

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 60		
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-08-C-0040		3. EFFECTIVE DATE 01 Apr 2008		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 1300102872			
5. ISSUED BY CDR NAWCWD CODE 220000D ATTN: A. WALL (760) 939-8268 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108		CODE N68936	6. ADMINISTERED BY (If other than Item 5) See Item 5				
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) J. AGUINALDO GROUP, INC JOSE AGUINALDO 46940 SHANGIR LA DR STE 9 LEXINGTON PARK MD 20653-1040			8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)				
			9. DISCOUNT FOR PROMPT PAYMENT				
			10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G		
CODE 1NFK1		FACILITY CODE					
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY NAVY ERP NAVY ERP ENTERPRISE RES PROGRAM OFC SUITE 2100, 21ST FLOOR 1700 N MOORE STREET ARLINGTON VA 22209-5000				
		CODE N50120					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT					\$246,158.13		
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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 N68936-08-R-0017 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 THEODORE W FISKE / PROCUREMENT CONTRACTING OFFICE TEL: (760) 939-8182 EMAIL: theodore.fiske@navy.mil				
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA 		20C. DATE SIGNED 31-Mar-2008		
BY _____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)				

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

FOR YOUR INFORMATION:

The following addresses and points of contact are provided:

Name: Andrew Wall

Phone: (760) 939- 8268

FAX: (760) 939- 8329

Email address: andrew.m.wall@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER

CODE 254200D (A. Wall – 760-939-8268)

NAVAIRWARCENWPNDIV

429 E. BOWEN RD. MAIL STOP 4015

CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER

CODE 254200D (A. Wall)

NAVAIRWARCENWPNDIV

BLDG 982, MAIL STOP 4015

CHINA LAKE, CA 93555-6108

ATTENTION-IMPORTANT MODIFICATION NUMBERING INFORMATION:

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

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Basic Year CPFF Video Teleconferencing Center (VTC). - China Lake, CA. The contractor shall operate and maintain the VTC at China Lake, CA in accordance with the Video Teleconferencing Center Performance Work Statement. FOB: Destination		Job		
				ESTIMATED COST	(b)4
				FIXED FEE	(b)4
				TOTAL EST COST + FEE	<hr/> \$116,374.75

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	For Accounting Purposes Only CPFF FOB: Destination PURCHASE REQUEST NUMBER: 1300102872				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	<hr/> \$0.00
	ACRN AA CIN: 130010287200001				\$45,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Basic Year CPFF Video Teleconferencing Center (VTC). - Point Mugu, CA. The contractor shall operate and maintain the VTC at Pt. Mugu, CA in accordance with the Video Teleconferencing Center Performance Work Statement. FOB: Destination		Job		
				ESTIMATED COST	(b)4
				FIXED FEE	(b)4
				TOTAL EST COST + FEE	<u>\$116,081.71</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	For Navy Purposes Only CPFF FOB: Destination PURCHASE REQUEST NUMBER: 1300102872				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	<u>\$0.00</u>
	ACRN AA CIN: 130010287200002				\$45,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>Basic Year</p> <p>CPFF</p> <p>VTC after hours support - China Lake and Pt. Mugu, CA</p> <p>The contractor shall operate VTC outside normal hours of operation in accordance with the Video Teleconferencing Center Performance Work Statement. All after hours shall be approved in advanced in writing by the COR as defined in the Performance Work Statement. Contractor to submit copy of approval with invoice.</p> <p>FOB: Destination</p>		Job		
				ESTIMATED COST	(b)4
				FIXED FEE	(b)4
				TOTAL EST COST + FEE	<u>\$3,498.03</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301	<p>For Navy Accounting Purposes Only</p> <p>CPFF</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: 1300102872</p>				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	<u>\$0.00</u>
	<p>ACRN AA</p> <p>CIN: 130010287200003</p>				\$3,149.46

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Basic Year CPFF VTC Travel, Training, and Materials, China Lake, CA and Pt. Magu, CA. Expenses incurred by the contractor due to travel, training, and material costs in order to perform in accordance with the Video Teleconferencing Center Performance Work Statement. All travel, traing and materials shall be approved in advanced in writing by the COR as defined in the Performance Work Statement. Contractor to submit copy of approval with invoice. FOB: Destination		Job		
				ESTIMATED COST	(b)4
				FIXED FEE	(b)4
				TOTAL EST COST + FEE	<u>\$10,203.64</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000401	For Navy Accounting Purposes Only CPFF FOB: Destination PURCHASE REQUEST NUMBER: 1300102872				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	<u>\$0.00</u>
	ACRN AA CIN: 130010287200004				\$5,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Basic Year CPFF DATA - The contractor shall provide DATA in accordance with all attachments listed in section J of this request for Proposal for CLINS 0001-0004 above. FOB: Destination		Job		NSP
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	<u>\$0.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	Option Year 1 CPFF Video Teleconferencing Center (VTC). - China Lake, CA. The contractor shall operate and maintain the VTC at China Lake, CA in accordance with the Video Teleconferencing Center Performance Work Statement. FOB: Destination		Job		
				ESTIMATED COST	(b)4
				FIXED FEE	(b)4
				TOTAL EST COST + FEE	<u>\$111,740.41</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Option Year 1 CPFF Video Teleconferencing Center (VTC). - Point Mugu, CA. The contractor shall operate and maintain the VTC at Pt. Mugu, CA in accordance with the Video Teleconferencing Center Performance Work Statement. FOB: Destination		Job		
				ESTIMATED COST	(b)4
				FIXED FEE	(b)4
				TOTAL EST COST + FEE	\$121,305.39

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	Option Year 1 CPFF VTC after hours support - China Lake and Pt. Mugu, CA The contractor shall operate VTC outside normal hours of operation in accordance with the Video Teleconferencing Center Performance Work Statement. All after hours shall be approved in advanced in writing by the COR as defined in the Performance Work Statement. Contractor to submit copy of approval with invoice. FOB: Destination		Job		
				ESTIMATED COST	(b)4
				FIXED FEE	(b)4
				TOTAL EST COST + FEE	\$3,655.44

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	Option Year 1 CPFF VTC Travel, Training, and Materials, China Lake, CA and Pt. Magu, CA. Expenses incurred by the contractor due to travel, training, and material costs in order to perform in accordance with the Video Teleconferencing Center Performance Work Statement. All travel, training and materials shall be approved in advanced in writing by the COR as defined in the Performance Work Statement. Contractor to submit copy of approval with invoice. FOB: Destination		Job		
				ESTIMATED COST	(b)4
				FIXED FEE	(b)4
				TOTAL EST COST + FEE	<u>\$10,203.64</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	Option Year 1 CPFF DATA - The contractor shall provide DATA in accordance with all attachments listed in section J of this Request for Proposal for CLINS 0006-0009 above. FOB: Destination		Job		NSP
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	<u>\$0.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Option Year 2		Job		
OPTION	CPFF				
	Video Teleconferencing Center (VTC). - China Lake, CA.				
	The contractor shall operate and maintain the VTC at China Lake, CA in accordance with the Video Teleconferencing Center Performance Work Statement.				
	FOB: Destination				
				ESTIMATED COST	(b)4
				FIXED FEE	(b)4
				TOTAL EST COST + FEE	<hr/> \$116,768.73

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Option Year 2		Job		
OPTION	CPFF				
	Video Teleconferencing Center (VTC). - Point Mugu, CA.				
	The contractor shall operate and maintain the VTC at Pt. Mugu, CA in accordance with the Video Teleconferencing Center Performance Work Statement.				
	FOB: Destination				
				ESTIMATED COST	(b)4
				FIXED FEE	(b)4
				TOTAL EST COST + FEE	<hr/> \$126,764.13

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013 OPTION	Option Year 2 CPFF VTC after hours support - China Lake and Pt. Mugu, CA The contractor shall operate VTC outside normal hours of operation in accordance with the Video Teleconferencing Center Performance Work Statement. All after hours shall be approved in advanced in writing by the COR as defined in the Performance Work Statement. Contractor to submit copy of approval with invoice. FOB: Destination		Job		
				ESTIMATED COST	(b)4
				FIXED FEE	(b)4
				TOTAL EST COST + FEE	\$3,819.93

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014 OPTION	Option Year 2 CPFF VTC Travel, Training, and Materials, China Lake, CA and Pt. Magu, CA. Expenses incurred by the contractor due to travel, training, and material costs in order to perform in accordance with the Video Teleconferencing Center Performance Work Statement. All travel, training and materials shall be approved in advanced in writing by the COR as defined in the Performance Work Statement. Contractor to submit copy of approval with invoice. FOB: Destination		Job		
				ESTIMATED COST	(b)4
				FIXED FEE	(b)4
				TOTAL EST COST + FEE	\$10,203.64

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015 OPTION	Option Year 2 CPFF DATA - The contractor shall provide DATA in accordance with all attachments listed in section J of this request for Proposal for CLINS 0011-0014 above. FOB: Destination		Job		NSP
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	<u>\$0.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016 OPTION	Option Year 3 CPFF Video Teleconferencing Center (VTC). - China Lake, CA. The contractor shall operate and maintain the VTC at China Lake, CA in accordance with the Video Teleconferencing Center Performance Work Statement. FOB: Destination		Job		
				ESTIMATED COST	(b)4
				FIXED FEE	(b)4
				TOTAL EST COST + FEE	<u>\$122,023.32</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017 OPTION	Option Year 3 CPFF Video Teleconferencing Center (VTC). - Point Mugu, CA. The contractor shall operate and maintain the VTC at Pt. Mugu, CA in accordance with the Video Teleconferencing Center Performance Work Statement. FOB: Destination		Job		
				ESTIMATED COST	(b)4
				FIXED FEE	(b)4
				TOTAL EST COST + FEE	\$132,468.52

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018 OPTION	Option Year 3 CPFF VTC after hours support - China Lake and Pt. Mugu, CA The contractor shall operate VTC outside normal hours of operation in accordance with the Video Teleconferencing Center Performance Work Statement. All after hours shall be approved in advanced in writing by the COR as defined in the Performance Work Statement. Contractor to submit copy of approval with invoice. FOB: Destination		Job		
				ESTIMATED COST	(b)4
				FIXED FEE	(b)4
				TOTAL EST COST + FEE	\$3,991.83

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019 OPTION	Option Year 3 CPFF VTC Travel, Training, and Materials, China Lake, CA and Pt. Magu, CA. Expenses incurred by the contractor due to travel, training, and material costs in order to perform in accordance with the Video Teleconferencing Center Performance Work Statement. All travel, training and materials shall be approved in advanced in writing by the COR as defined in the Performance Work Statement. Contractor to submit copy of approval with invoice. FOB: Destination		Job		
				ESTIMATED COST	(b)4
				FIXED FEE	(b)4
				TOTAL EST COST + FEE	\$10,203.64

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020 OPTION	Option Year 3 CPFF DATA - The contractor shall provide DATA in accordance with all attachments listed in section J of this Request for Proposal for CLINS 0016-0019 above. FOB: Destination		Job		NSP
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021 OPTION	Option Year 4 CPFF Video Teleconferencing Center (VTC). - China Lake, CA. The contractor shall operate and maintain the VTC at China Lake, CA in accordance with the Video Teleconferencing Center Performance Work Statement. FOB: Destination		Job		
				ESTIMATED COST	(b)4
				FIXED FEE	(b)4
				TOTAL EST COST + FEE	\$127,514.37

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022 OPTION	Option Year 4 CPFF Video Teleconferencing Center (VTC). - Point Mugu, CA. The contractor shall operate and maintain the VTC at Pt. Mugu, CA in accordance with the Video Teleconferencing Center Performance Work Statement. FOB: Destination		Job		
				ESTIMATED COST	(b)4
				FIXED FEE	(b)4
				TOTAL EST COST + FEE	\$138,429.60

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023 OPTION	Option Year 4 CPFF VTC after hours support - China Lake and Pt. Mugu, CA The contractor shall operate VTC outside normal hours of operation in accordance with the Video Teleconferencing Center Performance Work Statement. All after hours shall be approved in advanced in writing by the COR as defined in the Performance Work Statement. Contractor to submit copy of approval with invoice. FOB: Destination		Job		
				ESTIMATED COST	(b)4
				FIXED FEE	(b)4
				TOTAL EST COST + FEE	\$4,171.46

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024 OPTION	Option Year 4 CPFF VTC Travel, Training, and Materials, China Lake, CA and Pt. Magu, CA. Expenses incurred by the contractor due to travel, training, and material costs in order to perform in accordance with the Video Teleconferencing Center Performance Work Statement. All travel, training and materials shall be approved in advanced in writing by the COR as defined in the Performance Work Statement. Contractor to submit copy of approval with invoice. FOB: Destination		Job		
				ESTIMATED COST	(b)4
				FIXED FEE	(b)4
				TOTAL EST COST + FEE	\$10,203.64

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	Option Year 4		Job		NSP
OPTION	CPFF				
	DATA - The contractor shall provide DATA in accordance with all attachments listed in section J of this request for Proposal for CLINS 0021-0024 above.				
	FOB: Destination				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	<hr/> \$0.00

Section C - Descriptions and Specifications

STATEMENT OF WORKVideo Teleconferencing Center
PERFORMANCE WORK STATEMENT

1.0 SCOPE

The Customer Services & Operations Division provides video teleconferencing and related communications capabilities to Naval Air Warfare Center Weapons Division (NAWCWD) China Lake and Point Mugu, as well as the Naval Air Weapons Station (NAWS) China Lake, Naval Air Station (NAS) Point Mugu, and tenant activities at each site.

It is anticipated that new Video Teleconferencing Center (VTC) equipment/systems may be installed, upgraded or the network environment expanded during the period of performance. Also, as new technologies emerge, the boundaries between conferencing, computing, and network communications are expected to become more overlapping. Consequently, the Contractor may be expected to participate in no-cost Government-provided training and to ensure that the installation of future upgrades and their implementation are completed in an efficient and effective manner. Development of revised or additional operating procedures may also be required as a result of the installation or upgrade.

2.0 APPLICABLE DOCUMENTS

2.1 NAWCWD Instruction 2281.1C entitled Handling, Accountability, and Control of Communications Security Material, dated 3 April 2000

2.2 Electronic Key Management System (EKMS) 1 Phase 4 Communication Material Security (CMS) Policy and Procedures for Navy Electronic Key Management System Tier 2 and 3

2.3 Defense Information Systems Network Video Services Training Policy, dated 5 April 2005

2.4 Operating Procedures for Video Teleconferencing Centers, dated March 2008

3.0 REQUIREMENTS

The Contractor shall operate the VTCs at China Lake located in CHINA 1 and CHINA 2, and at Point Mugu located in MUGU 1 and MUGU 2, and shall support Low Bit Rate Video (LBRV) and communications systems and their related communications and computing equipment and interrelated computing equipment in accordance with the provisions of the documents in Section 2.0. To the extent possible, the Contractor shall complete teleconferences despite crisis situations such as equipment failures, scheduling mix-ups, or other adverse conditions. The Contractor shall also be the central booking agent for scheduling the Michelson Lab conference rooms at China Lake in Building 00005 in accordance with this Performance Work Statement.

3.1 Hours of Operation

3.1.1 Normal hours of operation for the VTCs are 0700 to 1700 (PST) Monday through Thursday, except Government holidays. Normal hours for non-flex Fridays are 0700 – 1600 (PST). During these hours, the Contractor shall continuously man the VTCs without using overtime. Occasionally, the VTCs will have to be ready for operation as early as 0430 to accommodate the time difference between East and West coasts. With a minimum of 24 hours notice, the Contractor shall operate the VTCs during these times without the use of overtime when the VTC schedule permits. Staggered work schedules may be necessary to meet this requirement.

3.1.2 When before hours, after hours, or weekend teleconferences are required, the Contractor shall, on an overtime basis, operate the VTCs and provide any or all of the services required under this contract. Ordinarily, the COR will request before hours, after hours, or weekend operations at least 24 hours in advance. Before actually commencing each instance of overtime, however, the Contractor shall obtain a verbal or written approval by the COR. If verbal approval is issued by the COR, the COR will confirm the verbal approval in writing within two (2) working days.

3.2 Tracking for Before Hours, After Hours and Weekend Operations

The Contractor shall devise a method for tracking labor costs and other data pertaining to before hours, afterhours, and weekend operations, with the data segregated by individual customer requests. At a minimum, the Contractor's tracking mechanism shall include the data needed to develop the Customer Billing Report (CDRL A001) described in Section 3.6.3.

3.3 Contractor Work Force Skills

3.3.1 The Contractor's VTC work force shall possess strong interpersonal and telephone skills, as they are required to interface with all organizational levels of Naval Air Warfare Center Weapons Division (NAWCWD) China Lake and Point Mugu, as well as the Naval Air Weapons Station (NAWS) China Lake, Naval Air Station (NAS) Point Mugu, and tenant activities at each site on a daily basis.

3.3.2 The provisions of the Electronic Key Management System (EKMS) 1 Phase 4 Communication Material Security (CMS) Policy and Procedures for Navy Electronic Key Management System Tier 2 and 3 (Section 2.2) mandate that current cryptographic access authorization is required to operate the cryptographic equipment, and obtain and store the keying material required for secure teleconferences. Therefore, the Contractor shall assign only those personnel who are capable of qualifying for and retaining the required access authorization.

3.3.3 The Contractor shall maintain a VTC work force that is cross-trained in all aspects of operations such that:

- a. Multiple personnel have a working knowledge of each of the VTC systems and equipment.
- b. The level of customer service is not diminished by the absence of any member of the VTC work force.

3.4 Transition to New VTC Equipment/Systems

As the new VTC equipment/systems are installed or upgraded, the Contractor shall ensure, to the extent possible, that the transition is accomplished in a manner that minimizes disruptions to the customer services normally provided by the VTCs. Transition activities may include participation in planning and technical meetings or discussions that, in addition to the Contractor's VTC work force, may include both Government personnel and other contractors. Participate, as used herein, means to actively contribute to discussions by providing data and recommendations regarding VTC operational considerations of the equipment/systems. Efforts on the part of the Contractor may also include involvement in test and evaluation of the installed or upgraded equipment/systems, and participation in Government-provided training. Test scenarios or valuations may, for example, include using the new equipment/systems to perform typical VTC tasks.

3.5 Facility Operations. The Contractor shall be responsible for daily operation of the VTCs and scheduling of the Michelson Lab conference rooms at China Lake, including but not limited to:

Scheduling teleconferences and audio conferences (meet-me conferences)

Performing teleconference preparations

Operating VTC equipment during teleconferences, when requested

Instructing customers in VTC equipment use and advising them on scheduling procedures

Checking out and storing cryptographic keying material.

Maintaining all required cryptographic documentation

Scheduling, opening, and closing the Michelson Lab conference rooms.

Provide assistance with the use of equipment in the Michelson Lab conference rooms.

3.5.1 The Contractor shall:

a. Open and close the VTC facilities each business day and as required by teleconferences scheduled for times outside normal business hours.

Initialize VTC network operations and determine the appropriate configuration, based on the VTC schedule(s) at the beginning of each workday, including weekend days and flex Fridays during which teleconferences are scheduled.

Identify any technical problems during system initialization and operation and initiate corrective action

Notify the COR, and all affected local users as soon thereafter as possible when technical problems result in a VTC not being able to meet the established schedule

Schedule, open and close the following Michelson Lab conference rooms at China Lake:

Building 00005, Room 1000A (Capacity: 25 people)

Building 00005, Room 1000B/C (Capacity: 43 people)

Building 00005, Room 1000D (Capacity: 168 (no beverages or food)

Building 00005, Management Center (Capacity: 60 people)

3.5.2 VTC Conference Room Scheduling. The purpose of the VTCs is to provide Government employees of NAWCWD China Lake and Point Mugu, NAWS China Lake, NAS Point Mugu, and tenant activities at each site with access to their customers, off-site support contractors, and other Government sites via video teleconferencing. Scheduling teleconferences necessitates matching customer requirements to the availability of people, places, and the services involved. The Contractor shall:

Ensure that the VTC scheduling offices at China Lake (Building 00005, Room 1000J) and at Point Mugu (Building 36, Room 1117) are manned at all times during normal operational hours, and shall schedule teleconferences such that the facilities are used to their maximum capability.

Schedule the VTCs via Outlook Calendar based on requests received via e-mail, fax, telephone, or walk-in.

Interact with VTC customers to identify teleconference and meet-me audio conference requirements, including but not limited to, time, date, duration, number of attendees, other VTC sites involved, and any requested services such as console operation, video taping, transmission of graphics, and faxing conference materials.

Provide the coordination needed between VTC sites and customers when scheduling teleconferences.

Update the Daily Statistic Excel Workbook as requests for teleconferences are accepted, completed, canceled, and as status of calls changes in accordance with the Operating Procedures for Video Teleconferencing Centers in Section 2.4.

Schedule teleconferences (whether to or from the China Lake or Point Mugu VTC) only when at least one of the points of contact is a Government employee of one of these organizations. As a point of clarification, this requirement is not meant to imply that contractors or personnel from other organizations cannot participate in teleconferences scheduled by Government employees of these organizations.

Schedule conference times for the audio bridge and meet-me conferences on a first-come, first-served basis and provide instructions for use and scheduling with the customers. All equipment required to schedule the audio bridge and meet-me conferences are located in CHINA 1.

Schedule the Conference Rooms based on requests received via e-mail, fax, telephone, or walk-in.

Provide the coordination needed between Conference Rooms and Distinguished Visitors Processing Office (DVPRO) and Command Office when scheduling the Conference Rooms.

3.5.3 Michelson Lab Conference Room Scheduling. The Contractor shall:

Schedule via Outlook Calendar any of the four Michelson Lab conference rooms based on requests received via e-mail, fax, telephone, or walk-in and collect the following information:

- Subject Matter of Meeting
- Caller's Name, Phone, and Code
- Name, Phone, and Code of person holding the meeting
- Approximate Number of people attending
- Date of Meeting and Start time and Ending Time

Reschedule the conference rooms, should Command and/or the DVPRO require the immediate use of the conference rooms.

Notify the customer should rescheduling occur.

Record cancellation after notification in Outlook.

3.5.4 Teleconference Preparations and Operations

3.5.4.1 The Contractor shall determine the appropriate equipment configuration for individual teleconferences, based on the users' requirements. Before each scheduled teleconference begins, the Contractor shall ensure the readiness of the room control devices and verify network communications between participating sites. In preparing for secure (classified) teleconferences, the Contractor shall also key the required cryptographic equipment.

3.5.4.2 The Contractor shall interact with the teleconference chairperson as necessary, answering questions and briefing him or her on room and equipment operation. If requested by the chairperson, the Contractor shall also operate the VTC equipment, make a videotape of the teleconference, transmit graphics, and operate unclassified facsimile equipment to transmit material to, or receive material from, teleconference attendees at remote sites.

3.5.5 Equipment and Facility Maintenance

3.5.5.1 The Contractor shall perform corrective and preventive maintenance on the VTC equipment by working with the equipment maintenance contractors to troubleshoot, adjust, repair, and replace modules that are not in optimal working condition. Replacement equipment and parts will be provided by the equipment maintenance contractor(s). Daily preventive maintenance includes those tasks recommended by the original equipment manufacturer in documentation located in the VTCs.

3.5.5.2 When the equipment maintenance contractor(s) are required to visit the VTCs to perform on-site maintenance, the Contractor shall notify the COR of the proposed date, time, and visit duration so that the COR can make arrangements for visitor badges and escorts.

3.5.5.3 The Contractor shall notify the COR when assistance is required with interface equipment.

3.5.5.4 The Contractor shall also notify the COR of any facility maintenance or repair that is needed (for example, light bulb replacement or fixture repair, air conditioning repair or troubleshooting, and janitorial requirements outside normal daily facility upkeep).

3.5.5.5 The Contractor shall not be responsible for actual maintenance of the audio bridge, but shall be responsible for notifying the appropriate support center by dialing 611 to have a technician dispatched when audio bridge problems are detected.

3.6 REPORTS

3.6.1 Statistical Information

In accordance with the Operating Procedure for Video Teleconferencing Centers Section 2.4 the Contractor shall generate statistical information about each of the VTCs, and shall document the information on the Monthly Statistics Report and the report shall be submitted to the COR (CDRL A002).

3.6.2 VTC Status

The Contractor shall generate and submit to the COR a Monthly VTC Status Report (CDRL A003) that describes for each VTC site the accomplishments for the month, current issues and concerns, and events planned for the near future. At a minimum, the "Accomplishments" section of the Report shall include the following information, segregated by individual VTC conference room:

Total teleconferences scheduled

Number of no-shows

Percentage of the maximum possible teleconferences (for the reporting period) that the number of teleconferences actually scheduled represent

Percentage of no-shows

Utilization at both sites

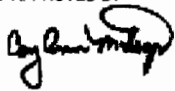
3.6.3 Customer Billing Report

The Contractor shall submit a Customer Billing Report with the invoice during which before hours, after hours, and weekend VTC operations are performed (CDRL A001). The Customer Billing Report shall provide details of before hours, after hours, and weekend operations during the reporting period and shall, at a minimum, include the following information, segregated by individual customer request:

A unique customer request tracking number

Customer's name, organizational code, and telephone number

Customer Chargeable Object

15. TOTAL →		0	1	0
<small>G. PREPARED BY</small> Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100	<small>H. DATE</small> 080310	<small>I. APPROVED BY</small>  DRRB Chairperson	<small>J. DATE</small> 080317	

DD Form 1423-1, 1 Jun 90

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CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188			
<small>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.</small>									
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP TM OTHER: MISC					
D. SYSTEM/ITEM VIDEO TELECONFERENCING CENTER			E. CONTRACT/PR NO.		F. CONTRACTOR				
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM TECHNICAL REPORT - STUDY/SERVICES				3. SUBTITLE VTC Status Report				
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508B			5. CONTRACT REFERENCE SOW Para 3.6.2		6. REQUIRING OFFICE NAVAIRWD CODE 721000D				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 45 DAC	14. DISTRIBUTION					
8. APP CODE N/A	11. AS OF DATE EOM	13. DATE OF SUBSEQUENT SUBMISSION EOM + 10	a. ADDRESSEE			b. COPIES			
						Draft	Final		
						Reg	Repro		
						Code 721000D	0	1	0
						Code 220000D		LTR	ONLY
Block 16 Remarks Block 4: May be in contractor format as long as DID is used for guidance. Block 9: Distribution Statement shall be provided by the Government prior to 1st submittal. Block 14: Shall be submitted in an electronic format agreed upon by both Government and Contractor prior to 1st submittal.									
15. TOTAL						0	1	0	
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 080310	I. APPROVED BY DRRB Chairperson			J. DATE 080317		

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>				Form Approved OMB No. 0704-0188			
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT	C. CATEGORY: TDP TM OTHER: MISC				
D. SYSTEM/ITEM VIDEO TELECONFERENCING CENTER		E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM TECHNICAL REPORT - STUDY/SERVICES		3. SUBTITLE Emergency Action Plan				
4. AUTHORITY (<i>Data Acquisition Document No.</i>) DI-MISC-80508B		5. CONTRACT REFERENCE SOW Para 3.7		6. REQUIRING OFFICE NAVAIRWD CODE 721000D			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION 5 DAC	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		
Block 16 Remarks					Draft	Final	
					Reg	Repro	
Block 4: May be in contractor format as long as DID is used for guidance. Block 9: Distribution Statement shall be provided by the Government prior to 1st submittal. Blocks 13: Updates shall be submitted NLT 10 DA completion of tasking. Block 14: Shall be submitted in an electronic format agreed upon by both Government and Contractor prior to 1st submittal.				Code 721000D	0	1	0
				Code 220000D		LTR	ONLY
				15. TOTAL			
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100		H. DATE 080310	I. APPROVED BY DRRB Chairperson		J. DATE 080317		

DD Form 1423-1, 1 Jun 90

DD254

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION			1. SECURITY INFORMATION		
(The requirements of the DoD National Industrial Security Program Operating Manual apply to all security aspects of this effort.)			a. SECURITY CLASSIFICATION		
			SECRET		
			b. LEVEL OF CONFIDENCE REQUIRED		
			NONE		
2. THE CONTRACTOR IS TO BE COMPLETED BY THE CONTRACTOR			3. THE CONTRACTOR IS TO BE COMPLETED BY THE CONTRACTOR		
a. PRIME CONTRACT NUMBER		b. DUNS NUMBER (Complete item if in all cases)	DATA (YYYYMMDD)		
	X		29071210		
b. SUBCONTRACT NUMBER		c. SECURITY CLASSIFICATION of previous orders	DATA (YYYYMMDD)		
c. SUBCONTRACT OR OTHER NUMBER	DATE DATE (YYYYMMDD)	d. PHSN (Complete item if in all cases)	DATA (YYYYMMDD)		
X	NSA338-88-R-0017				
4. IS THIS A FOLLOW-ON CONTRACT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If YES, complete the following:					
a. CONTRACT NUMBER AND DATE OF ORIGINAL ORDER					
b. CONTRACT NUMBER AND DATE OF THIS ORDER					
5. IS THIS A FIRM, NON-FIRM JOB? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If YES, complete the following:					
a. CONTRACT NUMBER AND DATE OF ORIGINAL ORDER					
b. CONTRACT NUMBER AND DATE OF THIS ORDER					
6. CONTRACT SECURITY OFFICE (Name, Address, and Zip Code)					
FOR BIDDING PURPOSE ONLY NOT VALID FOR ACTUAL CONTRACT			a. DATA CODE	b. CONTRACT SECURITY OFFICE (Name, Address, and Zip Code)	
N/A			N/A	N/A	
7. CONTRACT SECURITY OFFICE (Name, Address, and Zip Code)					
N/A			N/A	N/A	
8. CONTRACT SECURITY OFFICE (Name, Address, and Zip Code)					
N/A			N/A	N/A	
9. SECURITY REQUIREMENTS OF THE PROCUREMENT					
Provide video teleconferencing and related communications capabilities to NSA/CSS Chino Lake and Ft. Meigs.					
CONVPOC: Carla Escobar, (790) 938-8946					
10. THE COMPANY WILL PROVIDE ACCESS TO:					
a. COMPARATIVE SECURITY (COMSEC) INFORMATION	YES	NO	11. IS THIS INFORMATION TO BE CLASSIFIED BY THE CONTRACTOR?	YES	NO
X			a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY BY APPROVED PERSONNEL'S FACILITY OR A SUPERVISOR'S ACTIVITY	X	
b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. GENERAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND OPERATE CLASSIFIED SYSTEMS		X
d. FORMERLY RESTRICTED DATA		X	d. PERFORM REPAIR, ON STORE CLASSIFIED HARDWARE		X
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY		X
(A) ELEMENTARY COMPONENT INFORMATION (ECI)		X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OFFSIDE THE U.S. THROUGH MAIL, U.S. PENNINGS AND TRAVEL PERMITS		X
(B) SCIF-OCI		X	g. BE AUTHORIZED TO USE THE SERVICES OF PERSONNEL THROUGH INTERNATIONAL CONTRACTORS OR OTHER APPROPRIATE INFORMATION SERVICE		X
1. SPECIAL ACCESS INFORMATION		X	h. MAINTAIN A COMSEC ACCOUNT		X
2. INFO INFORMATION		X	i. HAVE REPAIR REQUIREMENTS		X
3. FORMER GOVERNMENT INFORMATION		X	j. HAVE OPERATIONAL SECURITY (OPSEC) REQUIREMENTS		X
4. LIMITED COMMUNICATION INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE GUESTWORK SERVICE		X
5. FOR-OFFICIAL USE ONLY INFORMATION		X	l. OTHER (Specify)		X
6. OTHER (Specify) STU TO ACCESS REQUIRED		X			

13. PUBLIC RELEASE: Any information disclosed or made available pursuant to this contract shall not be released for public dissemination except as provided by the Information 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.

Blank Through Classified

Transmission by non-secure facsimile or E-mail is NOT authorized (by Prime or sub contractor(s))
 Commander, NAWCWD, 1 Admin Circle, Stop 1301, Alton, TX 74100
 China Lake, CA 93550-6100

In the Event of a Protocol of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.
 To the extent of any DoD User Account, access by contractor shall be restricted to the scope:

9. SECURITY INDEX: No security classification guidance is provided for this classified work to classification. If any difficulty is encountered in applying this guidance or if any other existing policy indicates a need for change to this guidance, do not proceed to authorized and unapproved to provide unneeded changes, to challenge the guidance or to classification subject to any information is not classified or generated under this contract, and to submit any questions for interpretation of this guidance to the official classified office. Pending that decision, the information involved shall be handled and processed at the highest level of classification assigned or recommended. (It is an exception to the classified office. Attach, or forward under separate correspondence, any documentation/technical information.) Add additional pages as needed to provide complete guidance.)

10a. STU in access required. Classified COMSEC material is not releasable to contractor employees who have not received a FINAL Clearance of the appropriate security level. COMSEC access shall be IAW DoD 5200.106-4. COMSEC information and materials are subject to the controls of and restrictions specified in the National Security Agency NSA/CSS Policy Manual, 3-15, dated 05 August 2006. When access is required at government facilities, contractor personnel will adhere to COMSEC rules and regulations as mandated by ERM 1A (or applicable version) and command policy and procedures. Written concurrence of the Contracting Officer's Security Representative (COSR) is required prior to subcontracting.

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

11a: Classified performance is restricted to the Naval Air Warfare Center Weapons Division China Lake & Ft. Meigs, CA. Security classification guidance will be provided on site and shall be safeguarded on site. Any classified information/material generated in performance of this contract will be safeguarded on site. The CONTPOC is responsible for ensuring that distribution statements are placed on classified and unclassified technical documents.

11b: OPSEC: While performing aboard NAWAR 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.

Technical papers, briefings, presentations, either classified or unclassified to be presented at classified symposia must be submitted to AIR-7.4.1 for approval prior to presentation. Unclassified material submitted for public release (that is not to be presented at classified symposia) shall be forwarded for review prior to release as stated in Item 12 above. Transmission by non-secure facsimile of technical papers, briefings or presentations is NOT authorized.

Visit requests shall have "need-to-know" certified by the TPOC listed in Blank 9. All visit requests to military installations for classified or unclassified visits from subcontractors will be sent via the prime contractor who will certify the need-to-know. If additional security classification is required, contact the COSR.

12. JOURNAL, REPORT REQUIREMENTS: Requirements, in addition to those specified, are provided for this contract. (If Yes, identify the particular contract clause in the contract document itself, or provide an appropriate response which identifies the additional requirements. Provide a copy of the requirements to the relevant security office. Use box 10 if additional space is needed.)

YES NO

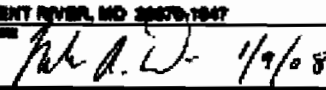
OPSEC CORN. In contract. **10c:** STU in use required at government facilities.

13. REFERENCES: Results of this contract are within the inspection responsibility of the relevant security office. (If Yes, explain and identify specific areas or elements covered and the security responsible for inspection. Use box 10 if additional space is needed.)

YES NO

14. CONFIDENTIAL AND SECRET: Security requirements shall be complete and adequate for safeguarding the classified information to be released or generated under this contract. (If Yes, explain and identify specific areas or elements covered and the security responsible for inspection. Use box 10 if additional space is needed.)

YES NO

15. PERSONNEL OF CONTRACTOR: a. NAME OF CONTRACTOR OFFICIAL MARK A. DAVIS		b. TITLE CONTRACTING OFFICER'S SECURITY REPRESENTATIVE (COSR)	c. TELEPHONE (Include Area Code) (301) 242-8845
16. ADDRESS (Include Zip Code) COMMANDER 82272, RD04, 47125 BURE ROAD NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION PATUENT RIVER, MD 20676-1847		17. SECURITY REQUIREMENTS <input checked="" type="checkbox"/> a. CONFIDENTIAL <input type="checkbox"/> b. SECRET <input checked="" type="checkbox"/> c. CONFIDENTIAL SECURITY CONTROL FOR NUCLEAR AND BIOLOGICAL WEAPONS <input type="checkbox"/> d. THE SECURITY RESPONSIBILITY FOR OVERSIGHT SECURITY ADMINISTRATION <input type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> f. WHERE AS NECESSARY COR, COSR	
g. SIGNATURE 		h. DATE 1/9/08	

DD Form 254 DEC 99

INVENTORIES

China Lake YTC Office Inventory Listing

QTY	Type	Brand	Model	Barcode or Asset #
1	Safe	Mosler	SFC2	ITM0006117
1	Vacuum	Euteka	The Boss II	ITM0006123
1	IntelliFAX 2920	Brother	68H463619	N/A
1	Copier	Xerox	5028	ITM0006113
2	Printers	Lexmark	X83	N/A
1	NMCI Computer	Dell		300054984 7
1	NMCI Computer	Dell		300047848 0
China Lake VTC Office Inventory Listing				
QTY	Type	Brand	Model/Serial #	Barcode or Asset #
1	Safe	Mosler	SFC2	ITM0004685
1	IntelliFAX 2920	Brother	U61326H6J581585	N/A
2	Printers	Lexmark	X3550	N/A
1	NMCI Computer	Dell		300055615 0
1	NMCI Computer	Dell		300047258 1

QASP

**NAVAL AIR WARFARE CENTER WEAPONS DIVISION
CHINA LAKE AND POINT MUGU
QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
VIDEO TELECONFERENCING CENTER
MICHELSON LABORATORY CONFERENCE ROOMS**

1.0 PURPOSE

The purpose of this Quality Assurance Surveillance Plan (QASP) is to document the evaluation criteria the Government will use to ensure the Contractor provides quality services in the following areas: Operating and Maintaining the Video Teleconferencing Centers (VTCs) and scheduling the Michelson Laboratory conference rooms.

The QASP provides a systematic method of evaluation of services the contractor is required to provide and not the details of how the contractor accomplishes the work. The plan uses a combination of surveillance methods which adequately assures the Government of the contractor satisfactory performance while keeping the cost to a minimum. The QASP will be used by the Contracting Officer's Representative (COR) for evaluating whether the services provided by the contractor is meeting the performance requirements specified in the Performance Work Statement (PWS).

This QASP is based on the premise that the contractor is responsible for the management and quality control actions to meet the terms of the contract. Good management and use of an adequate quality control plan will allow the

contractor to operate within specified performance requirements. The COR is to be objective, fair and consistent in evaluating the contractor performance against the standards.

The QASP consists of 5 sections.

Section 1.1 Methods, details how the COR will measure quality of services.

Section 1.2 Evaluation Procedures, describes the method of COR review and contractor re-performance.

Section 1.3 Use of the Surveillance Guide, instructs the COR in the use of the checklists that address specific services.

Section 1.4 Assurance of Performance Measures, establishes definitions of frequency and inspection method employed by the COR.

Section 1.5 Attachments, provides copies of checklists and questionnaires the COR will use as evaluation tools for monitoring the contractor's performance.

1.1 METHODS

Every six months an assessment of the contractor's performance will be evaluated against the performance requirements in the PWS incorporated into the contract. The contractor shall develop and implement a quality control process for satisfactory completion of the PWS and for compliance with all provisions, terms, and conditions of the contract. If the contractor's performance is not satisfactory, the COR has the option to increase the level of quality assurance (QA) surveillance in order to protect the rights of the Government and maintain the desired quality. The Government's Quality Assurance Program (QAP) will consist of, but not be limited to, the following: customer feedback, sampling, critical process review, or inspections.

1.1.2. Customer Feedback Program.

The customer feedback program is a QA surveillance method in which the customer's comments or complaints are received and documented as follows:

1.1.2.1. Receiving Customer Complaints

The Government shall provide a copy of the Customer Complaint Form (included as attachment (1) to this QASP) to all customers requesting services under this contract.

1.1.2.2. Documenting Customer Complaints

The customer shall submit the customer complaint form in person, by guard mail, or by email to the COR.

1.1.2.3. Validate Customer Complaints Analyses of Results

Every customer complaint will be investigated by the COR to determine whether the complaint is reasonable, factual, accurate and whether or not the underlying defect, deficiency, or nonconformance was preventable. If the complaint is determined to be valid, the COR documents it and notifies the contractor, requiring the contractor to take the appropriate corrective action.

1.1.3. Sampling

Sampling is a QA surveillance method in which defects, deficiencies, and non-conformances are identified by inspecting a percentage of the service output population. Sampling may be planned, periodic, or random. Planned sampling occurs when the number of items to be sampled is predetermined prior to the performance period. Periodic sampling is based upon preset schedule or periodic sequence of events. Random sampling occurs when the sample is randomly selected based upon the population of completed work.

1.1.4 Critical Process Review.

Critical process review is a QA surveillance method in which the COR reviews and test the Contractor's operation and maintenance of the VTC's and service process quality control (QC) procedures. Critical aspects of a process or procedure may be reviewed from start to finish ensuring the outputs meet the performance standards included in the contract. In general, the critical process review is used when there are indications that the performance is not meeting the specified standards.

1.1.5. Inspection

Inspection is an evaluation method in which defects, efficiencies and non-compliances are identified by examining and testing all outputs of specific product or service to determine whether they conform to the performance and quality standards identified in each task order. Inspection is not consistent with the general quality assurance approach advocated under this QASP, and is unlikely that it would be used except in very rare circumstances of nonperformance.

1.2 EVALUATION PROCEDURES

1.2.1. Consideration in Choosing Surveillance Methods

This section of the QASP indicates the method(s) of surveillance to be used for the various performance functions defined in the contract PWS. Generally, a hierarchy of surveillance methods will be used, depending upon observed results. The primary method of surveillance will be the Customer Feedback Program. If results indicate that performance standards are being met, there may be no requirement to use any other surveillance method. If however, the Customer Feedback Program indicates otherwise, then it may be necessary to use other forms of sampling to get a more accurate assessment of the situation. Further, if that assessment is also negative, the COR may determine that a critical process review is required, or in the extreme, an inspection.

1.2.2. Evaluation of Performance

At the end of the evaluation period, the COR will summarize all the information of the Quality Assurance Evaluation Worksheet (included as attachment (2) to this QASP) and determine the total number of deficiencies (if any) for each required service. Any performance indicator not in conformance with standards will be classified as a defect. A defect may be composed of one or more deficiencies. If the overall performance has been unsatisfactory, a Contract Discrepancy Report (CDR) (included as attachment (3) to this QASP) will be submitted. Once re-performance of the work has been completed (if applicable), the contractor's authorized representative shall be required to sign, date and return the CDR to the COR.

1.2.3. Analysis of Results

The COR will perform final analysis of the evaluation results based on the checklist for each method of surveillance. The COR will then advise the Contracting Officer of the results and recommend an appropriate course of action.

1.2.4. Re-Performance

When the contractor has been informed of defective services, the contractor may be given the option to re-perform the work. The COR will evaluate the defective service and the impact thereof. Based upon criticality, the COR may decide to strictly document the defects and not allow further expenditure of resources for rework. In the event of rework, the time of contractor notification shall service as the beginning of the re-performance period. If at the completion of re-performance the work is still unacceptable, another CDR shall be submitted and the contractor authorized representative shall again be required to sign, date, and submit the CDR to the COR.

1.3 USE OF THE SURVEILLANCE GUIDE

In order to ensure evaluation of all required services the COR will follow the procedures outlined below:

1.3.1. Schedule

The COR will develop a schedule for surveillance activities based on the requirements of each item in the checklist. Consistent with the requirement that the contractor is responsible for quality control and the Government is responsible for quality assurance, the COR will inspect the contractor data for each service in the checklists. This data will be collected in accordance with the contractor's Quality Control Plan (QCP), as required by the PWS, and which was reviewed by the COR and approved the Contracting Officer. Neither the schedule nor any changes to the schedule shall be shown to the contractor.

1.3.2. Surveillance Activity

Actual surveillance activity must be consistent with the schedule. There should be a complete audit trail from the schedule, to the performance surveillance inspections, to the completion of the surveillance observation records, and finally to the CDR's, when applicable. The COR will maintain a copy of all surveillance schedule, surveillance records, customer complaints and other supporting data and forward the documentation to the Contracting Officer at the close of the contract.

1.3.3. Evaluation Reports

The basis of the checklists is the overall evaluation of the contractor's performance for each contract requirement. It is important to determine an overall period of performance to decide whether to increase, decrease or maintain the level of surveillance. To accomplish this, the Quality Assurance Evaluation Worksheet (included as attachment (4) to this QASP) is provided as a tool to track the performance of the work. If the overall performance has been unsatisfactory, a CDR is submitted. At the end of each period, the COR will complete and submit the evaluation worksheets and the CDR's to the Contracting Officer.

1.4 ASSURANCE OF PERFORMANCE MEASURES

The COR will ensure that the contractor is following the quality control process described in the contractor's QCP by checking performance in accordance with the QASP checklist. In performing these activities, the COR may conclude that recurring problems are indicative of systemic weaknesses on the contractor's quality control process as stated in their QCP. If systemic weaknesses are discovered, the contractor shall revise their QCP to incorporate changes to eliminate these weaknesses. The revised QCP shall be submitted to the Contracting Officer for review and approval no later than 30 calendar days after written notification of systemic weaknesses.

1.4.1. Response Time

The COR will evaluate the contractor's performance against the response time metric for the various services by inspecting the contractor data related to the time a customer waits for the contractor to respond to his/her request.

1.4.2. Compliance

The COR will evaluate the contractor's performance against the compliance metric for the various services by 100% surveillance of reports of non-compliance with applicable directives and procedures contained in Section 2.0 of the PWS. The contractor's QCP must include reports of non-compliance for services for which compliance is a metric. The contractor's QCP will include reporting mechanisms that ensure incidents of non-compliance are documented.

1.4.3. Accuracy

The COR will evaluate the contractor's performance against the accuracy metric for the various services by inspecting the contractor data supplemented through spot surveys of customers. The contractor's QCP must document methods for collecting data related to accuracy of documents provided to customers. The COR will validate the contractor-provided data through random visits to customers to verify the accuracy of the products and or services.

1.4.4. Timelines

The COR will evaluate the contractor's performance against the timeliness metric for the various services by inspection of the contractor data related to the length of time a function/process is completed, according to the task order PWS or through the receipt of customer complaints. Once a complaint is received, the COR must verify the failure of the contractor by checking that the function was indeed not completed according to the PWS.

1.4.5. Availability

The COR will evaluate the contractor's performance against the availability metric for resources and equipment needed/required to support the customers. The COR may be charged with reviewing the availability of resources either through a periodic or random sampling, or through the receipt of customer complaints. Once a complaint is received, the COR must verify the failure of the contractor by checking the resources are indeed not available.

1.5 ATTACHMENTS

This section provides copies of surveillance and contract administration tools the COR will use in monitoring and evaluating the contractor's performance.

Attachment (1)
CUSTOMER COMPLAINT RECORD
VIDEO TELECONFERENCING CENTER
MICHELSON LABORATORY CONFERENCE ROOMS

Name of Individual Completing the Form: _____

Date/Time of Complaint: _____

Nature of Complaint: _____

Validated Complaint: Yes: _____ No: _____

Date/Time Contractor Notified of Complaint: _____

Action Taken by Contractor: _____

Received and Validated By: _____

Date of Resolution: _____

Attachment (2)
QUALITY ASSURANCE SURVEILLANCE PLAN CHECKLIST
VIDEO TELECONFERENCING CENTER
MICHELSON LABORATORY CONFERENCE ROOMS

Performance Indicator	Performance Standards	Acceptable Quality Level	Method of Surveillance	Incentive/Remedy
<p>Open VTCs at the appropriate time each day.</p> <p>Close VTCs at the appropriate time each day.</p> <p>Preparations are performed every day.</p>	<p>VTC facilities are opened and closed in accordance with Section 2.0 of the PWS.</p> <p>Preparations are performed in accordance with Section 2.0 of the PWS.</p>	<p>The standard will be met 100% of the time.</p>	<p>Validated customer complaint and/or random sampling.</p>	<p>Cure Notice. Multiple failures may provide a basis for termination and/or negative CPARS report.</p>
<p>Schedule VTC rooms.</p> <p>Operate VTC equipment when requested.</p> <p>Instruct customers in VTC equipment use and operation.</p>	<p>VTC's rooms are scheduled in accordance with Section 2.0 of the PWS.</p> <p>Equipment is operated in accordance with Section 2.0 of the PWS..</p> <p>Customers are instructed in VTC equipment use in accordance with Section 2.0 of the PWS.</p>	<p>This standard will be met 100% of the time</p>	<p>Validated customer complaint and/or random sampling.</p>	<p>Cure Notice. Multiple failures may provide a basis for termination and/or negative CPARS report.</p>

Performance Indicator	Performance Standards	Acceptable Quality Level	Method of Surveillance	Incentive/Remedy
<p>Open Michelson Lab Conference Rooms at the appropriate time each day.</p> <p>Close Michelson Lab Conference Rooms at the appropriate time each day.</p> <p>Instruct customers in VTC equipment use and operation.</p>	<p>Michelson Lab conference rooms are opened, closed and instruction of equipment used in conference rooms is provided in accordance with Section 2.0 of the PWS.</p>	<p>This standard will be met 100% of the time</p>	<p>Validated customer complaint and/or random sampling.</p>	<p>Cure Notice. Multiple failures may provide a basis for termination and/or negative CPARS report.</p>
<p>VTC operation AND Michelson Laboratory Conference Room scheduling.</p>	<p>Requested services are provided with little down time.</p> <p>Determine technical problems and initiate corrective action when identified.</p> <p>Notify the COR and identify corrective action taken.</p> <p>Notify the COR if corrective action can not be taken.</p>	<p>This standard will be met 100% of the time</p>	<p>100% inspection and/or validated customer complaint and/or random sampling.</p>	<p>Cure Notice. Multiple failures may provide a basis for Termination and/or negative CPARS report.</p>

Performance Indicator	Performance Standards	Acceptable Quality Level	Method of Surveillance	Incentive/Remedy
<p>Man VTC scheduling desks during normal working hours.</p> <p>Schedule VTC facilities to their maximum capability.</p> <p>Man VTC scheduling desks during before and after time as required by special overtime.</p>	<p>VTC scheduling desks are manned during normal working hours.</p> <p>VTC facilities are scheduled to their maximum capability.</p> <p>VTC scheduling desks are manned during before and after time as required. Overtime is approved in advance by the COR.</p>	<p>This standard will be met 100% of the time</p>	<p>Inspection and/or validated customer complaint and/or random sampling.</p>	<p>Cure Notice. Multiple failures may provide a basis for termination and/or negative CPARS report.</p>

Attachment (3)
CONTRACT DISCREPANCY REPORT
VIDEO TELECONFERENCING CENTER
MICHELSON LABORATORY CONFERENCE ROOMS

Government Action	
1. To: JAG	2. From: Contracting Officer's Representative (COR)
3. Discrepancy or Problem:	
4. Contractor Notified: Date/Time:	
5. Signature of Contracting Officer:	
Contractor Action	
1. To: Contracting Officer	2. From: JAG
3. Contractor response as to cause, corrective action and actions to prevent recurrence:	
4. Signature of Contractor Representative:	5. Date:
Government Disposition	
1. Government Evaluation:	
2. Government Incentive/Remedy:	
3. Signature of Contracting Officer:	4. Date:

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	Government
0002	Destination	Government	Destination	Government
000201	N/A	N/A	N/A	Government
0003	Destination	Government	Destination	Government
000301	N/A	N/A	N/A	Government
0004	Destination	Government	Destination	Government
000401	N/A	N/A	N/A	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government
0021	Destination	Government	Destination	Government
0022	Destination	Government	Destination	Government
0023	Destination	Government	Destination	Government
0024	Destination	Government	Destination	Government
0025	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2008 TO 31-MAR-2009	N/A	N/A FOB: Destination	
000101	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination	
0002	POP 01-APR-2008 TO 31-MAR-2009	N/A	N/A FOB: Destination	
000201	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination	
0003	POP 01-APR-2008 TO 31-MAR-2009	N/A	N/A FOB: Destination	
000301	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination	
0004	POP 01-APR-2008 TO 31-MAR-2009	N/A	N/A FOB: Destination	
000401	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination	
0005	POP 01-APR-2008 TO 31-MAR-2009	N/A	N/A FOB: Destination	
0006	POP 01-APR-2009 TO 31-MAR-2010	N/A	N/A FOB: Destination	
0007	POP 01-APR-2009 TO 31-MAR-2010	N/A	N/A FOB: Destination	
0008	POP 01-APR-2009 TO 31-MAR-2010	N/A	N/A FOB: Destination	
0009	POP 01-APR-2009 TO 31-MAR-2010	N/A	N/A FOB: Destination	
0010	POP 01-APR-2009 TO 31-MAR-2010	N/A	N/A FOB: Destination	

0011	POP 01-APR-2010 TO 31-MAR-2011	N/A	N/A FOB: Destination
0012	POP 01-APR-2010 TO 31-MAR-2011	N/A	N/A FOB: Destination
0013	POP 01-APR-2010 TO 31-MAR-2011	N/A	N/A FOB: Destination
0014	POP 01-APR-2010 TO 31-MAR-2011	N/A	N/A FOB: Destination
0015	POP 01-APR-2010 TO 31-MAR-2011	N/A	N/A FOB: Destination
0016	POP 01-APR-2011 TO 31-MAR-2012	N/A	N/A FOB: Destination
0017	POP 01-APR-2011 TO 31-MAR-2012	N/A	N/A FOB: Destination
0018	POP 01-APR-2011 TO 31-MAR-2012	N/A	N/A FOB: Destination
0019	POP 01-APR-2011 TO 31-MAR-2012	N/A	N/A FOB: Destination
0020	POP 01-APR-2011 TO 31-MAR-2012	N/A	N/A FOB: Destination
0021	POP 01-APR-2012 TO 31-MAR-2013	N/A	N/A FOB: Destination
0022	POP 01-APR-2012 TO 31-MAR-2013	N/A	N/A FOB: Destination
0023	POP 01-APR-2012 TO 31-MAR-2013	N/A	N/A FOB: Destination
0024	POP 01-APR-2012 TO 31-MAR-2013	N/A	N/A FOB: Destination
0025	POP 01-APR-2012 TO 31-MAR-2013	N/A	N/A FOB: Destination

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52.247-34

F.O.B. Destination

NOV 1991

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5252.211-9507 PERIOD OF PERFORMANCE (MAR 1999)

(a) The contract shall commence on 01 Apr 08 and shall continue to 31 Mar 09. 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.

F-TXT-01 OPTION PERIOD OF PERFORMANCE (MAR 2003)

(1) The period of performance for CLIN(s)0006 through 0010 begins 1 April 2009 and ends 31 March 2010. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MARCH 2000).

(2) The period of performance for CLIN(s) 0011 through 0015 is begins 1 April 2010 and ends 31 Mar 2011. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MARCH 2000).

(3) The period of performance for CLIN(s) 0016 through 0020 begins 1 April 2011 and end 31 Mar 2012. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MARCH 2000).

(4) The period of performance for CLIN(s) 0021 through 0025 begins 1 April 2012 and end 31 March 2013. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MARCH 2000).

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH2C 254 77777 0 050120 2F 000000
COST CODE: WC028PR01175
AMOUNT: \$98,149.46
CIN 130010287200001: \$45,000.00
CIN 130010287200002: \$45,000.00
CIN 130010287200003: \$3,149.46
CIN 130010287200004: \$5,000.00

CLAUSES INCORPORATED BY REFERENCE

5252.232-9511 Notice Of Requirement For Prompt Payment MAR 2006

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Contracting Officer has designated
Primary

Carlo Espiritu, Code 721000D
1 Administration Circle, Bldg 02657
Naval Air Warfare Center Weapons Division
China Lake, CA 93555-6100
(760)939-8046

Alternate

Cindy Klaasen, Code 724000D
1 Administration Circle, Bldg 03888
Naval Air Warfare Center Weapons Division
China Lake, CA 93555-6100
(760)939-8786

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

- (b) The duties of the COR are limited to 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.

6. The preceding list of duties is not intended to be all-inclusive. If specific situations arise that you think require contractual attention, do not hesitate to inform the contracting officer.

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

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

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

5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR) (OCT 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than monthly based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the dollars per hour (based on the fixed fee divided by the level of effort in hours). Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

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

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

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

5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2008)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site: <http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

WAWF Invoice Type:	-- Select Combo for Fixed Price Supplies and Services. (Seperate Invoices and Receiving Reports may also be used.) -- Select Cost Voucher for all Cost or T&M contracts or CLINs. Questions? Call 1-800-559-WAWF (9293).
Issuing Office DODAAC	N68936
Admin Office DODAAC:	N68936
Inspector DODAAC (usually only used when Inspector & Acceptor are different people):	
Ship To DODAAC (for Combo), Service Approver DODAAC (Cost Voucher)	N68936
DCAA Office DODAAC (Used on Cost Voucher's only):	
Paying Office DODAAC:	N50120

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name	Email	Phone	Role
Carlo Espiritu	carlo.espiritu@navy.mil	(760)939-8046	Acceptor/reviewer
Cindy Klassen	cindy.klassen@navy.mil	(760)939-8786	alternate acceptor/reviewer
Andrew Wall	andrew.wall@navy.mil	(760)939-8268	read only reviewer

5252.232-9524 ALLOTMENT OF FUNDS (NAVAIR) (OCT 2005)

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "FIXED FEE", are as follows:

ITEM(S) ALLOTTED TO FIXED FEE

0001 (b)4

0002 (b)4

0003 (b)4

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "LIMITATION OF FUNDS" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

PERIOD OF

ITEM(S) ALLOTTED TO COST PERFORMANCE

0001	\$37,897.32	1 Apr 08 through 31 Mar 09
0002	\$38,295.92	1 Apr 08 through 31 Mar 09
0003	\$2,957.24	1 Apr 08 through 31 Mar 09
0004	\$5,000.00	1 Apr 08 through 31 Mar 09

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

**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:aguinaldoja@jaguinaldogroupcom

**G-TXT-03 CONTRACTOR ACCESS TO NAVAL AIR WARFARE CENTER WEAPONS DIVISION
CHINA LAKE**

Effective 01 October 2006, Contractors requiring access to the Naval Air Warfare Center Weapons Division China Lake will be required to include an DHS Form I-9 "Employment Eligibility Verification" with their badge request form. The Government will not be responsible for work delays or work stoppages due to failure to comply with these access requirements. Questions should be directed to Steven Garcia at (760)939-1463.

Section H - Special Contract Requirements

TRAVEL

NON-LOCAL TRAVEL AND TRAINING REQUIREMENTS

The multi-site nature of this contract may require travel between Point Mugu and China Lake. Such travel is estimated as two (2) one (1) or two (2) day trips, for up to two (2) personnel each. The Government will provide no cost training on the new VTC equipment/systems as they are installed or upgraded. However, any Government mandated training required in order to operate the VTC will be paid for by the Government. This training may entail travel to other sites in order to obtain. If an employee does not pass a training course, the Government will not pay for any expenses for the employee to attend the course. If the employee does pass the course, a copy of the certification shall be submitted with the invoice along with a copy of the receipts of the expenses. If the employee that received the certification is not employed for at least 6 months after receipt of the certification, the Government shall be reimbursed 100% of the cost. All travel and training shall be approved in advance by the COR.

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252.219-7009 SECTION 8(a) DIRECT AWARD (SEP 2007)

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

Maryland District Office
City Crescent Building, 6th Floor
10 South Howard Street
Baltimore, Maryland 21201

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

(c) The 8(a) Contractor agrees that-

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) The contractor agrees that during the term of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or

family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

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

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

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

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

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

5252.243-9504 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: [Theodore Fiske, 429 E Bowen Rd. Mailstop 4015 NAWCWD, China Lake, CA 93555-6108, Phone: (760) 939-8182, email: theodore.fiske@navy.mil]

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996

52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	MAY 2004
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
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.215-7004	Excessive Pass-Through Charges	APR 2007
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2007
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

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

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegates to the Naval Air Warfare Center Weapons Division, China Lake CA, the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Naval Air Warfare Center Weapons Division, China Lake CA shall give advance notice

to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Naval Air Warfare Center Weapons Division China Lake Ca.

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

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

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

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

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

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

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

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

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

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

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

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 100 hours per year or the overtime premium is paid for work --

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

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

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

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

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

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

- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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

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

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

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

(d) Payrolls and basic records.

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

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

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

52.233-4 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): <http://www.arnet.gov/far> or <http://farsite.hill.af.mil>.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (JAN 2007)

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.
- (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.
- (c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.