
FOIA Electronic Reading Room

Document Coversheet

Document Description

CONTRACT: N68936-07-D-0014

- 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.

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

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)			RATING DO-C9	PAGE OF PAGES 1 30		
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-07-D-0014		3. EFFECTIVE DATE 31 Jan 2007		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0010177259				
5. ISSUED BY CDR NAWCWD CODE 220000D ATTN: E. STRAND (760) 939-7309 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108		CODE N68936	6. ADMINISTERED BY (If other than Item 5) DCMA PALMDALE 40015 SIERRA HIGHWAY SUITE B110 PALMDALE CA 93550			CODE S0303A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) SAALEX CORP TRAVIS MACK 400 W REEVES AVE STE B RIDGECREST CA 93555-6237				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Net 30 days		
CODE 4LRF7				FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM		
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381			CODE HQ0339		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [X] 10 U.S.C. 2304(c)(5) [] 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		
SEE SCHEDULE								
15G. TOTAL AMOUNT OF CONTRACT						\$3,366,686.00		
16. TABLE OF CONTENTS								
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE								
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 N68936-06-R-0097 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 MARY K. JACOBS / PROCURING CONTRACTING OFFICER TEL: (760) 939-6043 EMAIL: mary.jacobs@navy.mil				
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA <i>Mary Jacobs</i> BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED 31-Jan-2007		
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: Erin Strand
Phone: (760) 939-7309
DSN: 437-7309
FAX: (760) 939-8329
Email address: erin.strand@navy.mil
U.S. Postal Service Mailing Address:
COMMANDER
CODE 220000D (E. STRAND – 760-939-7309)
NAVAIRWARCENWPNDIV
429 E. BOWEN RD. MAIL STOP 4015
CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER
CODE 220000D (E. STRAND)
NAVAIRWARCENWPNDIV
BLDG 982, MAIL STOP 4015
CHINA LAKE, CA 93555-6108

ATTENTION-IMPORTANT MODIFICATION NUMBERING INFORMATION:

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

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

This contract is a Fixed Hourly Rate Time and Material, Indefinite-Delivery, Indefinite-Quantity, Task Order Type contract with a 5-year period of performance.

The minimum to be ordered is \$25,000.00, and the maximum dollar ceiling of the contract is \$3,366,686.00 during the 5-year period of performance.

The maximum number of hours for each position that may be ordered at anytime during the 5-year period of performance is as follows:

Engineer – 13,450 hours

SSO/Admin – 10,400 hours

Tech Editor/Writer – 10,400 hours

The maximum dollar value for material that may be ordered at anytime during the 5-year period of performance is \$250,000.00.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Engineer/Analyst T&M The contractor shall provide services in accordance with the Statement of Work. Year One Rate - \$101.97/hr Year Two Rate - \$106.35/hr Year Three Rate - \$110.82/hr Year Four Rate - \$115.47/hr Year Five Rate - \$120.44/hr FOB: Destination PURCHASE REQUEST NUMBER: 0010177259	13,450	Hours	See Below	
				TOT MAX PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Technical Editor T&M The contractor shall provide services in accordance with the Statement of Work. Year One Rate - \$58.12/hr Year Two Rate - \$60.62/hr Year Three Rate - \$63.17/hr Year Four Rate - \$65.82/hr Year Five Rate - \$68.65/hr FOB: Destination	10,400	Hours	See below	
				TOT MAX PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	SSO/Admin T&M	10,400	Hours	See below	
	The contractor shall provide services in accordance with the Statement of Work.				
	Year One Rate - \$63.7/hr				
	Year Two Rate - \$66.47/hr				
	Year Three Rate - \$69.26/hr				
	Year Four Rate - \$72.17/hr				
	Year Five Rate - \$75.27/hr				
	FOB: Destination				

TOT MAX PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Materials/Supplies T&M	250,000	Dollars, U.S.	\$1.00	\$250,000.00 NTE
	Includes travel, federal express, telephone, conference facilities, and reproduction.				
	FOB: Destination				

TOT MAX PRICE
CEILING PRICE

\$250,000.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Technical Data T&M	1	Lot	NSP	NSP
	The contractor shall provide data in accordance with Exhibit (A), Contract Data Requirements List (CDRL), DD Form 1423.				
	FOB: Destination				

TOT MAX PRICE
CEILING PRICE

NSP
CLIN 0005 for Technical Data is "Not Separately Priced" (NSP). The price for the Technical Data should be included in the corresponding labor CLIN.

CLAUSES INCORPORATED BY FULL TEXT

**5252.211-9504 LEVEL OF EFFORT (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS)
(NAVAIR) (NOV 1999)**

(a) Task orders shall establish an anticipated level of effort (projected man-hours) for each CLIN or SLIN and a Ceiling Price for that task order. The ceiling price shall be the sum of: (1) the projected prime Contractor hours multiplied by the appropriate hourly rates prescribed in the schedule; and (2) the estimated amount of materials priced in accordance with the clause entitled, Payments Under Time-and-Materials and Labor-Hour Contracts, including estimated subcontract costs calculated in the same manner as the prime Contractor using the subcontract price schedules.

(b) The Contractor may use any combination of hours of labor categories listed in any single task order, if necessary to perform that task order. Labor categories not shown may not be used without a task order modification. The Contractor may use any combination of prime Contractor labor, subcontractor labor, and other material expense in accomplishing the statement of work within the limits expressed below.

(c) The NAVAIR clause 5252.232-9507, "Limitation of Funds - Time and Material and Labor-Hour Contracts", applies independently to each task order under this contract and nothing in this provision amends the rights or responsibilities of the parties hereto under that clause. In addition, the notifications required by this clause are separate and distinct from any specified in the NAVAIR 5252.232-9507.

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

(1) The level of effort the Contractor expects to incur under any 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

(2) The level of effort required to perform a particular 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 ceiling price 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.

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

(1) 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 CLIN or SLIN listed in the task order schedule, including the identification of the key employees utilized.

(2) The total labor price plus estimated total allowable material cost incurred under the task order,

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

(f) In the event that less than one hundred (100%) percent of the established level of effort for a task order is expended, the Government may require continued performance subject to the remaining obligation.

Section C - Descriptions and Specifications

STATEMENT OF WORK (SOW)

1.0 SCOPE. This procurement is for the Unclassified up to Genser level "Validation" of Navy Electronic Warfare and related threat simulators, simulations, models, and actual threat weapons systems in support of the Navy Threat/Simulation Validation Program, located at the Naval Air Warfare Center Weapons Division (NAWCWD), China Lake, CA. These threat/actual weapons systems, simulators, models, simulations, and surrogates are located all across the United States at various Naval Bases, Laboratories, Ranges, Test, and Training Facilities. The Contractor shall develop Navy validation reports, review validation reports from other Naval Organizations or laboratory facilities, and provide documentation in accordance with the tasks described in the SOW and in individual task orders (TOs). Work performed under this contract will be ordered by individual TOs.

2.0 APPLICABLE DOCUMENTS (AS DATED). The following documents can be found at the following locations: on the website at www.simval.org, the Defense Modeling and Simulations Office (DMSO) Website, or the Navy Modeling and Simulation Office (NMSO) Website.

(1) Threat Simulator Program Guidelines, Office of the Deputy Director Defense Research and Engineering (Test and Evaluation), September 1991.

(2) Department of Defense (DOD) Threat Simulator Program Plan (TSPP) Policy and Procedures manual, February 1993.

(3) NAWCWPNs TM 7489-3, U.S. Navy Air Defense Threat Simulator Validation Procedures Manual, August 1993.

(4) DODINST 5000.1 dated May 12, 2003.

(5) DODINST 5000.2 dated May 12, 2003.

(6) DOD Directive 5000.59 "with changes included" revised January 20, 1998.

(7) DOD Instruction 5000.61 dated May 13, 2003.

(8) SECNAVINST 5200.40 dated April 19, 1999.

(9) COMOPTEVFORINST 5000.1A dated Sept 9, 2004.

3.0 REQUIREMENTS. The Contractor shall provide analytic and engineering support for Naval Electro-Optics (EO), Infrared (IR), Ultraviolet (UV), Jammers, Digital Models, Threat Radars, Simulations, Targets, and actual Threat Weapons Systems in all facets of Electronic Warfare, including Electronic Attack (EA) and Electronic Protection (EP) modes of operation. This includes the Navy Electronic Warfare and related threat simulators, simulations, models, and actual threat weapons systems in accordance with Paragraph 2.0, Applicable Documents. Specifically, the Contractor shall provide classified technical reports, engineering analysis, documentation, and support to the Navy Threat/Simulation Validation Coordinator (who is also the Contracting Officer Representative (COR)) at NAWCWD, China Lake, CA, in the development of specific Navy threat/simulation validation procedures, compilation and analysis of threat/simulation validation data, and documentation of the results to aid in the final production of Unclassified, Confidential, and Genser-level Navy Validation Reports. This effort includes threat data collection; simulation data collection; development of threat simulation critical parameters (TSCP's), threat simulation performance parameters (TSPP's), or threat simulation critical characteristics (TSCC's); intelligence data research; reviewing other Navy Base, Weapons Center, Facility, Range, or Laboratory validation reports; responding to technical inquiries; participation in technical reviews; participation in progress reviews; and the development and documentation of Final and Approved Navy Validation Reports. The Government may order any of the following, or a combination thereof, in accordance with the ordering provisions delineated in the contract:

3.1 Threat Data Collection. The Contractor shall collect unclassified and classified threat data from Government-provided Defense Intelligence Agency (DIA)-approved or Cognizant Intel Center Analysts threat documentation. Security level of data collected will be up to and including Secret for the validation of Navy Electronic Warfare threat simulators, simulations, models, surrogates, and actual threat weapons systems as delineated by individual TOs.

3.2 Simulation Data Collection. The Contractor shall collect simulation specification and/or measured performance data, and determine and analyze deltas with respect to Navy Electronic Warfare simulators, simulations, models, surrogates, or actual threat weapons systems. These assets are located at various U.S. Naval Test and Evaluation and Training Bases, Laboratories, Facilities, and Ranges. Some examples of various common sites and locations planned are as follows: Electronic Combat Range Department (ECRD) at NAWCWD, China Lake, CA; NAWCWD, Point Mugu, CA; NAWCAD, Patuxent River, MD; Naval Research Lab, Washington, D.C.; Naval Coastal Systems Station – Panama City, FL; and the Fallon Tacts Range Naval Air Station (NAS)-Fallon, NV.

3.3 TSCPs, TSPPs or TSCCs.

3.3.1 The Contractor shall collect user test requirements; develop TSCPs, TSPPs, or TSCCs; and assess deltas and impacts by analyzing threat data and critical training, simulation, and testing requirements.

3.3.2 The Contractor shall provide recommendations regarding changes to TSCPs, TSPPs, or TSCCs in writing to the Government.

3.4 Intelligence Data Research. The Contractor shall periodically review and analyze Government-provided source intelligence data including Secret, to remain current on the most recent threat data related to the specific threat or simulator system being validated. Source intelligence data such as Scientific and Technical Intelligence Center (S&TI), DIA, and Central Intelligence Agency (CIA) data, will be provided by the Navy Validation Coordinator who is located at NAWCWD, China Lake, CA. It is important that the time for each classified document or classified data format being transferred from the Navy Validation Coordinator to the Contractor facility, or Contractor facility to the Navy Validation Coordinator, not exceed an 8-hour day. This data/time requirement is the responsibility of the Contractor and may be accomplished by a facility operated by the Contractor and located within the greater Ridgecrest, CA, area. When necessary, some classified data viewing and review will be made available with proper Government-sponsored escort and oversight within the allowable constraints at the NAWCWD China Lake Intelligence Library and the Navy Validation Coordinator's facility, located at NAWCWD, China Lake.

3.5 Validation Report Review. The Contractor shall review validation reports from other Naval organizations or laboratory facilities, as scheduled, to ensure compliance with DOD guidelines, policies, and procedures. Reviews will check for compliance in the areas of adequacy and completeness of technical data and compliance with approved validation criteria and report format. These areas include the Table of Contents, Introduction, Executive Summary, Threat Description, Simulation Description, TSCPs, TSPPs, or TSCCs data entry and Standard Validation Criteria (SVC) Tables, Impact Analysis section, and the Conclusions and Final Recommendations sections. The Contractor shall provide a written report to the Navy Validation Coordinator detailing the compliance or noncompliance with the DOD validation guidelines and procedures as documented in the Threat Simulator Program Guidelines and DOD TSPP.

3.6 DOT&E Report Format. The Contractor shall update the validation report format design to the latest version of the Director, Operational Test and Evaluation (DOT&E) required report format to ensure common indexing of threat/simulator critical and performance technical parameters.

3.7 Threat/Simulation Validation Peripherals.

3.7.1 The Contractor shall operate word processor PC-type classified peripherals to support the collection, archiving, and documentation of threat, simulator, simulation, model, or actual threat weapons system data, user test and evaluation requirements and system specification or measured performance or characteristic data. These word

processor PC-type classified peripherals shall utilize PC-based relational software and be available to the Navy Validation Coordinator or designee on 1-hour notice during normal business hours.

3.7.2 The Contractor shall utilize the peripherals to: (1) compare threat data and user training/testing requirements to determine TSCPs, and TSCCs, and TSPPs; (2) compare TSCPs, TSCs, and/or TSPPs specification data or measured performance data to determine deltas; (3) record engineering analysis of the impact of these known deltas on testing/training requirements; and (4) format and generate validation reports in accordance with the DOD Standard Validation Criteria, and the DOD TSPP and Guidelines.

3.7.3 The Contractor shall deliver Navy threat simulation validation reports, as per the validation schedule provided for each individual TO. Updates to the schedule will be provided to the Contractor by the Navy Validation Coordinator. Copies of all reports/deliverables will be provided to the Navy Validation Coordinator.

3.8 Technical Inquiries. The Contractor shall provide research, analysis, and the technical responses to technical inquiries from Government agencies and Contractors supporting these agencies regarding the threat, simulator, simulation, model, target, surrogate or actual threat weapons system and its validation methodology. Technical responses shall be provided in writing to the Navy Validation Coordinator.

3.9 Technical Reviews / IPTs. The Contractor shall attend DOT&E Validation Report Subcommittee Reviews, Integrated Product Team (IPT) meetings, and Validation Working Groups. During attendance the Contractor shall participate in technical discussions and shall be prepared to provide technical recommendations of the procedures involved in producing a validation report. The Contractor shall also be prepared to answer technical questions concerning any of the sections in the validation report, including analyzed parametric specification and performance data and/or characteristics, and the impacts or differences between them. If some of these meetings are hosted in the Ridgecrest/China Lake, CA, area, the Contractor shall provide technical materials and documentation, as necessary. The Contractor shall coordinate meeting arrangements with the Navy Validation Coordinator.

3.10 Progress Reviews. Monthly progress reviews will be conducted at the Contractor's facility. The Navy Validation Coordinator will chair the meetings. The Contractor shall discuss any changes in the validation plans and program. Specific dates and times for the meeting will be coordinated between the Contractor and the Navy Validation Coordinator.

3.11 Progress Reports. The Contractor shall provide a monthly progress report. This report shall include a summary of monthly accomplishments and plans for the systems according to the task order they are reporting under.

4.0 DELIVERABLES. Unclassified reports and monthly progress reports shall be submitted in PC format. Electronic files shall be maintained with backup stored separate from primary system hard drives in lieu of retaining paper copies of all work. Classified correspondence shall be handled via normal classified control channels specified in the Contract Security Classification Specification DD Form 254. In accordance with the Contract Data Requirements List (Exhibit A) and as ordered by individual TO, the Contractor shall prepare and provide the following documentation under this contract:

- 4.1 TSCPs, TSPPs, or TSCCs, and any change recommendations as described in Paragraph 3.3.2.
- 4.2 Validation Report Review Recommendations as described in Paragraph 3.5.
- 4.3 Threat Simulation Validation Report as described in Paragraph 3.7.
- 4.4 Technical Inquiry Responses as described in Paragraph 3.8.
- 4.5 Technical Review and IPT Materials as described in Paragraph 3.9.
- 4.6 Progress Reports as described in Paragraph 3.11.

5.0 SECURITY REQUIREMENTS. The classification for this contract will be up to and including SECRET. Classified material shall be handled in accordance with the National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M, and with the NAWCWD instructions and DOD Security Classification Guidelines.

JOB DESCRIPTIONS

Job Title: Engineer/Analyst

Education: Bachelors degree or equivalent training with at least five years of engineering and analytical expertise in Electronics, Electrical Engineering, Computer Science, mathematics, engineering, or science discipline from an accredited institution.

Experience: Minimum of five years experience required. Strong background in Military T&E / Training Objectives and requirements. Must be familiar with both U.S. and foreign threat systems such as FME Radars, EO, IR, UV, C-3 systems, Jammers, digital models and ECCM features and characteristics. Knowledge of defense and air defense related threat weapons is essential. Background and familiarity with the documentation of both parametric and performance differences for U. S. and foreign forces receiver designs, digital signal processing, power outputs and limitations there of is required. Performance comparison, documentation, analysis and plotting of Projectiles, digital missile fly-outs and associated models is desired. Experience in the successful validation of threat weapons systems in support of T&E or Training is a plus. Familiar with all aspects of the EWIR parameters and parametric "TDD tree's" that make up these threat weapons systems. Possessing both the knowledge, experience and capabilities necessary to break down the integrated aspects and "critical parameters" associated with ECM or ECCM interaction between the threat weapons system and the threat weapons asset its being compared to or validated against, in order that this may be performed to a "subcomponent" level of detail. Knowledge and familiarity with existing DOD, SECNAV, OPNAV, COMOPTEVFOR, NAVAIR and Navy Validation Coordination Office instructions, directives, procedures and guidelines is desired.

Job Title: Classified Document Control Officer (SSO) / Program Administrator

Education: SSO training or equivalent experience / Program Administration Training

Experience: Minimum of 2 years experience required. Must be familiar with and able to handle, track, mail, store, package, transmit, label, and duplicate classified documents at the secret level. Ability to file organize and keep track of these documents and their associated papers according to the NISPOM handling procedures, rules and regulations governing them and their storage.

Must have experience in Administration and be capable of producing monthly, weekly or daily MS Project, MS WORD and MS Power Point presentations which shall include status reporting, cost data, expenditure data and earned value data on each and every system being validated.

CLAUSES INCORPORATED BY FULL TEXT

**5252.211-9509 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL
(NAVAIR)(OCT 2005)**

The Contractor's Technical Proposal, dated [12/6/06], and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification."

C-FREE-TXT CONTRACT DATA REQUIREMENTS LIST

Item CLIN 0005 shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, dated 21 July 2006, Exhibit (A) of this contract.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:

[Insert specific instructions]

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

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

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

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at Destination by a Government Representative.

CLAUSES INCORPORATED BY REFERENCE

52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 31-JAN-2007 TO 31-JAN-2012	N/A	N/A FOB: Destination	
0002	POP 31-JAN-2007 TO 31-JAN-2012	N/A	N/A FOB: Destination	
0003	POP 31-JAN-2007 TO 31-JAN-2012	N/A	N/A FOB: Destination	
0004	POP 31-JAN-2007 TO 31-JAN-2012	N/A	N/A FOB: Destination	
0005	POP 31-JAN-2007 TO 31-JAN-2012	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9507 PERIOD OF PERFORMANCE (MAR 1999)

(a) The contract shall commence on contract award and shall continue for 5 years from the effective date. 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 (NAVAIR) (MAR 1999)

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum is \$25,000; the maximum dollar ceiling is \$3,366,686.00.

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.

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: _____mick.benson@saalex.com_____

G-TXT-06 SECURITY ASSIGNMENT (APR 2002)

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

Defense Security Service (S41PA)
3452 E. Foothill Boulevard, Suite 524
Pasadena, CA 91107-3142
626 449-0941
fax: 626 449-3163

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Contracting Officer has designated Steve Wireman, Code 53A000D, 760-939-0307, Commander, NAVAIRWARCENWPNDIV, 1 Administration Circle, China Lake, CA 93555-6100, as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The duties of the COR include the following:

- a. Work cooperatively with members of the acquisition team;
- b. If a classified contract, identify contract requirements and changes as they occur to the Contracting Officer's Security Representative (COSR);
- c. Review, comment, and report on the contractor's progress and ensure the contractor complies with reporting requirements;
- d. Read and understand reference (d) and your role and responsibilities in the CPARS process to include maintaining documentation that supports the CPARS assessments;
- e. If a labor hour contract (level of effort) or order, review contractor invoices to ensure that proper labor categories are charged, travel and other items appear consistent with performance, and charges are reasonable for the work performed;
- f. Provide an independent government estimate of desired or ordered work;
- g. Track funds expended and remaining funds available so as not to overspend on the contract or order;
- h. Except for requirements originated by you, accept services and/or deliverables when completed, unless otherwise specified in the contract or order, and certify that the government has accepted all deliverables;
 - i. Pay particular attention to the timely review of invoices;
 - j. Obtain refresher training as required by reference (a) or as required by the PCO;
 - k. Promptly notify and provide recommended corrective action to the contracting officer and your superior of any of the following:
 - (1) Any violation of or deviation from the technical requirements of the contract or order;
 - (2) Inefficient or wasteful methods in use by the contractor, including the contractor exceeding the requirements of the order or contract;
 - (3) Any contractor request for changes to the contract;
 - (4) Issues that require clarification or resolution;
 - (5) Inconsistencies between invoiced charges and performance, including the use of improper labor categories;
 - (6) Instances where funds may be insufficient to complete the contract or order;
 - (7) Conditions requiring a replacement for you as COR; and
 - (8) Improper use of government material, equipment, or property.
- l. Ensure the contract does not become a vehicle for personal services as described in reference (c);
- m. Review engineering studies, design, or value engineering proposals submitted by the contractor to determine their feasibility; and
- n. When required, review, comment, and report on the annual and final performance reports of the contractor as to compliance with technical instructions, timeliness, and any problems associated with the contract or order.

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(OCT 2005)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment. The contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

(6) "Consultant services" as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 10 years after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to

be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems or their subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

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

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

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

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

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

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

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

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

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

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

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

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

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

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

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

(3) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After

submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule.

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

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

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

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

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

(i) notify the Ordering Officer within three working days

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

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

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

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

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

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

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

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

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

5252.232-9507 LIMITATION OF FUNDS - TIME AND MATERIAL AND LABOR-HOUR CONTRACTS (NAVAIR) (OCT 2005)

(a) The parties estimate that performance of this contract will not cost the Government more than the ceiling price specified in the Schedule or on the individual Task Order. The contractor agrees to use its best effort to perform the work specified in the Schedule or Task Orders, and all obligations under this contract, within the ceiling price.

(b) The Schedule or individual Task Orders specify the amounts presently available for payment by the Government and allotted to the contract or individual Task Orders, the items covered, and the period of performance it is estimated the allotted amounts will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract or individual Task Orders up to the full ceiling price. The contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract and individual Task Orders approximates, but does not exceed, the total amount actually allotted by the Government to the contract.

(c) The contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under the contract or an individual Task Order in the next sixty (60) days, when added to all costs previously incurred, will exceed seventy-five (75%) percent of the total amount so far allotted to the contract or Task Order by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule or Task Order.

(d) Sixty (60) days before the end of the period specified in the Schedule or individual Task Order, the contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to

continue timely performance under the contract or for any further period specified in the Schedule or Task Order, or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or individual Task Order, or another agreed upon date, upon the contractor's written request the Contracting Officer will terminate the contract or individual Task Order on that date, in accordance with the provisions of the Termination clause of this contract. If the contractor estimates that the funds available will allow it to continued to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate the contract or individual Task Order on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception of this clause -

(1) The Government is not obligated to reimburse the contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The contractor is not obligated to continue performance under this contract or individual Task Orders (including actions under the Termination clause of this contract), or otherwise incur costs in excess of the amount then allotted to the contract or Task Order by the Government, until a modification is executed increasing the amount allotted by the Government to the contract or Task Order.

(g) The ceiling price shall be increased in accordance with the provisions of FAR clause 52.232-7, "Payments Under Time-and-Materials and Labor-Hour Contracts".

(h) No notice, communication, or representation in any form other than specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the government to this contract or an individual Task Order. In the absence of the specified notice, the Government is not obligated to reimburse the contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent the amount allotted by the Government to the contract or an individual Task Order is increased, any costs the contractor incurs before the increase that are in excess of the amount previously allotted by the Government shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule or individual Task Order, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract or an individual Task Order.

5252.242-9517 PROGRESS AND STATUS REPORT, IDIQ CONTRACTS WITH LEVEL OF EFFORT PROVISIONS (NAVAIR) (OCT 2005)

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

(1) Identification Elements

(i) Contract, Invoice and Control Numbers

(ii) Contractor's Name and Address

(iii) Date of Report

(iv) Reporting (invoicing) Period

(2) Delivery Order Description Elements. For each delivery order invoice, the report shall include:

(i) Delivery order number

(ii) Number of hours and labor categories as awarded in delivery order.

(iii) Labor hours expended for the reporting period and cumulatively broken out to identify labor categories and specific individuals utilized and the amount of labor hours expended by each.

(iv) Labor hours, by labor category anticipated to be required for completion of delivery order.

(v) Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals and total number of travelers.

(vi) List of materials and other direct cost items expended in performance of the delivery order during the reporting period.

(vii) The same information as specified in a. through f. above is required for any subcontractor performance on the delivery order.

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

(c) Each period of performance and associated labor hours of the contract shall stand alone. Accordingly, when a new period begins (i.e., 1st option year, 2nd option year) the labor, travel, and material shall be reported for each performance period.

(d) Distribution of the report shall, as a minimum, be one (1) copy to [insert address], and one (1) copy to the Contracting Officer's Representative (COR). Additional requirements may be established in a DD Form 1423, Contract Data Requirements List.

(e) COR will insure this report and copies of the invoice are retained.

5252.243-9504 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:

Mary Jacobs
Code 220000D
NAVAIRWARCENWPNDIV
429 E. Bowen Road – Stop 4015
China Lake, CA 93555-6108

E-mail - Mary.jacobs@navy.mil
Phone - 760-939-6043
Fax - 760-939-8329

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
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	JAN 2005
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
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
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	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-18	Notification Of Competition Limited To Eligible 8 (A) Concerns	JUN 2003
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	JUL 1995
52.230-2	Cost Accounting Standards	APR 1998
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	AUG 2005
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984

52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-2	Subcontracts	AUG 1998
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7009	Section 8(a) Direct Award	MAR 2002
252.219-7010	Alternate A	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
252.227-7013	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
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	SEP 2005
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through 5 years after contract award.

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

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

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of contract dollar ceiling;

(2) Any order for a combination of items in excess of contract dollar ceiling; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 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 the contract period of performance ends.

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

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

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

Employee Class	Monetary Wage-Fringe Benefits
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Security Specialist Officer	
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Technical Editor	
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52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

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

52.252-2 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/ or <http://farsite.hill.af.mil>.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Wage Determination (WD) 1994-2044, Rev 23	9	5/23/06
Attachment 2	DOD Contract Security Classification Specification, DD Form 254	3	7/25/06
Attachment 3	Quality Assurance Surveillance Plan (QASP)	4	6/26/06
Attachment 4	Contractor Performance Evaluation Survey	3	7/21/06
Exhibit A	Contract Data Requirements List (CDRL), DD Form 1423	5	7/21/06

94-2044 CA, BAKERSFIELD

WAGE DETERMINATION NO: 94-2044 REV (23) AREA: CA, BAKERSFIELD

HEALTH AND WELFARE LEVEL - TOTAL BENEFIT **OTHER WELFARE LEVEL WD:94-2043

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2044
Revision No.: 23
Date Of Revision: 05/23/2006

State: California

Area: California County of Kern

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.69
01012 - Accounting Clerk II	13.85
01013 - Accounting Clerk III	15.54
01014 - Accounting Clerk IV	18.50
01030 - Court Reporter	22.67
01050 - Dispatcher, Motor Vehicle	16.05
01060 - Document Preparation Clerk	13.41
01070 - Messenger (Courier)	10.04
01090 - Duplicating Machine Operator	13.41
01110 - Film/Tape Librarian	13.33
01115 - General Clerk I	10.51
01116 - General Clerk II	11.81
01117 - General Clerk III	14.75
01118 - General Clerk IV	16.57
01120 - Housing Referral Assistant	17.07
01131 - Key Entry Operator I	12.39
01132 - Key Entry Operator II	14.48
01191 - Order Clerk I	12.46
01192 - Order Clerk II	12.99
01261 - Personnel Assistant (Employment) I	12.12
01262 - Personnel Assistant (Employment) II	13.61
01263 - Personnel Assistant (Employment) III	16.82
01264 - Personnel Assistant (Employment) IV	17.98
01270 - Production Control Clerk	19.42
01290 - Rental Clerk	12.27
01300 - Scheduler, Maintenance	13.44
01311 - Secretary I	13.44
01312 - Secretary II	15.74
01313 - Secretary III	17.07
01314 - Secretary IV	21.14
01315 - Secretary V	23.48
01320 - Service Order Dispatcher	15.21

01341 - Stenographer I	15.85
01342 - Stenographer II	18.37
01400 - Supply Technician	21.14
01420 - Survey Worker (Interviewer)	15.31
01460 - Switchboard Operator-Receptionist	10.63
01510 - Test Examiner	16.40
01520 - Test Proctor	16.40
01531 - Travel Clerk I	10.84
01532 - Travel Clerk II	11.40
01533 - Travel Clerk III	12.35
01611 - Word Processor I	12.22
01612 - Word Processor II	15.16
01613 - Word Processor III	17.03
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.82
03041 - Computer Operator I	14.82
03042 - Computer Operator II	17.11
03043 - Computer Operator III	20.65
03044 - Computer Operator IV	23.10
03045 - Computer Operator V	25.67
03071 - Computer Programmer I (1)	20.80
03072 - Computer Programmer II (1)	25.28
03073 - Computer Programmer III (1)	28.93
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	21.78
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.82
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.23
05010 - Automotive Glass Installer	15.90
05040 - Automotive Worker	15.90
05070 - Electrician, Automotive	16.55
05100 - Mobile Equipment Servicer	14.36
05130 - Motor Equipment Metal Mechanic	17.23
05160 - Motor Equipment Metal Worker	15.90
05190 - Motor Vehicle Mechanic	17.23
05220 - Motor Vehicle Mechanic Helper	13.30
05250 - Motor Vehicle Upholstery Worker	15.42
05280 - Motor Vehicle Wrecker	15.90
05310 - Painter, Automotive	16.54
05340 - Radiator Repair Specialist	15.90
05370 - Tire Repairer	13.87
05400 - Transmission Repair Specialist	17.23
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.28
07010 - Baker	13.65
07041 - Cook I	11.73
07042 - Cook II	13.00
07070 - Dishwasher	9.15
07130 - Meat Cutter	13.45
07250 - Waiter/Waitress	8.77
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.54
09040 - Furniture Handler	12.87
09070 - Furniture Refinisher	16.54
09100 - Furniture Refinisher Helper	13.30
09110 - Furniture Repairer, Minor	15.21
09130 - Upholsterer	16.54
11030 - General Services and Support Occupations	

11030 - Cleaner, Vehicles	8.38
11060 - Elevator Operator	10.42
11090 - Gardener	12.05
11121 - House Keeping Aid I	7.96
11122 - House Keeping Aid II	9.82
11150 - Janitor	10.48
11210 - Laborer, Grounds Maintenance	11.55
11240 - Maid or Houseman	7.74
11270 - Pest Controller	12.64
11300 - Refuse Collector	14.73
11330 - Tractor Operator	13.70
11360 - Window Cleaner	11.56
12000 - Health Occupations	
12020 - Dental Assistant	13.51
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.96
12071 - Licensed Practical Nurse I	14.55
12072 - Licensed Practical Nurse II	16.35
12073 - Licensed Practical Nurse III	18.29
12100 - Medical Assistant	11.99
12130 - Medical Laboratory Technician	13.85
12160 - Medical Record Clerk	10.89
12190 - Medical Record Technician	13.12
12221 - Nursing Assistant I	8.76
12222 - Nursing Assistant II	9.84
12223 - Nursing Assistant III	10.73
12224 - Nursing Assistant IV	12.07
12250 - Pharmacy Technician	15.07
12280 - Phlebotomist	15.00
12311 - Registered Nurse I	20.49
12312 - Registered Nurse II	25.08
12313 - Registered Nurse II, Specialist	25.08
12314 - Registered Nurse III	30.34
12315 - Registered Nurse III, Anesthetist	30.34
12316 - Registered Nurse IV	36.08
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	21.80
13011 - Exhibits Specialist I	18.32
13012 - Exhibits Specialist II	21.80
13013 - Exhibits Specialist III	26.95
13041 - Illustrator I	17.68
13042 - Illustrator II	21.80
13043 - Illustrator III	26.65
13047 - Librarian	24.15
13050 - Library Technician	14.29
13071 - Photographer I	12.90
13072 - Photographer II	15.38
13073 - Photographer III	18.66
13074 - Photographer IV	22.83
13075 - Photographer V	28.08
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.11
15030 - Counter Attendant	8.11
15040 - Dry Cleaner	9.78
15070 - Finisher, Flatwork, Machine	8.11
15090 - Presser, Hand	8.11
15100 - Presser, Machine, Drycleaning	8.11
15130 - Presser, Machine, Shirts	8.11
15160 - Presser, Machine, Wearing Apparel, Laundry	8.11
15190 - Sewing Machine Operator	10.33
15220 - Tailor	10.88

15250 - Washer, Machine	8.67
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	19.83
19040 - Tool and Die Maker	24.37
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.30
21020 - Material Coordinator	18.59
21030 - Material Expediter	18.59
21040 - Material Handling Laborer	10.54
21050 - Order Filler	12.17
21071 - Forklift Operator	11.77
21080 - Production Line Worker (Food Processing)	12.32
21100 - Shipping/Receiving Clerk	12.52
21130 - Shipping Packer	12.52
21140 - Store Worker I	9.71
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.74
21210 - Tools and Parts Attendant	12.30
21400 - Warehouse Specialist	12.30
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	23.60
23040 - Aircraft Mechanic Helper	18.54
23050 - Aircraft Quality Control Inspector	25.02
23060 - Aircraft Servicer	21.22
23070 - Aircraft Worker	22.16
23100 - Appliance Mechanic	19.14
23120 - Bicycle Repairer	13.87
23125 - Cable Splicer	21.80
23130 - Carpenter, Maintenance	18.10
23140 - Carpet Layer	16.85
23160 - Electrician, Maintenance	20.33
23181 - Electronics Technician, Maintenance I	18.98
23182 - Electronics Technician, Maintenance II	20.99
23183 - Electronics Technician, Maintenance III	22.65
23260 - Fabric Worker	17.59
23290 - Fire Alarm System Mechanic	20.94
23310 - Fire Extinguisher Repairer	16.46
23340 - Fuel Distribution System Mechanic	22.51
23370 - General Maintenance Worker	17.02
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.89
23430 - Heavy Equipment Mechanic	19.67
23440 - Heavy Equipment Operator	22.11
23460 - Instrument Mechanic	21.22
23470 - Laborer	11.28
23500 - Locksmith	17.97
23530 - Machinery Maintenance Mechanic	22.36
23550 - Machinist, Maintenance	18.42
23580 - Maintenance Trades Helper	13.30
23640 - Millwright	20.57
23700 - Office Appliance Repairer	19.84
23740 - Painter, Aircraft	16.54
23760 - Painter, Maintenance	16.54
23790 - Pipefitter, Maintenance	18.11
23800 - Plumber, Maintenance	17.39
23820 - Pneudraulic Systems Mechanic	20.94
23850 - Rigger	22.39
23870 - Scale Mechanic	18.72
23890 - Sheet-Metal Worker, Maintenance	19.46
23910 - Small Engine Mechanic	16.93
23930 - Telecommunication Mechanic I	22.00
23931 - Telecommunication Mechanic II	23.96

23950 - Telephone Lineman	22.00
23960 - Welder, Combination, Maintenance	17.87
23965 - Well Driller	20.94
23970 - Woodcraft Worker	20.94
23980 - Woodworker	15.44
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.21
24580 - Child Care Center Clerk	14.31
24600 - Chore Aid	8.56
24630 - Homemaker	15.31
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	23.97
25040 - Sewage Plant Operator	20.85
25070 - Stationary Engineer	25.88
25190 - Ventilation Equipment Tender	16.93
25210 - Water Treatment Plant Operator	20.85
27000 - Protective Service Occupations	
(not set) - Police Officer	27.66
27004 - Alarm Monitor	13.91
27006 - Corrections Officer	25.44
27010 - Court Security Officer	26.42
27040 - Detention Officer	25.44
27070 - Firefighter	26.42
27101 - Guard I	10.53
27102 - Guard II	11.50
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.28
28020 - Hatch Tender	18.28
28030 - Line Handler	18.28
28040 - Stevedore I	15.49
28050 - Stevedore II	19.37
29000 - Technical Occupations	
21150 - Graphic Artist	16.07
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	14.85
29024 - Archeological Technician II	16.61
29025 - Archeological Technician III	20.56
29030 - Cartographic Technician	27.00
29035 - Computer Based Training (CBT) Specialist/ Instructor	21.78
29040 - Civil Engineering Technician	24.59
29061 - Drafter I	14.51
29062 - Drafter II	17.30
29063 - Drafter III	24.04
29064 - Drafter IV	24.84
29081 - Engineering Technician I	12.46
29082 - Engineering Technician II	14.87
29083 - Engineering Technician III	18.79
29084 - Engineering Technician IV	21.88
29085 - Engineering Technician V	28.14
29086 - Engineering Technician VI	32.37
29090 - Environmental Technician	20.12
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	20.05
29210 - Laboratory Technician	18.87
29240 - Mathematical Technician	24.06
29361 - Paralegal/Legal Assistant I	15.78
29362 - Paralegal/Legal Assistant II	20.06
29363 - Paralegal/Legal Assistant III	24.54

29364 - Paralegal/Legal Assistant IV	29.68
29390 - Photooptics Technician	24.84
29400 - Technical Writer	30.28
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	18.94
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.04
29622 - Weather Observer, Upper Air (3)	16.83
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	13.77
31260 - Parking and Lot Attendant	8.95
31290 - Shuttle Bus Driver	12.32
31300 - Taxi Driver	10.59
31361 - Truckdriver, Light Truck	12.24
31362 - Truckdriver, Medium Truck	16.19
31363 - Truckdriver, Heavy Truck	16.96
31364 - Truckdriver, Tractor-Trailer	16.96
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.15
99030 - Cashier	9.77
99041 - Carnival Equipment Operator	13.24
99042 - Carnival Equipment Repairer	14.27
99043 - Carnival Worker	8.73
99050 - Desk Clerk	8.44
99095 - Embalmer	20.02
99300 - Lifeguard	10.52
99310 - Mortician	19.68
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.52
99500 - Recreation Specialist	12.32
99510 - Recycling Worker	18.65
99610 - Sales Clerk	10.72
99620 - School Crossing Guard (Crosswalk Attendant)	8.77
99630 - Sport Official	10.52
99650 - Survey Party Chief (Chief of Party)	19.32
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.56
99660 - Surveying Aide	12.82
99690 - Swimming Pool Operator	13.99
99720 - Vending Machine Attendant	12.05
99730 - Vending Machine Repairer	15.09
99740 - Vending Machine Repairer Helper	12.98

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.01 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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

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.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION				1. CLEARANCE AND SAEGUARDING		
(The requirements of the DoD National Industrial Security Program Operating Manual apply to all security aspects of this effort.)				a. FACILITY CLEARANCE REQUIRED		
				SECRET		
				b. LEVEL OF SAEGUARDING REQUIRED		
				SECRET		
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (X and complete as applicable)			
a. PRIME CONTRACT NUMBER	X		a. OFFICIAL (Complete date in all cases)	DATE (YYYYMMDD)		
b. SUBCONTRACT NUMBER			d. REVISIONS (Supersedees of previous specs)	Revision Number	DATE (YYYYMMDD)	
c. SOLICITATION OR OTHER NUMBER	DUE DATE (YYYYMMDD)		e. FINAL (Complete item 3 in all cases)		DATE (YYYYMMDD)	
X	N68936-06-R-0097					
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If YES, complete the following:						
Classified material received or generated under _____ (preceding contract number) is transferred to this follow-on contract.						
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If YES, complete the following:						
In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.						
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)						
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)			
FOR BIDDING PURPOSE ONLY NOT VALID FOR ACTUAL CONTRACT		N/A	N/A			
7. SUBCONTRACTOR						
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)			
N/A		N/A	N/A			
8. ACTUAL PERFORMANCE						
a. LOCATION		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)			
N/A		N/A	N/A			
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT						
Validation of Navy Electronic Warfare and related threat simulators, simulations, models, and actual threat weapons systems in support of the Navy Threat/Simulation Validation Program						
COR/TPOC: Stephen Wireman, 53A000D, (760) 939-0307						
10. THIS CONTRACT WILL REQUIRE ACCESS TO:						
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES	NO
X			a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY			X
b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY			X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X		
d. FORMERLY RESTRICTED DATA		X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE			X
e. INTELLIGENCE INFORMATION: <i>SPS</i>			e. PERFORM SERVICES ONLY			X
(1) SENSITIVE COMPARTMENT INFORMATION (SDI)		X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES			X
(2) NON-SCI <i>SPS</i>	X		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER			X
l. SPECIAL ACCESS INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT			X
g. NATO INFORMATION	X		i. HAVE TEMPEST REQUIREMENTS			X
h. FOREIGN GOVERNMENT INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS			X
i. LIMITED DISSEMINATION INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	X		
j. FOR OFFICIAL USE ONLY INFORMATION	X		l. OTHER (Specify):			X
k. OTHER (Specify)		X				

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to 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 93555-6100

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

For all work performed aboard Naval Air Warfare Center sites, the applicable Information Security regulations will be SECNAVINST 5510.36, 5510-30A and local command security instructions.

10a: Secure Telephone Equipment only COMSEC account required. Written Approval of the Contracting Officer is required prior to subcontracting.

10e: Contractor requires access to intelligence data, including the SIPRNET (at government activity), as certified by the COR via the NAVAIR STILO. The contractor shall not intentionally access, download, or further disseminate intelligence data without the guidance and permission of the NAVAIR STILO. Contractor shall comply with Naval Air Warfare Center Aircraft Division Scientific and Technical Intelligence Liaison Officer memo of 01 JUN 90 (attached). Written approval of the User Agency Contracting Officer is required prior to subcontracting. A final U.S. Government clearance, at the appropriate level, is required prior to access to intelligence information

Reviewed by: *Shawn K. Smith* 25 Jul '06
Scientific and Technical Intelligence Liaison Office

10g: There is no valid requirement for NATO access; however, inadvertent access may occur because NATO information is available on the SIPRNET. 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 & 4, attached.

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

PLEASE SEE SUPPLEMENTAL ATTACHMENT FOR ADDITIONAL SECURITY REQUIREMENTS

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

<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
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SEE BLOCK 13

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.)

<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
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16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL: MARK A. DAVIS
b. TITLE: CONTRACTING OFFICER'S SECURITY REPRESENTATIVE (COSR)
c. TELEPHONE (include Area Code): (301) 342-8045

d. ADDRESS (include Zip Code):
COMMANDER
ATTN: 7.A.1, B483, R124, 22514 MCCOY ROAD, UNIT 10
NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION
PATUXENT RIVER, MD 20670-1457

e. SIGNATURE: *Mark A. Davis* 7/26/06

17. REQUIRED DISTRIBUTION	
<input checked="" type="checkbox"/>	a. CONTRACTOR
<input type="checkbox"/>	b. SUBCONTRACTOR
<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
<input type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER
<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY

COR, COSR

SUPPLEMENTAL ATTACHMENT FOR DD254 N68936-06-R-0097

The contractor shall comply with the requirements of the Information Systems Security Programs as described in OPNAVINST 5239.1B series and local command information systems security instructions. All systems, regardless of the level of data processed, will be accredited in accordance with the above instructions.

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).

11): The contractor shall develop, implement and maintain a facility level OPSEC program to protect classified and controlled 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 6.0 (or later) on Compact Disc and hard copy to: Commander, Attn; 7.4.3, B483 Unit 10, 22514 McCoy Road, Patuxent River, MD 20670-1457. Final plan is 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.

**QUALITY ASSURANCE SURVEILLANCE PLAN
FOR
NAVY VALIDATION ENGINEERING AND TECHNICAL SUPPORT CONTRACT**

**STEVE WIREMAN, THREAT TARGETS SYSTEMS DEPT. CODE 53A000D
6/26/06**

**QUALITY ASSURANCE SURVEILLANCE PLAN
FOR THE
NAVY VALIDATION ENGINEERING AND TECHNICAL SUPPORT CONTRACT
INTRODUCTION**

This Quality Assurance Surveillance Plan (QASP) has been developed to evaluate contractor actions while implementing this SOW. It is designed to provide an effective surveillance method of monitoring contractor performance for each listed objective within the S.O.W. of the Navy Validation Technical Support Contract.

The QASP provides a systematic method to evaluate the engineering and technical support as well as the end validation report product the contractor is required to furnish.

This QASP is based on the premise the government desires to monitor, document and maintain quality throughout the period of performance on the Navy Validation Support Contract.

The contractor, and not the government, is responsible for management and quality control actions to meet the terms of the contract. The role of the government is quality assurance to ensure contract standards are achieved.

In this contract the quality control program is the driver for product quality. The contractor is required to develop a comprehensive program of inspections and monitoring actions to ensure a top quality Navy Validation Report is achieved and approved by the Director of Operational Test and Evaluation (DOT&E). The first major step to ensuring a "self-correcting" contract is to ensure that the quality control program approved at the beginning of the contract provides the measures needed to lead the contractor to success.

Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a robust quality assurance program.

**QUALITY ASSURANCE SURVEILLANCE PLAN
FOR THE
NAVY VALIDATION ENGINEERING AND TECHNICAL SUPPORT CONTRACT**

Performance Objective	SOW Para	Performance Threshold
Collect and Analyze Threat / Simulation Data and Provide Intelligence Data Research Prevent unauthorized disclosure of classified information and properly safeguard documented findings.	3.1, 3.2 and 3.4	Obtain a zero tolerance threshold on security violations. Not one violation is tolerable. Remedy: withhold 15% of billable cost .
Develop Critical Performance Parameters (TSCP's, TSPP's & TSCC's) and Compose Individual Sections of the Navy Validation Report, Respond to Reviewers Comments and Revise the Validation Report until Receiving Final DOT&E Report Approval. Performance of these objectives must be in compliance with the Navy Standard Validation Report Format and Navy Standard Validation Criteria.	3.3.1 and 3.7.2	Attempt to keep Reviewers comments to a minimum. DOT&E Approval is the final measure of success. Remedy: withhold 5% of billable cost.

SURVEILLANCE: The government quality assurance (QA) person - AKA the Contracting Officer Representative (COR) will receive complaints from the Technical Monitor (TM), Sponsor or a DOT&E's Test and Evaluation Threat Resource Activity (TETRA) representative and pass them on to the contractor's quality control inspector (QCI) in this case being the Contractors Program Manager for correction.

STANDARD: Customer complaints shall not exceed the thresholds cited above for each performance objective. The QA / COR or TM shall notify the contracting officer for appropriate action in accordance with the appropriate Inspection of Engineering and Technical Support Services clause, if any of the above performance objectives exceed the customer complaint thresholds.

PROCEDURES: If the Sponsor, DOT&E Representative or the Technical Monitor observes unacceptable services, either incomplete or not performed, for any of the above performance objectives, they should immediately contact the QA / COR and the QA / COR will complete appropriate documentation to record the complaint. The QA will consider the customer complaint valid upon receipt from the customer. The QA should inform the customer of the approximate time the unacceptable performance will be corrected and advise the customer to contact the QA if not corrected. The QA will consider customer complaints as resolved unless notified otherwise by the customer. The QA shall verbally notify the Contractor's Quality Control Inspector (QCI) / Program Manager to pick up the written customer complaint. The QCI will be given two hours after verbal notification to correct the unacceptable performance. If the QCI disagrees with the complaint after investigation of the complaint and challenges the validity of the complaint, the QCI will notify the QA. The QA will conduct an investigation to determine the validity of the complaint. If the QA determines the complaint as invalid, he/she will document the written complaint of the findings and notify the customer. The QA will retain the annotated copy of the written complaint for his/her files. If after investigation the QA determines the complaint as valid, the QA will inform the QCI and the QCI will be given additional time to correct the customer complaint. A customer complaint will not be recorded if proper and timely correction of the unacceptable condition(s) is accomplished. The QCI shall return the written customer complaint document, properly completed with actions taken, to the QA, who will file the complaint for monitoring future recurring performance. Recurring customer complaints are not permitted for any of the above items. If a repeat customer complaint is received indicating the same deficiency during the performance of a system validation, then the QA should contact the Contracting Officer for appropriate action.

Performance Objective	SOW Para	Performance Threshold
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Validation Report Review. Review and provide Technical and Editorial Comments on other Navy Lab or Facility Validation Reports	3.5	Ability to provide the comments with the highest degree of technical professionalism and understanding of the weapons systems being reviewed and commented on within a timely fashion as required by the Sponsor's schedule. Remedy: Withhold 10% billable cost.
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SURVEILLANCE: The QA will evaluate the Technical Support and Validation Report to ensure compliance with the 19 step Validation Process, the Validation Report Format and the Standard Validation Criteria Set forth by DOT&E and specified in the Contract Task Order S.O.W

STANDARD: The contractor shall satisfactorily perform all work required by the task order using the above mentioned criteria as guidance for quality.

PROCEDURES: The QA will inspect all tasks required by the Task Order SOW to ensure contractor compliance with each task. Defective inspection results will be recorded noting the date and time of inspection and the defect. If inspection indicates defects in performance, a notification will be sent to the contract manager to document the defect. Contractor must correct the defect(s) within two hours after notification unless the QA permits a longer period based on the circumstances. The QA shall not certify satisfactory performance for the Task Order until all defects have been corrected. If the contractor fails to correct the deficiencies, the QA shall notify the contracting officer for corrective action.

CONTRACTOR PERFORMANCE EVALUATION SURVEY

CONTRACTOR NAME: _____

CONTRACT NUMBER: _____

DELIVERY ORDER NUMBER: _____

CONTRACTING OFFICERS REPRESENTATIVE (COR) / POINT OF CONTACT: _____

Name (print)	Title	Phone
--------------	-------	-------

Please read the statements below, indicating your relative level of agreement in the box provided:

NOTE: For statements indicating “Strongly Disagree” or Strongly Agree,” please provide a brief explanation of the attached page.

(a) QUALITY OF PRODUCT OR SERVICE	STRONGLY DISAGREE	DISAGREE	SOMEWHAT AGREE	AGREE	STRONGLY AGREE
(1) The Contractor provided a product or service that conformed to contract requirements, specifications, standards of good workmanship, and technical excellence.					
(2) The Contractor submitted accurate reports.					
(3) The Contractor utilized personnel who were appropriate to the effort performed.					

(b) COST CONTROL	STRONGLY DISAGREE	DISAGREE	SOMEWHAT AGREE	AGREE	STRONGLY AGREE
(1) The Contractor performed the effort within the estimated cost/price.					
(2) The Contractor submitted accurate invoices on a timely basis.					
(3) The Contractor demonstrated cost efficiencies in performing the required effort.					
(4) The actual costs/rates realized closely reflected the negotiated costs/rates.					
(5) The Contractor demonstrated adequate internal controls.					

(c) TIMELINESS OF PERFORMANCE	STRONGLY DISAGREE	DISAGREE	SOMEWHAT AGREE	AGREE	STRONGLY AGREE
(1) The tasks required under this effort, including wrap-up and contract administration, were performed in a timely manner, met interim milestones, and were in accordance with the period of performance of the contract.					
(2) The Contractor was responsive to technical and/or contractual direction.					

(d) BUSINESS RELATIONSHIPS	STRONGLY DISAGREE	DISAGREE	SOMEWHAT AGREE	AGREE	STRONGLY AGREE
(1) The Contractor demonstrated effective management over the effort performed.					
(2) The Contractor maintained an open line of communication so that the COR and/or Technical Point of Contact were apprised of technical, cost, and schedule issues.					
(3) The Contractor presented information and correspondence in a clear, concise, and businesslike manner.					
(4) The Contractor promptly notified the COR, Technical Point of Contact, and/or Contracting Officer in a timely manner regarding urgent issues.					
(5) The Contractor cooperated with the Government in providing flexible, proactive, and effective recommended solutions to critical program issues.					
(6) The Contractor made timely award to, and demonstrated effective management of its subcontractors.					

(e) CUSTOMER SATISFACTION	STRONGLY DISAGREE	DISAGREE	SOMEWHAT AGREE	AGREE	STRONGLY AGREE
(1) The products/services provided adequately met the needs of the program.					
(2) As an end user of the services provided, I am satisfied with the performance of the Contractor under this effort.					

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

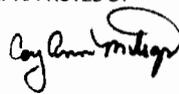
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments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

A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER: MISC					
D. SYSTEM/ITEM Navy Electronic Warfare		E. CONTRACT/PR NO.	F. CONTRACTOR					
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM TECHNICAL REPORT – STUDY/SERVICES		3. SUBTITLE Technical Inquiry Responses					
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE SOW Para 3.8, 4.1		6. REQUIRING OFFICE NAVAIRWD CODE 53A000D				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION				
8. APP CODE N/A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE					
<p>Block 16 Remarks</p> <p>Block 4: May be in contractor format as long as DID is used for guidance.</p> <p>Block 9: Distribution Statement shall be provided by the Government prior to 1st submittal.</p> <p>Blocks 12 & 13: Shall be delivered as defined in individual work requests.</p> <p>Block 14: Shall be delivered in an electronic format as agreed by both Government and Contractor prior to 1st submittal.</p>				b. COPIES				
				Draft		Final		
				Reg		Repro		
				Code 53A000D		0	1	0
				Code 254000D			LTR	ONLY
15. TOTAL				0	1	0		
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100		H. DATE 060717	I. APPROVED BY DRRB Chairperson		J. DATE 060721			

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO.				B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: ADMN				
D. SYSTEM/ITEM Navy Electronic Warfare				E. CONTRACT/PR NO.		F. CONTRACTOR				
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM PRESENTATION MATERIAL				3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81373				5. CONTRACT REFERENCE SOW Para 3.9, 4.1		6. REQUIRING OFFICE NAVAIRWD CODE 53A000D				
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED SEE BLK 16		10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		a. ADDRESSEE		b. COPIES		
								Draft		Final
<p>Block 16 Remarks</p> <p>Block 4: May be in contractor format as long as DID is used for guidance.</p> <p>Block 9: Distribution Statement shall be provided by the Government prior to 1st submittal.</p> <p>Blocks 12 & 13: Shall be delivered at each review/meeting.</p> <p>Block 14: Hard Copy shall be provided to all attendees and a copy in an electronic format as agreed by both Government and Contractor prior to 1st submittal shall be provided at end of each meeting.</p>						Code 53A000D		0	1	0
						Code 254000D			LTR	ONLY
						15. TOTAL				
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100				H. DATE 060717		I. APPROVED BY  DRRB Chairperson		J. DATE 060721		

