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**Document Description**

Contract N68936-05-D-0009

- This document has been released in its entirety.**
- Portions of this document have been excised pursuant to the Freedom of Information Act. The applicable portion(s) excised and the exemption(s) applied are indicated below.**
- Exemption (b)(1) Information excised is properly and currently classified in the interest of national defense or foreign policy.
- Exemption (b)(2) Information excised is related solely to the internal rules and practices of the Agency.
- Exemption (b)(3) Information excised is specifically exempt from disclosure by an Executive Order or Statute. Specifically:
- Exemption (b)(4) Information excised is commercial or financial information received from outside the Government and is likely to cause substantial harm to the competitive position of the source providing the information.
- Exemption (b)(5) Information excised is internal advice, recommendations, or subjective evaluations pertaining to the decision-making process of the Agency.
- Exemption (b)(6) Information excised is Personal information which if disclosed would result in an unwarranted invasion of personal privacy.
- Exemption (b)(7) Information excised is investigatory records or information compiled for law enforcement purposes.
- Exemption (b)(8) Information excised is records for the use of any agency responsible for the regulation or supervision of financial institutions.
- Exemption (b)(9) Information excised is records containing geological and geophysical information (including maps) concerning wells.

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Please direct inquiries regarding this document to:

Commander (Code K00000D FOIA)  
Naval Air Warfare Center Weapons Division  
1 Administration Circle Stop 1009  
China Lake, CA 93555-6100

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<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1   36		
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-05-D-0009		3. EFFECTIVE DATE 01 Feb 2005		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0010104428			
5. ISSUED BY CDR NAWCWD CODE 230000E ATTN: P. MELANSON (805) 989-8982 5751 <sup>st</sup> AVE SUITE 1, BLDG 66 POINT MUGU CA 93042-5049		CODE N68936	6. ADMINISTERED BY (If other than Item 5) DCMA LOS ANGELES 16111 PLUMMER STREET BLDG 10, 2ND FLOOR SEPULVEDA CA 91343		CODE S0612A	SCD: C	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) SAALEX CORPORATION VICTOR WAISLEY DBA: SAALEX SOLUTIONS, INC. 1721 PACIFIC AVENUE SUITE # 180 OXNARD CA 93033-3188 <i>705 5751<sup>st</sup> Ave</i>				8. DELIVERY [ ] FOB ORIGIN [ X ] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
CODE 1T4Z9				FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM <b>Block 12</b>	
11. SHIP TO/MARK FOR  <b>See Schedule</b>		CODE	12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381		CODE HQ0398		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )			14. ACCOUNTING AND APPROPRIATION DATA				
15A. ITEM NO.	15B. SUPPLIES SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						<b>\$16,686,132.00</b>	
16. TABLE OF CONTENTS							
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. [ X ] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>N68936-04-B-0066-0002</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER TAMMY JOURNET / PROCURING CONTRACTING OFFICER TEL: (805) 989-4383 EMAIL: tammy.journet@navy.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA <i>Tammy L Journet</i> BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED 01-Feb-2005	
BY _____ (Signature of person authorized to sign)							

## Section A - Solicitation/Contract Form

## CLAUSES INCORPORATED BY FULL TEXT

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

Name: Patrice Melanson  
Contract Specialist  
Phone: (805) 989-8982  
DSN: 351-8982  
FAX: (805) 989-3656  
Email address: patrice.melanson@navy.mil

## U.S Postal Service Mailing Address:

COMMANDER  
CODE 230000E (P. MELANSON 805-989-8982)  
NAVAIRWARCENWPNDIV  
575 "I" AVE SUITE 1, BLDG 65  
POINT MUGU, CA 93042-5049

## Direct Delivery Address (UPS, FedEx, etc):

COMMANDER  
CODE 230000E (P. MELANSON 805-989-8982)  
NAVAIRWARCENWPNDIV  
BLDG 65, RM 1-MAILROOM  
POINT MUGU, CA 93042-5049

**ATTENTION-IMPORTANT MODIFICATION NUMBERING INFORMATION:**

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

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



*Sr Engr/Sr Engr Technician	6,920	6,920	6,920	6,920	6,920	34,600
Computer Prog/Syst Analyst	400	400	400	400	400	2,000
Technical Illustrator	1,400	1,400	1,400	1,400	1,400	7,000
Documentation Specialist	1,920	1,920	1,920	1,920	1,920	9,600
Technical Typist	900	900	900	900	900	4,500
	27,740	27,740	27,740	27,740	27,740	138,700

\* Denotes Key Personnel labor categories.

The estimated total materials and travel costs by year, are as follows:

Other Direct Costs	Year One	Year Two	Year Three	Year Four	Year Five	Total
Materials	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000
Travel	\$370,000	\$370,000	\$370,000	\$370,000	\$370,000	\$1,850,000

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

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

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

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

(d) Completion Form Task Orders.

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

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

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

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

(e) Term Form Task Orders.

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

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

(ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only, i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the Contracting Officer. In performing term form task orders, the Contractor may use any combination of hours of the labor categories listed in the task order.

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

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

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

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

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

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

#### **PAYMENT OF FIXED FEE**

Subject to the withholding provisions of the clause at FAR 52.216-8, Fixed Fee, the fixed fee specified shall be paid at the rate of  $b(4)$  of total burdened prime and subcontractor labor costs, less FCCM (if applicable). The percentage of fee applicable to task orders will be the same fee rate established in the basic contract.

## Section C - Descriptions and Specifications

## CLAUSES INCORPORATED BY FULL TEXT

**C.02 PROGRESS AND STATUS REPORT, LEVEL OF EFFORT CONTRACTS**

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

## (1) Identification of Elements

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

## (2) Description of Elements

(i) Description of progress made during the reporting period, including problem areas encountered, and recommendations.

- (ii) Results obtained relating to previously identified problem areas.
- (iii) Deliverables completed and delivered.
- (iv) Extent of subcontracting and results achieved.
- (v) Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals, the total number of travelers, the period of travel by labor category, and the results of such travel.
- (vi) Labor hours expended for the period and cumulatively broken out to identify labor categories and specific individuals \* utilized and the amount of labor hours expended by each.

(vii) Labor hours, by labor category and cumulatively, anticipated to be required for completion of the contract.

(viii) Materials and other direct cost items expended in performance of the contract during the reporting period.

(ix) Problem areas and recommendations involving impact on technical, cost and scheduling requirements.

(b) Each report shall address each element of paragraph (2) above. Where the element is not applicable, the report shall so state.

(c) Distribution of the report shall, as a minimum, be one (1) copy to the Contract Administration Office and one (1) copy to the Contracting Officer's Technical Representative. Additional requirements may be established in a DD Form 1423, Contract Data Requirements List.

## CLAUSES INCORPORATED BY FULL TEXT

**C.15 UNCOMPENSATED OVERTIME/COMPETITIVE TIME REPORT**

If the contractor proposed the use of uncompensated overtime/competitive time, the contractor shall submit a monthly report which provides:

- (a) The number of uncompensated hours incurred, by individual; and
- (b) A description of the tasks performed during the uncompensated hours. One copy shall be submitted to Contracting Officer, NAWCWD Contracting, Code 254300E, 575 I Avenue, Suite 1, Point Mugu, CA 93042-5000 and one copy to the Contracting Officer's Representative.

**C.18 SEGREGATION OF COSTS AND INVOICE REQUIREMENTS**

(a) The contractor shall segregate costs incurred under this contract at the lowest level of performance, either by tasks or by subtask, rather than only on a Contract Line Item Number (CLIN) or total contract basis and shall submit invoices reflecting costs incurred at that level. In addition, the contractor shall submit invoices containing summaries or work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date.

(b) When there is more than one line of accounting, the Government will ascribe each ACRN preceding the accounting citation in the contract or a particular CLIN. The Government will pay contractor invoices by charging only an ACRN corresponding to the CLIN invoiced. Accordingly, when there are many lines of accounting, the Government will fund each CLIN separately and it will summarize the funding level for each CLIN. The contractor's invoices shall state separate incremental and cumulative amounts for each CLIN with further segregation by task and subtask showing each element of cost.

(c) Invoices shall contain the following cost elements by schedule and include supporting detail.

(d) Invoice summary for current billing period and cumulative.

(Schedule A) - Direct Labor	\$
(Schedule B) - Material	\$
(Schedule C) - Travel	\$
(Schedule D) - Other Direct Charges	\$
(Schedule E) - Indirect Charges	\$
(Schedule F) - Adjustments	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>

(Schedule G) - Outstanding Commitments

**Schedule A - DIRECT LABOR**

Period Covered		Cumulative					
00-00-00		\$000					
Employee Labor Identifier	Hours Worked Category	Unburdened Off-site	Burdened **On-site	Total Hours *Rate	Costs		
_____	_____	\$ _____	\$ _____	\$ _____	_____	\$ _____	
<b>TOTAL</b>							

Direct labor rates shall be reported as both fully burdened and unburdened rates for the current period. The unburdened rate shall not include indirect costs, and shall reflect the actual rate paid. The cumulative period shall only reflect the fully burdened direct labor costs.

\*\*On-site work is considered to be work performed at a Government installation. Off-site work is work performed at the contractor's facility.

**Schedule B - MATERIAL**

\* Material charges shall be itemized and shall include the invoice number, date, total amount, company, purchase order number, and description of the item. A copy of the paid invoice shall be made available upon request.

**Schedule C - TRAVEL**

Travel charges shall be itemized and shall include the dates of travel, names of individuals traveling, destination, purpose, and total cost. A copy of the travel voucher shall be made available upon request. Copies of back-up receipts need not be submitted; however, they should be retained and are subject to review.

**Schedule D - OTHER DIRECT CHARGES**

Other direct charges shall be itemized. Copies of invoices shall be available upon request. Subcontractor invoices shall be in the same format and require the same detail.

**Schedule E - INDIRECT CHARGES**

Indirect charges include those charges based upon a rate that is subject to verification by DCAA at contract close-out.

**Schedule F - ADJUSTMENTS**

Current fiscal year invoice adjustments shall be shown in this section along with the justification. Adjustments shall pertain to prior fiscal years shall be invoiced separately.

**Schedule G - OUTSTANDING COMMITMENTS**

Any authorized expenditures that remain unpaid but will be reimbursed pending the receipt of a supplier invoice or travel claim shall be shown in this section.

(e) Invoices that must be segregated by CLIN can either have the CLINs itemized on each schedule or each CLIN can be presented individually. The contractor is not authorized to claim or will the Navy pay for direct costs associated with preparation of an invoice.

(f) Program management/support charges are limited to the first level supervisor. Program management hours above the supervisory level and other support hours not identified in the RFP must be explained in the proposal with a justification of the specific duties to be performed. The costs shall not be permitted without approval of the contracting officer.

**C.33 CONTRACT DATA REQUIREMENTS LIST**

Item 0002 shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, dated 7 July 2004, Exhibit "A" of this contract.

## Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

**5252.247-9503 MARKING OF WARRANTED ITEMS (NAVAIR) (MAR 1999)**

(a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage current at the date of award. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.

(b) Each item covered by a warranty shall have a written notice attached to or furnished with the warranted item, and marked with the following:

- (1) National stock number or manufacturer's part number.
- (2) Serial number or other item identifier (if the warranty applies to uniquely identified items).
- (3) Contract number.
- (4) Indication that a warranty applies.
- (5) Manufacturer or entity (if other than the contractor) providing the warranty.
- (6) Date or time when the warranty expires.
- (7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

**D-TXT-03 PACKAGING AND MARKING OF SHIPMENTS (APR 2002)**

The Contractor shall preserve, package and mark all shipments in accordance with ASTM (American Society of Testing and Materials) D3951-98, Standard Practice for Commercial Packaging.

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

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

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

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

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

## Section F - Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The contract shall commence on award of contract and shall continue for sixty (60) months. However, the period of performance may be extended in accordance with the option provisions contained herein.

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

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

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is \$150,000; the maximum quantity is the Not-to-Exceed amount designated in the Schedule.

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

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

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

(1) Contract Specialist: Patrice Melanson/Code 254300E; patrice.melanson@navy.mil

(2) Contracting Officer's Representative/Technical Representative – As designated in individual order.

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses: See individual task orders.

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

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

**F-TXT-08 SHIPPING INSTRUCTIONS (POINT MUGU)**

SHIP TO: NAVAL BASE VENTURA COUNTY (NBVC)

Receiving Officer, Code N41VW/BLDG 65

N68936-05-D-0009

Point Mugu, CA 93042-5033

Failure to mark each shipping label and packing list as indicated above may result in return of shipment at your expense, or will cause a delay in processing your invoice for payment.

**RECEIVING DOCK HOURS are from 0800 TO 1530, MONDAY THROUGH THURSDAY EXCLUDING HOLIDAYS WHEN THE RECEIVING DOCK WILL BE CLOSED.**

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

252.242-7000 Postaward Conference

DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

**Accounting And Appropriation Data**

The Contracting Officer possesses adequate minimum funds, as required herein, to award the contract. Minimum funds will be obligated at the time of task order award.

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

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

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the Defense Contract Audit Agency (DCAA) at the following address: DCAA San Fernando Valley Branch Office, Camarillo Suboffice, 770 Paseo Camarillo, Suite 310, Camarillo, CA 93010-6065 unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to Diane Lotspeich, Code 4K9300E, 575 I Avenue, Suite 1, Point Mugu, CA 93042-5000 and Patrice Melanson, Code 54300E, 575 I Avenue, Suite 1, Point Mugu, CA 93042-5000. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

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

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

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

\*\* is required with each invoice submittal.

\*\* is required only with the final invoice.

XX is not required.

(f) A Certificate of Performance

\*\* shall be provided with each invoice submittal.

XX is not required

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

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

**5252.232-9503 INVOICE INSTRUCTIONS (MAR 1999)**

(a) General. Strict compliance with the invoice instructions will facilitate early payment of invoices. However, no payment can be made until the contract is returned, properly executed, to Commander, NAWCWD, Code 254300E, 575 I Avenue, Suite 1, Point Mugu, CA 93042-5000.

(b) Assignments. 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].

(c) Contractor Request for Progress Payment. If the contract provides for progress payments, each contractor request for progress payment shall be submitted on Standard Form 1443, Contractor Request for Progress Payment, directly to the ACO with any additional information reasonably requested by the ACO. With regard to ceiling priced orders, each Contractor Progress Payment Request shall be made in accordance with paragraph (k) of the clause entitled "Ordering -Provisioned Items", if included in the contract, or paragraph (k) of the clause entitled "Orders (Fixed-Price)". If the contract includes Foreign Military Sales (FMS) requirements, request for progress payment shall be submitted in accordance with the procedures of DFARS Clause 252.232-7002, "Progress Payments for Foreign Military Sales Acquisitions".

**5252.232-9510 PAYMENT OF FIXED FEE (SEP 1999)**

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

(b) In the event of discontinuance of the work in accordance with the FAR Clause 52.232-22, "Limitation of Funds," the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.

(d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order thereunder.

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

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

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

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

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

E-Mail Address:\_\_\_vic.waisley@saalex.com\_\_\_\_\_

**G-TXT-04 APPOINTMENT OF ORDERING OFFICER(S) (APR 2002)**

(a) The following activity(ies) or individual(s) is/are designated as authorized Ordering Officer(s): Naval Air Warfare Center, Weapons Division, Contracts Department, Point Mugu, CA 93042.

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

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

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

1149 West 19<sup>th</sup> Street #206  
Gardena, CA 90248

**G-TXT-09 CONTRACT ADMINISTRATION (APR 2002)**

(a) The below listed Contract Administration Services component is designated the Contract Administration Officer (CAO) for this contract in the performance of certain assigned contract administration functions for the Principal Contracting Officer (PCO) in accordance with FAR 42.202(e). The Administrative Contracting Officer (ACO) assigned responsibility for administration of this contract by the above designated CAO will advise the Contractor of any necessary instructions and procedures to be followed in dealing with any applicable Government office(s) or individuals. All questions and communications concerning contract administration shall be directed to or via the ACO except under certain circumstances as authorized by him.

(b) If this contract authorizes shipment at the expense of the Government, requests for Government bills of lading should be submitted to the Transportation Officer at the above address.

(c) Special Contract Administration functions to be performed by the ACO listed above are: None.  
See Standard Form 26, Block 6 for DCMA address.

**G-TXT-21 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (APR 2002)**

This contract has multiple accounting classification citations. When such segregation of costs by ACRN is not possible for invoices / vouchers, such as CLINS/SLINS with more than one ACRN, payment will be made using the following method:

[ X ] Payment will be made from each ACRN in the order they are assigned. (i.e, pay from ACRN: AA then from ACRN: AB, etc.)

- [ ] Payment will be made from ACRN with the earliest available fiscal year funding source and then in the order the ACRNs were assigned within the fiscal year funding. In the case of 97X\_\_\_ appropriations, the notes under the line of accounting may indicate the fiscal year of the original source of the funding.
- [ ] Payment will be made from ACRN with the earliest available fiscal year funding source and then on a proportional basis across all of accounting classification citations for the fiscal year. The allocation ratio shall be established in the same ratio as the obligations cited in the accounting data for each fiscal year. When there are adjustments to the funding, the payment office will have to recompute the ratio based on amount of unliquidated obligated funding available for payment. In the case of 97X\_\_\_ appropriations, the notes under the line of accounting may indicate the fiscal year of the original source of the funding.
- [ ] Payment will be made on a proportional basis across all of accounting classification citations. The allocation ratio shall be established in the same ratio as the obligations cited in the accounting data. When there are adjustments to the funding, the payment office will have to recompute the ratio based on amount of unliquidated obligated funding available for payment.

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY REFERENCE

252.245-7001 Reports Of Government Property

MAY 1994

## CLAUSES INCORPORATED BY FULL TEXT

**252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)**

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

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

**5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (JULY 2003)**

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page. For questions regarding the site, you may contact the Special Assistance Desk at (215) 697-2179. Requests may also be made by FAX and must contain each desired AMSDL, DID, or UDID listed by document identifier (e.g., AMSDL should be listed as DoD 5010.12-L) and the requestor's complete mailing address. A maximum of one (1) copy of each document will be issued. Requests should be faxed to (215) 697-1462.

**5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (DEV) (DEC 2001)**

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

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

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

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

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

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

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

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

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

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

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

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

(a) No oral order will exceed \$100,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.

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

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

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

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

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

(a) The following activity(ies) or individual(s) is/are designated as Ordering Officer(s):  
Naval Air Warfare Center Weapons Division, Point Mugu, CA 93042-5000.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) notify the Ordering Officer immediately,

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

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

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

(f) Oral Orders. Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written task order within 7 working days of the oral order.

(g) Modifications. Modifications to orders shall be issued using a Standard Form 30 and shall include the information set forth in paragraph (c) above, as applicable. Orders may be modified orally by the Ordering Officer in emergency circumstances. (Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within 7 working days from the time of the oral communication amending the order.)

#### **5252.227-9501 INVENTION DISCLOSURES AND REPORTS (MAY 1998)**

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

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

Name and address of Patent Counsel:

Office of Counsel, Code 7710000D

Naval Air Warfare Center Weapons Division

1 Administration Circle

China Lake, California 93555-6001

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

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

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

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

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

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

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

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

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

**5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS  
(MAR 2000)**

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

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

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

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

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

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

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

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

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal

commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

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

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

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

#### **5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES)(SEP 1999)**

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

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

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

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

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

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

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

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

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

H. G. Kelley  
575 I Avenue, Suite 1  
Point Mugu, CA 93042-5049  
Phone: 805/989-1943

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

(a) The Contracting Officer has designated:

NAME Diane Lotspeich

CODE 4K9300E

MAIL ADDRESS 575 I Avenue, Suite 1, Point Mugu, CA 93042-5049

TELEPHONE NO. (805) 989-0420

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

(b) The COR is responsible for monitoring the performance and progress, as well as overall technical management of the orders placed hereunder and should be contacted regarding any questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to the completion of this contract.

(c) When, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing. No action will be taken by the Contractor under

such technical instruction until the Contracting Officer has determined if such effort is within the contract scope, and, if not, has issued a contract change.

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

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

NAME: \* \_\_\_\_\_  
 CODE: \* \_\_\_\_\_  
 MAIL ADDRESS: \* \_\_\_\_\_  
 \* \_\_\_\_\_  
 TELEPHONE NO.: \* \_\_\_\_\_

(b) The above person is responsible for monitoring the technical performance and progress of this contract and should be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer.

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

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

\*To be provided in individual task orders.

**H-TXT-12 SECURITY CLASSIFICATION AND CONTROL (JUN 2002)**

(a) This task may involve information up to the security classification of SECRET.

(b) Shared Access: The Contractor shall perform and adhere to the Security responsibilities defined in the task order statement of work.

**H-TXT-15 DESIGNATION OF CONTRACTING OFFICER'S SECURITY REPRESENTATIVE (OCT 2002)**

(a) The Contracting Officer has designated:

NAME See DD Form 254, Block 16.a.  
 CODE 7.4.1.  
 MAIL ADDRESS Commander, Bldg 463, Rm 103,  
Naval Air Weapons Center, Aircraft Division  
22514 McCoy Road, Unit 10  
Patuxent River, MD 20670-1457  
 TELEPHONE NO. (301) 342-2958

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

(b) The Contracting Officer's Security Representative (COSR) is responsible for the security administration of this contract as required by SECNAVINST 5510.36, Department of the Navy Information Security Program (ISP) Regulation.

(c) The COSR is responsible for signing the Contract Security Classification Specification (DD 254), and revisions thereto. The COSR shall ensure that the industrial security functions specified in chapter 11 of SECNAVINST 5510.36 are accomplished when classified information is provided to industry for performance on a contract.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	JAN 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-38	(DUPLICATE) Compliance with Veterans' Employment Reporting Requirements	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996

52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAY 2004
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and- Material, or Labor-Hour Contracts) Deviation	JUN 2003
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-24 Alt I	Limitation Of Liability--High Value Items (Feb 1997) - Alternate I	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003

252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAY 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### **52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)**

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

##### **52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 50 man-hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the contract value;

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

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after

issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

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

**52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor during the life of the contract.

**52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for-

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

**52.219-17 SECTION 8(A) AWARD (DEC 1996)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Naval Air Warfare Center Weapons Division, Point Mugu, CA, the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Naval Air Warfare Center Weapons Division, Point Mugu, CA Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Naval Air Warfare Center Weapons Division, Point Mugu, CA.

**52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer --

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement . A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The SBA's contractor will notify the Naval Air Warfare Center Weapons Division, Point Mugu, CA, Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

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

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

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

- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
  - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
  - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
  - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
  - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
  - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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

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

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

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefits</u>	
Documentation Specialist	\$25.39	\$2.59 / Hr.
Technical Illustrator	\$20.98	\$2.59 / Hr.
Sr Systems Engr/Analyst	\$25.39	\$2.59 / Hr.
Technical Typist	\$17.15	\$2.59 / Hr.

**52.248-1 VALUE ENGINEERING (FEB 2000)**

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

(b) Definitions.

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

- (1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
- (2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
- (3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) In deliverable end item quantities only;

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

(iii) To the contract type only.

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

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

- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
  - (3) Identification of the unit to which the VECP applies.
  - (4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
  - (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
  - (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
  - (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
  - (8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.
- (e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.
- (2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
  - (3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.
- (f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon--
- (1) This contract's type (fixed-price, incentive, or cost-reimbursement);
  - (2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and
  - (3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

**CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**

(Figures in percent)

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

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

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

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

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

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

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

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

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

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

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

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

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

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

(i) Concurrent and future contract savings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

Section J - List of Documents, Exhibits and Other Attachments

<u>Attachment</u>	<u>Title</u>
#1	Statement of Work
#2	Contract Security Classification Specification, DD Form 254
#3	U. S. DOL Area Wage Determination #94-2072, Revision 18
#4	Non-Key Personnel Qualifications
<u>Exhibit</u>	
A	Contract Data Requirements List, DD Form 1423

**STATEMENT OF WORK**  
**SURFACE WEAPONS TEST AND EVALUATION SUPPORT**  
**Basic Contract**  
**Dated: 28 September 2004**

**1.0 INTRODUCTION**

1.1 The mission of the NAVAIR Weapons Division (NAVAIR WD), Point Mugu, CA, is to be the Navy's full-spectrum research, development, test and evaluation, and in-service engineering center for weapons systems associated with Naval warfare, missiles and missile subsystems and supporting systems, weapons integration, and assigned electronic warfare systems. This responsibility includes performing developmental and operational testing and evaluation, full operational support and planning for each operation; coordination of post-exercise analysis; missile telemeter and antenna system design; training support for naval surface weapons anti-air warfare T&E operations and fleet exercises throughout the United States; integration, analyses, and evaluation of the performance of aerial sub-scale, full-scale, and missile targets, and surface, special and surrogate targets and associated support systems.

1.2 This statement of work (SOW) describes the tasks to be performed by the contractor to provide for systems engineering and technical support services as defined in FAR 37 in support of the Naval surface weapons programs including anti-air warfare test and evaluation operations and associated fleet weapons training exercises under the cognizance of NAVAIR WD Point Mugu, CA. The systems applicable to this contract include Naval surface weapons systems, shipboard launch and control systems, tactical data systems, and requirements analysis for Navy standard and Aegis unique full- and sub-scale aerial targets including surrogate threat target systems required to support range operations and test.

**2.0 REFERENCES**

The following list of documents will be made available, if required by contractor to perform the tasks defined in this contract, and is not intended to be all inclusive but is given as a point of reference.

- A. Universal Documentation System (UDS)
- B. DoD 5000.3 Test and Evaluation
- C. COMPTECINST 5214.4 Publication and Disposition of Technical Reports and Publications
- D. NAVAIRINST 5200.14C Cognizant Field Activity Program
- E. NAVAIRINST 5451.87
- F. OPNAVINST 3960.10 Test and Evaluation
- G. TEMPS Program Test and Evaluation Master Plans
- H. AN/DKT-71 (v) Engineering Drawings and Documentation
- I. AIA Engineering Drawings and Documentation

**3.0 REQUIREMENTS**

**3.1 Task Area A—Systems Engineering Support**

The contractor shall provide the necessary engineering and technical services to support testing at Naval Air Warfare Center Weapons Division, Point Mugu, CA, and other designated national test and training ranges. Support shall include:

3.1.1 Conduct analysis on current and developing test and evaluation technologies used by government and industry. Analyze results and develop and provide reports detailing the results thereof. Develop and provide recommendations on the application of new testing technologies and/or the modification of

existing testing technologies that will enhance the testing for air-intercept and surface weapons programs. Results of such analyses shall be documented in the form of technical reports and presentation materials where applicable.

3.1.2 Using existing government information such as applicable test plans, test procedures, scenarios, and weapon system performance data, range safety approvals (RSAs) and range safety operational plans (RSOPs), the contractor shall compare the plans with program test objectives and evaluate range instrumentation requirements including telemetry (TM), surveillance, metric, and range safety radars; photographic instrumentation; Navy inventory target and special engineering test target vehicle, flight instrumentation, launch support, and facilities; communications; data products; and range support requirements to support current and future sea-based T&E operations, fleet training exercises, and weapon system firings. Identify deficiencies in test planning and provide technical reports outlining recommendations for correcting the test procedures to meet mission objectives. Develop presentation materials such as viewgraphs, slides, videotapes, and printed media in the form of reports, instructions and other materials as required by program management in the support of this task.

3.1.3 Using existing government information such as applicable test plans, test procedures, scenarios, and weapon system performance data, range safety approvals (RSAs), and range safety operational plans (RSOPs), the contractor shall conduct studies and analysis of current and developing test technologies to provide data to assist in the determination of the effectiveness of threat simulation and Navy inventory and special engineering test target vehicles and to provide a basis for the evaluation of current and future T&E scenarios. Studies and analysis shall address installed data collection and threat simulation systems and devices, planned and actual performance, and summaries of deficiencies and recommendations for resolution. Develop presentation materials such as viewgraphs, slides, videotapes, and printed media in the form of reports, instructions and other materials as required in the support of this task.

3.1.4 Using existing government information such as applicable test plans, test procedures, scenarios, environmental impact assessments, and range safety operational plans, the contractor shall conduct analyses of Naval weapon system programmatic requirements for test operational planning and implementation. Results of such analyses shall be documented in the form of technical reports and presentation materials where applicable.

3.1.5 Develop system engineering test procedures and design field tests to assess the capabilities and limitations of weapon or target system guidance, control and related systems. Results of such analyses shall be documented in the form of technical reports and presentation materials where applicable.

3.1.6 Perform analyses to assess the survivability of various weapon systems in postulated engagement scenarios and prepare risk assessments/analyses to quantify selected approaches for new technological endeavors in weapon systems. Results of such analyses shall be documented in the form of technical reports and presentation materials where applicable.

3.1.7 Using existing government information, the contractor shall conduct research and review Aegis current and projected range instrumentation requirements, including telemetry; surveillance, metric, and range safety radars; targets and target facilities; and communications and shall compare these requirements to existing range capabilities. The contractor shall research and recommend enhancements to range capabilities required to satisfy current and future sea-based T&E operations in a technical report.

3.1.8 Using existing government information, the contractor shall develop and provide recommendations on the application of new testing technologies for Electronic Attack (EA) and Electronic Warfare (EW) threat simulation equipment and/or the modification of existing EA/EW testing technologies that will enhance the testing for air-intercept and surface weapons programs.

3.1.9 Using existing government information, the contractor shall develop system engineering test procedures for EA and EW equipment/scenarios and design field tests employing EA/EW threat simulation

equipment to assess the capabilities and limitations of weapon or target system guidance, control and related systems.

3.1.10 The contractor shall develop and provide recommendations on the application of new testing technologies for Electronic Attack (EA) and Electronic Warfare (EW) threat simulation equipment and/or the modification of existing EA/EW testing technologies that will enhance the testing for air-intercept and surface weapons programs.

3.1.11 The contractor shall develop system engineering test procedures for EA and EW equipment/scenarios and design field tests employing EA/EW threat simulation equipment to assess the capabilities and limitations of weapon or target system guidance, control and related systems.

3.1.12 The contractor shall provide engineering and technical support services for the test, evaluation and qualification of prototype, development pre-production, production and repackaged target, weapon and missile systems and related subsystems and components. This effort shall include analysis into advanced microelectronics technology and other types of component capability and feasibility for component repackaging to meet program requirements including the development of prototype repackaged hardware for related systems.

### **3.2 Task Area B—Test and Evaluation (T&E) Support**

The contractor shall provide the necessary engineering and technical support services for the conduct of T&E and fleet exercise of air-intercept weapons systems under test by the Deputies of Test and Evaluation at Naval Air Warfare Center Weapons Division (NAVAIR WD), Point Mugu, CA, and designated national test and training ranges. Support shall include:

3.2.1 Design and develop weapon system test scenarios; define exercise geometry and constraints necessary to implement these test scenarios; and develop range required test documentation. Results of such analyses shall be documented in the form of technical reports and presentation materials where applicable.

3.2.2 Monitor weapons system testing and data collection; provide analytical support during testing; and report test results and findings. Results of such monitoring and data collection shall be documented in the form of technical reports and presentation materials where applicable.

3.2.3 Analyze weapons system specifications, characteristics, and system design changes as they apply to range safety operations, to successfully support the test and evaluation of Naval surface weapons and targets. Provide data and recommendations that will ensure safe operation on Naval test and training ranges during test events. Identify weapon system documentation required by program management and range safety personnel for identifying problem areas prior to test and evaluation events. Results of such analyses shall be documented in the form of technical reports and presentation materials where applicable.

3.2.4 Monitor and track surface weapons test programs including laboratory and shipboard testing. Specific attention should be focused on monitoring the compliance with Range Safety Operational Plans (RSOPs) and applicable Range Waivers for Flight. Note problems encountered, waiver compliance status, and test operations/results in narrative reports. Results of such monitoring shall be documented in the form of technical reports and presentation materials where applicable.

3.2.5 Review and analyze test scenarios, system documentation, Range Safety Operational Plans (RSOPs), Range Safety Approvals (RSAs), applicable Test and Evaluation Master Plans (TEMPs), environmental impact assessments, and other T&E related source documentation and provide recommendations for test scenarios, exercise geometry and hazard pattern constraints to ensure maximum effective use of available range assets and completion of T&E objectives. Provide liaison with range and other activities to ensure weapon system scenarios and T&E requirements are met. Results of such analyses shall be documented in the form of technical reports and presentation materials where applicable.

3.2.6 Provide technical assistance and engineering support in the gathering of weapon system and related missile and target equipment performance data. Identify and analyze performance problems associated with test documentation, test instrumentation, photographic instrumentation, and test scenarios. Analyze and develop a recommended correction plan of action to resolve identified problems. Provide reports and presentation materials, if required, of findings and recommendations.

3.2.7 Review and analyze planned T&E events to determine the capability of national test and training ranges to support planned operations. Analyze range restrictions, environmental hazards/assessments, and target presentation capabilities and provide recommendations on how to satisfy the test objectives while conforming to environmental laws and restrictions, range clearance, safety requirements, and operational capabilities. Analyze test plans and scenarios to determine completion of program objectives and prepare and provide summary reports detailing findings. Provide recommendations in terms of type and quantity of targets, target support systems, range scenarios, electronic warfare requirements, data analysis, and other range assets and documentation in support of T&E requirements and planned events. Results of such analyses shall be documented in the form of technical reports and presentation materials where applicable.

3.2.8 Review and analyze planned T&E events to determine the capability of a variety of Navy standard inventory full- and sub-scale targets and SETT vehicles to support planned operations including vehicle operational flight performance data collection. Analyze test plans and scenarios to determine completion of program objectives and prepare and provide summary reports detailing findings. Data requirements will define the data fields, recording intervals, event nomenclature, and recording medium. Operational flight performance data will be collected in an appropriate format and medium to be analyzed and archived for selected events. Results of such analyses shall be documented in the form of technical reports and presentation materials where applicable.

3.2.9 Provide technical and engineering support necessary to modify and maintain flight readiness of Navy standard inventory and surface weapons unique target vehicles, airframes, support systems and equipments including ground support equipment and facilities. Assist with target flight operations conduct. Provide program management assistance in the coordination of testing, test reporting, and fault analysis of target vehicles. Support activities will be documented in monthly activity reports.

3.2.10 Provide engineering and technical support services to analyze and perform feasibility and test technology design alternative studies for upgrades to surface weapons unique target vehicles and special engineering test target vehicles required to support current and future sea-based T&E operations, fleet training exercises, and weapon system firings. Recommendations will be documented in technical reports and presentation materials where applicable outlining vehicle requirements needed to meet mission objectives.

3.2.11 Provide engineering and technical support services necessary to support helicopter environmental/atmospheric data collection equipment and activities at national test and training ranges for planned T&E and Fleet missile firing events. Support will be documented in activity reports following each planned event.

3.2.12 Develop mission-planning tools, training courses and materials for the tactical operation of surface weapons and air-intercept combat systems and related equipment. Provide technically qualified instructors to provide operational training to government personnel assigned to support planned T&E and fleet training events. Training shall be provided at government facilities.

3.2.13 Provide programmatic and technical documents, technical reports, plans, environmental assessments, presentation support and materials such as viewgraphs (black/white and full color), slides, video tapes, computer graphics, full color scenario geo-plots, range safety missile/target hazard patterns, range scenario presentations, and printed material in support of technical meetings and briefings. Some material will be produced from government furnished data and other material will be generated by the contractor as a result of on-going efforts.

3.2.14 The contractor shall monitor weapons system testing and data collection using EA/EW threat simulation equipment; provide analytical support during testing involving EA/EW threat simulation equipment; and report test results and findings.

3.2.15 The contractor shall review and analyze test scenarios, system documentation, and other T&E related source documentation and provide recommendations for the correct implementation/application of EA/EW threat simulation equipment in test scenarios, exercise geometry (EA/EW antenna coverage) and hazard pattern constraints to ensure maximum effective use of available range assets and completion of T&E objectives. Provide liaison with range and other agencies to ensure weapon system scenarios and T&E requirements are met.

3.2.16 The contractor shall identify and analyze performance problems associated with test documentation, test instrumentation, and test scenarios involving EA/EW threat simulation equipment. Analyze and develop a recommended corrective plan of action to resolve identified problems.

3.2.17 Using the existing Aegis Mission Planning System (AMPS) as a template, the contractor shall research available technologies and provide recommended upgrades required to replace aging AMPS components in order to maintain and expand the current mission planning capabilities. Recommended upgrades will be documented in a technical report. The contractor will fix existing known operational anomalies. The contractor will add additional capability to model and simulate additional air and surface vehicles, to plan multiple vehicle scenarios with geographical representation of relative vehicle motion synchronized in time and space, and to plot range radar/telemetry/simulation data on existing Geographical Information System.

3.2.18 The contractor shall incorporate government provided target radar cross section (RCS) data into the current Aegis Target RCS CD-ROM using previously established methodology. The files contained on the CD-ROM shall be in ASCII format and allow the user to develop CW plots of RCS magnitude versus target aspect. The Target RCS CD-ROM shall consist of the reduced target RCS data files and a readme.txt file that contains target description; target configuration as measured; measurement procedure; RCS laboratory data processing; RCS measurement results, including the reference of the complete report; and a description of the data structure of the RCS measurement including file name, frequency, polarization, Bistatic angle, target pitch angle, and aspect angle.

### **3.3 Task Area C—Instrumentation Support**

Provide technical and engineering support for the engineering evaluation of missile and range instrumentation subsystems such as telemetry, antennas, beacons, scoring, flight termination system (FTS) devices, position tracking systems, and environmental and atmospheric data collection systems required to support the research and development (R&D) and T&E of surface weapons programs. Support shall include:

3.3.1 Provide engineering and technical support services for the evaluation of documentation such as, but not limited to, Program Plans, TEMPs, and Master Plans, design specifications, interface documentation, test plans, etc. and provide written analyses and recommendations for improvements. The effort shall also include recommendations and input for the development of program objectives. Deficiencies noted shall be reported with recommendations for correction. This effort shall also include the development of recommended test plans and procedures, quality assurance plans and reports, schedules and status reports for the implementation of program objectives.

3.3.2 Provide engineering and technical support services for the development and maintenance of documentation such as engineering drawings, development and fabrication specifications, Engineering Change Proposals (ECPs), configuration management, logistics support and quality assurance. This support includes the development and maintenance of specialized databases for government use.

3.3.3 Provide engineering and technical support services for the test, evaluation and qualification of prototype, development, pre-production, production and repackaged weapon and missile systems and related components and surface weapon unique and special engineering test target vehicles at field locations. This is to include participating in the meetings and discussions of various government engineers, coordinating these technical inputs and submitting written revisions to existing test plans, design specifications and other technical documentation required. Test results shall be reported with recommendations to correct deficiencies in accordance with pertinent specifications.

3.3.4 Provide engineering and analytical services for the planning and development of the configuration management and life cycle and related logistics support system required for new subsystems produced and or supported by NAVAIR WD Point Mugu, CA, Test and Evaluation Engineering Department and Surface Weapons Programs personnel. Provide technical reports and recommendations for configuration management, life cycle and related logistics support required for each new subsystem.

3.3.5 Provide technical services for the identification and evaluation of multiple sources for missile system and subsystem components such as transmitters, telemeters, antennas, antenna couplers and detectors, FPS, FTS, tracking beacons, scorers, application specific integrated circuits (ASICs), field-programmable gate arrays, hybrids, and optics. This effort shall include analysis into advanced microelectronics technology and other types of component capability and feasibility for component repackaging to meet program requirements. Results shall be reported with recommendations for prototype hardware component specifications and configuration implementations. As specified in individual task orders (TO), develop, fabricate, and deliver prototype repackaged hardware.

3.3.6 Provide photographic and video range instrumentation services for national range test events in support of the programs under the cognizance of the NAVAIR WD Air Intercept Division. Provide technical and support services to include still and motion photographic production products, range scenario 3-D animation and modeling, and post operation summary video products for each test event. Develop and deliver live and animated video products depicting system performance including digital enhancement of vehicles tested, 3-D animated models developed using system telemetry, and system models from design documentation.

#### **3.4 Task Area D—Logistics and Life Cycle Management Support**

3.4.1 Along with government representatives attend engineering reviews, test and evaluation coordination groups, and planning meetings as required to gather data and provide technical support for all tasking identified within section 3 of this Statement of Work. Provide a narrative report documenting the results of reviews and meetings.

3.4.2 Provide revisions and updates to the quality assurance documentation for surface weapons and target vehicles, airframes, and support systems as required. Provide program management assistance in the coordination of testing, test reporting, and fault analysis.

3.4.3 Provide revisions and updates to the Preventive Maintenance Scheduler database and documentation required in support of Aegis target vehicles, airframes, support systems, and associated equipments.

#### **3.5 Task Area E—Management Support**

3.5.1 Perform engineering analysis to support research and development of new test and evaluation technology and special studies related to missile, target, and supporting systems programmatic and technical issues, performance, and test tools.

3.5.2 Develop presentation material such as digital images, viewgraphs, slides, videotapes, and printed media in the form of reports, instructions and other materials as required by program management in the support of this tasking identified in section 3 of this Statement of Work.

3.5.3 Monitor and track progress of surface weapon, target, and supporting systems test and evaluation tasks. Prepare required management analysis reports to ensure proper scheduling requirements are met. Note problem areas and propose solutions in a narrative report. Generate quarterly summaries of the SEATASK to aid in range resource requirements definition. Generate periodic status reports to identify the results of deliverables.

3.5.4 The contractor shall provide periodic activity and status reports to the Contracting Officer's Representative (COR) as specified in each TO. The format and content for the reports will be specified in each TO. The media used to convey the reports shall be electronic wherever practical and/or hard copy as specified in each TO.

3.5.5 Provide technical and engineering support services at meetings, conferences, technical working groups, engineering reviews, and T&E engineering planning and coordination meetings, and T&E operational planning and coordination meetings published in technical community calendars of events and provide reviews, other supporting documentation, and minutes of meetings attended.

3.5.6 Provide support of mission essential resource planning, monitoring, and reporting of personnel, materials, and fiscal resources to ensure proper execution of engineering and technical program operational requirements as specified in program documentation such as, but not limited to, the SEATASK or Program Plan. Support program requirements by developing data and information on current status. Update and maintain data files and programs to support reporting needs. Support activities will be documented in monthly activity reports.

3.5.7 Provide technical support for the evaluation of mission essential documentation, resource planning, monitoring and reporting of personnel, materials, and fiscal resources to ensure proper execution and reporting of engineering and technical program operating budgets as required by, but not limited to, the SEATASK or Program Plan. Support of program reporting requirements shall include the analysis and development of data and information on current status with deficiencies noted shall be reported with recommendations for correction including the update and maintenance of program data files on Weapons Division Resource Management System (WDRMS) for the current year and five out years of resource planning from both internal and external management of work years, material, travel, equipment, and contracts; current and prior year funding documents for accuracy in Defense Industrial Financial Management System (DIFMS) and Sigma (SAP/ERP); and OFD (Outgoing Funding Documents) to support reporting needs by analyzing expenditures, commitments, and obligations; and status of funds using DIFMS and Sigma. Support activities will be documented in monthly activity reports.

#### **4.0 DATA DELIVERABLES**

4.1 The contractor shall deliver the following items in accordance with the Contract Data Requirements List (CDRL), DD Form 1423, as required by each task order.

- a. CDRL A001: Presentation Materials
- b. CDRL A002: Conference Minutes
- c. CDRL A003: Technical Report – Studies/Services
- d. CDRL A004: Progress, Status and Management Report
- e. CDRL A005: Instructional Media Package

#### **5.0 NOTES AND OTHER SPECIAL CONSIDERATIONS**

5.1 Navy Technical Assistant (NTA): The NTA will be designated in each individual TO.

5.2 **Contractor Availability.** The contractor shall maintain a local office within twenty-five miles of NAVAIR WD Point Mugu. This requirement is needed for quick response to meetings and/or other deliverables that may be called requiring the contractor's immediate presence.

5.3 **Designated Test Ranges.** Designated national test and training ranges include, but are not limited to:

NAVAIR Weapons Division (NAVAIR WD), Point Mugu, CA

Pacific Missile Range Facility (PMRF), Barking Sands, Kauai, HI

NASA Wallops Flight Facility (WFF), VA

Surface Combat Systems Center (SCSC), VA

<b>DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b>				<b>1. CLEARANCE AND SUPERVISION</b>	
<i>(The requirements of the DoD National Industrial Security Program Operating Manual apply to all security aspects of this effort.)</i>				<b>2. FACILITY CLEARANCE REQUIRED</b> <b>SECRET</b>	
				<b>3. LEVEL OF SUPERVISION REQUIRED</b> <b>SECRET</b>	
<b>3. THIS SPECIFICATION IS FOR: (X and complete as applicable)</b>			<b>4. THIS SPECIFICATION IS: (X and complete as applicable)</b>		
<b>X</b>	<b>a. PRIME CONTRACT NUMBER</b> <b>N68936-05-D-0000</b>		<b>X</b>	<b>a. ORIGINAL (Complete date in all cases)</b> <b>DATE (YYYYMMDD)</b> <b>20050201</b>	
	<b>b. SUBCONTRACT NUMBER</b>			<b>b. REVISED (Complete all pertinent spaces)</b>	<b>NOTICE NUMBER</b> <b>DATE (YYYYMMDD)</b>
	<b>c. SOLICITATION OR OTHER NUMBER</b>	<b>DOB DATE (YYYYMMDD)</b>		<b>c. FINAL (Complete item 3 in all cases)</b>	<b>DATE (YYYYMMDD)</b>
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>					
Classified material received or generated under _____ (specify contract number) is transferred to this follow-on contract.					
<b>5. IS THIS A FINAL DD FORM 254?</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>					
In response to the contractor's request dated _____ retention of the identified classified material is authorized for the period of _____.					
<b>6. CONTRACTOR (State Commercial and Government Entity (CAGE) Code)</b>					
<b>a. NAME, ADDRESS, AND ZIP CODE</b> Saalex Corporation DBA: Saalex Solutions, Inc 1721 Pacific Avenue, Suite 180 Oxnard, CA 93033-3188		<b>b. CAGE CODE</b> 1T4Z9	<b>a. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)</b> Defense Security Service 1149 W. 190 <sup>th</sup> Street, #2026 Gardena, CA 90248		
<b>7. SUBCONTRACTOR</b>					
<b>a. NAME, ADDRESS, AND ZIP CODE</b> N/A		<b>b. CAGE CODE</b> N/A	<b>a. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)</b> N/A		
<b>8. ACTUAL PERFORMANCE</b>					
<b>a. LOCATION</b> N/A		<b>b. CAGE CODE</b> N/A	<b>a. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)</b> N/A		
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b> <b>SURFACE WEAPONS TEST AND EVALUATION SUPPORT</b> <b>COR: Diana Lotpeich, Code 4K9300E, (805) 989-8428</b>					
<b>10. THIS CONTRACT WILL REQUIRE ACCESS TO:</b>					
<b>a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION</b>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<b>b. RESTRICTED DATA</b>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	<b>a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY</b>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<b>c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION</b>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<b>b. RECEIVE CLASSIFIED DOCUMENTS ONLY</b>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<b>d. FORMERLY RESTRICTED DATA</b>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<b>c. RECEIVE AND GENERATE CLASSIFIED MATERIAL</b>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>e. INTELLIGENCE INFORMATION:</b>			<b>d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE</b>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<b>(1) SENSITIVE COMPARTMENT INFORMATION (SCI)</b>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	<b>e. PERFORM SERVICES ONLY</b>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<b>(2) NON-SCI</b>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	<b>f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES</b>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<b>l. SPECIAL ACCESS INFORMATION</b>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	<b>g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER</b>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<b>5. NATO INFORMATION</b>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<b>h. RECOVER A COMSEC ACCOUNT</b>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<b>b. FOREIGN GOVERNMENT INFORMATION</b>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	<b>i. HAVE TRUST REQUIREMENTS</b>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<b>l. LIMITED DISSEMINATION INFORMATION</b>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	<b>j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS</b>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>j. FOR OFFICIAL USE ONLY INFORMATION</b>		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<b>k. BE AUTHORIZED TO USE THE DEFENSE COUNSEL SERVICE</b>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<b>k. OTHER (Specify)</b>			<b>l. OTHER (Specify)</b>		

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

Direct  Through (Specify):

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

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review. In the case of non-DoD User Agencies, requests for disclosure 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/instructions referenced herein. Add additional pages as needed to provide complete guidance.)

10a: STU III access only at Government site.

10g: 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 5400.7-R, Chapters 3 and 4 (attached).

11c: If contractor employees will be co-located in NAWCWD spaces during anytime within the full performance of this contract, they will comply with and be held accountable for the requirements of NAWCWPNSINST 5510.30 (series) and any additional security requirements provided by the Activity Security Coordinator (as appropriate).

11j: The contractor shall develop, implement and maintain a facility level OPSEC program to protect classified and sensitive unclassified information to be used at the contractor facility during the performance of this contract. Contract data requirements list (CDRL) and data item description (DID) attached. The OPSEC plan shall be submitted to the NAVAIR within 90 days of contract award for acceptance and approval. Contractor shall mail preliminary draft OPSEC Plan in MS Word 8.0 (or later) on Compact Disc and hard copy to: Commander, Attn: 7.4.3, B403 Unit 10, 22514 McCoy Road, Patuxent River, MD 20670-1457. Final plan due 45 days after Government approval (NAWCAD 7.4.3) of draft. While performing aboard NAVAIR sites, the contractor shall comply with the provisions of OPNAVINST 3432.1 and the local command 3432 instruction series for Operations Security; at all other sites, the contractor shall comply with the local command and/or program OPSEC plan.

SEE SUPPLEMENTAL PAGE

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NAWCWD requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the statement document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

YES  NO

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 covered and the activity responsible for inspections. Use Item 13 if additional space is needed.)

YES  NO

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

a. TYPED NAME OF CERTIFYING OFFICIAL

BARBARA J. FENWICK

b. TITLE

CONTRACTING OFFICER'S SECURITY REPRESENTATIVE (COSR)

d. TELEPHONE (include Area Code)

301-342-7003

e. ADDRESS (include Zip Code)

COMMANDER  
ATT: 7.4.1, B403, R103  
NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION  
22514 MCCOY ROAD, UNIT 10  
PATUXENT RIVER, MD 20670-1457

17. REQUIRED DISTRIBUTION

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COORDINATING SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

c. SIGNATURE

*Barbara J Fenwick 2/1/05*

e. ADMINISTRATIVE CONTRACTING OFFICER

f. OTHERS AS NECESSARY

COR, COSR

**SUPPLEMENTAL PAGE/ITEM IS CONTINUED**

**FOR ALL WORK PERFORMED ABOARD NAVAL AIR WARFARE CENTER SITES, THE APPLICABLE INFORMATION SECURITY REGULATIONS WILL BE SECNAVINST 5510.26; 5510.30A AND LOCAL SECURITY INSTRUCTIONS**

Contractor shall place the following distribution statement on all classified and unclassified technical documents at the bottom of the page, on the front cover or first page if no cover page is used, centered, in the same size print as the majority of the print on the rest of the page.

Distribution Statement F: Further dissemination only as directed by U.S. Navy Aegis Program Manager (PMS 400) or higher authority, 1 Jan 1993. NAVSEA PEO IWS 1TE, Dean Kimmelheim, Manager Combined Test and Evaluation, 2 Isaac Hull Avenue SE, Washington Navy Yard, DC 20376, (202)781-2007.

<input checked="" type="checkbox"/> [HOME]	<input checked="" type="checkbox"/> [SEARCH]	<input checked="" type="checkbox"/> [PREV]	<input checked="" type="checkbox"/> [CURR_LIST]	<input checked="" type="checkbox"/> [NEXT]	<input checked="" type="checkbox"/> [FIRST]	<input checked="" type="checkbox"/> [PREV]	<input checked="" type="checkbox"/> [CURR]	<input checked="" type="checkbox"/> [NEXT]
<input checked="" type="checkbox"/> [LAST]	<input checked="" type="checkbox"/> [BOTTOM]	<input checked="" type="checkbox"/> [HELP]						

**WAGE DETERMINATION NO: 94-2072 REV (18) AREA: CA, VENTURA**

WAGE DETERMINATION NO: 94-2072 REV (18) AREA: CA, VENTURA  
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 \*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
 WASHINGTON D.C. 20210

William W. Gross	Division of	Wage Determination No.: 1994-2072
Director	Wage Determinations	Revision No.: 18
		Date Of Last Revision: 06/17/2004

State: California  
 Area: California County of Ventura

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.00
01012 - Accounting Clerk II	12.52
01013 - Accounting Clerk III	14.79
01014 - Accounting Clerk IV	16.80
01030 - Court Reporter	17.03
01050 - Dispatcher, Motor Vehicle	18.52
01060 - Document Preparation Clerk	13.50
01070 - Messenger (Courier)	9.17
01090 - Duplicating Machine Operator	12.52
01110 - Film/Tape Librarian	15.46
01115 - General Clerk I	9.67
01116 - General Clerk II	10.86
01117 - General Clerk III	13.40
01118 - General Clerk IV	16.07
01120 - Housing Referral Assistant	18.43
01131 - Key Entry Operator I	11.99
01132 - Key Entry Operator II	13.09
01191 - Order Clerk I	13.64
01192 - Order Clerk II	14.88
01261 - Personnel Assistant (Employment) I	13.04
01262 - Personnel Assistant (Employment) II	14.95
01263 - Personnel Assistant (Employment) III	17.57
01264 - Personnel Assistant (Employment) IV	19.75
01270 - Production Control Clerk	18.43
01290 - Rental Clerk	14.95
01300 - Scheduler, Maintenance	14.98
01311 - Secretary I	14.98
01312 - Secretary II	18.40
01313 - Secretary III	20.12
01314 - Secretary IV	22.59
01315 - Secretary V	25.03
01320 - Service Order Dispatcher	14.72
01341 - Stenographer I	13.52
01342 - Stenographer II	15.18
01400 - Supply Technician	22.59
01420 - Survey Worker (Interviewer)	16.80

01460 - Switchboard Operator-Receptionist	13.63
01510 - Test Examiner	18.40
01520 - Test Proctor	18.40
01531 - Travel Clerk I	10.69
01532 - Travel Clerk II	11.43
01533 - Travel Clerk III	12.05
01611 - Word Processor I	14.57
01612 - Word Processor II	16.35
01613 - Word Processor III	18.29
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.72
03041 - Computer Operator I	14.72
03042 - Computer Operator II	16.80
03043 - Computer Operator III	18.43
03044 - Computer Operator IV	20.68
03045 - Computer Operator V	22.90
03071 - Computer Programmer I (1)	18.29
03072 - Computer Programmer II (1)	23.91
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.72
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21.08
05010 - Automotive Glass Installer	20.26
05040 - Automotive Worker	20.26
05070 - Electrician, Automotive	20.50
05100 - Mobile Equipment Servicer	18.29
05130 - Motor Equipment Metal Mechanic	21.97
05160 - Motor Equipment Metal Worker	20.26
05190 - Motor Vehicle Mechanic	21.08
05220 - Motor Vehicle Mechanic Helper	16.97
05250 - Motor Vehicle Upholstery Worker	19.40
05280 - Motor Vehicle Wrecker	20.26
05310 - Painter, Automotive	21.08
05340 - Radiator Repair Specialist	19.90
05370 - Tire Repairer	14.54
05400 - Transmission Repair Specialist	21.08
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.78
07010 - Baker	15.40
07041 - Cook I	14.48
07042 - Cook II	15.40
07070 - Dishwasher	9.78
07130 - Meat Cutter	14.84
07250 - Waiter/Waitress	10.83
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.45
09040 - Furniture Handler	11.72
09070 - Furniture Refinisher	17.35
09100 - Furniture Refinisher Helper	13.96
09110 - Furniture Repairer, Minor	16.18
09130 - Upholsterer	17.35
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.76
11060 - Elevator Operator	11.25
11090 - Gardener	15.99
11121 - House Keeping Aid I	8.97
11122 - House Keeping Aid II	9.96
11150 - Janitor	9.96
11210 - Laborer, Grounds Maintenance	12.46

11240 - Maid or Houseman	8.97
11270 - Pest Controller	15.00
11300 - Refuse Collector	13.63
11330 - Tractor Operator	16.32
11360 - Window Cleaner	11.23
12000 - Health Occupations	
12020 - Dental Assistant	14.43
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.29
12071 - Licensed Practical Nurse I	14.56
12072 - Licensed Practical Nurse II	16.35
12073 - Licensed Practical Nurse III	17.06
12100 - Medical Assistant	13.05
12130 - Medical Laboratory Technician	14.70
12160 - Medical Record Clerk	13.36
12190 - Medical Record Technician	14.88
12221 - Nursing Assistant I	8.86
12222 - Nursing Assistant II	9.96
12223 - Nursing Assistant III	10.41
12224 - Nursing Assistant IV	12.43
12250 - Pharmacy Technician	13.82
12280 - Phlebotomist	14.19
12311 - Registered Nurse I	23.27
12312 - Registered Nurse II	28.49
12313 - Registered Nurse II, Specialist	28.49
12314 - Registered Nurse III	34.45
12315 - Registered Nurse III, Anesthetist	34.45
12316 - Registered Nurse IV	44.30
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	14.86
13011 - Exhibits Specialist I	18.90
13012 - Exhibits Specialist II	23.46
13013 - Exhibits Specialist III	28.71
13041 - Illustrator I	18.90
13042 - Illustrator II	23.40
13043 - Illustrator III	29.04
13047 - Librarian	27.18
13050 - Library Technician	14.43
13071 - Photographer I	16.73
13072 - Photographer II	20.70
13073 - Photographer III	26.61
13074 - Photographer IV	33.44
13075 - Photographer V	35.67
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.94
15030 - Counter Attendant	7.94
15040 - Dry Cleaner	9.52
15070 - Finisher, Flatwork, Machine	7.94
15090 - Presser, Hand	7.94
15100 - Presser, Machine, Drycleaning	7.94
15130 - Presser, Machine, Shirts	7.94
15160 - Presser, Machine, Wearing Apparel, Laundry	7.94
15190 - Sewing Machine Operator	10.07
15220 - Tailor	10.63
15250 - Washer, Machine	8.45
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	17.35
19040 - Tool and Die Maker	20.27
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.21
21020 - Material Coordinator	16.92
21030 - Material Expediter	16.92
21040 - Material Handling Laborer	11.84
21050 - Order Filler	11.51

21071 - Forklift Operator	12.46
21080 - Production Line Worker (Food Processing)	13.08
21100 - Shipping/Receiving Clerk	12.89
21130 - Shipping Packer	12.89
21140 - Store Worker I	9.54
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.62
21210 - Tools and Parts Attendant	13.89
21400 - Warehouse Specialist	13.89
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.71
23040 - Aircraft Mechanic Helper	14.51
23050 - Aircraft Quality Control Inspector	22.61
23060 - Aircraft Servicer	16.63
23070 - Aircraft Worker	17.37
23100 - Appliance Mechanic	18.45
23120 - Bicycle Repairer	14.54
23125 - Cable Splicer	20.78
23130 - Carpenter, Maintenance	22.40
23140 - Carpet Layer	17.33
23160 - Electrician, Maintenance	26.00
23181 - Electronics Technician, Maintenance I	19.39
23182 - Electronics Technician, Maintenance II	21.12
23183 - Electronics Technician, Maintenance III	25.87
23260 - Fabric Worker	16.18
23290 - Fire Alarm System Mechanic	19.60
23310 - Fire Extinguisher Repairer	15.05
23340 - Fuel Distribution System Mechanic	20.47
23370 - General Maintenance Worker	17.33
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.74
23430 - Heavy Equipment Mechanic	19.80
23440 - Heavy Equipment Operator	25.11
23460 - Instrument Mechanic	19.60
23470 - Laborer	13.40
23500 - Locksmith	18.45
23530 - Machinery Maintenance Mechanic	19.97
23550 - Machinist, Maintenance	21.56
23580 - Maintenance Trades Helper	13.96
23640 - Millwright	20.44
23700 - Office Appliance Repairer	18.45
23740 - Painter, Aircraft	20.49
23760 - Painter, Maintenance	18.45
23790 - Pipefitter, Maintenance	19.60
23800 - Plumber, Maintenance	18.45
23820 - Pneudraulic Systems Mechanic	19.60
23850 - Rigger	20.78
23870 - Scale Mechanic	17.44
23890 - Sheet-Metal Worker, Maintenance	19.60
23910 - Small Engine Mechanic	17.33
23930 - Telecommunication Mechanic I	19.76
23931 - Telecommunication Mechanic II	22.55
23950 - Telephone Lineman	19.85
23960 - Welder, Combination, Maintenance	19.60
23965 - Well Driller	20.86
23970 - Woodcraft Worker	19.60
23980 - Woodworker	15.05
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.03
24580 - Child Care Center Clerk	15.84
24600 - Chore Aid	9.71
24630 - Homemaker	15.90
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.74
25040 - Sewage Plant Operator	25.33

25070 - Stationary Engineer	22.07
25190 - Ventilation Equipment Tender	15.36
25210 - Water Treatment Plant Operator	23.68
27000 - Protective Service Occupations	
(not set) - Police Officer	30.60
27004 - Alarm Monitor	17.02
27006 - Corrections Officer	21.12
27010 - Court Security Officer	23.04
27040 - Detention Officer	21.12
27070 - Firefighter	23.78
27101 - Guard I	10.34
27102 - Guard II	13.45
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	19.76
28020 - Hatch Tender	17.80
28030 - Line Handler	17.80
28040 - Stevedore I	17.84
28050 - Stevedore II	20.30
29000 - Technical Occupations	
21150 - Graphic Artist	24.07
29010 - Air Traffic Control Specialist, Center (2)	31.95
29011 - Air Traffic Control Specialist, Station (2)	22.03
29012 - Air Traffic Control Specialist, Terminal (2)	24.27
29023 - Archeological Technician I	18.97
29024 - Archeological Technician II	21.21
29025 - Archeological Technician III	26.29
29030 - Cartographic Technician	26.29
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.62
29040 - Civil Engineering Technician	26.22
29061 - Drafter I	16.70
29062 - Drafter II	18.97
29063 - Drafter III	21.21
29064 - Drafter IV	26.29
29081 - Engineering Technician I	15.16
29082 - Engineering Technician II	17.01
29083 - Engineering Technician III	19.03
29084 - Engineering Technician IV	23.57
29085 - Engineering Technician V	28.83
29086 - Engineering Technician VI	34.89
29090 - Environmental Technician	19.91
29100 - Flight Simulator/Instructor (Pilot)	33.42
29160 - Instructor	26.18
29210 - Laboratory Technician	17.85
29240 - Mathematical Technician	23.09
29361 - Paralegal/Legal Assistant I	18.99
29362 - Paralegal/Legal Assistant II	21.85
29363 - Paralegal/Legal Assistant III	26.74
29364 - Paralegal/Legal Assistant IV	32.32
29390 - Photooptics Technician	23.09
29480 - Technical Writer	28.62
29491 - Unexploded Ordnance (UXO) Technician I	20.98
29492 - Unexploded Ordnance (UXO) Technician II	25.39
29493 - Unexploded Ordnance (UXO) Technician III	30.43
29494 - Unexploded (UXO) Safety Escort	20.98
29495 - Unexploded (UXO) Sweep Personnel	20.98
29620 - Weather Observer, Senior (3)	20.69
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.63
29622 - Weather Observer, Upper Air (3)	18.63
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.43
31260 - Parking and Lot Attendant	9.82
31290 - Shuttle Bus Driver	13.95
31300 - Taxi Driver	10.70

31361 - Truckdriver, Light Truck	13.95
31362 - Truckdriver, Medium Truck	14.76
31363 - Truckdriver, Heavy Truck	18.66
31364 - Truckdriver, Tractor-Trailer	18.66
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	11.87
99030 - Cashier	12.11
99041 - Carnival Equipment Operator	13.59
99042 - Carnival Equipment Repairer	14.64
99043 - Carnival Worker	10.30
99050 - Desk Clerk	10.43
99095 - Embalmer	20.98
99300 - Lifeguard	11.03
99310 - Mortician	20.98
99350 - Park Attendant (Aide)	13.85
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	12.15
99500 - Recreation Specialist	13.82
99510 - Recycling Worker	17.94
99610 - Sales Clerk	11.24
99620 - School Crossing Guard (Crosswalk Attendant)	9.78
99630 - Sport Official	11.03
99658 - Survey Party Chief (Chief of Party)	19.97
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.25
99660 - Surveying Aide	11.85
99690 - Swimming Pool Operator	18.63
99720 - Vending Machine Attendant	15.61
99730 - Vending Machine Repairer	18.63
99740 - Vending Machine Repairer Helper	15.61

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the

performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

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

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

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

\*\* UNIFORM ALLOWANCE \*\*

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

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

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

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
  - 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
  - 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
  - 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
  - 5) The contracting officer transmits the Wage and Hour decision to the contractor.
  - 6) The contractor informs the affected employees.
- Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**PROGRAM MANAGER:**

**Qualifications:** A Master's degree from a recognized college or university with the undergraduate degree in engineering, science, mathematics, or related fields and have twelve (12) years technical and management experience in the test and evaluation of Naval weapons systems. At least five (5) years of the most recent experience must be in dealing with program or project management of Department of Defense (DoD) funded programs or projects. This position also requires an in depth knowledge of NAVAIR WEAPONS DIVISION, Point Mugu; Naval test and evaluation processes, as well as test range operations and policies; experience interpreting and administering DoD Directives; experience must cover accounting, finance, personnel relations, supervision, and direction of technical programs. Degree in business preferred with extensive experience in electronic engineering. These personnel must possess an in-depth understanding of the assigned system application area and are responsible for providing overall management, direction, problem definition, analysis and formulation of design, test, and evaluation of engineering approaches for complex systems. Extensive experience in development, test and evaluation of systems and systems support. These staff members must be capable of planning, organizing, staffing, budgeting and managing large multi-discipline projects plus providing effective customer liaison with government personnel or other contractors.

**SENIOR SYSTEMS ENGINEER/ANALYST:**

**Qualifications:** An Bachelor's degree from a recognized college or university in engineering, science, mathematics, operations research and analysis, computer science or a related discipline with at least ten (10) years direct experience in engineering or scientific fields is required. Experience must include at least seven years (7) experience in Data Analysis, Data Management, Systems Analysis and Test and Evaluation of a variety of surface weapons systems, developing and analyzing requirements, and performing studies and analysis. At least five (5) years experience directly related to the development of criteria for programmatic approaches and control of Test and Evaluation, In-Service Engineering, and Fleet support programs. A thorough knowledge of and experience In Test and Evaluation, Test- and Training-Range operations, Range instrumentation, Targets and Threat Replication, Range Command, Control, and Data Systems, and Range safety is required. Working experience with NAVAIR Weapons Division's Sea-Test Range, Pacific Missile Range Facility, White Sands Missile Range, and the NASA Wallops Island Flight Facility/VACAPES Test Area is required. Current knowledge of and experience in the naval surface weapon systems identified in this document and surface Fleet tactics is required. This position requires an in-depth understanding of and experience with NAVSEASYS COM, PEO IWS 1TE, and NSWC, Port Hueneme Division Test and Evaluation policies and instructions. These personnel must be capable of supervising other personnel and providing liaison with management. They must also be capable of budgeting and managing small projects. An additional five (5) years of directly related experience may be substituted in lieu of a Bachelor's degree.

#### SENIOR ENGINEER/ENGINEER:

Qualifications: A Bachelor's degree from a recognized college or university in engineering, science, mathematics, operations research and analysis, computer science or a related discipline with at least seven (7) years direct experience in engineering or scientific fields is required. Also required is: a comprehensive knowledge of DoD, Military Specifications and Standards and the ability to design and analyze highly complex electro/mechanical equipment necessary in the Test and Evaluation of weapons systems. This must include at least five (5) years experience in Data Analysis, Data Management, Systems Analysis and Test and Evaluation of a variety of Naval surface weapons systems including preparation of technical reports; and delivery of technical presentations. A thorough knowledge of and experience in Test and Evaluation, Test- and Training-Range operations, Range instrumentation, Targets and Threat Replication, Range Command, Control, and Data Systems, and Range safety is required. Working experience with NAVAIR Weapons Division's Sea-Test Range, Pacific Missile Range Facility, White Sands Missile Range, and the NASA Wallops Island Flight Facility/VACAPES Test Area. Current knowledge of and experience in the naval surface weapon systems identified in this document, and surface Fleet tactics is required. Ability to direct others, work independently, and review and approve work plans. This position requires an in-depth understanding of and experience with NAVSEASYS COM, PEO IWS ITE, and NSWC, Port Hueneme Division Test and Evaluation policies and instructions. These personnel must be capable of supervising other personnel and providing liaison with management. They must also be capable of budgeting and managing small projects. An additional five (5) years of direct experience may be substituted in lieu of a Bachelor's degree.

#### COMPUTER PROGRAMMER/SYSTEMS ANALYST:

Qualifications: Must have High School diploma or equivalent and five (5) years experience in the development, modification, and maintenance of computer programs; designs and implements files and records within programs; and tests, documents, and writes operating instructions for all work. Applies standard programming procedures and detailed knowledge to the pertinent subject matter.

#### TECHNICAL ILLUSTRATOR:

Qualifications: Requires a minimum of ten (10) years of experience and/or formal training. Experience and expertise with visual communication techniques, artistic concepts, computer generated graphics, and the preparation of camera-ready artwork for reports, presentations, documentation, and manuals. Experience with both PC and Macintosh Computer Systems and an in-depth knowledge of the following computer programs: Microsoft Office, Adobe Illustrator, Adobe PhotoShop, Adobe PageMaker, Adobe Acrobat, and Claris File Maker Pro. Ability to translate rough sketches into visually presentable and easily understandable form for graphic presentation.

#### DOCUMENTATION SPECIALIST:

Qualifications: Requires a minimum of ten (10) years experience and/or formal training in providing programmatic and resource documentation for naval surface weapons programs. Experience shall include support of mission essential resource planning, monitoring and reporting of personnel, materials and fiscal resources to ensure proper execution and reporting of engineering and technical program operating budgets. Ability to update/maintain computer data files and programs to support reporting needs is required. Must have in depth working knowledge of Navy financial reporting systems including DIFMS, ERP/SAP, NAFI, DFAS, and CYBERDOCS.

**TECHNICAL TYPIST:**

Qualifications: Must have High School diploma or equivalent and five (5) years experience in typing technical reports, including charts, tables, equations, and text. Experience with the operation of electronic typewriters, computer word processing equipment and software. Experience in Microsoft Office required. Ability to accurately type sixty (60) words per minute.









