instructions; at all other sites the contractor shall comply with the local command and/or program OPSEC plans.**

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to NSPOC requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document text, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 10 if additional space is needed.)

<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
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See item 13 above

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspectors. Use item 13 if additional space is needed.)

<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	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 conditions shall be referred to the official named below.

<b>a. TYPE AND NAME OF CERTIFYING OFFICIAL</b>	<b>b. TITLE</b>	<b>d. TELEPHONE (Include Area Code)</b>
MARK A. DAVIS	CONTRACTING OFFICER'S SECURITY REPRESENTATIVE (COSR)	(301) 342-8045

<b>c. ADDRESS (Include Zip Code)</b>	<b>17. REQUIRED DISTRIBUTION</b>
COMMANDER ATTN: 7.4.1, B2272, R074, 47123 BUSE ROAD NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION PATUXENT RIVER, MD-20670-1547	<input checked="" type="checkbox"/> a. CONTRACTOR <input checked="" type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COMBANT SECURITY OFFICE FOR PUBLIC AFFAIRS/CONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHER AS NECESSARY
<b>c. SS</b> (b)(6)	<b>5/29/07</b> COR, COSR



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. F00004	3. EFFECTIVE DATE 28-Sep-2007	4. REQUISITION/PURCHASE REQ. NO. 0010084275	5. PROJECT NO. (if applicable)	
6. ISSUED BY CDR NAWCWD CODE 210000D ATTN: L ALDRIDGE (760) 939-2799 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93655-6108	CODE N68936	7. ADMINISTERED BY (If other than item 6) DCMA LOS ANGELES 1611 PLUMMER STREET BLDG 10, 2ND FLOOR SEPULVEDA CA 91343	CODE S0512A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SYSTEMS APPLICATION & TECHNOLOGIES INC MIKE CORDOZA DBA: SA-TECH 1001 TOWN CENTER DR. SUITE 110 OXNARD CA 93030-2647			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. N68936-04-D-0032
			X	10B. DATED (SEE ITEM 13) 01-Oct-2004
CODE OKE94	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Bilateral Modification under 52.232-20 LIMITATION OF COSTS				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: aldrigd072454  Increase contract value to reflect increased test requirements under contract.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DIANE E FOUCHER / PROCUREMENT CONTRACTING OFFICE TEL: (760) 939-8160 EMAIL: diane.foucher@navy.mil	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Diane E. Foucher</u> (Signature of Contracting Officer)		16C. DATE SIGNED 28-Sep-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has (b)(4)  
The pricing detail quantity has (b)(4)  
The fixed fee has (b)(4)  
The total cost of this line item has (b)(4)

CLIN 0003

The estimated/max cost has (b)(4)  
The pricing detail quantity has (b)(4)  
The fixed fee has (b)(4)  
The total cost of this line item has (b)(4)

CLIN 0005

The estimated/max cost has (b)(4)  
The total cost of this line item has (b)(4)

The following have been modified:

ODCs

B-TXT

Other Direct Costs and Materials

The Government's estimate of Other Direct Costs and Materials has been updated as follows: These amounts do not include any loading.

The Government estimate of Other Direct Costs include, but are not limited to the cost of leasing and maintaining vehicles as required by the contract, training, travel, and physical examinations. The Government estimate for material includes the anticipated cost of materials that may be incorporated into or attached to a deliverable end item or that may be consumed or expended in performing this contract. It includes assemblies, components, parts, raw and processed materials and small tools and supplies that may be consumed in normal use in performing a contract.

	Year 1	Year 2	Year 3	Base POP	Option Year 1	Option Year 2	Total
ODCs	\$413,787	\$31,649	\$41,455	\$486,892	\$154,560	\$154,560	\$796,012
Material	\$1,038,864.00	\$1,316,060	\$1,119,425	\$3,474,349	\$1,770,750	\$1,220,750	\$6,465,849

Failure of the other direct cost categories/amounts, either as stated herein or proposed, to materialize during actual contract performance, shall not constitute a constructive change to or breach of the contract and shall not form the basis for any adjustment to fee whether pursuant to the "Changes" clause or otherwise. Similarly, the fact that the ODC's in excess of those estimated or proposed are incurred, shall not form the basis for any fee adjustment, whether pursuant to the Changes clause or otherwise.

**SECTION B MIN MAX TEXT**

**B-TXT**

In the event that the options are exercised, any unexpended labor hours and the corresponding estimated cost plus fixed fee from the basic contract shall be added to the hours and estimated cost plus fixed fee for Option Year 1 (CLIN 0003), and any unexpended labor hours and the corresponding estimated cost plus fixed fee from CLIN 0003 shall be added to the hours and estimated cost plus fixed fee for Option Year 2 (CLIN 0005).

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

The following have been modified:

**H-TEXT -01**

**H-TEXT -01 ASSIGNMENT OF GOVERNMENT PROPERTY ADMINISTRATOR**

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

Ms.Lis Pelzl, Naval Air Warfare Center, Weapons Division  
Code 210000D, China Lake, CA 93555-6100  
(760) 939-5607

**H-TXT- 02 DESIGNATION OF GOVERNMENT TECHNICAL ASSISTANT**

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

NAME: (b)(6)  
CODE: 418300D  
MAIL ADDRESS: (b)(6)  
TELEPHONE NO.: 760 939 (b)(6)

(b) The TA will provide technical direction and discussion, as relating, but not limited to the specification and/or statement of work, and will monitor the progress and quality of contractor performance.

(c) The TA is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order). When, in the opinion of the contractor, the TA requests any of the aforementioned changes, the contractor shall promptly notify the Contracting Officer in writing.

(d) If the contractor believes or interprets any action by the TA to be a change to the contract, the contractor will promptly notify the Contracting Officer in writing.

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

SECTION J – List of Attachments has been revised to indicate that Attachment 5 has been updated.

	Title	Date	No. of Pages
Exhibit A	Contract Data Requirements List CDRL, DD Form 1423-1 & DID's	3/25/04	20
Attachment 1	DD FORM 254 Rev. 002	5/29/07	2
Attachment 2	WSL Preventative Maintenance Plan	2/05/04	31
Attachment 3	WSL Inventory Listing	N/A	40
Attachment 4	NAVFAC P-300 "Management of Transportation Equipment:	9/1992	3
Attachment 5	Wage Determination 2005-2053 revision 4	5/29/07	6
Attachment 6	Government Furnished Property List	1/6/05	1

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 28-Sep-2007	4. REQUISITION/PURCHASE REQ. NO. 0010084275	5. PROJECT NO.(If applicable)	
6. ISSUED BY CDR NAWCWD CODE 210000D ATTN: D. FOUCHER (760) 939-8160 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108	CODE N68936	7. ADMINISTERED BY (If other than item 6) DCMA LOS ANGELES 1611 PLUMMER STREET BLDG 10, 2ND FLOOR SEPULVEDA CA 91343	CODE	S0512A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SYSTEMS APPLICATION & TECHNOLOGIES INC MIKE CORDOZA DBA: SA-TECH 1001 TOWN CENTER DR. SUITE 110 OXNARD CA 93030-2847			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N68936-04-D-0032	
			X 10B. DATED (SEE ITEM 13) 01-Oct-2004	
CODE OKE94	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Unilateral - 52.217-9, OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: foucherd072701 The purpose of this modification is to Exercise Option CLIN 0003.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DIANE E FOUCHER / PROCUREMENT CONTRACTING OFFICE TEL: (760) 939-8160 EMAIL: diane.foucher@navy.mil	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Diane E. Foucher</u> (Signature of Contracting Officer)		16C. DATE SIGNED 28-Sep-2007

**SECTION SF 30 BLOCK 14 CONTINUATION PAGE**

**SUMMARY OF CHANGES**

**SECTION A - SOLICITATION/CONTRACT FORM**

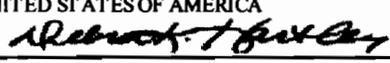
The total cost of this contract was (b)(4)

**SECTION B - SUPPLIES OR SERVICES AND PRICES**

**CLIN 0003**

The option status has changed from Option to Option Exercised.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				U	1	3
2. AMENDMENT/MODIFICATION NO. F00006		3. EFFECTIVE DATE 21-Aug-2008	4. REQUISITION/PURCHASE REQ. NO. 1300037783		5. PROJECT NO.(If applicable)	
6. ISSUED BY CDR NAWCWD CODE 210000D ATTN: T. AGEE (760) 939-2459 429 E BOWEN RD. STOP 4015 CHINA LAKE CA 93555-8108		CODE N68936	7. ADMINISTERED BY (If other than item 6) DCMA LOS ANGELES 1611 FLUMMER STREET BLDG 10, 2ND FLOOR SEPULVEDA CA 91343		CODE S0512A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SYSTEMS APPLICATION & TECHNOLOGIES, INC GEOFF DEZAVALA 1000 TOWN CENTER DR STE 110 OXNARD CA 93036-2647				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. N68936-04-D-0032		
				X 10B. DATED (SEE ITEM 13) 01-Oct-2004		
CODE OKE94		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: New COR Responsibilities: IT Requirements of Contractors						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: ageet082465 The purpose of this modification is to incorporate an IT clause. See page 2 herein.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA K HARTLEY / CONTRACTING OFFICER TEL: (760) 939-2780 EMAIL: debra.hartley@navy.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 21-Aug-2008	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION D - PACKAGING AND MARKING

The following have been added by full text:

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

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

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

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

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

LIST OF ATTACHMENTS

SECTION J – List of Attachments

The Table of Contents has changed from:

Exhibit/Attachments Table of Contents

	Title	Date	No. of Pages
Exhibit A	Contract Data Requirements List CDRL, DD Form 1423-1 & DID's	3/25/04	20
Attachment 1	DD FORM 254 Rev. 002	5/29/07	2
Attachment 2	WSL Preventative Maintenance Plan	2/05/04	31
Attachment 3	WSL Inventory Listing	N/A	40
Attachment 4	NAVFAC P-300 "Management of Transportation Equipment:	9/1992	3
Attachment 5	Wage Determination 2005-2053 revision 4	5/29/07	6
Attachment 6	Government Furnished Property List	1/6/05	1

to:

Exhibit/Attachments Table of Contents

	Title	Date	No. of Pages
Exhibit A	Contract Data Requirements List CDRL, DD Form 1423-1 & DID's 2 Additional CDRLs [A009 & A00A]	3/25/04 8/1/08	20 2
Attachment 1	DD FORM 254 Rev. 002	5/29/07	2
Attachment 2	WSL Preventative Maintenance Plan	2/05/04	31
Attachment 3	WSL Inventory Listing	N/A	40
Attachment 4	NAVFAC P-300 "Management of Transportation Equipment:	9/1992	3
Attachment 5	Wage Determination 2005-2053 revision 4	5/29/07	6
Attachment 6	Government Furnished Property List	1/6/05	1

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE <b>U</b>	PAGE OF PAGES <b>1   3</b>
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2. AMENDMENT/MODIFICATION NO. <b>P00007</b>	3. EFFECTIVE DATE <b>30-Sep-2008</b>	4. REQUISITION/PURCHASE REQ. NO. <b>1300037783</b>	5. PROJECT NO. (If applicable)
--	---	---	--------------------------------

6. ISSUED BY <b>CDR NAWCWD CODE 210000D ATTN: T. AGEE (760) 939-2459 429 E BOWEN RD. STOP 4015 CHINA LAKE CA 93555-8108</b>	CODE <b>N68936</b>	7. ADMINISTERED BY (If other than item 6) <b>DCMA LOS ANGELES 18111 PLUMMER STREET BLDG 10, 2ND FLOOR SEPULVEDA CA 91343</b>	CODE <b>S0512A</b>
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8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>SYSTEMS APPLICATION &amp; TECHNOLOGIES, INC GEOFF DEZAVALA 1000 TOWN CENTER DR STE 110 OXNARD CA 93036-2647</b>	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. <b>N68936-04-D-0032</b>
	<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) <b>01-Oct-2004</b>

CODE <b>OKE94</b>	FACILITY CODE	<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>
-------------------	---------------	--

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer  is extended,  is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

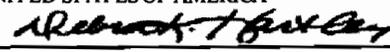
**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)</b>
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Modification Control Number: **ageet082810**  
The purpose of this modification is to exercise Option Year II and incorporate the current Wage Determination. See page 2 herein.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>DEBRA K HARTLEY / CONTRACTING OFFICER</b> TEL: (760) 939-2780 EMAIL: <a href="mailto:debra.hartley@navy.mil">debra.hartley@navy.mil</a>
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED <b>30-Sep-2008</b>

**SECTION SF 30 BLOCK 14 CONTINUATION PAGE**

**SUMMARY OF CHANGES**

**SECTION A - SOLICITATION/CONTRACT FORM**

The total amount of labor hours was increased from (b)(4)  
The estimated cost is increased from (b)(4)  
The fixed fee is increased from (b)(4)  
The total cost of this contract was increased from (b)(4)

**SECTION B - SUPPLIES OR SERVICES AND PRICES**

**CLIN 0005**

The option status has changed from Option to Option Exercised.

As a result of exercising CLIN 0005, the period of performance is now 1 October 2008 through 30 September 2009.

**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

The following have been modified:

**LIST OF ATTACHMENTS**

**SECTION J - List of Attachments**

The Table of Contents has changed from:

**Exhibit/Attachments Table of Contents**

	Title	Date	No. of Pages
Exhibit A	Contract Data Requirements List CDRL, DD Form 1423-1 & DID's	3/25/04	20
Attachment 1	DD FORM 254 Rev. 002	5/29/07	2
Attachment 2	WSL Preventative Maintenance Plan	2/05/04	31
Attachment 3	WSL Inventory Listing	N/A	40
Attachment 4	NAVFAC P-300 "Management of Transportation Equipment:	9/1992	3
Attachment 5	Wage Determination 2005-2053 revision 4	5/29/07	6
Attachment 6	Government Furnished Property List	1/6/05	1

to:

## Exhibit/Attachments Table of Contents

	Title	Date	No. of Pages
Exhibit A	Contract Data Requirements List CDRL, DD Form 1423-1 & DID's 2 Additional CDRLs [A009 & A00A]	3/25/04 8/1/08	20 2
Attachment 1	DD FORM 254 Rev. 002	5/29/07	2
Attachment 2	WSL Preventative Maintenance Plan	2/05/04	31
Attachment 3	WSL Inventory Listing	N/A	40
Attachment 4	NAVFAC P-300 "Management of Transportation Equipment:	9/1992	3
Attachment 5	Wage Determination 2005-2053 revision 8	5/29/08	10
Attachment 6	Government Furnished Property List	1/6/05	1

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				U	1	2
2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE 18-Dec-2008	4. REQUISITION/PURCHASE REQ. NO. 1300037783		5. PROJECT NO.(If applicable)	
6. ISSUED BY CDR NAWCWD CODE 254100D ATTN: T. AGEE (760) 939-2459 429 E BOWEN RD. STOP 4015 CHINA LAKE CA 93555-6108		CODE N68936	7. ADMINISTERED BY (If other than item 6) DCMA LOS ANGELES 18111 PLUMMER STREET BLDG 10, 2ND FLOOR SEPULVEDA CA 91343		CODE S0512A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SYSTEMS APPLICATION & TECHNOLOGIES, INC GEOFF DEZAVALA 1000 TOWN CENTER DR STE 110 OXNARD CA 93036-2847				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. N68936-04-D-0032		
				X 10B. DATED (SEE ITEM 13) 01-Oct-2004		
CODE OKE94		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: newton09566 See page 2 herein						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA A NEWTON / DATA BASE ADMINISTRATOR TEL: (760) 939-8167 EMAIL: debra.newton@navy.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Debra A. Newton</u> (Signature of Contracting Officer)		16C. DATE SIGNED 18-Dec-2008	

**SECTION SF 30 BLOCK 14 CONTINUATION PAGE**

**SUMMARY OF CHANGES**

**SECTION A - SOLICITATION/CONTRACT FORM**

The 'issued by' organization has changed from

CDR NAWCWD CODE 210000D

ATTN: L. ALDRIDGE

(760) 939-2799

429 E BOWEN RD - STOP 4015

CHINA LAKE CA 93555-6108

to

CDR NAWCWD CODE 254100D

ATTN: T. AGEE

(760) 939-2459

429 E BOWEN RD. STOP 4015

CHINA LAKE CA 93555-6108

(End of Summary of Changes)