

FOIA Electronic Reading Room Document Coversheet

Document Description: N68936-00-D-0055 BASIC CONTRACT

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Please direct inquiries regarding this document to:
Commander (Code K00000D FOIA)
Naval Air Warfare Center Weapons Division
1 Administration Circle Stop 1009
China Lake, CA 93555-6100.

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING S1	PAGE OF PAGES 1 58		
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-00-D-0055		3. EFFECTIVE DATE 01 Oct 2000		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. N60530-9102-AA1L			
5. ISSUED BY COMMANDER NAWCWPNS, CODE 210000D 1 ADMINISTRATION CIRCLE CHINA LAKE, CA 93555-6100		CODE N60530	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) SVERDRUP TECHNOLOGY INC ROGER STARR 600 WILLIAM NORTHERN BLVD P O BOX 884 TULLAHOMA TN 37388			8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT N/A		
CODE 07486		FACILITY CODE 07486		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:			
11. SHIP TO/MARK FOR SEE SCHEDULE		12. PAYMENT WILL BE MADE BY DFAS-SD OPLOC CODE FPV EFT: T PO BOX 429100 SAN DIEGO, CA 92142-9100		CODE N68688			
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					\$81,947,415.00		
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [] CONTRACTORS 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 N68936-00-R-0004-0004				
19A. NAME AND TITLE OF SIGNER (Type or print)			20A. NAME AND TITLE OF CONTRACTING OFFICER JEAN F BUTLER / DEPUTY PCO				
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA		20C. DATE SIGNED		
BY _____ (Signature of person authorized to sign)			BY <u>Jean Butler</u> (Signature of Contracting Officer)		07-Aug-2000		

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	AMOUNT
0001	Engineering Support Services CPAF - 1,550,000 Maximum Hours in accordance with the Statement of Work. PURCHASE REQUEST NUMBER N60530-9102-AA1L	
	ESTIMATED COST	\$74,497,650.00
0002	Maximum Award Fee	\$7,449,765.00
	ACRN AA Funded Amount	\$1,000,000.00
0003	Data in accordance with DD Form 1423, Contracts Data Requirements List, Exhibit A. ***NSP - Not separately priced.	\$ NSP

CLAUSES INCORPORATED BY FULL TEXT

IN ACCORDANCE WITH THE CONTRACTOR'S PROPOSAL, THE FOLLOWING ARE CONSIDERED TO BE TEAM MEMBERS:

AIGER
2051 North Solar Drive, Suite 200
Oxnard, CA 93030

Systems Applications and Technologies (SA-TECH)
8401 Corporate Drive
Landover, MD 20785

Tessada And Associates
8530 Cinder Bed Road, Suite 1400
P.O. Box #8530
Newington, VA 22122

AWARD FEE

Award Fee evaluation procedures and payment formula will be in accordance with Section J, attachment entitled Award Fee Plan.

B-NSTD-01 LEVEL OF EFFORT (COST PLUS AWARD FEE) (JAN 1992) (NAVSUP)

(a) The estimated level of effort to be ordered during the term of this contract is 1,130,000 man-hours and the maximum level of effort is 1,550,000 man-hours of direct labor, including authorized subcontract labor, if any. The estimated composition of the total man-hours of direct labor by classification is as follows:

LABOR	Year 1	Year 2	Year 3	Year 4	Year 5	Total
-------	--------	--------	--------	--------	--------	-------

CATEGORY						
TECHNICAL STAFF						
(SCIENTISTS/ENGINEERS)						
STS-VI						
STS - V	9,300	9,300	9,300	9,300	9,300	46,500
STS- IV	43,400	43,400	43,400	43,400	43,400	217,000
TS -III	27,900	27,900	27,900	27,900	27,900	139,500
TS - II	31,000	31,000	31,000	31,000	31,000	155,000
TS - I	3,100	3,100	3,100	3,100	3,100	15,500
	3,100	3,100	3,100	3,100	3,100	15,500
SPECIALIST /						
TECHNICIAN						
SST - V						
SST - IV	62,000	62,000	62,000	62,000	62,000	310,000
ST - III	43,400	43,400	43,400	43,400	43,400	217,000
ST - II	15,500	15,500	15,500	15,500	15,500	77,500
ST - I	3,100	3,100	3,100	3,100	3,100	15,500
	0	0	0	0	0	0
SUPPORT						
STAFF						
SSS - V						
SSS - IV	43,400	43,400	43,400	43,400	43,400	217,000
SS - III	18,600	18,600	18,600	18,600	18,600	93,000
SS - II	6,200	6,200	6,200	6,200	6,200	31,000
SS - I	0	0	0	0	0	0
	0	0	0	0	0	0
TOTALS	310,000	310,000	310,000	310,000	310,000	1,550,000

The above level of effort is expected to occur over the contract term.

(b) In performing a task order, the contractor may use any combination of hours of the labor categories listed in the delivery order.

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

(d) The contractor shall notify the contracting officer immediately in writing whenever there is reason to believe that:

(1) The level of effort the contractor expects to incur under any order in the next sixty (60) days, when added to the level of effort previously expended in the performance of that order, will exceed 75% of the level of effort established for that order; or

(2) The level of effort required to perform a particular order will be greater than the level of effort established for that order. As part of the notification, the contractor shall provide the contracting officer a revised estimate of the level of effort required to perform the order. As part of the notification, the contractor shall also submit a proposal for equitable adjustment to the estimated cost and award fee that would cover the increased level of effort. Any such upward adjustment shall be prospective only (i.e., will apply only to effort expended after a modification (if any) is issued). However, whether an increase in award fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the contracting officer.

(e) Within thirty (30) days after completion of the work under each task order, the contractor shall submit the following information directly, in writing, to the ordering officer, the contracting officer's technical representative and the Defense Contracting Audit Agency to which vouchers are submitted.

(1) The total number of man-hours of direct labor, including any subcontract labor expended.

(2) A breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the task order schedule, including the identification of key employees utilized.

(3) The contractor's estimate of the total allowable cost incurred under the task order.

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

(f) In the event that less than 100% of the estimated level of effort for this basic contract is expended; or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased; or is actually expended by the completion date of the contract, the Government shall have the option of:

(1) Requiring the contractor to continue performance, subject to the provision of the "Limitation of Cost" clause, or as applicable, the "Limitation of Funds" clause, until the effort expended equals 100% of the original level of effort or of the fee bearing portion of the last upward revision; or

(2) Effecting a reduction in the award fee by the percentage by which the total expended man-hours is less than 100% of the original level of effort or the fee bearing portion of the last upward revision.

(g) In the event that the incurred level of effort exceeds 3% of the delivery order requirement, but does not exceed the estimated cost of the contract, the contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The contractor shall not be paid award fee, however, on the level of effort in excess of 100% without complying with paragraph (d) above. This understanding does not supersede or change subsection (d) above, whereby the contractor and Government may agree on a change to the task order level of effort with an equitable adjustment of both the cost and fee. Further, the contractor shall not exceed 100% of the total level of effort specified in the basic contract.

B-NSTD-02 AWARD FEE EVALUATION PROCEDURES (JAN 1992)(NAVSUP)

(a) Performance Reports. The * shall act as the Fee Determining Official (FDO) and shall designate technical and administrative personnel to observe, examine, review, and report on the performance of the contractor under the proposed contract. Reports covering said performance shall be prepared by said personnel in a form and manner prescribed by the FDO.

(b) Performance Evaluation Board. The FDO shall appoint a Performance Evaluation Board (PEB) consisting of not less than three (3) members. The purpose of the board is to review contractor performance reports, make recommendations to the FDO concerning evaluation grades, the amount of award fee earned and recommended for payment and the nature, quality and extent of documentation to be furnished to the contractor concerning his performance. The PEB, in arriving at its recommendation, shall consider not only the contract cost associated with exceptional or substandard performance by the contractor, but also the estimate of related benefits or costs accruing to the Government. Periodically, but not less than each quarter, the PEB shall meet and shall review all grades and performance for work performed during the quarter. The PEB shall prepare a preliminary report of grades assigned and award fee earned. The PEB will advise the contractor of the grades and afford him ten (10) days in which to submit written comments concerning the preliminary report.

(c) Establishment of Award Fee. Upon approval of the PEB report by the FDO, it will be submitted with necessary funding, to the contracting officer to be incorporated into the contract by modification.

(d) The determination as to any amount of award fee to be granted the contractor shall be made by the FDO as soon as possible after the end of each award fee period.

(e) The decision of the FDO with respect to entitlement to award fee, or the amount thereof, shall be final and shall not be subject to the "Disputes" clause of this contract.

(f) Non-Waiver of Contract Clause. Nothing contained in this section shall be construed to alter, modify, revise, or waive any provision of this contract.

*To be completed at contract award.

MINIMUM AND MAXIMUM CONTRACT AMOUNTS

During the period of this contract, the Government shall place orders totaling a minimum of \$1,000,000, including fee. The maximum effort that may be ordered is 1,550,000 hours.

B-NSTD-04 MATERIALS AND SUPPLIES

(a) The contractor shall be reimbursed for the actual cost of materials purchased or materials withdrawn from the contractor's store or warehouse (other than general office supplies) for the performance of work pursuant to the requirements set forth in Section C, Statement of Work, less any cash or quantity discount earned, plus mark-up for general and administrative expenses but without any mark-up for fee.

(b) Title to all property acquired in accordance with the paragraph above for the performance of work hereunder shall rest in the Government. Only materials and supplies directly required by Section C, Statement of Work, are included.

(c) The contractor shall not acquire any single item or system valued at \$2,500.00 or more without a written proposal to do so and a written approval of the Ordering Officer.

SECTION C Descriptions and Specifications

Work shall be performed on this contract in accordance with the Statement of Work.

BACKGROUND

The purpose of this contract is to provide support services to the NAVAL AIR WARFARE CENTER WEAPONS DIVISION (NAWCWD) and attached activities. The NAWCWD is the Navy's principal Research, Development, Test, and Evaluation (RDT&E) and In-Service Engineering activity for air warfare systems and missile weapon systems. NAWCWD conducts the full spectrum of weapon system acquisition; from research and technology application, through full-scale engineering, manufacturing, development, simulation and testing of components and systems, to production and Fleet support and system phase-out. To fulfill its mission, the NAWCWD requires Contractor support to provide timely weapons system effectiveness analysis, design studies and analysis, technical information services, documentation services, test and evaluation, integrated logistics support and program management support. The software development required by this effort is limited to that incidental to the performance of individual technical tasks.

The Naval Air Systems Team's Logistics Competency (AIR 3.0) is creating a set of contracts separate from this contract to support AIR 3.0 in performing its functions. The acquisition strategy includes contracts for Systems Integration; Maintenance Planning and Design Interface; Technical Data Management and Configuration Management; Technical Training; and Maintenance Planning and Design Interface. The Logistics Competency's contracts will have preference over this contract for these requirements; but these types of efforts may still be required because they are often an integral part of other efforts or it may be in the best interest of the Government to utilize this contract for this type of support.

Weapons systems supported by NAWCWD include but are not limited to: Sidewinder, Sparrow, High Speed Anti-Radiation Missile (HARM), Standoff Land Attack Missile (SLAM), SLAM Expanded Response (ER) Tomahawk, Advanced Medium Range Air to Air (AMRAAM) Cruise Missile, Standard Missile, Gun Systems, Launch Platforms, Parachute Systems, Bombs/Rockets and Rack Systems, Aerial Target Systems, and Propulsion Systems.

APPLICABLE DOCUMENTS

Government documents. The following documents are typical documents that apply as guidance to the work under this contract. Specific documents governing the work to be performed will be specified in each task order.

INSTRUCTIONS

SECNAV

5000.2B, Implementation of Mandatory Procedures for Major and Non-Major Defense Acquisition Programs and Major and Non-Major Information Technology Acquisition Programs, 12/6/96

DIRECTIVES

DOD

5000.1 Defense Acquisition Management Policies and Procedures, Administrative Reissuance Incorporating Change 1, May 21, 1999

5000.2-R Change 3, Mandatory Procedures for Major Defense Acquisition Programs (MDAPs) and Major Automated Information System (MAIS) Acquisition Programs, March 1996.

SCOPE

The Contractor shall furnish the necessary labor, equipment and material to provide:

- (1) System Engineering Services to encompass studies and evaluations associated with weapons system (and related items) effectiveness analysis, design adequacy, and related engineering support services including the design and evaluation of prototype hardware.
- (2) Test and Evaluation support for weapons systems and related items.
- (3) Technical Data Support including drafting, specification preparation, and related engineering support services.
- (4) Integrated Logistics Support for weapons systems and related items for each phase of the life-cycle.
- (5) Configuration Management for weapon systems and related items for planning, identification, control, and accounting.
- (6) Technical Data Management for engineering data identification, acquisition, tracking, maintenance, archival and retrieval, and data repository functions.
- (7) Management Support services in development of work breakdown structures, network analysis, training plans and materials; preparing presentation material, composition, typing, editing, technical writing, and illustrations.

Listed herein are the tasks to be performed under this contract. These tasks shall be performed in accordance with the requirements or standards listed in the task orders.

Task Index

- 1.0 SYSTEMS ENGINEERING SERVICES.
 - 1.1 Design Engineering.
 - 1.2 Design Review.
 - 1.2.1 Engineering Analysis.
 - 1.3 Product Assurance.
 - 1.3.1 Quality Systems Engineering Support.
 - 1.3.1.1 Quality Assurance Analyses.
 - 1.3.2 Reliability.
 - 1.3.2.1 Field Data Analyses.
 - 1.3.3 System Safety Engineering.
 - 1.3.4 Soldering.
 - 1.3.5 Maintainability.
 - 1.4 Systems Integration.
 - 1.5 Manufacturing Engineering.
 - 1.5.1 Manufacturing Technology.
 - 1.6 Human Engineering.
 - 1.7 Value Engineering.
 - 1.8 Electromagnetic Analysis.
 - 1.9 Production Engineering Analyses.
 - 1.10 Production Engineering Support and Evaluation.
 - 1.11 Operation Research Support.
 - 1.12 Physics Analyses.
 - 1.13 Failure and Field Performance Analyses.
 - 1.14 Chemical Analyses.

- 1.15 Control Systems Analysis.
- 2.0 TEST AND EVALUATION.
 - 2.1 Test Plans and Procedures.
 - 2.2 Test Data Review.
 - 2.3 Test Monitoring.
 - 2.4 Pre-Post Test Scenarios.
- 3.0 TECHNICAL DATA SUPPORT.
 - 3.1 Engineering Drawings and Drawing Maintenance.
 - 3.2 Producibility Data Reviews.
 - 3.3 Data Package Preparation.
 - 3.4 Technical Manuals.
 - 3.5 Specifications and Standards.
 - 3.6 Associated Documentation.
 - 3.7 Inspection and Acceptance Criteria Development.
 - 3.8 Procurement Specification Review.
 - 3.9 Inspection of Engineering Drawings.
 - 3.10 Document Review.
- 4.0 INTEGRATED LOGISTICS SUPPORT (ILS) AND LIFE CYCLE MANAGEMENT.
 - 4.1 Logistics Support Plans.
 - 4.2 ILS Detail Specifications.
 - 4.3 Logistic Support Analyses (LSA).
 - 4.4 Logistics Support Analysis and Review.
 - 4.5 Maintenance Planning.
 - 4.6 Maintenance Data Analyses.
 - 4.7 Depot Planning.
 - 4.8 Supply Support.
 - 4.9 Support Equipment.
 - 4.10 Technical Documentation.
 - 4.11 Computer Resources Support.
 - 4.12 Packaging, Handling, Storage, & Transportation.
 - 4.13 Manpower and Personnel.
 - 4.14 Facilities.
 - 4.15 Design Interface.
 - 4.16 Logistic Review Group (LRG) Audit Support.
- 5.0 CONFIGURATION MANAGEMENT (CM).
 - 5.1 Configuration Management Planning.
 - 5.2 Configuration Identification.
 - 5.3 Configuration Control.
 - 5.4 Configuration Status Accounting.
 - 5.5 Configuration Audits.
- 6.0 TECHNICAL DATA MANAGEMENT SUPPORT.
 - 6.1 Data Identification.
 - 6.2 Data Acquisition.
 - 6.3 Data Tracking.
 - 6.4 Technical Data Maintenance.
 - 6.5 Document and Image Processing.
 - 6.6 Data Maintenance and Distribution.
- 7.0 MANAGEMENT SUPPORT SERVICES.
 - 7.1 Management Reports and Briefing Preparations.

- 7.2 Program Management Support.
- 7.3 Program Plans.
- 7.4 Program Status Reports.
- 7.5 Document Review.
- 7.6 Training.
- 7.7 Environmental Services.
- 7.8 Engineering Investigations/Technical Studies.
- 7.9 Cost Analysis.
- 7.10 Risk Assessment.

REQUIREMENTS. Work to be performed, required data deliverables, and applicable governing documents shall be specifically described in task orders to be placed against the contract by the Contracting Officer and shall be within the parameters of one or more of the general tasks listed below. This work may be performed on weapon systems (and related items); subsystems, equipment and components or any other assignments made to the NAWCWD and attached activities. As required by task order, the Contractor shall furnish all labor, facilities, material, and equipment except for that material, facilities, and equipment to be provided by the Government as Government Furnished Information (GFI), Government Furnished Material (GFM), Government Furnished Property (GFP), and Government Furnished Equipment (GFE). These support services may be applicable to any life cycle phase; i.e., Concept Exploration & Definition, Demonstration and Validation, Engineering & Manufacturing Development, Production & Deployment, Operations & Support, and Disposal. Software development is limited to that incidental to performance of technical tasks indicated herein.

The following paragraphs describe generic technical task areas to be performed by the Contractor in support of the NAWCWD and attached activities. A complete description of task requirements will be provided in each task order. It can be expected that a majority of technical tasks assigned will be of an intermittent, single task nature. However, assigned tasks may also include a variety of efforts taken from more than one of the technical tasking areas.

1.0 **SYSTEMS ENGINEERING SERVICES.** As specified by task order, the Contractor shall provide engineering and technical support for the design, development, test, evaluation and logistics for the procurement, production, maintenance, disposal (life cycle management) and related services for weapon systems. Engineering support may include prototype design, fabrication and testing, reverse engineering, test fixture design and prototyping, product assurance, systems integration, manufacturing engineering, human engineering, value engineering, electromagnetic analysis, and production engineering.

1.1 Design Engineering. As specified by task order, the Contractor shall develop and/or fabricate engineering design and production prototypes; modify original designs; identify and/or complete design validation testing; prepare technical data packages, prepare/review product assurance and safety requirements; prepare maintenance support documentation; review engineering changes, waiver and deviations for impact on design, performance, safety, and producibility; develop test equipment, tools, jigs and fixtures to support production acceptance, life cycle quality evaluation and maintenance of systems, subsystems, equipment, and components. Prototypes are defined as the first of a class or a series, any unit, fixture or equipment or group of equipment useful for in-service engineering support of weapon systems. This definition is not limited to one (1) item but is of sufficient quantity to validate the design. Exact numbers may vary and will be specified in the task order. Repair, change and/or modification may be required to perfect the design.

1.2 Design Review. As specified by task order, the Contractor shall review and evaluate weapon system designs provided as GFI to establish compliance with mission and other specified requirements. This includes, but is not limited to, analyses to identify potential impacts on performance, reliability, maintainability, user interface, logistics, schedule, and cost. The Contractor shall attend design review meetings as required by the task order. The Contractor shall provide a written evaluation of the design or design changes as specified by task order, along with supporting rationale after completing the analysis. Such reviews include, but are not limited to, the System Requirements Review (SRR), System Design Review (SDR), Production Readiness Review (PRR), Preliminary Design Review (PDR), Critical Design Review (CDR), Test Readiness Review (TRR), and the Formal Qualification Review (FQR).

1.2.1 Engineering Analysis. As specified by task order, the Contractor shall perform engineering analyses and studies for weapon systems development, production, and in-service support activities. Such analyses may include, but not be limited to, mechanical/structural, electrical/electronic, optical, thermal, or environmental analyses.

1.3 Product Assurance.

1.3.1 Quality Systems Engineering Support. As specified by task order, the Contractor shall provide Quality Systems Engineering support as may be specified by task order. With respect to weapon systems, platforms and associated equipment, this support may be tailored to any or all of the life cycle phases of the weapon systems, platforms. The quality requirements package will be derived from a list of requirements defined in the task order.

1.3.1.1 Quality Assurance Analyses. As specified by task order, the Contractor shall perform quality assurance analyses and prepare quality assurance planning documentation on weapon systems, as specified by task order and provide reports with recommendations and supporting data to the Government. These tasks shall include the assimilation of quality assurance data, preparation of quality assurance plans, evaluation of quality assurance data, and other related tasks as required by task order. As defined in the task order, the Contractor shall also attend quality assurance program reviews, record and report any discrepancies or problems, and formulate recommendations, along with their respective justifications, to resolve these discrepancies or problems.

1.3.2 Reliability. As specified by task order, the Contractor shall provide reliability support in areas such as, but not limited to, planning, requirements, analyses, testing, and parts engineering.

1.3.2.1 Field Data Analyses. As specified by task order, the Contractor shall support field and flight-tests and perform data analysis on weapon systems at NAWCWD sites or other locations defined. The Contractor shall identify existing Government sources of information, collect available maintenance data, analyze this data, identify trends or problems affecting mission requirements, and submit recommendations with associated rationale for changes to design or maintenance requirements to improve availability and performance. The Contractor shall use maintenance reporting systems that are currently operational within the Government as specified in the task order. If such systems do not meet task order requirements, the Contractor shall recommend changes or improvements to these systems for Government consideration.

1.3.3 System Safety Engineering. As specified by task order, the Contractor shall prepare system safety program plans, tracking procedures, hazard lists, hazard analyses, safety evaluation and testing plans and procedures, reports, safety-related Engineering Change Proposals (ECPs), and other safety and hazard engineering documents. As specified by task order, the Contractor shall evaluate and annotate system safety program plans, tracking procedures, hazard lists, safety evaluation and testing plans and procedures, reports, safety-related ECPs, and other safety and hazard engineering documents. The Contractor shall recommend changes to documents to more precisely define safety objectives and facilitate their translation into functional hardware and software. The Contractor may be required to attend System Safety Program Reviews and monitor Hazard Tracking and Risk Resolution efforts as specified by task order.

1.3.4 Soldering. As specified in the task order, the Contractor shall provide soldering technology support. This support may consist of research into soldering techniques, evaluation of Contractor soldering processes, and recommendations concerning soldering requirements.

1.3.5 Maintainability. As specified in the task order, the Contractor shall perform maintainability analyses and prepare maintainability planning documentation to include consideration of testability, maintainability, logic diagrams, functional schematic diagrams, human factors, formal test equipment analysis, mean-time-to-repair (MTTR), prediction and allocation, and support to maintenance engineering analyses (MEA).

1.4 Systems Integration. As specified in the task order, the Contractor shall identify and document data to ensure weapon system compatibility; identify and provide recommended solutions to interface problems; review and monitor system tolerances; perform system tests to assess performance, safety, operability, reliability and

maintainability; and review ECPs for impact on systems interface. The Contractor shall document all recommendations and annotate, with rationale and justification, all assumptions used to arrive at the recommendations.

1.5 Manufacturing Engineering. As required by task order, the Contractor shall review or prepare manufacturing procedures and/or processes for weapon systems. The Contractor shall perform manufacturing engineering and technology services that may include, but not be limited to, the following tasks:

- a. Design (manual and Computer Aided Design/Computer Aided Manufacture (CAD/CAM) of electrical/electronic, electro-mechanical or mechanical items.
- b. Equipment and facility requirement studies and planning.
- c. Production cost estimating.
- d. Product "make-or-buy" decision-making analysis.
- e. Production capability assessment studies and surveys.
- f. Production engineering.
- g. Production and/or process evaluation.
- h. Manufacturing process development.
- i. Development of CAD or CAD/CAM media.

1.5.1 Manufacturing Technology. As specified by task order, the Contractor shall review and analyze both Government and private sector manufacturing technologies and/or processes and document their application to weapon system acquisitions. In the event that the technologies and/or processes involve proprietary information, the Contractor will enter into a non-disclosure agreement with the manufacturer, if possible. The Contractor shall provide any assumptions made or rationale used in completing the analysis.

1.6 Human Engineering. As required by the task order, the Contractor shall prepare, or evaluate and annotate, human engineering program plans, analysis reports, test plans and procedures, and other human engineering related documentation. Evaluation shall be for compliance as specified in the task order. The Contractor shall check engineering drawings for design compliance with task order requirements, report discrepancies, and submit recommendations with supporting evidence for resolution. The Contractor may attend human engineering reviews and demonstrations, testing, and mockup or model reviews; record discrepancies; and formulate recommendations for resolution.

1.7 Value Engineering. As specified by task order, the Contractor shall evaluate procedures, processes, designs, and design changes for cost savings.

1.8 Electromagnetic Analysis. As specified by task order, the Contractor shall perform and document engineering analyses, studies, and testing concerning the areas of electromagnetic interference (EMI), electromagnetic compatibility (EMC), electromagnetic pulse (EMP), for weapon systems in accordance with task order. The Contractor shall provide reports with supporting rationale for any assumptions made during the preparation of these reports. Engineering investigations in this area may also include, but will not be limited to, the following additional topics and items:

- a. Mechanical and electronic packaging technology.
- b. Mechanical and thermal modeling.
- c. Item packaging and mounting technologies.
- d. Component design and integration.
- e. System, subsystem, equipment and component testing (electronic and mechanical).
- f. EMC Control Plans.
- g. EMC Test Plans/Test Reports.

1.9 Production Engineering Analyses. As specified by task order, the Contractor shall analyze production costs and manufacturing problems; review production changes, waivers, and deviations; attend quality assurance

audits and surveys; and identify problems and progress concerning production, costs, and product assurance. The Contractor shall survey advanced technology approaches to similar problems both in Government and the private sector and document recommendations. The Contractor shall provide a report in accordance with the requirements, which includes justification for all recommendations.

1.10 Production Engineering Support and Evaluation. As specified by task order, the Contractor shall ensure that sufficient data has been generated for weapon systems reproducibility and evaluate weapon systems manufacturing proposals in accordance with specifications delineated in the task order. The Contractor shall evaluate and develop procedures and acceptance criteria for test and evaluation, maintenance and logistics requirements, and manufacturing processes, methods, and technologies incident to development and initial production for new weapon systems, and major modification or improvement programs for existing weapon systems.

1.11 Operation Research Support. As specified by task order, the Contractor shall construct, modify and/or perform statistical and/or analytical investigations of, and with, mathematical simulation models. This support may include, but not be limited to, aerodynamic modeling, tactics investigation through simulation, establishment of optimization techniques, derivation of decision theories, development of inventory control models, conducting probability and statistical theories, and providing independent analytical assessments of weapon systems and other organizational structures. The Contractor shall perform and document requirements studies and hardware definitions, and participate, coordinate, and conduct field-testing as required by the task order.

1.12 Physics Analyses. As specified by task order, the Contractor shall plan, execute, analyze, interpret and report the results of investigations on such items as missile seeker performance, kinetics, ballistics, atmospheric optics, smoke modeling, radiation transfer, light scattering, electro-optics and geometrical and physical optics.

1.13 Failure and Field Performance Analyses. As specified by task order, the Contractor shall investigate failures of weapon systems to isolate the causative defect and recommend to the Government possible corrective actions. The Contractor shall perform analyses of weapon system performance through an assessment of data generated during fleet maintenance, testing, or training exercises. The Contractor prepares technical system engineering reports defining weapon system performance based on laboratory test, simulation, flight test data, and analytical results. The analyses to be performed by the Contractor may include, but not be limited to, system performance data, simulation analysis of weapon systems engagement survivability maintenance data, mishap reports, and false rejection data.

1.14 Chemical Analyses. As specified by task order, the Contractor shall plan, execute, analyze, interpret and report the results of investigations on energetic compositions. These may include thermodynamics, energy transfer phenomena, solid-state mechanisms, molecular dynamics, kinetics, spectroscopy of energetic reactions, molecular synthesis, environmental studies, metallurgical analysis, or other chemical properties as defined by the task order.

1.15 Control Systems Analysis. As specified by task order, the Contractor shall derive, update, validate and maintain mathematical models of weapons systems required for stability and response analyses. Assist in the development, implementation, modification and validation of 3-DOF and 6-DOF trajectory simulations and hardware-in-the-loop simulations for specified weapon systems. The Contractor shall propose requirements for pre-flight checkout of weapon systems, and assist in analysis of data obtained during flight test.

2.0 **TEST AND EVALUATION.** As specified by task order, the Contractor shall test and evaluate weapon systems both locally and at other test sites and locations. Tasks will include, but not be limited to, routine repair and testing; in-line repair and testing; preparing inputs for test plans; developing and reviewing test plans and procedures; conducting or monitoring weapon system testing; adjusting units under test; analyzing performance results and test results; determining valid recommendations and conclusions based on test data; and preparing formal reports. The Contractor shall submit evaluations along with the rationale for these evaluations to the Government.

2.1 Test Plans and Procedures. As specified by task order, the Contractor shall develop or evaluate and provide comments on test plans and procedures originated by other agencies or Contractors provided as GFI. Evaluation of plans and procedures shall be for compliance with specified requirements, for adequacy to demonstrate or control weapon system quality and performance, and for ease of implementation. The Contractor shall submit an evaluation report on the adequacy of such plans and provide rationale and assumptions made. The Contractor shall provide inputs to detailed test procedures implementing test plan requirements in areas that may include, but not be limited to, laboratory, captive and free flight tests, environmental and biological hazard analysis, radiographic procedures, chemical procedures, electronic and electrical procedures, explosive component procedures, mechanical and hydraulic procedures, and thermal procedures.

2.2 Test Data Review. As specified by task order, the Contractor shall review and analyze weapon system test data and perform pre-test methodology analyses in the following categories:

- a. Development tests and evaluations.
- b. Operational tests and evaluations.
- c. Production acceptance tests and evaluations (qualification, production acceptance, and factory and Government acceptance).
- d. Other testing.

The Contractor shall formulate recommendations, with justification, to correct any weapon system performance, quality, maintenance, or problems impacting mission. The Contractor shall recommend improvements, with justification, to design, configuration, materials, construction, or other criteria, as specified by task order.

2.3 Test Monitoring. As specified by task order, the Contractor shall attend tests performed at both Government and private test sites to review the appropriate test requirements, provide analytical support during testing and procedures, monitor the test being conducted, and document the test results. Monitoring may require the use of special test and measuring equipment. The Contractor shall ensure test procedures are approved and followed, and that discrepancies occurring during test are documented and corrected in accordance with approved test plans and resolved in accordance with specified requirements. The Contractor is authorized to make recommendations only; acceptance and signing of acceptance documents are limited to the Government.

2.4 Pre-Post Test Scenarios. As specified by task order, the Contractor shall provide pre and post-test computer simulations of expected system performance in test scenarios. Develop test exercise geometry and constraints necessary to implement test scenarios.

3.0 **TECHNICAL DATA SUPPORT.** As specified by task order, the Contractor shall develop technical data packages, review such packages (furnished as GFI) for technical accuracy, prepare subsequent changes for inclusion to the data package, make recommendations for changes with supporting rationale, and upon approval by the Government, incorporate the changes in the technical data package. The Contractor shall evaluate the changes for their immediate or potential impact upon the data package. Delivered data packages shall comply with the requirements specified by the task order. A task order may require that a specific application software package be used to generate the data (e.g. AutoCAD, ComputerVision CADD5 4X or Theda, Interleaf, or Arbortext). It may require compliance with the Computer-aided Acquisition and Logistics Support (CAL5) Initiative, with the data to be delivered in one or more of the following formats: Standard Generalized Mark-up Language (SGML), Initial Graphics Exchange Specification (IGES), Computer Graphics Metafile (CGM), or International Consultative Committee on Telegraphy and Telephony (CCITT-4).

3.1 Engineering Drawings and Drawing Maintenance. As specified by task order, the Contractor shall prepare or modify engineering drawings and associated lists to meet the requirements of the task order. The Government will provide, as GFI, change descriptions, drawing originals, models, or rough-draft sketches. Task orders will specify the required format of the drawings. Prior to delivering completed drawing packages, the Contractor shall inspect each new or modified drawing to ensure compliance with task order.

3.2 Producibility Data Reviews. As specified by task order, the Contractor shall review and provide comments on technical data packages for associated product reproducibility in accordance with task order. The Contractor shall examine the data packages for compliance with part specifications, dimensioning and tolerancing, manufacturing processes, quality assurance procedures (including tests and inspections), proprietary parts or processes, and drawing practices as specified by task order.

3.3 Data Package Preparation. As specified by task order, the Contractor shall prepare a data package to meet the requirements of task order. The Contractor shall review Government furnished technical data and verify completeness, identify missing or incomplete data, and bring drawing standards into compliance with the requirements of the task order. The Contractor shall recommend specifications, performance thresholds, suitable military specifications of components in the Navy supply system, methods of testing, cleaning, inspection, and packaging to meet the specifications of the task order and provide the Government with the rationale for making such recommendations. If deemed necessary by the Government, the associated equipment will be supplied to the Contractor, as GFE, to enable him to complete the task to the requirements specified in the task order. Before acceptance by the Government, the technical data package shall meet the criteria specified by task order.

3.4 Technical Manuals. As specified by task order, the Contractor shall prepare new, revised, or changed technical manuals for weapon systems to comply with the requirements of task order. The Contractor shall prepare and deliver technical manuals to the Government in camera-ready format, digital format, and/or other format as specified in the task order.

3.5 Specifications and Standards. As specified by task order, the Contractor shall prepare specifications or standards.

3.6 Associated Documentation. As specified by task order, the Contractor shall prepare, utilizing GFI, various technical documentation to support systems and programs managed by NAWCWD. This documentation shall include, but will not be limited to weapon systems user guides, application notes, installation drawings and checkout procedures, technical directives, and technical bulletins. The Contractor shall ensure that the resulting documentation is accurate and complies with the technical source information. The original source data may not be in the format required for the final product specified by the task order.

3.7 Inspection and Acceptance Criteria Development. As specified by task order, the Contractor shall prepare and deliver a plan with inspection procedures and acceptance criteria for technical data package inspections to meet the applicable provisions of the task order and provide supporting rationale for each inspection and acceptance element.

3.8 Procurement Specification Review. As specified by task order, the Contractor shall review top level specifications prepared for weapon system procurements. The Contractor shall analyze the Government's operational requirements for a weapon system and compare the requirements to requirements specified in the task order. Any differences (omissions or inclusions) shall be submitted as a report to the Government. Assumptions and/or rationale supporting the findings shall be included.

3.9 Inspection of Engineering Drawings. As specified by task order, the Contractor shall review engineering data packages describing configuration items acquired by the Government. The Contractor shall provide the requisite engineering expertise to review these data packages to determine their acceptability to the Government. This determination of acceptability by the Contractor shall assess the accuracy and adequacy of the data package, its compliance with specified requirements, its suitability for the purpose of the classification specified by the Government, and that it meets the requirements of the specified classification of the task order. The Contractor, as specified by the task order, shall take into consideration the equipment life-cycle cost, mission, contract requirements, and other data provided as GFI in conducting the review. The Contractor shall identify and document any aspects of the data package not meeting Government requirements and shall document the rationale for all determinations made on the issues listed above or as otherwise listed by the task order.

3.10 Document Review. As specified by task order, the Contractor shall review and analyze the Contract Data Requirements List (CDRL) items delivered by Government Contractors. The Contractor shall provide analyses

and written recommendations, with supporting evidence for the recommendations, regarding Government acceptance of these deliverables, taking into consideration requirements provided as GFI. The Contractor may be required to accomplish this review and evaluation at the vendor's facility and prepare all documentation in accordance with specifications identified in the task order.

4.0 INTEGRATED LOGISTICS SUPPORT (ILS) AND LIFE CYCLE MANAGEMENT. ILS management and technical services shall be performed by the Contractor for each of the logistic elements defined in the task order. The Contractor shall analyze program support requirements to ensure that all requirements for ILS and each phase of the life cycle planning adequately reflects known operational, design, and support requirements in accordance with current directives. The analysis shall include all areas of ILS needed for adequate assessment of ILS planning, implementation, contractual obligations, and performance. ILS planning shall be in accordance with applicable Life Cycle Phase and Milestone Review requirements as specified in the task orders.

4.1 Logistics Support Plans. As specified by task order, the Contractor shall generate, review, and maintain logistics support plans, such as, but not limited to, Integrated Logistics Support Plans (ILSP) or Operational Logistics Support Plans (OLSP). ILS planning shall be in accordance with task order. As specified by task order, the Contractor shall generate, review, and maintain Operational Logistics Support Summaries (OLSS). All efforts shall address the standard elements of ILS. Logistics planning elements may be broken out and assigned as separate tasks by task order.

4.2 ILS Detail Specifications. As specified by task order, the Contractor shall review and annotate Weapons System Acquisition Plans for complete ILS requirements by Life Cycle Phase, and consolidate and incorporate these identified requirements into an ILS Detail Specification for the system, identifying specific Program Phase requirements. The ILS Detail Specification shall quantify support systems performance parameters and constraints necessary to achieve readiness objectives at the least cost. Upon approval of the ILS Detail Specification by the Government, the Contractor shall review and assess the acquisition package to ensure inclusion of all ILS requirements.

4.3 Logistic Support Analyses (LSA). As specified by task order, the Contractor shall perform a systematic and comprehensive logistic support analysis on an iterative basis through all phases of the weapon system life cycle to satisfy supportability objectives. The level of detail of the analyses and the timing of task performance shall be tailored to each system and shall be responsive to program schedules and milestones. The LSA process shall conform to the requirements specified in the task order. The Contractor shall establish configuration control procedures over LSA documentation updates to ensure proper coordination among other system engineering programs, the LSA program, and the development of ILS documents using LSA data. The logistics support analysis record (LSAR) is a subset of LSA documentation; LSAR data elements shall conform to the requirements specified in the task order.

4.4 Logistics Support Analysis and Review. As specified by task order, the Contractor shall perform assessments of the conduct and content of the Logistics Support Analysis program with associated data and products for weapon systems. These assessments shall ensure conformance to the task order requirements and the results of technical analyses in the following areas: Design, Reliability, Maintainability, Human Engineering, Standardization, Safety, Packaging, Handling, Storage, Transportation, Cost and Time Factors, as well as the LSA/Design Interface. In addition, the Contractor shall assess the utilization of the LSA data base as the sole source of all logistics requirements determinations, logistics and design impact tradeoffs, and level of repair and maintenance plan analysis input data. All findings and recommendations shall be documented with supporting information.

4.5 Maintenance Planning. As specified by task order, the Contractor shall, using GFI, perform engineering analyses or technical assessments of maintenance concepts and plans in accordance with task order. The maintenance concept and specific logistic support resources required at each maintenance level shall be examined to ensure the plan is consistent with overall mission requirements. The Contractor shall prepare and submit a report on this analysis with respect to mission requirements, and shall provide recommendations as to any modifications and shall provide supporting information and rationale. Analysis shall include complete operational scenarios and consider factors related to mission definition factors, life-cycle, utilization requirements, effectiveness factors for operational, maintenance and support data and environmental considerations as specified by task order, the

Contractor shall, using GFI, prepare maintenance plans for specified systems and perform Logistics Support Analyses (LSA) in accordance with task order, Failure Modes Effects and Criticality Analysis and Level of Repair Analyses (LORA) in accordance with task order

4.6 Maintenance Data Analyses. As specified by task order, the Contractor shall collect maintenance data with respect to reliability and maintainability for weapon systems. The Contractor shall provide the results of this analysis and shall include, but not be limited to, Mean Time Between Failure (MTBF), validation plan for MTBF calculations, replaceable item failure rates, and Operational Availability in accordance with task order.

4.7 Depot Planning. As specified by task order, the Contractor shall prepare plans for the development and formal certification of maintenance depots and designated overhaul points as specified in the task order. Each plan shall define how certification will be performed, the participants and their responsibilities, schedule milestones, and shall contain the depot technical and maintenance overhaul and repair standards, control manuals, work instructions, and other published technical data used by technicians during overhaul and repair of equipment. Review shall be for compliance with requirements specified in the task order. As specified by task order, the Contractor shall record results of depot and DOD certification audits and prepares reports for the Government.

4.8 Supply Support. As specified by task order, the Contractor shall review and/or produce Provisioning Technical Data (PTD). The Contractor shall produce and update Program Support Data (PSD) sheets for weapon systems as specified by task order. The Contractor shall review Source, Maintenance, and Recoverability (SM&R) codes for applicability and accuracy and provide the results of that review, including supporting information, as to any recommended changes. The Contractor shall review Allowance Parts Lists (APL), Allowance Equipage Lists (AEL), and Allowance Requirements Registers (ARR) and reconcile these with weapon system technical data.

4.9 Support Equipment. As specified by task order, the Contractor shall review, analyze, and produce requirements and associated lists for test and support equipment. The reviews and analyses shall include reviews of the LSARs to ensure all requirements for support and test equipment have been minimized (variety and quantity), that considerations for general or special purpose support equipment have been fully supported, that the selection process is based on cost effectiveness, and that reliability and maintainability features of the support equipment are compatible with the prime system, subsystem, equipment, or component.

4.10 Technical Documentation. As specified by task order, the Contractor shall develop and review technical manuals, operations and maintenance procedures and associated elements for compatibility with LSA data.

4.11 Computer Resources Support. As specified by task order, the Contractor shall develop and review requirements for all embedded or associated computer equipment, components and software. The Contractor shall review and assess software changes for impact on logistics support and review life-cycle management plans which address the scope and purpose of computer resources support for impact upon interchangeability, producibility, and standardization.

4.12 Packaging, Handling, Storage, & Transportation. As specified by task order, the Contractor shall perform reviews, analyses, evaluations, and planning for packaging, handling, storage, and transportation considerations. Such analyses, reviews, and planning shall consider, but not be limited to, adequacy of levels of protection, preservation, container design, functionality, re-usability, and marking. The Contractor shall conduct analyses in the areas of handling equipment, storage considerations, and transportability issues and make recommendations along with the supporting rationale for those recommendations to the Government.

4.13 Manpower and Personnel. As specified by task order, the Contractor shall develop, maintain, and implement manpower and personnel requirements resulting from Logistic Support Analyses in accordance with GFI. The Contractor shall identify necessary quantity and skill levels for personnel requirements compatible with the complexity of operational and maintenance tasks specified by task order.

4.14 Facilities. As specified by task order, the Contractor shall identify facility requirements necessary for weapon systems operation and maintenance. This identification shall include consideration of space, volume,

capital equipment, utilities, temperature, humidity, storage, shelf space, facility environment, and related issues concerning the facility's overall mission and operational requirements.

4.15 Design Interface. As specified by task order, the Contractor shall conduct technical assessments of the LSA process for systems, subsystems, equipment, or components to ensure completeness, accuracy, and conformance to specified requirements. The assessment shall document, with supporting information and justification, the results of technical analyses in total system logistic support, physical configuration, transportability, accessibility, maintainability, Built in Test/Built in Test Equipment (BIT/BITE), interchangeability, criticality, standardization, human factors, component reliability, and the incorporation of changes defined by logistic considerations. The Contractor shall provide the Government with a report on this assessment to include any recommendations, changes, or corrections to the process and shall include supporting justification for each recommendation.

4.16 Logistic Review Group (LRG) Audit Support. As specified by task order, the Contractor shall assemble and/or review an LRG audit documentation package for established Defense Acquisition Board (DAB) Milestone LRG Audits or Program Reviews. The Contractor shall perform, prepare and/or review LRG audit action item tracking through close out, and required Approval for Limited Production (ALP), or Approval for Full Production (AFP) ILS documentation, in accordance with task order. The reviews shall identify any deficiencies in ILS planning for the weapon system, subsystem, equipment, or component and recommend corrective actions for these identified deficiencies and document all findings with supporting information for any recommendations made to the Government.

5.0 **CONFIGURATION MANAGEMENT (CM).** The Contractor shall develop specific elements of configuration management as specified by task order. All detailed requirements and CM tasks shall be performed in compliance with the requirements as specified in the task order. The task order may specify the use of Configuration and Data Management Support System (CADMSS), Configuration and Data Satellite (CADSAT), or some other equivalent system; the use of which may require certification by the Government.

5.1 Configuration Management Planning. As specified by task order, the Contractor shall review and/or develop configuration management plans. Plans shall be reviewed for editorial and technical compliance with the governing specification. The Contractor shall make recommendations with supporting rationale for changes from source material and specific program requirements provided as GFI.

5.2 Configuration Identification. As specified by task order, the Contractor shall define weapon system and related equipment baselines as appropriate to the life-cycle phase. Maintain adequacy and accuracy of documentation reflecting the configuration record consisting of CM plans, specifications, engineering drawings and associated lists, logic diagrams, flow charts, technical manuals, interface control documents, nomenclature, part and lot numbering, serialization, reference and type documentation and minutes of technical reviews.

5.3 Configuration Control. As specified by task order, the Contractor shall review and analyze requests for deviations and waivers to determine the effect on production, configuration identification, operation, and logistics. The Contractor shall also determine whether requests for minor deviations or waivers and Class II Engineering Changes are correctly categorized. The Contractor shall submit reports to the Government on all such reviews, documenting the results with any change recommendations and supporting rationale. The Contractor shall prepare Engineering Change Proposals (ECP), Engineering Change Orders, Notices of Revision (NOR), Specification Change Notices (SCN), and other documents as specified by task order. The Contractor's configuration management personnel shall attend configuration management audits to ensure that configuration management plans are acceptable and are in effect. The Contractor shall submit findings with supporting rationale. The Contractor shall prepare technical inputs for Configuration Control Board consideration.

5.4 Configuration Status Accounting. As specified by task order, the Contractor shall provide Configuration Status Accounting using configuration status accounting data systems. The Contractor may be required to modify existing software for the configuration status accounting systems. The accounting data system shall be as specified in the task order.

- 5.5 **Configuration Audits.** As specified by task order, the Contractor shall provide support to Government configuration audit teams, by verifying and documenting that Configuration Items (CI) and their configuration identification are accurate, complete (according to specified requirements), adequate to establish the product baseline, and compatible with the next higher level design documentation. Discrepancies and recommended corrective actions shall be documented according to procedures established by the audit team and submitted to the Government with the Contractor's justification for recommendations and evaluations.
- 6.0 **TECHNICAL DATA MANAGEMENT SUPPORT.** The Contractor shall provide Technical data management support in accordance with requirements set forth in task orders. These tasks encompass data management procedures in data record entry, reproduction, distribution, repository, drafting, specifications, reporting, and verification. Contractor courier services shall be limited to local distribution of technical data only.
- 6.1 **Data Identification.** As specified by task order, the Contractor shall review and document technical data requirements. The Contractor shall request data requirements from all program participants via data call, compile received data requirements, participate in data requirements reviews, and prepare final data requirements lists.
- 6.2 **Data Acquisition.** As specified by task order, the Contractor shall review delivered data items for form, content, adherence to schedule, correct distribution, and compliance with the Contract Data Requirements Lists (CDRLs) and Data Item Descriptions (DIDs). Prepare and submit problem and discrepancy reports.
- 6.3 **Data Tracking.** As specified by task order, the Contractor shall receive and record data on both management and engineering documents. The Contractor shall be responsible for the maintenance of the data management tracking system as specified in the task order.
- 6.4 **Technical Data Maintenance.** As specified by task order, the Contractor shall maintain data status changes in configuration and data management systems such as, but not limited to, CADMSS/CADSAT, AUTOSERD, or SERMIS. The Contractor shall receive, record, and input GFI documents, verify the data inputs, and return the documents for Government disposition. For existing systems, written operating instructions or desk book procedures may be provided with the task order. The Contractor shall attend working sessions to resolve problems in the areas of maintenance and operation of data management systems.
- 6.5 **Document and Image Processing.** As specified by task order, the Contractor shall microfilm or otherwise scan into databases (digital, CD-ROM, etc.) management and engineering documents furnished by the Government. The Contractor shall provide a data retrieval system to locate and reproduce the original documents. Written operating instructions or desk book procedures may be provided with the task order.
- 6.6 **Data Maintenance and Distribution.** As specified by task order, the Contractor shall provide the labor necessary to operate and maintain a Government data repository containing engineering data, including complete maintenance of GFE. The data consists of items such as engineering drawings, manuals, microfilm, aperture cards, specifications, standards, handbooks, directives, and other technical documents for which hard copy masters are to be retained. The Contractor shall receive documents, maintain an automated logging system such as the Engineering Data Management Information and Control System (EDMICS), with sequential numbering, copy each document on microfilm or other media as specified in the task order for protection, remove and release documents as requested, maintain a record of master and copy holders, provide reproduction and distribution, and perform other tasks as required by task order. Distribution tasks may include, but are not limited to, packaging, labeling, and mailing, or otherwise shipping single or multiple documents to single or multiple locations within or outside the Government. The Contractor may be provided written operating instructions or desk book procedures.
- 7.0 **MANAGEMENT SUPPORT SERVICES.** The Contractor shall provide technical and management non-personal support services in accordance with requirements set forth in individual task orders.
- 7.1 **Management Reports and Briefing Preparations.** As specified by task order, the Contractor shall compose, layout, edit, and proofread program reports, briefings, and presentations including draft and final versions. The Contractor shall be required to integrate text and graphics in these materials and submit the final version in the

format specified by the task order. As specified by task order, the Contractor shall prepare viewgraphs and 35-mm slides, exhibits, displays, plaques, awards and signs.

7.2 Program Management Support. As specified by task order, the Contractor shall provide project/program management support in the mission of developing and maintaining systems. This support shall include, but not be limited to, tasks in planning, organizing, and reporting, such as:

- Tentative Operation Requirements Papers
- Operational Requirements Papers
- Development Options Papers
- Meeting Minutes
- Work Unit Summaries
- Work Assignment Summaries
- Integrated Program Summaries
- Critical Path Networks
- Mission Needs Statements
- Work Breakdown Structures
- Network Analysis
- Training Plans
- Presentation Materials

7.3 Program Plans. As specified by task order, the Contractor shall analyze, make recommendations, provide rationale for the recommendations, and provide technical and administrative support in preparing assigned program plans. These plans will be requested on a project basis, with the type of plan differing according to the project.

7.4 Program Status Reports. As specified by task order, the Contractor shall prepare program status reports using GFI. These reports shall be in narrative form with graphics as appropriate to better define the information. They shall include basic program historical information, current status, and expected schedule of future events. The report format will be as specified in the task order.

7.5 Document Review. As specified by task order, the Contractor shall review and evaluate the program management data. The Contractor shall provide analyses and written recommendation, with supporting evidence, regarding Government acceptance, taking into consideration mission and other specified requirements.

7.6 Training. As specified by task order, the Contractor shall develop or review training plans. All findings and recommendations shall be documented with supporting information. The Contractor shall develop or review training materials and courses as specified in the task order and may be required to provide instructors for these courses. Training aids may include models, displays, films, and books.

7.7 Environmental Services. As specified by task order, the Contractor shall prepare, conduct analysis, review environmental impact statements and assessments for weapon systems and facilities. The Contractor shall provide written reports on findings with assumptions made and recommendations.

7.8 Engineering Investigations/Technical Studies. As specified by task order, the Contractor shall perform on-site engineering investigations to evaluate item reliability, maintainability, availability, logistics support, and configuration status in accordance with applicable drawing specifications and appropriate Integrated Logistics Support Plan and Configuration Management plans. The Contractor shall report the results of such investigations, along with recommendations and the basis for those recommendations, as specified in the task order. The Contractor shall perform engineering analysis and conduct technical studies to support research and development of systems engineering and test evaluation technology.

7.9 Cost Analysis. As specified by task order, the Contractor shall prepare independent cost estimates with detailed supporting schedules or perform cost estimate analyses and provide the Government with justification for any recommendations made.

7.10 Risk Assessment. As specified by task order, the Contractor shall prepare or review risk management plans and documents and provides comments and recommendations.

C-2 PERSONNEL

Personnel assigned to or utilized by the contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth in Attachment 3, and shall be fully capable of performing in an efficient, reliable, and professional manner. The Government will review resumes of the offeror's personnel for the purpose of establishing the proper classification. If the Government questions the qualifications or competence of any person performing under this contract, the burden of proof to sustain that person's qualifications shall be upon the offeror. The Contracting Officer's Representative is the Government official authorized to review and approve the personnel classification levels.

SECTION D Packaging and Marking

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D-TXT-01 PREPARATION FOR DELIVERY

Material shall be packed for shipment in such a manner that will be in compliance with the National Motor Freight Classification (NMFC) and/or the Department of Transportation (DOT), for acceptance by common carrier and safe delivery at destination.

D-TXT-04 CLASSIFIED MATTER

Classified matter, if applicable, will be packed and shipped in accordance with transmission instructions contained in the Industrial Security Manual for Safeguarding Classified Information and the DD Form 254 attached to this contract.

D-TXT-11 PACKAGING OF DATA (MAR 1996)

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

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	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY FULL TEXT

52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

52.246-3 INSPECTION OF SUPPLIES--COST-REIMBURSEMENT (APR 1984)

(a) Definitions.

"Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at a plant or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with performing this contract.

"Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may--

(i) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;

(ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or

(iii) Terminate the contract for default.

(2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the nonconformances are due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.

(j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.

(k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E-TXT-04 INSPECTION AND ACCEPTANCE (DESTINATION)

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

SECTION F Deliveries or Performance

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	POP 01-OCT-00 TO 30-SEP-05			Dest.	
0002				Dest.	
0003					

CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34 F.O.B. Destination	NOV 1991
252.247-7023 Transportation of Supplies by Sea	NOV 1995

CLAUSES INCORPORATED BY FULL TEXT

F-TXT-02 CONTRACT PERIOD OF PERFORMANCE (CONTRACT AWARD)

Any contract awarded as a result of offers submitted under this solicitation shall extend for five (5) years beginning on the effective date of the contract which is 1 October 2000 and ending 30 Sept 2005.

CONTRACTOR PERFORMANCE UNDER TASK ORDER (JAN 1992)

The contractor shall perform as set forth in task orders issued by the government. Notwithstanding the identification of particular labor categories and the associated man-hours for each labor category in the task order(s), the contractor may increase or decrease the man-hours for designated labor categories as deemed necessary in order to satisfactorily perform the task order. In no event, however, shall the contractor exceed the total amount of funds in the order, unless such amount is subsequently increased by modification.

F-TXT-10 DELIVERY OF DATA

Data shall be delivered per the schedules and the destinations listed in the Contract Data Requirements List, DD Form 1423, Exhibit A and Contracts Data Requirements List, DD Form 1423 incorporated into the individual task orders.

PLACE OF PERFORMANCE

The primary places of performance shall be NAWCWD, China Lake and Point Mugu, California, attached activities and other locations set forth in individual task orders and the associated contractor's facility(ies). For estimating purposes, offerors should assume that approximately 1/2 of the effort will be performed at China Lake and the balance at Point Mugu. Further, approximately 80% of the technical workforce will be assigned to NAWCWD China Lake/Point Mugu on-site work-spaces. The offerors should also assume that the Government provided work spaces include desk units, phones and the computer necessary to perform tasks.

F-TXT-08 PLACE OF DELIVERY/FOB DESTINATION

The articles to be furnished hereunder shall be delivered all transportation charges paid by the supplier to destination. The receiving office is open for deliveries Monday through Friday from 7:30 a.m. to 4:00 p.m.

Ship to: Receiving Officer, Code 822223D

Naval Air Warfare Center

Weapons Division

China Lake, CA 93555-6100

Mark for: Contract N68936-00-D-0055

Attn: Code 210000D

Further, delivery made in accordance with FAR 52.247-35 below as stipulated in individual task orders.

52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984)

(a) The term "f.o.b. destination, within consignee's premises," as used in this clause, means free of expense to the Government delivered and laid down within the doors of the consignee's premises, including delivery to specific rooms within a building if so specified.

(b) The Contractor shall--

- (1)(i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

SECTION G Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

CLIN 0002	ACCOUNTING AND APPROPRIATION DATA		
AA:	97X4930 NH2C 000 77777 0 068936 2F 000000	COST CODE	
AMOUNT:	\$1,000,000.00	009102AA1L00	
FUNDING	JOB ORDER NO	PURCHASE REQUEST	FUNDS TYPE
ACRN: AA	R7D00MC123	N60530-9102-AA1L	NWCF

CLAUSES INCORPORATED BY REFERENCE:

G-NSTD-01 Progress And Status Report, Level Of Effort Contracts OCT 1994

CLAUSES INCORPORATED BY FULL TEXT

G-TXT-04 APPOINTMENT OF ORDERING OFFICER(S)

(a) The following activity(ies) or individual(s) is/are designated as authorized Ordering Officer(s):

Name: Debra Zamarron
 Code: 210000D
 Address: 1 Administration Circle
 China Lake, CA 93555-6100
 Phone: (760) 939-9658
 E-mail: zamarronda@navair.navy.mil

G-TXT-01 ATTENTION! E-MAIL ADDRESS REQUIRED FOR DISTRIBUTION

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: *

*To be completed at contract award.

G-TXT-07 PAYMENT ADDRESS

Payment under this contract shall be sent to the following address:

Sverdrup Technology, Inc.

{ b (4) }

Electronic funds transfer:

{ b (4) }

G-TXT-06 SECURITY ASSIGNMENT

DIS, Pacific Region, Southern Sector, 1 World Trade Center, Suite 622, Long Beach, CA 90831-0622, is hereby assigned administrative responsibility for safeguarding classified information.

G-TXT-08 CONTRACT AUDIT OFFICE

Contract Audit will be performed by:

Defense Contract Audit Agency
Nashville Branch Office
1321 Murfreesboro Pike, Suite 302
Nshville, TN 37217-1337

G-TXT-09 CONTRACT ADMINISTRATION

(a) The below listed Contract Administration Services component is designated the Contract Administration Officer (CAO) for this contract in the performance of certain assigned contract administration functions for the Principal Contracting Officer (PCO) in accordance with FAR 42.202(e). The Administrative Contracting Officer (ACO) assigned responsibility for administration of this contract by the above designated CAO will advise the Contractor of any necessary instructions and procedures to be followed in dealing with any applicable Government office(s) or individuals. All questions and communications concerning contract administration shall be directed to or via the ACO except under certain circumstances as authorized by him/her (Winnie S. Renta, Contracting Officer, NAWCWD, China Lake, CA 93555.

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

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME- AND-MATERIAL, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) - ALT II (DEC 1996)

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

(b)(i) In accordance with DFARS 242.803(b)(i)(C), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the contractor to submit interim vouchers directly to paying officer. This authorization does not extend to the first and final invoices, which shall be submitted to the contractor auditor at the following address:

Defense Contract Agency
San Fernando Valley Branch
6230 Van Nuys Blvd
Van Nuys, CA 91401-2781

A copy of every invoice shall also be provided to the individual listed below, at the address shown, (if completed by the contracting officer):

_____ Code 21000D

In addition, a copy of the final invoice shall be provided to the Administrative Contracting Officer (ACO).

(ii) Upon written notification to the contractor, DCAA may rescind its authorization for the contractor to submit interim invoices directly to paying officers. Upon receipt of such written notice, the contractor shall immediately begin to submit all invoice to the contract auditor at the above address.

(iii) Notwithstanding (i) and (ii), when task orders are applicable, invoices shall be segregated by individual order and submitted to the address(es) specified in the order.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 14 calendar days between performance and submission of an interim payment invoice.

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

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)

- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procurement activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",
X is required only with the final invoice or applicable as specified in the individual task order.
- (f) A Certificate of Performance
X is not required
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

G-TXT-20 CRITICAL INVOICE/VOUCHER SUBMISSION INFORMATION (FEB 1997)

In order for invoices/vouchers to be properly processed for payment they must be submitted by the DCAA auditor or the Contractor, if direct submission has been authorized by DCAA, to the following office:

Naval Air Warfare Center Weapons Division
Cost Accounting, Code 761500D
1 Administration Circle
China Lake, CA 93555-6100

This office will then forward the invoices/vouchers to the payment office for payment. Failure to submit them to the above specified office could result in a delay in payment.

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000	Postaward Conference	DEC 1991
5252.243-9504	Authorized Changes Only By The Contracting Officer	JAN 1992
H-NSTD-18	Year 2000 Warranty - Non-Commercial Supply Items	DEC 1998

CLAUSES INCORPORATED BY FULL TEXT

5252.222-9500 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (OCT 1994)

A Service Contract Act (SCA) wage determination has been requested from the U.S. Department of Labor. Until receipt of a wage determination, Attachments 3 and 4 (wage determination in the existing RFP) will be applicable to this contract. If a new wage determination is received prior to contract award, it will be incorporated by amendment to this solicitation.

5252.237-9501 ADDITION OR SUBSTITUTION OF PERSONNEL (SERVICES) (NAVAIR) (MAR 1999)

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

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

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

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

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

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

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the

Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

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

5252.209-9510**ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES) (JUL 1998)**

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

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

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

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

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

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

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

(2) "Non-developmental items" are as defined in FAR 2.101.

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

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

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

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

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

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

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

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

(e) Contracting restrictions.

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 2 years after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of 2 years after the terms of this contract. (FAR 9.505-2(a)(1))

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

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

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

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense 2 years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

(7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or

services, or the products or services of another firm or which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

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

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

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

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (APR 1998) ALT I (APR 1998) (NAVAIR)

(a) Definition. Government production and research property, as the term is used herein, shall consist of special tooling to which the Government has title or the right to acquire title, Government-owned special test equipment and Government-owned facilities as each term is defined respectively in FAR 45.101 and 45.301.

(b) Authorization to Use Government Production and Research Property, Material, and Agency Peculiar Property Currently Covered by Government Contracts Without Rental Charge in Performing this Contract. Government production and research property, material, and agency peculiar property covered by the following listed Government contracts on the effective date of this contract is hereby authorized for use on a rent-free, non-interference basis in the performance of this contract and sub-contracts of any tier issued hereunder:

Contract No(s): [list the contract number(s) which cover Government property to be provided without rental charge, or put "None"]

(c) Authorization to Use Government Production and Research Property and Agency Peculiar Property to be Provided Under this Contract Without Rental Charge in Performing this Contract. (This paragraph does not cover such property in possession of the contractor or his subcontractors on the date of award of this contract.)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government production and research property and agency peculiar property identified in (c)(2) through (c)(5) to the contractor. The contractor is hereby authorized to use, on a rent-free basis, said property in the performance of this contract.

(2) Special Tooling (as defined in FAR 45.101):

[Either list special tooling to be provided or put "None".]

(3) Special Test Equipment (as defined in FAR 45.101):

[Either list special test equipment to be provided or put "None".]

(4) Facilities (as defined in FAR 45.301 and DFARS 245.301):

[Either list facilities to be provided or put "None".]

(These facilities shall, when provided, become accountable under and be subject to that facilities contract, if any, in effect between the Government and the contractor or any of his subcontractors at the plant where they are to be located during performance of this contract.)

(5) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

[Either list agency peculiar property to be provided or put "None".]

The following terms and conditions shall be applicable to the agency peculiar property, if any, identified above:

(A) each item of agency peculiar property shall be identified by its Federal Item Identification Number and Government Nomenclature;

(B) the agency peculiar property shall be accounted for under this contract; and

(C) upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(d) Government Material and Agency Peculiar Property to be Furnished Under this Contract. (This paragraph covers Government-owned material and agency peculiar property furnished to the contractor for (A) consumption in the course of manufacture, testing, development, etc., or (B) incorporation in items to be delivered under this contract, e.g., Master Government-Furnished Equipment List (MGFEL).)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government-owned agency peculiar property and material identified in (d)(2) and (d)(3) to the Contractor. The Contractor is hereby authorized as appropriate, (A) to consume the material identified in (d)(2) and the agency peculiar property identified in (d)(3) in performing this contract or (B) to incorporate such material and agency peculiar property in articles under this contract.

(2) Material (as defined in FAR 45.301):

[Either list material to be provided or put "None".]

Requisitioning Documentation: Contractor access to the federal supply system is permitted only when the material as well as the quantity is identified in the above paragraph. The contractor shall prepare requisitioning documentation for the above material in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1-M, Chapter 11 and NAVSUP Publication 437 as revised by DoD AMCL 1 A guidance. The contractor must submit all requisitions for Government Furnished Material (GFM) from the supply system to the Material Control Activity (MCA) specified in Section G of this contract. Upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(3) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

[Either list agency peculiar property to be provided or put "None".]

The terms and conditions made applicable to agency peculiar property in (c)(5) shall be applicable to the agency peculiar property, if any, identified above.

(e) Government Installations to be Made Available Under this Contract. (This paragraph covers Government installations, or portions thereof, to be made available to a contractor but not transferred to his possession - for example, test centers, wind tunnels, aircraft fields, as well as buildings, furniture or equipment. Instructions may be needed to establish ground rules or plans governing availability of installations.)

(1) The Government hereby agrees to make available hereunder on a rent-free, non-interference basis for performing this contract the Government installations, or portions thereof, identified in (e)(2) in accordance with standard operating procedures and priorities unless otherwise specified in the Schedule. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to these installations.

(2) Installations.

[Either list installations to be provided or put "None".]

(f) Bailed Property to be Used Under this Contract. (This paragraph will not obviate the need to set forth in this contract the terms of the project agreement as required by the pertinent bailment agreement.)

(1) The bailed property identified in (f)(2) is hereby authorized for use on a rent-free basis in the performance of this contract. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to this bailed property.

		Bailment Agreement Under which Accountable
(2) Description	Serial Number	

[Either list bailed property to be provided or put "None".]

(g) This clause shall in no event be construed to authorize rent-free use of any property identified above for any effort other than that called for under this contract.

(h) Installation Cost. The estimated cost, and fee, if any, of this contract makes full allowance for all costs to be incurred under this contract for the adaptation and installation of the property identified in this clause.

(i) Installation. Government production and research property, other than foundations and similar improvements necessary for the installation of special tooling, special test equipment, and plant equipment, as defined in FAR 45.101, shall not be installed or constructed on land nor owned by the Government in such fashion as to be non-severable unless authority is granted by the Contracting Officer cognizant of the contract under which the property is provided in accordance with FAR 45.309.

(j) Limitation: This clause does not authorize the contractor to acquire any property for the Government.

(k) The contractor represents that the price and delivery schedule of this contract have been established in reliance on the Government granting the authorization in (b), (c), (d), (e) and (f), and that no charge has been included in this contract for use of the property as authorized above.

(l) Whenever the Contracting Officer authorizes or makes available the use, on a rent-free basis, of additional Government production and research property or other Government property in the performance of this contract or subcontracts of any tier under this contract, the contract will be equitably adjusted in accordance with the procedures provided for in the Changes clause.

(m) If the Government production and research property or other Government property authorized or made available above is decreased by the Government, the contractor will be entitled to an equitable adjustment to the terms of this contract in accordance with the procedures provided for in the Changes clause hereof, as a result of such decrease; provided, however, that if any such decrease is due to the failure of the contractor or his subcontractors of any tier under this contract to fulfill their respective obligations either with respect to the Government property or with respect to the work such property is to be used to perform, the Contracting Officer will take such circumstances into account in establishing the equitable adjustment.

(n) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

H-NSTD-07 DD FORM 1662, DoD PROPERTY IN THE CUSTODY OF CONTRACTORS

Contractors who have Government Property in their custody shall report on revised DD Form 1662 "DoD Property in the Custody of Contractors" dated Dec 93 (DFARS 245.505-14). The contractor shall report all Contractor Acquired Property as defined in FAR Part 45. A completed DD Form 1662 shall be furnished to the Contracting Officer for this contract, in addition to the copy provided to the Property Administrator (if assigned), no later than October 31 of each year.

H-NSTD-08 GOVERNMENT PROPERTY RECEIVED BY THE CONTRACTOR WITHOUT CONTRACTUAL COVERAGE

The purpose of this clause is to contractually implement provisions of FAR 45.502:

(a) Upon award of this contract, the Contractor's Government Property Administrator shall ensure that the requirements of this provision are incorporated into the contractor's Government Property Procedures, and shall provide a copy of the procedures, showing compliance, to the Government Property Administrator and the Contracting Officer.

(b) When the Contractor's Government Property Administrator discovers any Government Furnished Property to be in the possession or control of the contractor, but not provided under the Special Provision of this contract entitled "Government Property for the Performance of this Contract", the contractor shall promptly (1) record such property according to the approved property control procedure, (2) store the property in the contractor's approved Government Property storage area pending disposition instructions from the Government, and (3) furnish to the Government Property Administrator and Contracting Officer all known circumstances and data pertaining to its receipt and statements as to whether there is a need for its retention.

H-NSTD-09 WORK WEEK

(a) All or a portion of the effort under this contract shall be performed on a Government installation where the normal work week shall be Monday through Friday for all straight time worked. Alternate Fridays are not part of the normal work week for all work performed on-site at Naval Air Warfare Center Weapons Division. The majority of the Government offices at the above location will be closed on alternate Fridays. No deviation in the normal work week will be permitted without express advance approval in writing by the designated Ordering Officer with coordination of the using departments. Work on-site shall be performed during the normal work hours at that location unless differing hours are specified on the individual Delivery Orders.

(b) For purposes of scheduling personnel, the contractor is hereby advised that the Government Installation will observe the following holidays. The contractor is further advised that access to the Government installation may be restricted on these holidays.

NAME OF HOLIDAY	TIME OF OBSERVANCE
New Year's Day	1 January
Martin Luther King Jr's Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(c) In the event any of the above holidays occur on a Saturday, Sunday, or alternate Friday, then such holiday shall be observed by the contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(d) In the event the government employees are provided time off as a result of an Executive Order or an administrative leave determination applying to the using activity, the same Executive Order or administrative leave determination will apply to contractor employees. Such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

H-NSTD-19 NOTIFICATION OF CONTRACT USAGE

In order to most effectively employ the spectrum of service contracts available for support of NAWCWPNS, the Government reserves the right to unilaterally determine the most appropriate contractual vehicle to be utilized so long as the requirement is within the scope of the contract and the use of the contract is not contrary to law or regulation. In those cases where there is overlapping coverage between two or more service contracts the Government will make a unilateral determination as to which contract(s) should be used to best meet the Government's requirements. These determinations are not subject to the "Disputes" Clause of this contract. The only guarantee to the contractor is that the Government will place orders to meet the minimum specified separately herein.

H-TXT-02 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

(a) The Contracting Officer has designated:

NAME: Mike Cash
 CODE: 47AE00D
 MAIL ADDRESS: 1 Administration Circle
 China Lake, CA 93555-6100
 TELEPHONE NO. (760) 939-8481

E-MAIL ADDRESS cashmb@navair.navy.mil

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

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

(c) When, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing. No action will be taken by the Contractor under such technical instruction until the Contracting Officer has determined if such effort is within the contract scope, and, if not, has issued a contract change.

52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING (OCT 1999)

(a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

52.219-26 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--INCENTIVE SUBCONTRACTING (JAN. 1999)

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its offer to try to award a certain amount to small disadvantaged business concerns in the Standard Industrial Classification (SIC) Major Groups as determined by the Department of Commerce.

(b) If the Contractor exceeds its total monetary target for subcontracting to small disadvantaged business concerns in the authorized SIC Major Groups, it will receive 0 percent of the dollars in excess of the monetary target, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the offer, or the excess was caused by the award of subcontracts that had been planned but had not been disclosed in the offer during contract negotiations) Determinations made under this paragraph are not subject to the Disputes clause of this contract.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in subsection 15.404-4 of the Federal Acquisition Regulation.

SUBCONTRACTING REQUIREMENTS FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS

The contractor shall meet the following minimum goals for awards of subcontract(s) to and utilization of small business and small disadvantaged business concern(s):

a. At least thirty-three percent (33%) of the total Level of Effort delivered under the contract shall be subcontracted to small business concern(s) as defined by FAR 19.001.

b. At least ten percent (10%) of the total Level of Effort delivered under the contract shall be subcontracted to small disadvantaged business concern(s) as defined in FAR 19.001. The ten percent to be subcontracted to Small Disadvantaged Business concerns is included in the thirty-three percent total set aside for small business concerns in (a) above. (For example: If the maximum level of effort were to be delivered under the contract, a total of 511,500 hours should be subcontracted to small business concerns. Of the 511,500 hours, approximately 155,000 hours should be subcontracted to SDB concerns.)

c. In order to assure development of small business concerns, the work subcontracted to small businesses is required to be distributed between the three labor groups - Support Staff group, Specialist / Technician group, and Technical Staff (Scientist /Engineer) group - with not less than 20% of the subcontracted man-hours or dollars delivered in any one of these groups.

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

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

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

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

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

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of the Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government in these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

REIMBURSEMENT OF EMPLOYEE RELOCATION EXPENSES

- (a) In order for relocation expenses to be considered for reimbursement, a request must be approved in advance by both the Contracting Officer's Representative (COR) and the Ordering Officer (OO). The contractor shall submit a request which will include the prospective employee's qualification statement, a description of all employee search efforts conducted, a detailed list of relocation expenses and any additional data requested by the Government.
- (b) A separate report shall be prepared for each employee proposed to be relocated and shall include the following:
 - (1) Contractor name and request date.
 - (2) Contract Number
 - (3) Identification of the specific skills required by the task order which will be satisfied by the prospective employee
 - (4) Identification of the specific task order(s) to be supported by the prospective employee
 - (5) Description of the contractor's search efforts specifically addressing efforts to hire the required skills locally
 - (6) Location from which the prospective employee will be moving
 - (7) Detailed breakdown of all estimated relocation expenses.
 - (8) Total of estimated relocation expenses
 - (9) Employee Qualification Statement.
- (c) If an employee receives reimbursement under the contract, then leaves company employment (for reasons's under the individual's control) within 1 year of relocation, the contractor must reimburse the Government for all relocation costs paid unless prior approval has been obtained from the Government.

TRAINING COSTS

- (a) Employees are required to meet the personnel qualifications defined in the contract. The Government takes no responsibility for training that may be required to meet the contract qualifications.
- (b) The Government may require contractor personnel to attend training courses covering subjects directly applicable to the scope of this contract when such training is deemed necessary by the Government and is a direct charge to the task order.
- (c) The Government recognizes that advanced training is required to develop and maintain advanced technical expertise. Funding for training which is necessary for the accomplishment of effort in the unique aspects of the NAWCWD environment may be a direct charge to the applicable task order.
- (d) Training and related costs will be authorized by the Contracting Officer's Representative (COR) in advance.

- (e) If an employee terminates within six (6) months of training which occurred at Government expense, the cost of the training will be reimbursed to the Government by the contractor. If the task order is terminated, in part or totally by the contracting officer resulting in the termination of the employee, the cost of the training will be an allowable cost.

H-TXT-10 TRAVEL COSTS (SEP 1999)

(a) The Government will reimburse the contractor for the allowable travel costs incurred by the contractor in performance of the contract. Subject to the following provision:

(b) The government will reimburse contractor for contractor employees time spent traveling to or from remote work assignments. Reimbursement will include only actual travel during regular working hours Monday through Friday and corresponding hours on Saturday and Sunday.

LOCAL FACILITIES

(a) The contractor shall establish a facility located within 15 minutes of the main gate of NAWCWD, China Lake, CA and Naval Air Station Point Mugu, CA. These facilities shall meet the security requirements as outlined in the attachment (5) DD Form 254. Each facility proposed for use under the contract shall be reviewed and approved by the COR and the Contracting Officer prior to the establishment and usage of such facility.

(b) The contractor shall provide workspaces within the local facility for the contractor's administrative staff and approximately 20% of the contractor's technical staff. NAWCWD work spaces will be provided for the remainder of the technical workforce. Government-provided work-spaces include desk units and the computer equipment necessary for performance.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.215-14	Alt I Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper	JUN 1996
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.215-21	Alt II Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data- Modifications (OCT 1997)- Alternate II	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 1999
52.219-9	Small Business Subcontracting Plan	OCT 1999
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 1995
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-26	Equal Opportunity	FEB 1999
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.223-2	Clean Air And Water	APR 1984
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 1996

52.225-11	Restrictions On Certain Foreign Purchases	AUG 1998
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	MAY 1999
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-1	Authorization and Consent	JUL 1995
52.227-3	Patent Indemnity	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-25	Prompt Payment	JUN 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-3	Penalties for Unallowable Costs	OCT 1995
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.244-5	Competition In Subcontracting	DEC 1996
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	JAN 1986
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JAN 1997
52.248-1	Value Engineering	MAR 1989
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontractors Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	MAY 1999
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7026	Reporting Of Contract Performance Outside The United States	MAR 1998
252.225-7027	Restrictions on Contingent Fees for Foreign Military Sales	MAR 1998
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	OCT 1988
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.242-7004	Material Management And Accounting System	SEP 1996
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	NOV 1995

252.247-7024 Notification Of Transportation Of Supplies By Sea

NOV 1995

CLAUSES INCORPORATED BY FULL TEXT

52.211-5 MATERIAL REQUIREMENTS (OCT 1997)

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

"New" means previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

"Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

"Recovered" material means waste materials and by-products that have been recovered or diverted from solid waste including postconsumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Remanufactured" means factory rebuilt to original specification.

"Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials.

(b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, as defined in this clause.

(c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.

(e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, shall not be used unless the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulations (15 CFR 700).

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).

52.216-7 ALLOWABLE COST AND PAYMENT (APR 1998)

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

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

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

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

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

(B) Direct labor;

(C) Direct travel;

(D) Other direct in-house costs; and

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

(iii) The amount of progress and other payments that have been paid by cash, check, or other form of payment to the Contractor's subcontractors under similar cost standards.

(2) Contractor contributions to any pension or other postretirement benefit, profit-sharing, or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; provided, that the Contractor pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Contractor actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Contractor actually makes the payment.

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

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

(c) Small business concerns. A small business concern may be paid more often than every 2 weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though the concern has not yet paid for those items or services.

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

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

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

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (or longer, if approved in writing by the Contracting Officer), the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

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

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

(1) Shall be the anticipated final rates; and

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

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

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

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

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

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

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

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

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

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

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

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 Oct 2000 through 30 Sept 2005.

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

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

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 0 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$10,000,000.00;

(2) Any order for a combination of items in excess of \$25,000,000.00; or 3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 Sep 2005.

52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in 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 the period specified in the Schedule.

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

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 \$350,000 over five years 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. * To be completed at time of award.

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

52.232-20 LIMITATION OF COST (APR 1984)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that--

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

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

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75

percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

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

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

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

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of --

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

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

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of --

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

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

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

52.233-1 DISPUTES (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C.601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract

terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) Contractors shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from

(1) the date that the Contracting Officer receives the claim (certified, if required); or

(2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

52.233-3 PROTEST AFTER AWARD (AUG 1996) - ALT I (JUN 1985)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

(a) Notwithstanding any other clause of this contract--

(1) The Contracting Officer may at any time issue to the Contractor a written notice of intent to disallow specified costs incurred or planned for incurrence under this contract that have been determined not to be allowable under the contract terms; and

(2) The Contractor may, after receiving a notice under subparagraph (1) above, submit a written response to the Contracting Officer, with justification for allowance of the costs. If the Contractor does respond within 60 days, the Contracting Officer shall, within 60 days of receiving the response, either make a written withdrawal of the notice or issue a written decision.

(b) Failure to issue a notice under this Notice of Intent to Disallow Costs clause shall not affect the Government's rights to take exception to incurred costs.

52.244-2 SUBCONTRACTS (AUG 1998) ALT I (AUG 1998)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

- (1) Is of the cost-reimbursement, time-and-materials, or labor- hour type; or
- (2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404- 4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Aegir
Systems Applications and Technologies (SA-TECH)
Tessada and Associates

52.243-2 CHANGES--COST-REIMBURSEMENT (AUG 1987) - ALT I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) Definitions.

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

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

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

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O.11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1,1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.249-6 TERMINATION (COST-REIMBURSEMENT) (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if--

- (1) The Contracting Officer determines that a termination is in the Government's interest; or
- (2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.

(b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.

(c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.
- (6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government, and (iii) the jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (c)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(d) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(e) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(f) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.

(h) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay that amount, which shall include the following:

(1) All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue those costs as rapidly as practicable.

(2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (h)(1) of this clause.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.

(4) A portion of the fee payable under the contract, determined as follows:

(i) If the contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the contract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.

(ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Government is to the total number of articles (or amount of services) of a like kind required by the contract.

(5) If the settlement includes only fee, it will be determined under subparagraph (h)(4) of this clause.

(i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f), (h), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, the Government shall pay the Contractor (1) The amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) The amount finally determined on an appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.

(l) The Contractor and Contracting Officer must agree to any equitable adjustment in fee for the continued portion of the contract when there is a partial termination. The Contracting Officer shall amend the contract to reflect the agreement.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause-

(1) "Arising out of a contract with the DoD" means any act in connection with-

(i) Attempting to obtain;

(ii) Obtaining; or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving-

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly-

- (1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
 - (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.
- (e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as-
- (1) Suspension or debarment;
 - (2) Cancellation of the contract at no cost to the Government; or
 - (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify-
- (1) The person involved;
 - (2) The nature of the conviction and resultant sentence or punishment imposed;
 - (3) The reasons for the requested waiver; and
 - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)

(a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
 - (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
 - (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
 - (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
 - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
 - (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (c) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or a subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation; and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

SECTION J List of Documents, Exhibits and Other Attachments

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

TITLE	DATE	PAGES
Exhibit A – DD FORM 1423, Contracts Data Requirements List	24 Jan 2000	10
Attachment 1– Award Fee Plan	11 Jan 2000	10
Attachment 2 – Personnel Requirements	28 Mar 2000	9
Attachment 3- Register of Wage Determinations Under the Service Contracts Act (Kern County)	28 Feb 2000	11
Attachment 4 – Register of Wage Determinations Under the Service Contracts Act (Ventura County)	28 Feb 2000	9
Attachment 5 - DD Form 254, Contract Security Classification Specification **Not available electronically. You will need to request a copy be sent to you. Send your request to zamarronda@navair.navy.mil . Be sure to include your complete mailing address.	27 Oct 1999	27

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DD Form 1423-1,
JUN 90
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BE USED.

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4 of 9 Pages

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT A	C. CATEGORY TDP ___ TM ___ OTHER <u>X</u>
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D. SYSTEM/ITEM ENGINEERING SUPPORT SERVICES	E. CONTRACT/PR NO. RFP N68936-00-R-0004	F. CONTRACTOR
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1. DATA ITEM NO A004	2. TITLE OF DATA ITEM Delivery Order Award Fee Worksheet	3. SUBTITLE N/A
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4. AUTHORITY (Data Acquisition Doc. No) UDI-F-9 10C (See Block 16)	5. CONTRACT REFERENCE Contract Sections B and H	6. REQUIRING OFFICE NAWCWPNS Code 47AE00D
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY QRTLY	12. DATE OF 1st SUBMISSION 30DAC	14. DISTRIBUTION		
8. APP CODE N/A	See Block 16	11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION EOQ + 15 Days	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS

Block 4: Tailor DID as follows: Figure 1 of DID is a sample report format. Contractor Format is authorized, subject to Government approval by the NAWC technical office. Provided the information required by the DID is included.

Block 9: Use: "Distribution Statement B: Distribution authorized to U.S. Government Agencies only, proprietary information (24 Jan 2000). Other requests for this document shall be referred to Commander, Naval Air Warfare Center, Weapons Division (Code 47AE00D), 1 Administration Circle, China Lake, CA 93555-6100."

Block 14: Submit 1 hardcopy and 1 softcopy on CD (for NAWC 47AE00D) in an electronic format to be agreed upon between the Government and Contractor prior to delivery of data.

47AE00D	0	1	0
210000D	0	1	0
210000E	0	1	0
See Block 16			
15. TOTAL	0	3	0

3. PREPARED BY Naval Air Warfare Center, Weapons Division, Pt. Mugu, CA 93042-5001	H. DATE 1/24/00	I. APPROVED BY Kathryn A. Teasdale, DRRB	J. DATE 1/24/00
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DRAFT

DD Form 1423-1,
JUN 90

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

PREVIOUS
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Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.

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

D. SYSTEM/ITEM ENGINEERING SUPPORT SERVICES	E. CONTRACT/PR NO. RFP N68936-00-R-0004	F. CONTRACTOR
--	--	---------------

1. DATA ITEM NO A005	2. TITLE OF DATA ITEM Analysis of Payroll Hours	3. SUBTITLE See Block 16
--------------------------------	---	-----------------------------

4. AUTHORITY (Data Acquisition Doc. No) UDI-F-9 23B (See Block 16)	5. CONTRACT REFERENCE Contract Sections B and H	6. REQUIRING OFFICE NAWCWPNS Code 47AE00D
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY QRTLY	12. DATE OF 1st SUBMISSION 15DAC	14. DISTRIBUTION		
8. APP CODE N/A	See Block 16	11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION EOQ + 15 Days	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS

Block 4: Tailor DID as follows: Figure 1 of DID is a sample report format. Contractor Format is authorized, subject to Government approval by the NAWC technical office, Provided the information required by the DID is included.

Block 9: Use: "Distribution Statement B: Distribution authorized to U.S. Government Agencies only, proprietary information (24 Jan 2000). Other requests for this document Shall be referred to Commander, Naval Air Warfare Center, Weapons Division (Code 47AE00D), 1 Administration Circle, China Lake, CA 93555-6100."

Block 14: Submit 1 hardcopy and 1 softcopy on CD (for NAWC 47AE00D) in an electronic Format to be agreed upon between the Government and Contractor prior to delivery of data.

47AE00D	0	1	0	
210000D	0	1	0	
210000E	0	1	0	
See Block 16				
15. TOTAL	0	3	0	

G. PREPARED BY Naval Air Warfare Center, Weapons Division, Pt. Mugu, CA 93042-5001	H. DATE 1/24/00	I. APPROVED BY Kathryn A. Teasdale, DRRB	J. DATE 1/24/00
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Exhibit A

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DD Form 1423-1,
JUN 90

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

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Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.

Page
6 of 9 Pages

A. CONTRACT LINE ITEM NO.	B. EXHIBIT A	C. CATEGORY TDP ___ TM ___ OTHER <u>X</u>
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D. SYSTEM/ITEM ENGINEERING SUPPORT SERVICES	E. CONTRACT/PR NO. RFP N68936-00-R-0004	F. CONTRACTOR
--	--	---------------

1. DATA ITEM NO A006	2. TITLE OF DATA ITEM On-Site Personnel Report	3. SUBTITLE N/A
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4. AUTHORITY (Data Acquisition Doc. No) UDI-F-930A (See Block 16)	5. CONTRACT REFERENCE Contract Sections B and H	6. REQUIRING OFFICE NAWCWPNS Code 47AE00D
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED See Block 16	10. FREQUENCY QRTLY	12. DATE OF 1st SUBMISSION 15DAC	14. DISTRIBUTION	
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210000D	0	1	0
210000E	0	1	0
See Block 16			
15. TOTAL	0	3	0

3. PREPARED BY Naval Air Warfare Center, Weapons Division, Pt. Mugu, CA 93042-5001	H. DATE 1/24/00	I. APPROVED BY Kathryn A. Teasdale, DRRB	J. DATE 1/24/00
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D. SYSTEM/ITEM ENGINEERING SUPPORT SERVICES	E. CONTRACT/PR NO. RFP N68936-00-R-0004	F. CONTRACTOR
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1. DATA ITEM NO A007	2. TITLE OF DATA ITEM Personnel Count Report	3. SUBTITLE N/A
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4. AUTHORITY (Data Acquisition Doc. No) UDI-F-92 8C (See Block 16)	5. CONTRACT REFERENCE Contract Sections B and H	6. REQUIRING OFFICE NAWCWPNS Code 47AE00D
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY QRTLY	12. DATE OF 1st SUBMISSION 15DAC	14. DISTRIBUTION		
3. APP CODE N/A	See Block 16	11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION EOQ + 15 Days	a. ADDRESSEE	b. COPIES	
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210000E	0	1	0
See Block 16			
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PREPARED BY Naval Air Warfare Center, Weapons Division, Pt. Mugu, CA 93042-5001	H. DATE 1/24/00	I. APPROVED BY Kathryn A. Teasdale, DRRB	J. DATE 1/24/00
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A. CONTRACT LINE ITEM NO.	B. EXHIBIT A	C. CATEGORY TDP ___ TM ___ OTHER <u>X</u>
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D. SYSTEM/ITEM ENGINEERING SUPPORT SERVICES	E. CONTRACT/PR NO. RFP N68936-00-R-0004	F. CONTRACTOR
--	--	---------------

1. DATA ITEM NO A008	2. TITLE OF DATA ITEM Delivery Order Report Grand Total	3. SUBTITLE N/A
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4. AUTHORITY (Data Acquisition Doc. No) UDI-F-935 (See Block 16)	5. CONTRACT REFERENCE Contract Sections B and H	6. REQUIRING OFFICE NAWCWPNS Code 47AE00D
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY BI-WE	12. DATE OF 1st SUBMISSION 30DAC	14. DISTRIBUTION		
8. APP CODE N/A	See Block 16	11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION See Block 16	a. ADDRESSEE	b. COPIES	
					Draft	Final Reg Repro

16. REMARKS

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Block 13: Submit NLT 15DA the end of each two-week period.

Block 14: Submit 1 hardcopy and 1 softcopy on CD (for NAWC 47AE00D) in an electronic Format to be agreed upon between the Government and Contractor prior to delivery of data.

47AE00D	0	1	0
210000D	0	1	0
210000E	0	1	0
See Block 16			
15. TOTAL	0	3	0

PREPARED BY Naval Air Warfare Center, Weapons Division, Pt. Mugu, CA 93042-5001	H. DATE 1/24/00	I. APPROVED BY Kathryn A. Teasdale, DRRB	J. DATE 1/24/00
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9 of 9 Pages

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT A	C. CATEGORY TDP ___ TM ___ OTHER <u>FNCL</u>
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D. SYSTEM/ITEM ENGINEERING SUPPORT SERVICES	E. CONTRACT/PR NO. RFP N68936-00-R-0004	F. CONTRACTOR
--	--	---------------

1. DATA ITEM NO A009	2. TITLE OF DATA ITEM Cost Breakdown Structure Detailed Report	3. SUBTITLE N/A
-------------------------	---	--------------------

4. AUTHORITY (Data Acquisition Doc. No) DI-FNCL-80166 (See Block 16)	5. CONTRACT REFERENCE Contract Sections B and Hjjjjj	6. REQUIRING OFFICE NAWCWPNS Code 47AE00D
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY QRTLY	12. DATE OF 1st SUBMISSION 15DAC	14. DISTRIBUTION		
8. APP CODE N/A	See Block 16	11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION EOQ + 15 Days	a. ADDRESSEE	b. COPIES	
					Draft	Final Reg Repro

16. REMARKS

Block 4: Tailor DID as follows: Paragraph 10.2.1: DD Form 2416 is not required. The Cost Breakdown Structure Detailed Report may be prepared in Contractor format subject to Government approval by the NAWC technical office. The report shall identify actual costs that comprise the separate indirect cost accounts and include Year-to-Date data. See sample form for an example of information to be provided. This report provides Detailed, actual monthly indirect cost breakdown for indirect rate analysis. All costs under The separate indirect cost categories shall be broken out. This cost data is not to be Reported on the Delivery Order basis.

Block 9: Use: **"Distribution Statement B:** Distribution authorized to U.S. Government Agencies only, proprietary information (24 Jan 2000). Other requests for this document Shall be referred to Commander, Naval Air Warfare Center, Weapons Division (Code 47AE00D), 1 Administration Circle, China Lake, CA 93555-6100."

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210000D	0	1	0
210000E	0	1	0
See Block 16			
15. TOTAL	0	3	0

PREPARED BY Naval Air Warfare Center, Weapons Division, Pt. Mugu, CA 93042-5001	H. DATE 1/24/00	I. APPROVED BY Kathryn A. Teasdale, DRRB	J. DATE 1/24/00
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hibit A

DRAFT

N68936-00-R-0004

DISTRIBUTION LIST FOR EXHIBIT A

A001 AND A002

	<u>ADDRESSEE</u>	<u>FINAL</u>
<u>FOR CL ORDERS</u>		
47AE00D	Naval Air Warfare Center, Weapons Division Code 47AE00D 1 Administration Circle China Lake, CA 93555-6100	1
210000D	Naval Air Warfare Center, Weapons Division Code 210000D 1 Administration Circle China Lake, CA 93555-6100	1
Each TA	See Task Order for Address	1
Each Financial POC	See Task Order for Address	1
<u>FOR PT. MUGU ORDERS</u>		
210000E	Naval Air Warfare Center, Weapons Division Code 210000E (Attn: L. Santana) 521 9 th Street Point Mugu, CA 93042-5001	1
5.0 Competency Alt. COR	Naval Air Warfare Center, Weapons Division Code 539400E 521 9 th Street Point Mugu, CA 93042-5001	1
Alt. COR For All Other Competencies	Naval Air Warfare Center, Weapons Division Code 47AE00E 521 9 th Street Point Mugu, CA 93042-5001	1
Each TA	See Task Order for Address	1
Each Financial POC	See Task Order for Address	1

A003 through A009

	<u>ADDRESSEE</u>	<u>FINAL</u>
47AE00D	Same Address as above	1
210000D	Same Address as above	1
210000E	Same Address as above	1

AWARD FEE PLAN
FOR
CONTRACT N68936-00-R-0004

Date

1-11-00

FEE DETERMINATION PLAN

A. PURPOSE

This plan establishes the procedures for the determination of the Contractor's fee for the Engineering Support Services contract N68936-00-R-0004.

The basic contract is a Cost-Plus-Award-Fee, level-of-effort, contract containing Task Order provisions. The proper administration of the award fee provisions of the contract is the responsibility of the Contracting Officer.

The fee determination is the responsibility of the Fee Determining Official (FDO) based on the inputs from the Performance Evaluation Board (PEB) and other sources deemed appropriate by the FDO.

B. STAFFING RESPONSIBILITIES

Fee Determining Official (FDO)

The FDO will designate technical and administrative personnel to observe, examine, review, and report on the performance of the contractor under this contract. The FDO will appoint a PEB consisting of not less than three (3) members. The Contracting Officer and the Contracting Officer's Representative will be members of the PEB. The board will include a chairman and recorder.

The FDO is responsible for determining the amount of award fee to be granted the Contractor as soon as feasible after the end of each award fee period. The FDO will forward preliminary fee determinations to the Contractor, after which the Contractor has 10 working days to respond. After considering the Contractor response, the FDO will assign a final fee for the period. The decision of the FDO, with respect to entitlement to award fee, or the amount thereof, shall be final and shall not be subject to the "Disputes" clause of the contract.

The FDO will debrief the Contractor (either orally or in writing) on the results of the decision. The Contractor's strengths and weaknesses will be discussed in order to enable the Contractor an opportunity for improved future performance.

The FDO is responsible for submitting all material relevant to fee determination to the Procuring Contracting Officer (PCO) in a timely manner.

PERFORMANCE EVALUATION BOARD (PEB)

The PEB reviews Contractor performance evaluation data, makes independent investigations it may deem necessary, and makes recommendations to the FDO concerning management evaluation grades, the amount of award fee earned and recommended for payment, the nature, quality, and extent of the documentation to be furnished concerning Contractor

performance. The PEB, in arriving at its recommendations, shall consider not only the contract costs associated with exceptional or substandard performances by the Contractor, but also the estimate of related benefits or costs accruing to the Government.

PEB MEMBERS' RESPONSIBILITIES

Chairman of the Performance Evaluation Board

The Chairman is responsible for assuring submission to the Board of material and information that is pertinent to and necessary for the proper determination of the award fee. The Chairman is also responsible for the timely submission to the FDO for the Board's evaluations and recommendations concerning the Contractor's performance.

Those recommendations shall be documented to the extent necessary to allow a decision by the FDO.

The Chairman is responsible for conducting timely meetings of the Evaluation Board, and assuring that the evaluations truly reflect the Contractor's overall performance on the contract during the evaluation period.

Contracting Officer's Representative (COR)

The COR is responsible for timely transmission of Task Order Performance Evaluation forms (Enclosure 1) to each Cognizant Government Technical Assistant/Evaluator for evaluation. The COR is responsible for tabulating the individual task order technical evaluations and calculating the overall assessment of the results in a form and format acceptable to the PEB Chairman.

The Recorder

The recorder of the Board is responsible for assuring that the actions of the Board are truly and accurately reflected in the Board's documentation, and that all relevant documentation necessary for proper fee determination is available to the Board in a timely fashion.

Proceedings, actions, and recommendations of the Board and the final action of the FDO will be documented and remain a permanent part of the official contract documentation maintained by the Contracting Officer.

Members of the Board

Members of the Board will assure that due consideration is given to all areas of performance so that the proper and appropriate grade is assigned and subsequently reflected in the award fee determination.

Advisors to FDO

The FDO may designate technical and administrative personnel to observe, examine, review, and report to the FDO on Contractor performance as he requires, but such individuals will not serve as voting members of the PEB.

C. PROCEDURES

General Overview

The evaluation process is initiated by the Contract Coordination Office (CCO) by requesting technical personnel to evaluate individual Task Orders (T.O.'s), and terminates when the FDO determines the fee and the Contractor is paid by the contract modification.

Quarterly, the PEB will meet, review all Category A grades and performance reports for work performed during that quarter, and assign a Category B performance grade. The PEB shall prepare a preliminary report of grades assigned and award fee earned and provide the report to the FDO. The FDO will provide the preliminary evaluation to the Contractor and afford the contractor 10 working days in which to submit written comments back to the FDO.

The FDO will review the Contractor's written response, finalize the evaluation report, and determine the award fee for the period.

The FDO's final report will be submitted to the Contracting Officer and the associated fee will be incorporated into the contract by modification. Funding for award fee will be provided from the RSA award fee surcharge pool if funds are reimbursable or from the task order if funds are direct site CS.

Technical Evaluation (Category A)

T.O.'s issued under this contract will be evaluated quarterly. The process of obtaining the technical evaluations is the responsibility of the CCO and this plan delineates that process.

The technical evaluations of individual task orders will be documented by the T.A. on the Task Order Performance Evaluation Form provided (Enclosure 1). This form will be sent electronically by the CCO to the individual T.A. whenever hours have been expended during the evaluation period. Before sending the evaluation form, the CCO will ensure that the following data is placed on the evaluation form for each T.O. to be evaluated:

1. Task Order number.
2. Assignor's name and code.
3. Period of performance.
4. Contractor direct hours expended from CDRL A004.

The T.A. will evaluate the adequacy of the technical performance, cost as compared to earned value, and responsiveness to schedule requirements in accordance with the criteria initially submitted in the ARP for each T.O.. Cost, hours expended, and labor category data from CDRL A001 will be provided to the T.A. for each T.O. to be used as a basis for evaluation.

It is the responsibility of users on individual T.O.'s to ensure that all required deliverable data has been delivered in a timely manner, and that performance has been timely, of acceptable quality, and within reasonable cost. For those T.O.'s that are made up of individual work transmittals, the T.A. is responsible for evaluating each task, compiling the results, and submitting a single Task Order Performance Evaluation Form for each T.O. when requested.

The evaluation form will be completed by checking the appropriate rating of performance, cost, and schedule. No further data will be required unless the outstanding or unsatisfactory boxes are checked. However, the T.A. may attach additional qualitative information for any evaluation. Whenever outstanding or unsatisfactory are given, they must be documented to justify such an evaluation. These will be reviewed by the COR to ensure completeness and adequacy. If an adequate description is not provided for outstanding or unsatisfactory performance, the user will be contacted by the COR for further clarification and justification. In the case of unsatisfactory performance, sufficient data must be provided to enable the initiation of corrective action by the Contractor. The evaluation forms will be provided to the PEB.

The CCO will ensure that all evaluations are received from the T.A. and will compute raw technical evaluation scores and associated fee based on contractor hours. Fee will be computed by task order based on (1) evaluations provided and associated weights, (2) maximum technical percent fee (60% of maximum hourly fee), (3) number of contractor hours, and (4) weighted guidelines. The CCO then converts the T.A. evaluation to a numerical value using weighted guidelines (Enclosure 2). The Maximum Percentage Fee is from Section B of the Solicitation/Contract.

It is the responsibility of the CCO to ensure that all technical evaluation data is provided to the PEB members 1 week before the scheduled PEB.

Enclosure 2 provides the technical evaluation elements defined in the contract and used as a basis for technical evaluation defined in the ARP.

Management Evaluation (Category B)

The management evaluation of the contract will be performed quarterly by the PEB using the evaluation elements indicated in Enclosure 3. The PEB will utilize the following means of obtaining required data for the evaluation:

1. Input from the COR and Ordering Officer.
2. Status reports provided by the COR.
3. Responsiveness and adequacy of Contractor delivered CDRL data.
4. Independent investigations as required.
5. Regular Contractor/Government management meetings.
6. Adherence to overhead and G&A rates with respect to plan.
7. Adherence to the Small Business requirement.

Attachment 3

After the assignment of management scores by the PEB, the CCO will compute the management evaluation score (maximum management percent fee 40% of maximum hourly fee) and recommended fee determination. For each T.O., two scores, technical and management, will be provided to the FDO.

Fee will be calculated using only Contractor hours authorized in T.O.'s. Equations for computing fee are illustrated below. Symbols used in defining the equation are in Table 1.

Technical Evaluation Equation:

$$0.60 \times \frac{[(W_t \times F_t) + (W_c \times F_c) + (W_s \times F_s)]}{100} \times D.L_H \times MHF$$

$$= 0.60 [\%MAX_{Tech}] \times D.L_H \times MHF = Fee_{Tech}$$

Management Evaluation Equation:

$$0.40 \times \frac{[(W_M \times F_M) + (W_P \times F_P) + (W_E \times F_E) + (W_{SB} \times F_{SB})]}{100} \times D.L_H \times MHF$$

$$= 0.40 \times [\%MAX_{Mgmt}] \times D.L_H \times MHF = Fee_{Mgmt}$$

Table 1. Symbols

W_t	-	Weight for Technical Evaluation (P FAC)
W_c	-	Weight for Cost Evaluation (C FAC)
W_s	-	Weight for Schedule Evaluation (S FAC)
F_t	-	Technical Evaluation (P GRD)
F_c	-	Cost Control Evaluation (C GRD)
F_s	-	Schedule Evaluation (S GRD)
W_M	-	Weight for Management of Organization Evaluation
W_P	-	Weight for Management of Personnel Evaluation
W_E	-	Weight for Effectiveness of Cost Management Evaluation
W_{SB}	-	Weight for Small Business Management Evaluation
F_M	-	Management of Organization and Control Evaluation (MGT)
F_P	-	Management of Personnel Evaluation (PERS)
F_E	-	Effectiveness of Cost Management Evaluation (MGT)
F_{SB}	-	Small Business Management Evaluation (SB)
$D.LH$	-	Direct Labor Hours
MHF	-	Maximum Hourly Fee Percent

**ESS TASK ORDER PERFORMANCE EVALUATION FORM
N68936-00-R-0004**

RETURN THIS FORM NO LATER THAN:

Email to: chewtl@navair.navy.mil
or fax to: 760-446-7008 (Attn: Terri Chew)

QUARTER:
PERIOD OF EVALUATION:

Task Order Number:
Hours Evaluated:
Technical Monitor:
Code:

SCORES:

- 5: Outstanding (a brief justification must be provided to substantiate this grade).
- 4: Exceeded Expectations.
- 3: Met Expectations (Satisfactory).
- 2: Did not meet Expectations.
- 1: Unsatisfactory (a brief justification must be provided to substantiate this grade).

Performance:
Schedule:
Cost:

Justification: (all three factors can be justified in one paragraph.)

To Improve Scores:

Enclosure (1)

Attachment 3

Evaluation Score
 U – Unsatisfactory, W- Did not meet Expectations, S – Met Expectations,
 G – Exceeded Expectations, O – Outstanding

TECHNICAL EVALUATION ELEMENTS

Major Areas	Relative weight	Evaluation elements
Technical coordination (P)	To be assigned by individual Task Order Not less than 20%	The impact and influence that the contractor's technical analysis studies, investigations, recommendations, problem identification, review, etc., have on improving potential reliability and effectiveness of the weapon system and equipment design. The technical accuracy, objectivity, and level of engineering proficiency of these analyses, studies, and investigations and their presentation and documentation. The effectiveness of program planning and implementation.
Maintaining program schedules and delivery (S)	To be assigned by individual Task Order Not less than 10%	Prioritizing of tasks, maintaining schedules, meeting milestones and delivery dates established by task orders or program plans.
Cost control (C)	To be assigned by individual Task Order Not less than 10%	Accurately estimating costs, including category of labor man-hours, travel, and other cost elements that are required to perform tasks and actual compliance with these cost estimates.

Enclosure (2)

Attachment 3

Major areas	Relative weight	Evaluation elements
Effectiveness of management organization and controls (M)	10%	This element includes the ability and effectiveness of the business organization in all areas of effort, including MIS and CDRL delivery and accuracy of data.
Effectiveness of personnel (P)	30%	This element includes the ability to recruit and retain a qualified workforce with additional consideration given to ability to acquire specialized talents to support short term and intermittent requirements.
Effectiveness of cost management (E)	50%	This element includes the ability and effectiveness of controlling indirect costs (overhead).
Effectiveness of small business management (SB)	10%	This element includes the ability and effectiveness in meeting Small Business requirements. Effectiveness of assigning and managing tasks for small business.

Enclosure (3)

10 Jan 00

PERSONNEL REQUIREMENTS AND GENERIC LEVELING CRITERIA
Updated 29 Mar 00

The following is used to assign "points" for 10 criteria followed by a chart which takes the point total determined and converts to an overall work level for the job. There are 15 work levels, based on those used to rank federal civil service white-collar jobs. Once the work level has been identified for a job, wages for that job can be compared to wages for similar jobs at the same work level. BLS publishes hourly wage rates by work level within nine major occupational groups, which are combinations of similar individual occupations. The groups and work levels available vary by area. Employers can also use the data on work levels to compare different jobs in their establishment.

Below are the 10 criteria for generic leveling occupations. The description of each level within a factor is followed in parentheses by the point value assigned that level

Knowledge measures the nature and extent of information or facts that the workers must understand to do acceptable work.

1. Skill to perform simple, repetitive tasks, or operate simple tools or equipment, requiring little or no previous training or experience. (50)
2. Basic knowledge of commonly used procedures, tools, or equipment, requiring some previous training. (200)
3. Knowledge of standard rules, procedures, tools, or equipment, requiring considerable training or experience. (350)
4. Knowledge of extensive rules in a generic field to perform a wide variety of interrelated or nonstandard procedures. (550)
or
Practical knowledge of standard procedures and operations in a technical field, requiring extended training or experience. (550)
or
Comprehensive knowledge of a blue-collar skill, usually acquired through a formal apprenticeship or equivalent training and experience. (550)
5. Knowledge of specialized, complicated techniques, acquired through a pertinent baccalaureate program, or equivalent experience and training. (750)
or
Practical knowledge of standard technical procedures and methods to carry out limited projects involving specialized, complicated techniques. (750)
or
Advanced knowledge of blue-collar skill to solve unusually complex problems. (750)
6. Practical knowledge of a wide range of professional or administrative methods, principles, and practices, gained through job experience or relevant graduate study. (950)
or
Practical knowledge of a wide range of technical methods similar to a narrow area of a professional field and skill in applying this knowledge to difficult, but well-documented projects. (950)
7. Knowledge of a wide range of concepts, principles, and practices gained through extended graduate study or professional or administrative experience. (1250)
or
Comprehensive knowledge of a technical field and skill in applying this knowledge to the development of new methods, approaches, or procedures. (1250)

8. Mastery of a professional or administrative field to apply experimental theories or new developments to the job. (1550)

9. Mastery of a professional field to generate and develop new hypotheses and theories. (1850)

Supervisory duties describes the level of supervisory responsibility for a position.

1. No supervisory responsibility. (0)

2. Group leader--a non-supervisory position which sets the pace of work for the group and shows other workers in the group how to perform assigned tasks. Can also be called team leader, or lead worker. (251)

3. First line supervisor--directs staff through face-to-face meetings. Organizational structure is not complex and internal and administrative procedures are simple and informal. (502)

4. Second line supervisor--directs staff through intermediate supervisors. Internal procedures and administrative controls are formal. Organizational structure is complex and is divided into subordinate groups that may differ from each other as to subject matter and function. (1003) (This function would not normally be considered a "direct function")

5. Third line supervisor--directs two or more subordinate supervisory levels with several subdivisions at each level. Programs are usually interlocked on a direct and continuing basis with other organizational segments, requiring constant attention to extensive formal coordination, clearances, and procedural controls. (1504) (This function would not normally be considered a "direct function")

Supervisory controls covers the nature and extent of direct or indirect controls exercised by the supervisor of the position, the responsibility of the position, and the review of the completed work of the position.

1. Supervisor makes specific assignments, the employee works as instructed, and the work is closely controlled. (25)

2. Employee is expected to handle ongoing assignments using own initiative, refers deviations to supervisor, as difficulty of work increases so does review. (125)

3. Supervisor provides objectives, priorities, and deadlines, employee plans and carries out steps in accordance with instructions, and completed work is reviewed for conformity to policy. (275)

4. Supervisor establishes overall objectives, employee and supervisor develop deadlines. Employee is responsible for planning and carrying out assignment, completed work is reviewed in terms of meeting requirements. (450)

5. Supervisor broadly defines mission, and the employee is responsible for all aspects of planning. Work results are normally accepted as technically authoritative and reviewed in terms of fulfillment of program objectives. (650)

Guidelines covers the nature of guidelines and the judgment needed to apply them.

1. Guidelines are specific and detailed, employee is expected to strictly adhere to them. (25)

2. Established procedures have been selected, with a number of specific guidelines available, employee uses judgment in selecting most appropriate guideline, or refers to the supervisor where guidelines do not exist. (125)

3. Guidelines are available but not always applicable, employee uses judgment in interpreting and adapting guidelines. Employee analyzes results and recommends changes. (275)

4. Administrative policies, which are stated in general terms are available, but guidelines are scarce. Employee uses initiative in deviating from traditional methods in order to develop new methods. (450)

5. Guidelines are broadly stated and nonspecific. The employee is recognized as a technical authority in the development and interpretation of guidelines. (650)

Complexity covers the variety of tasks, identifying what needs to be done, and the difficulty involved in performing the work.

1. Tasks are clear-cut, with little or no choice in determining what needs to be done, and are quickly mastered. (25)

2. Tasks involve related steps, requiring the employee to recognize and choose among a few recognizable situations based on a factual nature. (75)

3. Tasks involve different and unrelated methods, requiring the employee to select from many alternatives involving conditions that must be identified and analyzed to discern interrelationships. (150)

4. Tasks involve many different and unrelated methods, requiring employee to assess variations in approach and make many decisions concerning the interpretation of data, planning of the work, and refining techniques to be used. (225)

5. Tasks involve many different and unrelated methods applied to a broad range of activities typically in an administrative or professional field. Decision-making involves major areas of uncertainty in approach, requiring originating new techniques. (325)

6. Tasks involve broad functions and processes of an administrative or professional field. Decision-making involves largely undefined issues and elements requiring continuing efforts to establish concepts or to resolve unyielding problems. (450)

Scope and effect covers the nature of the work and the effect the work produces within and outside the organization.

1. Performs specific routine operations that have little effect beyond the immediate organization. (25)

2. Performs specific procedures comprising a complete segment of an assignment that affects further processes. (75)

3. Resolves a variety of conventional problems following established criteria that affect the operation of the program. (150)

4. Establishes criteria, formulates projects, and analyzes a variety of unusual conditions that affects a wide range of establishment activities or the operation of other establishments. (225)

5. Defines unknown conditions, resolves critical problems, or develops new theories that affect the works of other experts or the development of major program aspects. (325)

6. Plans, develops, and carries out vital administrative or scientific programs that are essential to the mission of the establishment. (450)

Personal contacts covers contacts with persons not in the supervisory chain. Levels are based on what is required to make the initial contact, the difficulty of communicating with those contacted, and the setting in which the contacts take place.

1. Contacts are with employees within the immediate organization, and/or with the general public in highly structured situations. (10)

2. Contacts are with employees in the same establishment but outside the immediate organization, and/or with the general public in moderately structured settings. (25)

3. Contacts are with individuals or groups from outside the establishment in a moderately unstructured setting. Contacts are not established on a routine basis, each contact is different, and the roles and of each party are established during the contact. (60)

4. Personal contacts are with high-ranking officials from outside the establishment at national or international levels in highly unstructured settings. (110)

Purpose of contacts measures the range of personal contacts from factual exchanges of information to situations involving significant or controversial issues and differing view points, goals, or objectives. The purpose is to:

1. Obtain, clarify, or give facts or information ranging from the easily understood to the highly technical. (20)

2. Plan, coordinate, or advise on work efforts, or to resolve operating problems by influencing or motivating individuals or groups who are working toward mutual goals and who have cooperative attitudes. (50)

3. Influence, motivate, interrogate, or control persons or groups. The persons contacted may be fearful, skeptical, uncooperative, or dangerous. Therefore, the employee must be skillful in approaching the individual or group in order to obtain the desired effect. (120)

4. Justify, defend, negotiate, or settle matters involving significant or controversial issues. The persons contacted typically have diverse viewpoints, goals, or objectives requiring the employee to achieve a common understanding of the problem and a satisfactory solution by convincing them, arriving at a compromise, or developing suitable alternatives. (220)

Physical demands covers the physical characteristics and abilities placed on the employee by the work assignment.

1. The work is sedentary. (5)

2. The work requires some physical exertion. (20)

3. The work requires considerable and strenuous physical exertion. (50)

Work environment considers the risks and discomforts in the employee's physical surroundings, or the nature of the work assigned and the safety regulations required.

1. The work involves everyday risks or discomforts that require normal safety precautions. (5)

2. The work involves moderate risks or discomforts that require special safety precautions. (20)

3. The work involves high risk with exposure to dangerous situations or unusual environmental stress. (50)

WORK SHEET FOR DETERMINING LEVEL

FACTOR	LEVEL	POINTS
	(From above)	
Knowledge		
Supervisory duties		
Supervisory controls		
Guidelines		
Complexity		
Scope and effect		
Personal contacts		
Purpose of contacts		
Physical demands		
Work environment		
Total		

RANGE OF GENERIC POINTS FOR "GS EQUIVALENTS"

FED GS EQUIVALENT	Low	High
1	190	254
2	255	454
3	456	654
4	655	854
5	855	1104
6	1105	1354
7	1355	1604
8	1605	1854
9	1855	2104
10	2105	2354
11	2355	2754
12	2755	3154
13	3155	3604
14	3605	4054
15	4055	4354
16+ / SES	4355	and up

CONVERSION TABLE FOR PERSONNEL QUALIFICATIONS

LABOR CATEGORY	GS EQUIVALENT	MINIMUM POINTS	MAXIMUM POINTS
TECHNICAL STAFF	SCIENTIST /	ENGINEERS	
STS-VI	16+/SES	Higher than 4355	
STS - V	14 /15	3605	4354
STS- IV	13	3155	3604
TS -III	12	2755	3154
TS - II	11	2322	2754
TS - I	9 OR BELOW	855	2354

LABOR CATEGORY	GS EQUIVELANT	MINIMUM POINTS	MAXIMUM POINTS
SPECIALIST /	TECHNICAL		
SST - V	GS - 13	3155	3604
SST - IV	GS - 11 /12	2355	3154
ST - III	GS - 9 / 10	1855	2354
ST - II	GS - 5 / 8	655	1854
ST - I	GS -1 / 4	190	854
SUPPORT STAFF			
SSS - V	GS - 8 /9	1605	2104
SSS - IV	GS- 6 / 7	1105	1604
SS - III	GS - 5 / 6	855	1604
SS - II	GS - 4 / 5	655	1104
SS - I	GS - 1 / 3	190	654

MEAN HOURLY RATES FOR FEDERAL EQUIVALENT POSITIONS BASED ON CALENDAR YEAR 2000
RATES

LABOR CATEGORY IN RFP	FEDERAL EQUIVALENTS		MAXIMUM ESTIMATED HOURS	APPROXIMATE FEDERAL RATES	
	GS	DEMO		PT MUGU	CHINA LAKE
TECHNICAL STAFF	SCIENTIST / ENGINEER				
STS-VI	GS-16+	DP-5	9,300	\$57.89	\$54.82
STS - V	GS-14/15	DP-4	43,400	\$44.82	\$42.45
STS-IV	GS-13	DP-3	27,900	\$34.19	\$30.40
TS -III	GS-12	DP-3	31,000	\$28.75	\$27.23
TS - II	GS-11	DP-2	3,100	\$23.99	\$22.72
TS - I	GS-09	DP -2	3,100	\$19.83	\$18.78
SPECIALIST /	TECHNICAL				
SST - V	GS - 13	DP-3	62,000	\$28.75	\$27.23
SST - IV	GS - 11/12	DS-3	43,400	\$23.99	\$22.72
ST - III	GS - 9/10	DS-2	15,500	\$19.83	\$18.78
ST - II	GS - 5-8	DS-1	3,100	\$16.21	\$15.35
ST - I	GS -1 / 4	DT/DS-A	-	\$9.24	\$8.75
SUPPORT STAFF					
SSS - V	GS - 8/9	DG - 4	43,400	\$17.95	\$17.00
SSS - IV	GS - 6/7	DG - 3	18,600	\$16.21	\$15.35
SS - III	GS - 5/6	DG - 2	6,200	\$14.59	\$13.81
SS - II	GS - 4 / 5	DG - 1	-	\$13.08	\$12.39
SS - I	GS - 1 / 3	DG - A	-	\$10.42	\$9.87

APPROXIMATE CORRELATION BETWEEN WAGE DETERMINATIONS AND CONTRACT LABOR
CATAGORIES.

WAGE DETERMINATION NO: 94-2072 REV (10) AREA: CA, VENTURA

Date of Last Revision: 05/27/1999

AND

WAGE DETERMINATION NO: 94-2044 REV (11) AREA: CA, BAKERSFIELD

Date of Last Revision: 09/10/1999

LABOR CATEGORY	VENTURA SCA WAGES	KERN SCA WAGES	CONTRACT LABOR CATEGORY
1070 Messenger (Courier)	\$ 8.12	\$7.56	SS- I
01090 Duplicating Machine Operator	\$ 11.20	\$12.40	SS- II
01110 Film/Tape Librarian	\$ 11.59	\$11.11	SS - II
01115 General Clerk I	\$ 9.34	\$6.57	SS - I
01116 General Clerk II	\$ 10.49	\$7.38	SS - I
01117 General Clerk III	\$ 12.88	\$10.78	SS - II
01118 General Clerk IV	\$ 15.53	\$12.11	SS - III
01311 Secretary I	\$ 12.69	\$10.93	SS - II
01312 Secretary II	\$ 14.21	\$13.40	SS -III
01313 Secretary III	\$ 15.96	\$13.97	SSS - IV
01314 Secretary IV	\$ 17.88	\$17.19	SSS - IV
01315 Secretary V	\$ 20.69	\$19.08	SSS - V
01400 Supply Technician	\$ 17.88	\$16.70	ST - II
01611 Word Processor I	\$ 11.75	\$8.93	SS -I
01612 Word Processor II	\$ 13.19	\$11.07	SS - II
01613 Word Processor III	\$ 14.75	\$12.44	SS - III
Information and Arts Occupations:			
13002 Audiovisual Librarian	\$ 18.78	\$17.23	ST - II
13011 Exhibits Specialist I	\$ 16.65	\$13.06	ST - II
13012 Exhibits Specialist II	\$ 20.61	\$15.58	ST - III
13013 Exhibits Specialist III	\$ 25.22	\$19.22	SST - IV
13041 Illustrator I	\$ 15.77	\$13.06	ST - II
13042 Illustrator II	\$ 19.52	\$15.58	ST - II
13043 Illustrator III	\$ 23.88	\$19.22	ST - III
13047 Librarian	\$ 21.74	\$17.78	ST - III
13050 Library Technician	\$ 12.93	\$11.91	ST - II
13071 Photographer I	\$ 16.16	\$11.36	ST - II
13072 Photographer II	\$ 20.00	\$13.55	ST - II
13073 Photographer III	\$ 24.47	\$16.71	ST - III
13074 Photographer IV	\$ 29.60	\$20.44	SST - IV
13075 Photographer V	\$ 28.48	\$24.73	SST - IV
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 20.91	\$11.95	ST - II
29061 Drafter I	\$ 11.86	\$10.60	ST - I
29062 Drafter II	\$ 13.31	\$12.64	ST - II
29063 Drafter III	\$ 14.91	\$17.56	ST - III
29064 Drafter IV	\$ 18.45	\$18.16	ST - III
29081 Engineering Technician I	\$ 12.98	\$10.95	ST - II
29082 Engineering Technician II	\$ 14.55	\$13.06	ST - II
29083 Engineering Technician III	\$ 16.31	\$18.15	ST - II
29084 Engineering Technician IV	\$ 19.57	\$19.22	ST - III

29085 Engineering Technician V	\$ 23.26	\$27.19 SST - IV
29086 Engineering Technician VI	\$ 28.14	\$28.43 SST - V
29090 Environmental Technician	\$ 15.14	\$16.07 ST - II
29150 Graphic Artist	\$ 19.80	\$11.95 ST - II
29160 Instructor	\$ 20.91	\$11.95 ST - II
29210 Laboratory Technician	\$ 14.23	\$19.22 ST - II
29240 Mathematical Technician	\$ 17.40	\$19.16 ST - II
29390 Photo-optics Technician	\$ 20.01	\$13.10 ST - II
29480 Technical Writer	\$ 24.00	\$16.71 ST - III

NOTE THAT THIS IS FOR GUIDANCE ONLY. IT IS NOT A CONFORMANCE OF THE LABOR CATAGORIES AS REQUIRED TO BE REQUESTED BY THE CONTRACTOR.

KERN COUNTY WAGE DETERMINATION

WAGE DETERMINATION NO: 94-2044 REV (11) AREA: CA,BAKERSFIELD

WAGE DETERMINATION NO: 94-2044 REV (11) AREA: CA,BAKERSFIELD
*****FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL*****
REGISTER OF WAGE DETERMINATION UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
Washington, D.C. 20210

Wage Determination No.: 94-2044 | Revision No.: 11
Division of Wage Determinations | Date of Last Revision: 09/10/1999

State): California

Areas: California COUNTIES OF Kern

**** Fringe Benefits Required For All Occupations Included In**
This Wage Determination Follow The Occupational Listing **
OCCUPATION CODE AND TITLE MINIMUM HOURLY WAGE
Administrative Support and Clerical Occupations:

KERN COUNTY WAGE DETERMINATION

01011 Accounting Clerk I

\$ 9.60

KERN COUNTY WAGE DETERMINATION

01012 Accounting Clerk II	\$ 10.48
01013 Accounting Clerk III	\$ 11.76
01014 Accounting Clerk IV	\$ 14.95
01030 Court Reporter	\$ 13.74
01050 Dispatcher, Motor Vehicle	\$ 11.02
01060 Document Preparation Clerk	\$ 12.40
01070 Messenger (Courier)	\$ 7.56
01090 Duplicating Machine Operator	\$ 12.40
01110 Film/Tape Librarian	\$ 11.11
01115 General Clerk I	\$ 6.57
01116 General Clerk II	\$ 7.38
01117 General Clerk III	\$ 10.78
01118 General Clerk IV	\$ 12.11
01120 Housing Referral Assistant	\$ 13.39
01131 Key Entry Operator I	\$ 8.50
01132 Key Entry Operator II	\$ 10.41
01191 Order Clerk I	\$ 9.69
01192 Order Clerk II	\$ 10.11
01261 Personnel Assistant (Employment) I	\$ 8.94
01262 Personnel Assistant (Employment) II	\$ 10.03
01263 Personnel Assistant (Employment) III	\$ 12.40
01264 Personnel Assistant (Employment) IV	\$ 12.82
01270 Production Control Clerk	\$ 12.73
01290 Rental Clerk	\$ 10.93
01300 Scheduler, Maintenance	\$ 10.93
01311 Secretary I	\$ 10.93
01312 Secretary II	\$ 13.40
01313 Secretary III	\$ 13.97
01314 Secretary IV	\$ 17.19
01315 Secretary V	\$ 19.08
01320 Service Order Dispatcher	\$ 11.11
01341 Stenographer I	\$ 9.59
01342 Stenographer II	\$ 11.11
01400 Supply Technician	\$ 16.70
01420 Survey Worker (Interviewer)	\$ 11.95
01460 Switchboard Operator-Receptionist	\$ 8.77
01510 Test Examiner	\$ 13.40
01520 Test Proctor	\$ 13.40
01531 Travel Clerk I	\$ 8.71
01532 Travel Clerk II	\$ 9.16
01533 Travel Clerk III	\$ 9.93
01611 Word Processor I	\$ 8.93
01612 Word Processor II	\$ 11.07
01613 Word Processor III	\$ 12.44
Automatic Data Processing Occupations:	
03010 Computer Data Librarian	\$ 12.44
03041 Computer Operator I	\$ 9.35
03042 Computer Operator II	\$ 10.82
03043 Computer Operator III	\$ 13.15
03044 Computer Operator IV	\$ 14.61
03045 Computer Operator V	\$ 16.19
03071 Computer Programmer I 1/	\$ 11.84
03072 Computer Programmer II 1/	\$ 14.39
03073 Computer Programmer III 1/	\$ 16.46
03074 Computer Programmer IV 1/	\$ 19.92
03101 Computer Systems Analyst I 1/	\$ 11.95

KERN COUNTY WAGE DETERMINATION

03102 Computer Systems Analyst II 1/	\$ 17.30
03103 Computer Systems Analyst III 1/	\$ 18.88
03160 Peripheral Equipment Operator	\$ 12.33
Automotive Service Occupations:	
05005 Automobile Body Repairer, Fiberglass	\$ 16.65
05010 Automotive Glass Installer	\$ 15.36
05040 Automotive Worker	\$ 15.36
05070 Electrician, Automotive	\$ 15.99
05100 Mobile Equipment Servicer	\$ 13.87
05130 Motor Equipment Metal Mechanic	\$ 16.65
05160 Motor Equipment Metal Worker	\$ 15.36
05190 Motor Vehicle Mechanic	\$ 16.65
05220 Motor Vehicle Mechanic Helper	\$ 12.85
05250 Motor Vehicle Upholstery Worker	\$ 14.92
05280 Motor Vehicle Wrecker	\$ 15.36
05310 Painter, Automotive	\$ 15.98
05340 Radiator Repair Specialist	\$ 15.36
05370 Tire Repairer	\$ 13.87
05400 Transmission Repair Specialist	\$ 16.65
Food Preparation and Service Occupations:	
07010 Baker	\$ 11.99
07041 Cook I	\$ 10.82
07042 Cook II	\$ 11.99
07070 Dishwasher	\$ 8.84
07100 Food Service Worker (Cafeteria Worker)	\$ 8.84
07130 Meat Cutter	\$ 11.99
07250 Waiter/Waitress	\$ 8.47
Furniture Maintenance and Repair Occupations:	
09010 Electrostatic Spray Painter	\$ 15.98
09040 Furniture Handler	\$ 12.43
09070 Furniture Refinisher	\$ 15.98
09100 Furniture Refinisher Helper	\$ 12.85
09110 Furniture Repairer, Minor	\$ 14.70
09130 Upholsterer	\$ 15.98
General Service and Support Occupations:	
11030 Cleaner, Vehicles	\$ 7.69
11060 Elevator Operator	\$ 8.84
11090 Gardener	\$ 8.84
11121 Housekeeping Aide I	\$ 7.69
11122 Housekeeping Aide II	\$ 9.04
11150 Janitor	\$ 8.18
11210 Laborer, Grounds Maintenance	\$ 8.47
11240 Maid or Houseman	\$ 6.90
11270 Pest Controller	\$ 11.48
11300 Refuse Collector	\$ 8.84
11330 Tractor Operator	\$ 10.04
11360 Window Cleaner	\$ 9.04
Health Occupations:	
12020 Dental Assistant	\$ 11.60
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 11.48
12071 Licensed Practical Nurse I	\$ 9.23
12072 Licensed Practical Nurse II	\$ 10.37
12073 Licensed Practical Nurse III	\$ 11.60
12100 Medical Assistant	\$ 10.04
12130 Medical Laboratory Technician	\$ 10.37
12160 Medical Record Clerk	\$ 10.37

KERN COUNTY WAGE DETERMINATION

12190 Medical Record Technician	\$ 12.49
12221 Nursing Assistant I	\$ 6.55
12222 Nursing Assistant II	\$ 7.36
12223 Nursing Assistant III	\$ 8.03
12224 Nursing Assistant IV	\$ 9.02
12250 Pharmacy Technician	\$ 11.24
12280 Phlebotomist	\$ 10.37
12311 Registered Nurse I	\$ 14.36
12312 Registered Nurse II	\$ 17.57
12313 Registered Nurse II, Specialist	\$ 17.57
12314 Registered Nurse III	\$ 21.26
12315 Registered Nurse III, Anesthetist	\$ 21.26
12316 Registered Nurse IV	\$ 25.28
Information and Arts Occupations:	
13002 Audiovisual Librarian	\$ 17.23
13011 Exhibits Specialist I	\$ 13.06
13012 Exhibits Specialist II	\$ 15.58
13013 Exhibits Specialist III	\$ 19.22
13041 Illustrator I	\$ 13.06
13042 Illustrator II	\$ 15.58
13043 Illustrator III	\$ 19.22
13047 Librarian	\$ 17.78
13050 Library Technician	\$ 11.91
13071 Photographer I	\$ 11.36
13072 Photographer II	\$ 13.55
13073 Photographer III	\$ 16.71
13074 Photographer IV	\$ 20.44
13075 Photographer V	\$ 24.73
Laundry, Drycleaning, Pressing and Related Occups:	
15010 Assembler	\$ 6.57
15030 Counter Attendant	\$ 6.57
15040 Dry Cleaner	\$ 7.98
15070 Finisher, Flatwork, Machine	\$ 6.57
15090 Presser, Hand	\$ 6.57
15100 Presser, Machine, Drycleaning	\$ 6.57
15130 Presser, Machine, Shirts	\$ 6.57
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 6.57
15190 Sewing Machine Operator	\$ 8.60
15220 Tailor	\$ 9.17
15250 Washer, Machine	\$ 7.01
Machine Tool Operation and Repair Occupations:	
19010 Machine-Tool Operator (Toolroom)	\$ 15.98
19040 Tool and Die Maker	\$ 20.35
Materials Handling and Packing Occupations:	
21010 Fuel Distribution System Operator	\$ 14.02
21020 Material Coordinator	\$ 11.73
21030 Material Expediter	\$ 11.73
21040 Material Handling Laborer	\$ 9.16
21050 Order Filler	\$ 11.76
21071 Forklift Operator	\$ 11.37
21080 Production Line Worker (Food Processing)	\$ 11.90
21100 Shipping/Receiving Clerk	\$ 11.03
21130 Shipping Packer	\$ 11.03
21140 Store Worker I	\$ 9.06
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 10.97
21210 Tools and Parts Attendant	\$ 11.88

KERN COUNTY WAGE DETERMINATION

21400 Warehouse Specialist	\$ 11.88
Mechanics and Maintenance and Repair Occupations:	
23010 Aircraft Mechanic	\$ 16.82
23040 Aircraft Mechanic Helper	\$ 13.22
23050 Aircraft Quality Control Inspector	\$ 17.83
23060 Aircraft Servicer	\$ 15.12
23070 Aircraft Worker	\$ 15.80
23100 Appliance Mechanic	\$ 15.98
23120 Bicycle Repairer	\$ 13.87
23125 Cable Splicer	\$ 16.65
23130 Carpenter, Maintenance	\$ 15.98
23140 Carpet Layer	\$ 15.36
23160 Electrician, Maintenance	\$ 19.32
23181 Electronics Technician, Maintenance I	\$ 16.61
23182 Electronics Technician, Maintenance II	\$ 18.38
23183 Electronics Technician, Maintenance III	\$ 19.83
23260 Fabric Worker	\$ 14.70
23290 Fire Alarm System Mechanic	\$ 16.65
23310 Fire Extinguisher Repairer	\$ 14.35
23340 Fuel Distribution System Mechanic	\$ 16.65
23370 General Maintenance Worker	\$ 15.17
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 16.65
23430 Heavy Equipment Mechanic	\$ 16.65
23440 Heavy Equipment Operator	\$ 17.57
23460 Instrument Mechanic	\$ 18.64
23470 Laborer	\$ 10.90
23500 Locksmith	\$ 15.98
23530 Machinery Maintenance Mechanic	\$ 17.08
23550 Machinist, Maintenance	\$ 17.80
23580 Maintenance Trades Helper	\$ 12.85
23640 Millwright	\$ 18.07
23700 Office Appliance Repairer	\$ 15.98
23740 Painter, Aircraft	\$ 15.98
23760 Painter, Maintenance	\$ 15.98
23790 Pipefitter, Maintenance	\$ 16.65
23800 Plumber, Maintenance	\$ 15.98
23820 Pneudraulic Systems Mechanic	\$ 16.65
23850 Rigger	\$ 21.63
23870 Scale Mechanic	\$ 15.36
23890 Sheet-Metal Worker, Maintenance	\$ 16.65
23910 Small Engine Mechanic	\$ 15.36
23930 Telecommunications Mechanic I	\$ 16.65
23931 Telecommunications Mechanic II	\$ 19.92
23950 Telephone Lineman	\$ 16.65
23960 Welder, Combination, Maintenance	\$ 16.65
23965 Well Driller	\$ 16.65
23970 Woodcraft Worker	\$ 16.65
23980 Woodworker	\$ 14.92
Personal Needs Occupations:	
24570 Child Care Attendant	\$ 8.15
24580 Child Care Center Clerk	\$ 11.67
24600 Chore Aide	\$ 7.19
24630 Homemaker	\$ 13.00
Plant and System Operation Occupations:	
25010 Boiler Tender	\$ 16.65
25040 Sewage Plant Operator	\$ 16.86

KERN COUNTY WAGE DETERMINATION

25070 Stationary Engineer	\$ 19.95
25190 Ventilation Equipment Tender	\$ 12.85
25210 Water Treatment Plant Operator	\$ 16.86
Protective Service Occupations:	
27004 Alarm Monitor	\$ 9.35
27006 Corrections Officer	\$ 18.81
27010 Court Security Officer	\$ 18.81
27040 Detention Officer	\$ 18.81
27070 Firefighter	\$ 17.41
27101 Guard I	\$ 7.44
27102 Guard II	\$ 8.13
27130 Police Officer	\$ 21.66
Stevedoring/Longshoremen Occupational Services:	
28010 Blocker and Bracer	\$ 14.21
28020 Hatch Tender	\$ 13.62
28030 Line Handler	\$ 13.62
28040 Stevedore I	\$ 13.60
28050 Stevedore II	\$ 14.79
Technical Occupations:	
29010 Air Traffic Control Specialist, Center 2/	\$ 24.90
29011 Air Traffic Control Specialist, Station 2/	\$ 17.17
29012 Air Traffic Control Specialist, Terminal 2/	\$ 18.91
29023 Archeological Technician I	\$ 12.06
29024 Archeological Technician II	\$ 13.49
29025 Archeological Technician III	\$ 16.71
29030 Cartographic Technician	\$ 19.22
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 11.95
29040 Civil Engineering Technician	\$ 19.22
29061 Drafter I	\$ 10.60
29062 Drafter II	\$ 12.64
29063 Drafter III	\$ 17.56
29064 Drafter IV	\$ 18.16
29081 Engineering Technician I	\$ 10.95
29082 Engineering Technician II	\$ 13.06
29083 Engineering Technician III	\$ 18.15
29084 Engineering Technician IV	\$ 19.22
29085 Engineering Technician V	\$ 27.19
29086 Engineering Technician VI	\$ 28.43
29090 Environmental Technician	\$ 16.07
29100 Flight Simulator/Instructor (Pilot)	\$ 17.30
29150 Graphic Artist	\$ 11.95
29160 Instructor	\$ 11.95
29210 Laboratory Technician	\$ 13.10
29240 Mathematical Technician	\$ 16.71
29361 Paralegal/Legal Assistant I	\$ 11.95
29362 Paralegal/Legal Assistant II	\$ 15.20
29363 Paralegal/Legal Assistant III	\$ 18.59
29364 Paralegal/Legal Assistant IV	\$ 22.48
29390 Photooptics Technician	\$ 19.22
29480 Technical Writer	\$ 19.16
29491 Unexploded Ordnance Technician I	\$ 15.82
29492 Unexploded Ordnance Technician II	\$ 19.15
29493 Unexploded Ordnance Technician III	\$ 22.95
29494 Unexploded Safety Escort	\$ 15.82
29495 Unexploded Sweep Personnel	\$ 15.82
29620 Weather Observer, Senior 3/	\$ 13.99

KERN COUNTY WAGE DETERMINATION

29621 Weather Observer, Combined Upper Air & Surface Programs 3/	\$ 12.59
29622 Weather Observer, Upper Air 3/	\$ 12.59
Transportation/Mobile Equipment Operation Occups:	
31030 Bus Driver	\$ 13.30
31260 Parking and Lot Attendant	\$ 6.50
31290 Shuttle Bus Driver	\$ 9.86
31300 Taxi Driver	\$ 10.13
31361 Truckdriver, Light Truck	\$ 9.86
31362 Truckdriver, Medium Truck	\$ 14.31
31363 Truckdriver, Heavy Truck	\$ 14.17
31364 Truckdriver, Tractor-Trailer	\$ 14.17
Miscellaneous Occupations:	
99020 Animal Caretaker	\$ 8.84
99030 Cashier	\$ 7.62
99041 Carnival Equipment Operator	\$ 11.66
99042 Carnival Equipment Repairer	\$ 12.57
99043 Carnival Worker	\$ 7.69
99050 Desk Clerk	\$ 8.15
99095 Embalmer	\$ 15.28
99300 Lifeguard	\$ 8.32
99310 Mortician	\$ 15.28
99350 Park Attendant (Aide)	\$ 10.44
99400 Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 8.35
99500 Recreation Specialist	\$ 11.90
99510 Recycling Worker	\$ 11.55
99610 Sales Clerk	\$ 7.26
99620 School Crossing Guard (Crosswalk Attendant)	\$ 7.69
99630 Sports Official	\$ 7.26
99658 Survey Party Chief (Chief of Party)	\$ 12.44
99659 Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$ 10.48
99660 Surveying Aide	\$ 7.65
99690 Swimming Pool Operator	\$ 10.69
99720 Vending Machine Attendant	\$ 9.20
99730 Vending Machine Repairer	\$ 11.53
99740 Vending Machine Repairer Helper	\$ 9.91

**** Fringe Benefits Required For All Occupations Included In This Wage Determination ****

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

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

KERN COUNTY WAGE DETERMINATION

1/

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

2/

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

3/

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting

KERN COUNTY WAGE DETERMINATION

officer.

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

Conformance Process:

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

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination.

Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split,

KERN COUNTY WAGE DETERMINATION

combine, or subdivide classifications listed in the wage determination.

VENTURA COUNTY WAGE DETERMINATION

WAGE DETERMINATION NO: 94-2072 REV (10) AREA: CA, VENTURA

WAGE DETERMINATION NO: 94-2072 REV (10) AREA: CA, VENTURA
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 REGISTER OF WAGE DETERMINATION UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 Washington, D.C. 20210

Division of Wage Determinations | Date of Last Revision: 05/27/1999 | Wage Determination No.: 94-2072 | Revision No.: 10

State): California
Areas: California COUNTIES OF Ventura

**** Fringe Benefits Required For All Occupations Included In**

This Wage Determination Follow the Occupational Listing **

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
Administrative Support and Clerical Occupations:	
01011 Accounting Clerk I	\$ 9.50
01012 Accounting Clerk II	\$ 10.37
01013 Accounting Clerk III	\$ 12.79
01014 Accounting Clerk IV	\$ 16.19
01030 Court Reporter	\$ 14.93
01050 Dispatcher, Motor Vehicle	\$ 12.98
01060 Document Preparation Clerk	\$ 11.20
01070 Messenger (Courier)	\$ 8.12
01090 Duplicating Machine Operator	\$ 11.20
01110 Film/Tape	\$ 11.59
01115 General Clerk I	\$ 9.34
01116 General Clerk II	\$ 10.49
01117 General Clerk III	\$ 12.88
01118 General Clerk IV	\$ 15.53
01120 Housing Referral Assistant	\$ 15.96
01131 Key Entry Operator I	\$ 10.73
01132 Key Entry Operator II	\$ 11.71
01191 Order Clerk I	\$ 9.50
01192 Order Clerk II	\$ 10.37
01261 Personnel Assistant (Employment) I	\$ 9.95
01262 Personnel Assistant (Employment) II	\$ 11.17
01263 Personnel Assistant (Employment) III	\$ 13.42
01264 Personnel Assistant (Employment) IV	\$ 15.08
01270 Production Control Clerk	\$ 15.59
01290 Rental Clerk	\$ 12.69
01300 Scheduler, Maintenance	\$ 12.69
01311 Secretary I	\$ 12.69
01312 Secretary II	\$ 14.21
01313 Secretary III	\$ 15.96
01314 Secretary IV	\$ 17.88
01315 Secretary V	\$ 20.69
01320 Service Order Dispatcher	\$ 11.59

VENTURA COUNTY WAGE DETERMINATION

01341 Stenographer I	\$ 11.87
01342 Stenographer II	\$ 13.33
01400 Supply Technician	\$ 17.88
01420 Survey Worker (Interviewer)	\$ 12.98
01460 Switchboard Operator-Receptionist	\$ 9.55
01510 Test Examiner	\$ 14.21
01520 Test Proctor	\$ 14.21
01531 Travel Clerk I	\$ 8.58
01532 Travel Clerk II	\$ 9.18
01533 Travel Clerk III	\$ 9.68
01611 Word Processor I	\$ 11.75
01612 Word Processor II	\$ 13.19
01613 Word Processor III	\$ 14.75
Automatic Data Processing Occupations:	
03010 Computer Data Librarian	\$ 10.93
03041 Computer Operator I	\$ 11.54
03042 Computer Operator II	\$ 12.91
03043 Computer Operator III	\$ 15.02
03044 Computer Operator IV	\$ 15.98
03045 Computer Operator V	\$ 17.71
03071 Computer Programmer I 1/	\$ 12.64
03072 Computer Programmer II 1/	\$ 15.64
03073 Computer Programmer III 1/	\$ 19.90
03074 Computer Programmer IV 1/	\$ 24.07
03101 Computer Systems Analyst I 1/	\$ 20.78
03102 Computer Systems Analyst II 1/	\$ 25.72
03103 Computer Systems Analyst III 1/	\$ 27.62
03160 Peripheral Equipment Operator	\$ 12.57
Automotive Service Occupations:	
05005 Automobile Body Repairer, Fiberglass	\$ 17.52
05010 Automotive Glass Installer	\$ 16.11
05040 Automotive Worker	\$ 16.11
05070 Electrician, Automotive	\$ 16.76
05100 Mobile Equipment Servicer	\$ 14.54
05130 Motor Equipment Metal Mechanic	\$ 17.46
05160 Motor Equipment Metal Worker	\$ 16.11
05190 Motor Vehicle Mechanic	\$ 16.96
05220 Motor Vehicle Mechanic Helper	\$ 13.49
05250 Motor Vehicle Upholstery Worker	\$ 15.42
05280 Motor Vehicle Wrecker	\$ 16.11
05310 Painter, Automotive	\$ 16.76
05340 Radiator Repair Specialist	\$ 16.11
05370 Tire Repairer	\$ 14.54
05400 Transmission Repair Specialist	\$ 17.46
Food Preparation and Service Occupations:	
07010 Baker	\$ 14.88
07041 Cook I	\$ 13.43
07042 Cook II	\$ 9.27
07070 Dishwasher	\$ 9.45
07100 Food Service Worker (Cafeteria Worker)	\$ 9.45
07130 Meat Cutter	\$ 13.66
07250 Waiter/Waitress	\$ 10.46
Furniture Maintenance and Repair Occupations:	
09010 Electrostatic Spray Painter	\$ 16.76
09040 Furniture Handler	\$ 11.32
09070 Furniture Refinisher	\$ 16.76

VENTURA COUNTY WAGE DETERMINATION

09100 Furniture Refinisher Helper	\$ 13.49	
09110 Furniture Repairer, Minor	\$ 15.42	
09130 Upholsterer	\$ 16.76	
General Service and Support Occupations:		
11030 Cleaner, Vehicles	\$ 9.45	
11060 Elevator Operator	\$ 10.87	
11090 Gardener	\$ 13.43	
11121 Housekeeping Aide I	\$ 8.44	
11122 Housekeeping Aide II	\$ 9.45	
11150 Janitor	\$ 9.45	
11210 Laborer, Grounds Maintenance	\$ 10.46	
11240 Maid or Houseman	\$ 8.44	
11270 Pest Controller	\$ 14.25	
11300 Refuse Collector	\$ 10.88	
11330 Tractor Operator	\$ 12.46	
11360 Window Cleaner	\$ 10.46	
Health Occupations:		
12020 Dental Assistant	\$ 12.13	
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 11.14	
12071 Licensed Practical Nurse I	\$ 9.66	
12072 Licensed Practical Nurse II	\$ 10.84	
12073 Licensed Practical Nurse III	\$ 12.13	
12100 Medical Assistant	\$ 10.42	
12130 Medical Laboratory Technician	\$ 10.84	
12160 Medical Record Clerk	\$ 10.84	
12190 Medical Record Technician	\$ 13.07	
12221 Nursing Assistant I	\$ 7.07	
12222 Nursing Assistant II	\$ 7.95	
12223 Nursing Assistant III	\$ 8.67	
12224 Nursing Assistant IV	\$ 9.73	
12250 Pharmacy Technician	\$ 11.76	
12280 Phlebotomist	\$ 10.84	
12311 Registered Nurse I	\$ 14.69	
12312 Registered Nurse II	\$ 17.98	
12313 Registered Nurse II, Specialist	\$ 17.98	
12314 Registered Nurse III	\$ 21.74	
12315 Registered Nurse III, Anesthetist	\$ 21.74	
12316 Registered Nurse IV	\$ 26.05	
Information and Arts Occupations:		
13002 Audiovisual Librarian	\$ 18.78	
13011 Exhibits Specialist I	\$ 16.65	
13012 Exhibits Specialist II	\$ 20.61	
13013 Exhibits Specialist III	\$ 25.22	
13041 Illustrator I	\$ 15.77	
13042 Illustrator II	\$ 19.52	
13043 Illustrator III	\$ 23.88	
13047 Librarian	\$ 21.74	
13050 Library Technician	\$ 12.93	
13071 Photographer I	\$ 16.16	
13072 Photographer II	\$ 20.00	
13073 Photographer III	\$ 24.47	
13074 Photographer IV	\$ 29.60	
13075 Photographer V	\$ 28.48	
Laundry, Drycleaning, Pressing and Related Occups:		
15010 Assembler	\$ 6.41	
15030 Counter Attendant	\$ 6.41	

VENTURA COUNTY WAGE DETERMINATION

15040 Dry Cleaner	\$ 7.90
15070 Finisher, Flatwork, Machine	\$ 6.41
15090 Presser, Hand	\$ 6.41
15100 Presser, Machine, Drycleaning	\$ 6.41
15130 Presser, Machine, Shirts	\$ 6.41
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 6.41
15190 Sewing Machine Operator	\$ 8.40
15220 Tailor	\$ 8.90
15250 Washer, Machine	\$ 6.90
Machine Tool Operation and Repair Occupations:	
19010 Machine-Tool Operator (Toolroom)	\$ 16.76
19040 Tool and Die Maker	\$ 19.58
Materials Handling and Packing Occupations:	
21010 Fuel Distribution System Operator	\$ 14.68
21020 Material Coordinator	\$ 15.44
21030 Material Expediter	\$ 15.44
21040 Material Handling Laborer	\$ 9.70
21050 Order Filler	\$ 11.08
21071 Forklift Operator	\$ 10.95
21080 Production Line Worker (Food Processing)	\$ 12.64
21100 Shipping/Receiving Clerk	\$ 11.32
21130 Shipping Packer	\$ 11.32
21140 Store Worker I	\$ 9.06
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 11.56
21210 Tools and Parts Attendant	\$ 13.42
21400 Warehouse Specialist	\$ 13.42
Mechanics and Maintenance and Repair Occupations:	
23010 Aircraft Mechanic	\$ 17.46
23040 Aircraft Mechanic Helper	\$ 13.49
23050 Aircraft Quality Control Inspector	\$ 19.06
23060 Aircraft Servicer	\$ 15.42
23070 Aircraft Worker	\$ 16.11
23100 Appliance Mechanic	\$ 16.76
23120 Bicycle Repairer	\$ 14.54
23125 Cable Splicer	\$ 17.46
23130 Carpenter, Maintenance	\$ 16.76
23140 Carpet Layer	\$ 16.11
23160 Electrician, Maintenance	\$ 20.09
23181 Electronics Technician, Maintenance I	\$ 14.14
23182 Electronics Technician, Maintenance II	\$ 15.38
23183 Electronics Technician, Maintenance III	\$ 18.85
23260 Fabric Worker	\$ 15.42
23290 Fire Alarm System Mechanic	\$ 17.46
23310 Fire Extinguisher Repairer	\$ 14.54
23340 Fuel Distribution System Mechanic	\$ 17.46
23370 General Maintenance Worker	\$ 16.11
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 17.46
23430 Heavy Equipment Mechanic	\$ 17.46
23440 Heavy Equipment Operator	\$ 17.43
23460 Instrument Mechanic	\$ 18.83
23470 Laborer	\$ 9.45
23500 Locksmith	\$ 16.76
23530 Machinery Maintenance Mechanic	\$ 17.91
23550 Machinist, Maintenance	\$ 17.46
23580 Maintenance Trades Helper	\$ 13.49
23640 Millwright	\$ 17.46

VENTURA COUNTY WAGE DETERMINATION

23700 Office Appliance Repairer	\$ 16.76
23740 Painter, Aircraft	\$ 16.76
23760 Painter, Maintenance	\$ 16.76
23790 Pipefitter, Maintenance	\$ 17.46
23800 Plumber, Maintenance	\$ 16.76
23820 Pneudraulic Systems Mechanic	\$ 17.46
23850 Rigger	\$ 20.08
23870 Scale Mechanic	\$ 16.11
23890 Sheet-Metal Worker, Maintenance	\$ 17.46
23910 Small Engine Mechanic	\$ 16.11
23930 Telecommunications Mechanic I	\$ 17.46
23931 Telecommunications Mechanic II	\$ 19.99
23950 Telephone Lineman	\$ 17.46
23960 Welder, Combination, Maintenance	\$ 17.46
23965 Well Driller	\$ 17.46
23970 Woodcraft Worker	\$ 17.46
23980 Woodworker	\$ 14.54
Personal Needs Occupations:	
24570 Child Care Attendant	\$ 8.76
24580 Child Care Center Clerk	\$ 12.58
24600 Chore Aide	\$ 9.38
24630 Homemaker	\$ 13.96
Plant and System Operation Occupations:	
25010 Boiler Tender	\$ 17.46
25040 Sewage Plant Operator	\$ 19.14
25070 Stationary Engineer	\$ 19.38
25190 Ventilation Equipment Tender	\$ 13.49
25210 Water Treatment Plant Operator	\$ 19.14
Protective Service Occupations:	
27004 Alarm Monitor	\$ 10.73
27006 Corrections Officer	\$ 18.55
27010 Court Security Officer	\$ 18.55
27040 Detention Officer	\$ 18.55
27070 Firefighter	\$ 20.02
27101 Guard I	\$ 8.26
27102 Guard II	\$ 10.73
27130 Police Officer	\$ 23.37
Stevedoring/Longshoremen Occupational Services:	
28010 Blocker and Bracer	\$ 17.35
28020 Hatch Tender	\$ 15.09
28030 Line Handler	\$ 15.09
28040 Stevedore I	\$ 15.67
28050 Stevedore II	\$ 17.04
Technical Occupations:	
29010 Air Traffic Control Specialist, Center 2/	\$ 26.13
29011 Air Traffic Control Specialist, Station 2/	\$ 18.03
29012 Air Traffic Control Specialist, Terminal 2/	\$ 19.85
29023 Archeological Technician I	\$ 12.93
29024 Archeological Technician II	\$ 14.46
29025 Archeological Technician III	\$ 17.92
29030 Cartographic Technician	\$ 20.61
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 20.91
29040 Civil Engineering Technician	\$ 20.61
29061 Drafter I	\$ 11.86
29062 Drafter II	\$ 13.31
29063 Drafter III	\$ 14.91

VENTURA COUNTY WAGE DETERMINATION

29064 Drafter IV	\$ 18.45
29081 Engineering Technician I	\$ 12.98
29082 Engineering Technician II	\$ 14.55
29083 Engineering Technician III	\$ 16.31
29084 Engineering Technician IV	\$ 19.57
29085 Engineering Technician V	\$ 23.26
29086 Engineering Technician VI	\$ 28.14
29090 Environmental Technician	\$ 15.14
29100 Flight Simulator/Instructor (Pilot)	\$ 25.88
29150 Graphic Artist	\$ 19.80
29160 Instructor	\$ 20.91
29210 Laboratory Technician	\$ 14.23
29240 Mathematical Technician	\$ 17.40
29361 Paralegal/Legal Assistant I	\$ 14.65
29362 Paralegal/Legal Assistant II	\$ 16.86
29363 Paralegal/Legal Assistant III	\$ 20.63
29364 Paralegal/Legal Assistant IV	\$ 24.94
29390 Photooptics Technician	\$ 20.01
29480 Technical Writer	\$ 24.00
29491 Unexploded Ordnance Technician I	\$ 16.61
29492 Unexploded Ordnance Technician II	\$ 20.10
29493 Unexploded Ordnance Technician III	\$ 24.09
29494 Unexploded Safety Escort	\$ 16.61
29495 Unexploded Sweep Personnel	\$ 16.61
29620 Weather Observer, Senior 3/	\$ 15.81
29621 Weather Observer, Combined Upper Air & Surface Programs 3/	\$ 14.23
29622 Weather Observer, Upper Air 3/	\$ 14.23
Transportation/Mobile Equipment Operation Occups:	
31030 Bus Driver	\$ 11.79
31260 Parking and Lot Attendant	\$ 8.63
31290 Shuttle Bus Driver	\$ 11.14
31300 Taxi Driver	\$ 10.34
31361 Truckdriver, Light Truck	\$ 11.14
31362 Truckdriver, Medium Truck	\$ 11.79
31363 Truckdriver, Heavy Truck	\$ 14.90
31364 Truckdriver, Tractor-Trailer	\$ 14.90
Miscellaneous Occupations:	
99020 Animal Caretaker	\$ 11.47
99030 Cashier	\$ 8.22
99041 Carnival Equipment Operator	\$ 12.46
99042 Carnival Equipment Repairer	\$ 13.43
99043 Carnival Worker	\$ 9.45
99050 Desk Clerk	\$ 8.76
99095 Embalmer	\$ 15.99
99300 Lifeguard	\$ 8.73
99310 Mortician	\$ 15.99
99350 Park Attendant (Aide)	\$ 10.96
99400 Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 8.98
99500 Recreation Specialist	\$ 12.14
99510 Recycling Worker	\$ 14.33
99610 Sales Clerk	\$ 8.67
99620 School Crossing Guard (Crosswalk Attendant)	\$ 9.45
99630 Sports Official	\$ 8.73
99658 Survey Party Chief (Chief of Party)	\$ 13.86
99659 Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$ 11.28
99660 Surveying Aide	\$ 8.22

VENTURA COUNTY WAGE DETERMINATION

99690 Swimming Pool Operator	\$ 14.88
99720 Vending Machine Attendant	\$ 12.46
99730 Vending Machine Repairer	\$ 14.88
99740 Vending Machine Repairer Helper	\$ 12.46

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination ****

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

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

1/

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

2/

NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night differential amounting to 10 percent of the rate of basic pay.

3/

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the

VENTURA COUNTY WAGE DETERMINATION

responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

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

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than

VENTURA COUNTY WAGE DETERMINATION

30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination.

Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

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

CL99-014

Stub # 60530-9102-AAIL

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

TOP SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

SECRET

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

<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER	N68936-00-D-0055	05/08/31
<input type="checkbox"/>	b. SUBCONTRACT NUMBER		
<input type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER	N68936-99-R-0158	Contract (ORAFSC)

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

<input checked="" type="checkbox"/>	a. ORIGINAL <i>(Complete date in all cases.)</i>	00/08/07
<input type="checkbox"/>	b. REVISED <i>(Supersedes all previous specs.)</i>	Revision No
<input type="checkbox"/>	c. FINAL <i>(Complete Item 5 in all cases.)</i>	

4. IS THIS A FOLLOW-ON CONTRACT?

YES NO. If yes, complete the following:

Classified material received or generated under N68936-95-D-0296 (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254?

YES NO. If yes, complete the following:

In response to contractor's request dated _____, retention of the identified classified material is authorized for the period of _____

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

a. NAME, ADDRESS, AND ZIP CODE SVERDRUP TECHNOLOGY INC. P.O. BOX 884 TULLAHOMA, TN 37388-0884	b. CAGE CODE 07486	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> DEFENSE SECURITY SERVICE GULF COAST OPLOC 2300 LAKE PARK DRIVE STE 260 SMYRNA, GA 30080-7608
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7. SUBCONTRACTOR

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

8. ACTUAL PERFORMANCE

a. LOCATION SVERDRUP TECHNOLOGY, INC., CAGE #03QT6, RIDGECREST, CA AND SVERDRUP TECHNOLOGY INC., CAGE # 06ZN8, CAMARILLO, CA.	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> DEFENSE SECURITY SERVICE SOUTHERN CALIFORNIA OPLOC ONE WORLD TRADE CENTER, SUITE 622 LONG BEACH, CA 90831-0622
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9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

PROVIDE ENGINEERING SUPPORT SERVICES FOR NAVAL AIR WARFARE CENTER WEAPONS DIVISION (NAWCWD).

10. THIS CONTRACT WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. RESTRICTED DATA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. FORMERLY RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S. PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Non-SCI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. SPECIAL ACCESS INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. NATO INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. DISSEMINATION INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE DEFENSE COURIER SERVICE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER (Specify)	<input type="checkbox"/>	<input type="checkbox"/>
k. OTHER (Specify)	<input checked="" type="checkbox"/>	<input type="checkbox"/>			

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

Direct Through (specify):

COMMANDER, NAVAL AIR WARFARE CENTER, WEAPONS DIV (741100D), CHINA LAKE, CA 93555

In the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review. In the case of non-DOD User Agencies, request for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in the guidance, the contractor is authorized, encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under the this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision the

TO QUALIFY FOR THIS CONTRACT, ALL FIRMS MUST BE ABLE TO OBTAIN AND MAINTAIN A FACILITY CLEARANCE PER DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL. RESPONSIBLE BIDDER MUST HAVE OR BE ABLE TO QUALIFY FOR A TOP SECRET FACILITY CLEARANCE. THIS POLICY INCLUDES FOCI (FOREIGN OWNERSHIP, CONTROL OR INFLUENCE) FIRMS.

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

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

ACTUAL PERFORMANCE WILL BE AT THE CONTRACTOR'S FACILITY (CAGE CODE 03QT6, RIDGECREST, CA AND AT CAGE CODE 06ZNB, CAMARILLO, CA) AND THE NAVAL AIR WARFARE CENTER WEAPONS DIVISION, CHINA LAKE AND POINT MUGU CA. (MAY ALSO INCLUDE OTHER NAWCWPNs SITES).

ACCESS TO TOP SECRET INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT AND WILL BE AT NAVAL AIR WARFARE CENTER WEAPONS DIVISION SITES ONLY. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

(ITEM 13 CONTINUED ON SUPPLEMENTAL PAGE(S))

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

Yes No

ADDITIONAL SECURITY REQUIREMENTS HAVE BEEN ADDED TO ITEM 13.

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

Yes No

SPECIFIC ELEMENTS HAVE BEEN ADDED TO ITEM 13.

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

a. TYPED NAME OF CERTIFYING OFFICIAL
JUDITH K. SMITH

b. TITLE

CONTRACTING OFFICER FOR
SECURITY MATTERS

c. TELEPHONE (Include Area Code)

(805) 989-7859

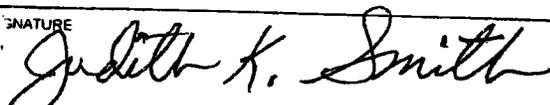
d. ADDRESS (Include Zip Code)
COMMANDER
CODE 741100E
NAVAIRWARCENWPN01V
521 9TH STREET
POINT MUGU, CA 93042-5000

17. REQUIRED DISTRIBUTION

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

741100E/210000D/47AE00D, 47400E/SSO

SIGNATURE



DD254 ITEM 13 SUPPLEMENTAL PAGE

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

WHERE THE SECURITY CLASSIFICATION GUIDE (S) SPECIFIES A SPECIFIC DATE OR EVENT FOR DECLASSIFICATION, THE NEW DERIVATIVE CLASSIFICATION MARKINGS UNDER EXECUTIVE ORDER 12958 WILL APPLY.

ACCESS TO CRITICAL NUCLEAR WEAPONS DESIGN INFORMATION (CNWDI) IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT AND REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE SECRET OR TOP SECRET LEVEL, NEED-TO-KNOW, AND A SPECIAL BRIEFING. ACCESS TO AND SAFEGUARDING OF CNWDI INFORMATION SHALL BE IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPO), CHAPTER 9, SECTION 2. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

ACCESS TO RESTRICTED DATA AND/OR FORMERLY RESTRICTED DATA IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT AND REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL, NEED-TO-KNOW, AND SHALL BE IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPO), CHAPTER 9, SECTION 1. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

ACCESS TO NATO INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT. ACCESS TO AND SAFEGUARDING OF NATO INFORMATION SHALL BE IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPO) CHAPTER 10, SECTION 7. ACCESS TO NATO INFORMATION REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL, NEED-TO-KNOW, AND SPECIAL BRIEFING. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

ACCESS TO DOCUMENTS CONTAINING INTELLIGENCE INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT ATTACHMENT #1, "SECURITY GUIDELINES FOR THE HANDLING OF INTELLIGENCE INFORMATION FOR CONTRACTORS" AND ATTACHMENT #2, DCID 1/7, "SECURITY CONTROLS ON THE DISSEMINATION OF INTELLIGENCE INFORMATION" PROVIDE GUIDANCE ON CONTROL OF INTELLIGENCE INFORMATION. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT. PROCEDURES WILL BE IN ACCORDANCE WITH THE NISPO, DOD 5220.22-M; USER AGENCY SECURITY GUIDANCE, AND INDIVIDUAL TASK ORDER REQUIREMENTS.

ACCESS TO CLASSIFIED INFORMATION OUTSIDE THE U.S. CONTINUED:

THE CONTRACTOR AND ITS SUB-CONTRACTORS, IF PERFORMING OR TRAVELING OUTSIDE THE UNITED STATES UNDER THIS CONTRACT SHALL COMPLY WITH THE REQUIREMENTS OF DFARS CLAUSE 252.225-7043 - ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 1998) SECURITY REQUIREMENTS, ATTACHMENT #3.

ALL CLASSIFIED MATERIAL RECEIVED OR GENERATED UNDER SPECIFIC TASK ORDERS MAY BE RETAINED BY CONTRACTOR UNTIL COMPLETION OF CONTRACT UNLESS OTHERWISE SPECIFIED BY THE USER. UPON COMPLETION OF THIS CONTRACT, REQUEST FOR RETENTION/TRANSFER/DISPOSITION OF CLASSIFIED MATERIAL MUST BE SUBMITTED TO OFFICIAL IN BLOCK 16.A

ADEQUATE STORAGE WILL BE PROVIDED FOR CLASSIFIED HARDWARE WHICH IS OF SUCH SIZE OR QUANTITY IT CANNOT BE SAFEGUARDED IN A REGULAR SIZE APPROVED STORAGE CONTAINER.

SECURITY CLASSIFICATION GUIDES:

OPNAVINST C5513.2B (71) CRUISE MISSILE; OPNAVINST S5513.3B, ENCLOSURE (11), "AEGIS, MK7" WHICH IS FORWARDED BY AEGIS PROGRAM MANAGER LETTER OF 3 MAY 1996, SERIAL 400B/129; S5513.3B (25) EXPLOSIVES; S5513.3B-28.1 FUZES; OPNAVINST S5513.3B (69) TARGETS, AIR & SHIP VULNERABILITY & ORDNANCE SYSTEMS ANALYSIS; S5513.4C, ENCLOSURE (4) NAVAL INTELLIGENCE, GENERAL;

ADDITIONAL SECURITY CLASSIFICATION GUIDES:

OPNAVINST S5513.8B, ENCLOSURE (3), "ECM/ECCM, GENERAL; S5513.8B, ENCLOSURE (18), "RADAR, GENERAL". S5513.8C (54) ELECTRO-MAGNETIC ENVIRONMENTAL EFFECTS; THE SECURITY CLASSIFICATION GUIDES AND ANY ADDITIONAL CLASSIFICATION GUIDES WILL BE PROVIDED BY THE USER AGENCY TECHNICAL POINT OF CONTACT PER DELIVERY ORDER.

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

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

TEMPEST SECURITY REQUIREMENTS ARE IN ADDITION TO THE NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM). ATTACHMENT #4 REQUIREMENTS ARE IMPOSED IF ANY ELECTRICAL PROCESSING INFORMATION CLASSIFIED AT THE SECRET OR HIGHER LEVEL IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT. FOR ADDITIONAL SECURITY REQUIREMENTS FOR AUTOMATIC DATA PROCESSING (ADP), REFER TO DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), CHAPTER 8 AND CHAPTER 11, SECTION 1. PUBLIC RELEASE IS NOT AUTHORIZED FOR TEMPEST SECURITY INFORMATION OR REQUIREMENTS. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

THE CONTRACTOR IS REQUIRED TO PROVIDE OPERATION SECURITY (OPSEC) PROTECTION FOR ALL CLASSIFIED INFORMATION (AS DEFINED BY FAR 4.401) AND SENSITIVE INFORMATION. IN ORDER TO MEET THIS REQUIREMENT, THE CONTRACTOR SHALL DEVELOP, IMPLEMENT AND MAINTAIN A FACILITY LEVEL OPSEC PROGRAM IN ACCORDANCE WITH ATTACHMENT #5, "OPERATIONS SECURITY GUIDANCE FOR CONTRACTORS" DATED AUGUST 1993, AND GUIDANCE PROVIDED. THE DEFENSE INVESTIGATIVE SERVICE (DIS) WILL PERFORM OPSEC INSPECTIONS AS REQUIRED.

THE "FOR OFFICIAL USE ONLY" INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE SAFEGUARDED IN ACCORDANCE WITH ATTACHMENT #6.

SPECIAL ACCESS POLICY APPLIES TO THIS PROCUREMENT. ACCESS TO OR KNOWLEDGE OF THAT PORTION OF THE WORK WILL BE RESTRICTED TO THOSE INDIVIDUALS WHO HAVE A NEED-TO-KNOW, A U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL AND A SPECIAL BRIEFING. ONLY THAT INFORMATION SPECIFICALLY REQUIRED FOR THEIR DUTIES MAY BE REVEALED TO THEM. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING. DEFENSE SECURITY SERVICE IS RELIEVED OF INSPECTION RESPONSIBILITY FOR THE SPECIAL ACCESS PROGRAM(S) RELEASED TO OR DEVELOPED UNDER THIS CONTRACT.

ACCESS TO AND SAFEGUARDING OF COMSEC INFORMATION/MATERIAL WILL BE IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM) AND DOD 5220.22-S, INDUSTRIAL SECURITY MANUAL, COMSEC SUPPLEMENT OF 17 MAR 88.

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

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

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

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

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

SECURITY GUIDELINES FOR THE HANDLING OF INTELLIGENCE INFORMATION FOR CONTRACTORS:

1. Intelligence released to cleared DoD contractors, all reproductions thereof, and all other information generated based on, or incorporating data from, remain the property of the U.S. Government. The releasing command shall govern final disposition of intelligence information unless retention is authorized. Provide the Director, ONI (ONI-5) with a copy of the retention authorization.
2. Cleared DoD contractors shall not release intelligence to any of their components or employees not directly engaged in providing services under contract or other binding agreement or to another contractor (including subcontractors) without the consent of the releasing command.
3. Cleared DoD contractors who employ foreign nationals or immigrant aliens shall obtain approval from the Director, ONI (ONI-5) before releasing intelligence, regardless of their LAA.
4. See Attachment # , DCID 1/7, "Security Controls on the Dissemination of Intelligence Information", dated 30 JUNE 1998.

ATTACHMENT # / TO DD-254

DCID 1/7

Security Controls on the Dissemination of Intelligence Information

(Effective 30 June 1998)

Introduction

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

1.0 Policy

- 1.1 It is the policy of the DCI that intelligence be produced in a way that balances the need for maximum utility of the information to the intended recipient with protection of intelligence sources and methods. The controls and procedures established by this directive should be applied uniformly in the dissemination and use of intelligence originated by all Intelligence Community components in accordance with the following principles:
 - 1.1.1 Originators of classified intelligence information should write for the consumer. This policy is intended to provide for the optimum dissemination of timely, tailored intelligence to consumers in a form that allows use of the information to support all need to know customers.
 - 1.1.2 The originator of intelligence is responsible for determining the appropriate level of protection prescribed by classification and dissemination policy. Originators shall take a risk management approach when preparing information for dissemination.

2.0 Purpose

- 2.1 This Directive establishes policies, controls, and procedures for the dissemination and use of intelligence information to ensure that, while facilitating its interchange for intelligence purposes, it will be adequately protected. This Directive implements and amplifies applicable portions of the directives of the Information Security Oversight Office issued pursuant to Executive Order (E.O.) 12958 and directives of the Security Policy Board issued pursuant to E.O. 12958 and PDD-29.
- 2.2 Additionally, this Directive sets forth policies and procedures governing the release of intelligence to contractors and consultants, foreign governments, international organizations or coalition partners consisting of sovereign states, and to foreign nationals and immigrant aliens, including those employed by the US Government. pursuant to DCID 5/6, Intelligence Disclosure Policy.
- 2.3 Executive Order 12958 provides for the establishment of Special Access Programs, including Sensitive Compartmented Information. DCID 3/29 provides procedures for the establishment and review of Special Access Programs pertaining to intelligence activities and restricted collateral information. Intelligence Community components may establish and maintain dissemination controls on such information as approved under the policies and procedures contained in DCID 3/29, this DCID, and implementing guidance.

3.0 Definitions

- 3.1 "Caveated" information is information subject to one of the authorized control markings under Section 9.
- 3.2 Intelligence Community (and agencies within the Intelligence Community) refers to the United States Government agencies and organizations and activities identified in section 3 of the National Security Act of 1947, as amended, 50 USC 401a(4), and Section 3.4(f) (1 through 6) of Executive Order 12333.
- 3.3 Intelligence information and related materials (hereinafter referred to as "Intelligence") include the following information, whether written or in any other medium, classified pursuant to E.O. 12958 or any predecessor or successor Executive Order:
 - 3.3.1 Foreign intelligence and counterintelligence defined in the National Security Act of 1947, as amended, and in Executive Order 12333;
 - 3.3.2 Information describing US foreign intelligence and counterintelligence activities, sources, methods, equipment, or methodology used for the acquisition, processing, or exploitation of such intelligence; foreign military hardware obtained through intelligence activities for exploitation and the results of the exploitation; and any other data resulting from US intelligence collection efforts; and,
 - 3.3.3 Information on Intelligence Community protective security programs (e.g., personnel, physical, technical, and information security).
- 3.4 "Need-to-know" is the determination by an authorized holder of classified information that a prospective recipient requires access to specific classified information in order to perform or assist in a lawful and authorized governmental function. Such persons shall possess an appropriate security clearance and access approval granted pursuant to Executive Order 12968, Access to Classified Information.
- 3.5 Senior Official of the Intelligence Community (SOIC) is the head of an agency, office, bureau, or other intelligence element as identified in Section 3 of the National Security Act of 1947, as amended, 50 USC 401a(4), and Section 3.4(f) (1 through 6) of Executive Order 12333.
- 3.6 A "tear line" is the place on an intelligence report (usually denoted by a series of dashes) at which the sanitized version of a more highly classified and/or controlled report begins. The sanitized

sanitized version of a more highly classified and/or controlled report begins. The sanitized information below the tear line should contain the substance of the information above the tear line, but without identifying the sensitive sources and methods. This will permit wider dissemination, in accordance with the "need to know" principle and foreign disclosure guidelines, of the information below the tear line.

4.0 General Applicability

- 4.1 In support of the Policy Statement in Section 1.0, classifiers of intelligence information shall take a risk management approach when preparing information for dissemination. In the interest of the widest possible dissemination of information to consumers with a "need to know", classifiers shall carefully consider the needs of all appropriate intelligence consumers regarding sources and methods information or sensitive analytic comments and use control markings only when necessary and in accordance with this directive, using tearlines and other formats to meet consumer needs for intelligence.
- 4.2 In carrying out this policy, intelligence producers shall prepare their reports and products at the lowest classification level commensurate with expected damage that could be caused by unauthorized disclosure. When necessary, the material should be prepared in other formats (e.g. tear-line form) to permit broader dissemination or release of information.
- 4.3 All material shall be portion marked to allow ready identification of information that cannot be broadly disseminated or released, except for material for which a waiver has been obtained under EO 12958.
- 4.4 The substance of this Directive shall be promulgated by each Intelligence Community component, and appropriate procedures permitting prompt interagency consultation established.

5.0 Use By and Dissemination Among Executive Branch Departments/Agencies of the US Government

- 5.1 Executive Order 12958 provides that classified information originating in one US department or agency shall not be disseminated beyond any recipient agency without the consent of the originating agency. However, to facilitate use and dissemination of intelligence within and among Intelligence Community components and to provide for the timely flow of intelligence to consumers, the following controlled relief to the "third agency rule" is hereby established:
- 5.1.1 Each Intelligence Community component consents to the use of its classified intelligence in classified intelligence products of other Intelligence Community components, including its contractors under Section 6, and to the dissemination of those products within executive branch departments/agencies of the US Government, except as specifically restricted by controls defined in this directive or other DCI guidance.
 - 5.1.2 As provided in 5.1.1, classified intelligence that bears no restrictive control markings may be given secondary US dissemination in classified channels to any US executive branch department/agency not on original distribution if (a) the intelligence has first been sanitized by the removal of all references and inferences to intelligence sources and methods and the identity of the producing agency, or (b) if the product is not so sanitized, the consent of the originator has been obtained. If there is any doubt concerning a reference or inference to intelligence sources and methods, relevant intelligence documents should not be given secondary dissemination until the recipient has consulted with the originator.
 - 5.1.3 Any component disseminating intelligence beyond the Intelligence Community assumes responsibility for ensuring that recipient organizations agree to observe the need-to-know principle and the restrictions prescribed by this directive, and to maintain adequate safeguards.

6.0 Policy and Procedures Governing the Release of Intelligence to Contractors and Consultants

- 6.1.1 SOICs, or their designees, may release intelligence to appropriately cleared or access-approved US contractors and consultants (hereinafter "contractor") having a demonstrated "need to know" without referral to the originating agency prior to release provided that:
 - 6.1.1.1 At the initiation of the contract, the SOIC or her/his designee specifies and certifies in writing that disclosure of the specified information does not create an unfair competitive advantage for the contractor or a conflict of interest with the contractor's obligation to protect the information. If, during the course of the contract, the contractor's requirements for information changes to require new or significantly different information, the SOIC or his/her designee shall make a new specification and certification. In cases where the designated official cannot or does not resolve the issue of unfair competitive advantage or conflict of interest, consent of the originator is required;
 - 6.1.1.2 Release is made only to contractors certified by the SOIC (or designee) of the sponsoring organization as performing classified services in support of a national security mission;
 - 6.1.1.3 The contractor has an approved safeguarding capability if retention of the intelligence is required;
 - 6.1.1.4 Contractors are not authorized to disclose further or release intelligence to any of their components or employees or to another contractor (including subcontractors) without the prior written notification and approval of the SOIC or his/her designee unless such

disclosure or release is authorized in writing at the initiation of the contract as an operational requirement;

- 6.1.1.5 Intelligence released to contractors, all reproductions thereof, and all other material generated based on, or incorporating data therefrom (including authorized reproductions), remain the property of the US Government. Final disposition of intelligence information shall be governed by the sponsoring agency;
 - 6.1.1.6 National Intelligence Estimates (NIEs), Special National Intelligence Estimates (SNIEs), and Interagency Intelligence Memoranda may be released to appropriately cleared contractors possessing an appropriate level facility clearance and need-to-know, except as regulated by provisions concerning proprietary information as defined in sections 6.1.1.7 and 9.3, below;
 - 6.1.1.7 Except as provided in section 6.3 below, intelligence that bears the control marking "CAUTION-PROPRIETARY INFORMATION INVOLVED" (abbreviated "PROPIN" or "PR") may not be released to contractors, unless prior permission has been obtained from the originator and those providing the intelligence to the originator. Intelligence that bears the control marking, "Dissemination and Extraction of Information Controlled By Originator" (abbreviated "ORCON") may only be released to contractors within Government facilities. These control markings are further described under Sections 9.2 and 9.3, below; and
 - 6.1.1.8 Authorized release to foreign nationals or foreign contractors is undertaken through established channels in accordance with sections 7 and 8, and DCID 5/6, Intelligence Disclosure Policy, and the National Policy and Procedures for the Disclosure of Classified Military Information to Foreign Governments and International Organizations (abbreviated title: National Disclosure Policy 1 or NDP 1) to the extent consistent with DCIDs and other DCI guidance.
- 6.2 Policies and Procedures for Contractors Inside Government Owned or Controlled Facilities
- 6.2.1 Contractors who perform duties inside a Government owned or controlled facility will follow the procedures and policies of that sponsoring Intelligence Community member in accordance with Section 6.1 of this directive
- 6.3 Policies and Procedures for Contractors Outside Government Owned or Controlled Facilities
- 6.3.1 Contractors who perform duties outside of Government owned or controlled facilities will adhere to the following additional policies and procedures:
 - 6.3.1.1 The SOIC of the sponsoring agency, or her/his designee, is responsible for ensuring that releases to contractors of intelligence marked ORCON and/or PROPIN are made only with the consent of the originating agency pursuant to this Directive and through established channels; (See Sections 9.2 and 9.3);
 - 6.3.1.2 The sponsoring agency shall maintain a record of material released;
 - 6.3.1.3 Contractors shall establish procedures to control all intelligence received, produced, and held by them in accordance with the provisions of the National Industrial Security Program Operating Manual. This will not impose internal receipt and document accountability requirements for internal traceability and audit purposes;
 - 6.3.1.4 All reproductions and extractions of intelligence shall be classified, marked, and controlled in the same manner as the original(s);
 - 6.3.1.5 Sensitive Compartmented Information released to contractors shall be controlled pursuant to the provisions of DCID 1/19, Security Policy for Sensitive Compartmented Information (SCI); and,
 - 6.3.1.6 Sponsoring agencies shall delete any reference to the Central Intelligence Agency, the

phrase "Directorate of Operations" and any of its components, the place acquired, the field number, the source description, and field dissemination from all CIA Directorate of Operations reports passed to contractors, unless prior approval to do otherwise is obtained from CIA.

7.0 Release to Foreign Governments, International Organizations, and Coalition Partners

- 7.1 It is the policy of the DCI that intelligence may be shared with foreign governments, and international organizations or coalition partners consisting of sovereign states to the extent such sharing promotes the interests of the United States, is consistent with US law, does not pose unreasonable risk to US foreign policy or national defense, and is limited to a specific purpose and normally of limited duration. The release of intelligence to such entities is subject to this Directive, DCID 5/6, Intelligence Disclosure Policy, and NDP 1 to the extent consistent with DCIDs and other DCI guidance.
- 7.1.1 Intelligence Community elements shall restrict the information subject to control markings to the minimum necessary. If it is not possible to prepare the entire report at the collateral, uncaveated level, IC elements shall organize their intelligence reports and products to identify clearly information not authorized for release to foreign entities.
- 7.2 Intelligence information that bears no specific control marking may be released to foreign governments, international organizations, or coalition partners provided that:
- 7.2.1 A positive foreign disclosure decision is made by a Designated Intelligence Disclosure Official in accordance with procedures in DCID 5/6;
- 7.2.2 No reference is made to the originating agency or to the source of the documents on which the released product is based; and,
- 7.2.3 The source or manner of acquisition of the intelligence (including analytic judgments or techniques), and/or the location where the intelligence was collected (if relevant to protect sources and methods) is not revealed and cannot be deduced in any manner.
- 7.3 RESTRICTED DATA and FORMERLY RESTRICTED DATA may only be released to foreign governments pursuant to an agreement for cooperation as required by Sections 123 and 144 of Public Law 585, Atomic Energy Act of 1954, as amended.

8.0 Dissemination to Non-Governmental Foreign Nationals or Foreign Contractors

- 8.1 It is the policy of the DCI that no classified intelligence will be shared with foreign nationals, foreign contractors, or international organizations not consisting of sovereign states, except in accordance with the provisions of this Section.
- 8.2 Intelligence, even though it bears no restrictive control markings, will not be released in any form to foreign nationals or immigrant aliens (including those employed by, used by, or integrated into the US Government) without the permission of the originator. In such cases where permission of the originator has been granted, the release must be in accordance with DCID 5/6, and the NDP 1 to the extent consistent with DCIDs and other DCI guidance.
- 8.3 Release of intelligence to a foreign contractor or company under contract to the US Government must be through the foreign government of the country which the contractor is representing, unless otherwise directed in government-to-government agreements or there is an appropriate US channel for release of the information. Provisions concerning release to foreign governments is contained in Section 7.0, above.

9.0 Authorized Control Markings

- 9.1 DCI policy is that the authorized control markings for intelligence information in this Section shall be individually assigned as prescribed by an Original Classification Authority (OCA) or by officials designated by a SOIC and used in conjunction with security classifications and other markings specified by Executive Order 12958 and its implementing directive(s). Unless originator consent is obtained, these markings shall be carried forward to any new format or medium in which the same information is incorporated.
- 9.1.1 To the maximum extent possible, information assigned an authorized control marking shall not be combined with uncaveated information in such a way as to render the uncaveated information subject to the control marking. To fulfill the requirements of paragraph 9.6.1 below, SOICs shall establish procedures in implementing directives to expedite further dissemination of essential intelligence. Whenever possible, caveated intelligence information reports should include the identity and contact instructions of the organization authorized to approve further dissemination on a case-by-case basis.
- 9.2 "DISSEMINATION AND EXTRACTION OF INFORMATION CONTROLLED BY ORIGINATOR" (ORCON)
- 9.2.1 This marking (ORCON or abbreviated OC) may be used only on classified intelligence that clearly identifies or would reasonably permit ready identification of intelligence sources or methods that are particularly susceptible to countermeasures that would nullify or measurably reduce their effective-ness. It is used to enable the originator to maintain continuing knowledge and supervision of distribution of the intelligence beyond its original dissemination. This control marking may not be used when access to the intelligence information will reasonably be protected by use of its classification markings, i.e., CONFIDENTIAL, SECRET or TOP SECRET, or by use of any other control markings specified herein or in other DCIDs. Requests for further dissemination of intelligence bearing this marking shall be reviewed in a timely manner.
- 9.2.2 Information bearing this marking may be disseminated within the headquarters² and specified subordinate elements of recipient organizations, including their contractors within Government facilities. This information may also be incorporated in whole or in part into other briefings or products, provided the briefing or intelligence product is presented or distributed only to original recipients of the information. Dissemination beyond headquarters and specified

subordinate elements or to agencies other than the original recipients requires advance permission from the originator.

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

9.2.4 As ORCON is the most restrictive marking herein, agencies that originate intelligence will follow the procedures established in the classified DCID 1/7 Supplement, "Guidelines for Use of ORCON Caveat."

9.3 "CAUTION-PROPRIETARY INFORMATION INVOLVED" (PROPIN). This marking is used, with or without a security classification, to identify information provided by a commercial firm or private source under an express or implied understanding that the information will be protected as a proprietary trade secret or proprietary data believed to have actual or potential value³. This marking may be used on government proprietary information only when the government proprietary information can provide a contractor(s) an unfair advantage, such as US Government budget or financial information. Information bearing this marking shall not be disseminated outside the Federal Government in any form without the express permission of the originator of the intelligence and provider of the proprietary information. This marking precludes dissemination to contractors irrespective of their status to, or within, the US Government without the authorization of the originator of the intelligence and provider of the information. This marking shall be abbreviated "PROPIN" or "PR."

9.4 "NOT RELEASABLE TO FOREIGN NATIONALS" - NOFORN (NF). This marking is used to identify intelligence which an originator has determined falls under the criteria of DCID 5/6, "Intelligence Which May Not Be Disclosed or Released," and may not be provided in any form to foreign governments, international organizations, coalition partners, foreign nationals, or immigrant aliens without originator approval.

9.5 "AUTHORIZED FOR RELEASE TO..(name of country(ies)/international organization)" (REL TO). This control marking is used when a limited exception to the marking requirements in Section 9.4 may be authorized to release the information beyond US recipients. This marking is authorized only when the originator has an intelligence sharing arrangement or relationship with a foreign government approved in accordance with DCI policies and procedures that permits the release of the specific intelligence information to that foreign government, but to no other in any form without originator consent.

9.6 Further Dissemination of Intelligence with Authorized Control Marking(s)

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

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

9.6.3 If there are any questions about whom to contact for guidance, recipients are also encouraged

to contact the Director of Central Intelligence (DCI) representative at the Commander-in-Chief (CINC) Headquarters, overseas mission, trade delegation, or treaty negotiating team under which they operate.

- 9.7 A SOIC may authorize the use of additional security control markings for Sensitive Compartmented Information (SCI), Special Access Program (SAP) information, restricted collateral information, or other classified intelligence information, consistent with policies and procedures contained in DCID 3/29 and this directive. A uniform list of security control markings authorized for dissemination of classified information by components of the Intelligence Community, and the authorized abbreviated forms of such markings, shall be compiled in the central register maintained pursuant to DCID 3/29. The forms of the markings and abbreviations listed in this register shall be the only forms of those markings used for dissemination of classified information by components of the Intelligence Community, unless an exception is specifically authorized by a SOIC.

10.0 Dissemination and Disclosure Under Emergency Conditions

- 10.1 Certain emergency situations ⁴ that involve an imminent threat to life or mission warrant dissemination of intelligence to organizations and individuals not routinely included in such dissemination. When the national command authority (NCA) directs that an emergency situation exists, SOICs will ensure that intelligence support provided to the ongoing operations conforms with this Directive, DCID 5/6, and NDP 1 to the maximum extent practical and consistent with the mission.
- 10.1.2 Dissemination of intelligence under this provision is authorized only if: (a) an authority designated by the military commander or civilian official determines that adherence to this DCID reasonably is expected to preclude timely dissemination to protect life or mission; (b) disseminations are for limited duration and narrowly limited to persons or entities that need the information within 72 hours to satisfy an imminent emergency need; and (c) there is insufficient time to obtain approval through normal intelligence disclosure channels.
- 10.1.3 The disclosing authority will report the dissemination through normal disclosure channels within 24 hours of the dissemination, or at the earliest opportunity thereafter as the emergency permits. For purposes of this provision, planning for contingency activities or operations not expected to occur within 72 hours does not constitute "imminent" need that warrants exercise of the emergency waiver to bypass the requirements of this DCID.
- 10.1.4 Military commanders and/or responsible civilian officials will ensure that written guidelines for emergency dissemination contain provisions for safeguarding disseminated intelligence and notifying producers of disclosures of information necessary to meet mission requirements.
- 10.1.5 The NCA, and/or major commands or responsible civilian officials will immediately advise intelligence producers when the emergency situation ends.

11.0 Procedures Governing Use of Authorized Control Markings

- 11.1 Any recipient desiring to disseminate intelligence in a manner contrary to the control markings established by this Directive must obtain the advance permission of the agency that originated the intelligence. Such permission applies only to the specific purpose agreed to by the originator and does not automatically apply to all recipients. Producers of intelligence will ensure that prompt consideration is given to recipients' requests with particular attention to reviewing and editing, if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control marking(s).
- 11.2 The control markings authorized above shall be shown on the title page, front cover, and other applicable pages of documents; incorporated in the text of electrical communications; shown on graphics; and associated (in full or abbreviated form) with data stored or processed in automated information systems. The control markings also shall be indicated by parenthetical use of the marking abbreviations at the beginning or end of the appropriate portions in accordance with E.O. 12958.

12.0 Obsolete Restrictions and Control Markings

- 12.1 The following control markings are obsolete and will not be used in accordance with the following guidelines:
 - 12.1.1 **WNINTEL** and **NOCONTRACT**. The control markings, **Warning Notice - Intelligence Sources or Methods Involved (WNINTEL)**, and **NOT RELEASABLE TO CONTRACTORS/CONSULTANTS** (abbreviated **NOCONTRACT** or **NC**) were rendered obsolete effective 12 April 1995. No permission of the originator is required to release, in accordance with this Directive, material marked **WNINTEL**. Holders of documents prior to 12 April 1995 bearing the **NOCONTRACT** marking should apply the policies and procedures contained in Section 6.1 for possible release of such documents.
 - 12.1.2 Remarking of material bearing the **WNINTEL**, or **NOCONTRACT**, control marking is not required; however, holders of material bearing these markings may line through or otherwise remove the marking(s) from documents or other material.
 - 12.1.3 Other obsolete markings include: **WARNING NOTICE-INTELLIGENCE SOURCES OR METHODS INVOLVED**, **WARNING NOTICE-SENSITIVE SOURCES AND METHODS INVOLVED**, **WARNING NOTICE-INTELLIGENCE SOURCES AND METHODS INVOLVED**, **WARNING NOTICE-SENSITIVE INTELLIGENCE SOURCES AND METHODS INVOLVED**, **CONTROLLED DISSEM, NSC PARTICIPATING AGENCIES ONLY**, **INTEL COMPONENTS ONLY, LIMITED**, **CONTINUED CONTROL**, **NO DISSEM ABROAD**, **BACKGROUND USE ONLY**, **USIB ONLY**, **NFIB ONLY**.
- 12.2 Questions with respect to current applications of all control markings authorized by earlier Directives on the dissemination and control of intelligence and used on documents issued prior to the effective date of this Directive should be referred to the agency or department originating the intelligence so marked.

13.0 Reporting Unauthorized Disclosures

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

14.0 Responsibilities of SOICs

- 14.1 SOICs shall be responsible for the implementation of internal controls and shall conduct training to ensure that the dissemination and release policies contained in this Directive and the limitations on the use of control markings are followed. SOICs shall assure that agency personnel are accountable for the proper marking of classified information under this Directive and Section 5.6 of EO 12958.
- 14.2 SOICs shall establish challenge procedures by which US consumers may register complaints about the misuse of control markings or the lack of use of tear line reporting or portion marking. Information concerning such challenges shall be provided to the Security Policy Board staff upon request or for the annual review.

15.0 Annual Report on the Use of Control Markings

- 15.1 The Security Policy Board staff shall report to the DCI and Deputy Secretary of Defense on Intelligence Community compliance with this Directive, including recommendations for further policies in this area. The report will include an in-depth evaluation of the use of control markings in intelligence reporting/production, including consumer evaluations and producer perspectives on implementation of the Directive. The report shall also include information and statistics on challenges formally lodged pursuant to agency procedures under section 1.9 of Executive Order 12958 within and among intelligence agencies on the use of control markings, including their adjudication and the number of times the authority in Section 10 was used and the documents provided. In order to inform the Security Policy Board staff of substantive detail in these areas for purposes of this review, Intelligence Community elements shall respond to requests for information from the Security Policy Board staff. Intelligence Community elements may build this program into their Self-Inspection programs under E.O. 12958. The Security Policy Board staff shall also obtain pertinent information on this subject from intelligence consumers as required.
- 15.2 The report required by this Section shall be conducted annually, unless otherwise directed by the DCI. The Staff Director, Security Policy Board shall establish the schedule for the report.

16.0 Interpretation

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

Signed by George D. Tenet

30 June 1998

Director of Central Intelligence

Date

Footnotes:

- 1 This Directive supersedes DCID 1/7, dated 12 April 1995
 - 2 Recipients will apprise originating agencies as to which components comprise the headquarters element and identify subordinate elements that may be included as direct recipients of intelligence information.
 - 3 This provision is a requirement of the Trade Secrets Act, as amended (18 USC 1905). The consent of the originator is required to permit release of material marked CAUTION-PROPRIETARY INFORMATION INVOLVED, PROPIN or PR to other than federal government employees.
 - 4 For the purposes of implementing this portion of the DCID, "emergency situation" is defined as one of the following:
 - a. declared Joint Chiefs of Staff (JCS) alert condition of defense emergency, air defense emergency or DEFCON 3;
 - b. hostile action(s) being initiated against the United States or combined US/coalition/friendly forces;
 - c. US persons or facilities being immediately threatened by hostile forces;
 - d. US or combined US/coalition/friendly forces planning for or being deployed to protect or rescue US persons, or US/coalition/friendly forces;
 - e. US civilian operations in response to US or international disasters/catastrophes of sufficient severity to warrant Presidential declared disaster assistance/relief.
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Note:

DCID 1/7 must be marked CONFIDENTIAL//NOFORN//X1 when attached to the text of the DCID 1/7 Supplement.

UNCLASSIFIED//FOR OFFICIAL USE ONLY

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE
CONTRACTORS OUTSIDE THE
UNITED STATES (JUN 1998)

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is-

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the following office: Naval Criminal Investigative Service (NCIS), Code 24; telephone, DSN 228-9113 or commercial (202) 433-9113.

(End of clause)

CONTRACTOR TEMPEST QUESTIONNAIRE

1. The following TEMPEST questionnaire must be completed and sent to the contracting authority and the Certified TEMPEST Technical Authority within 30 days after contract has been awarded to CONTRACTORS who will be processing National Security Information at the SECRET - SPECIAL CATEGORY or higher level. This is an information collection questionnaire only. This is not a directive, implied requirement or an encouragement to procure TEMPEST equipment or shielding for use on this contract. DO NOT procure TEMPEST equipment unless specifically directed by the contracting authority.

a. Please answer the following questions promptly and return the information to the contracting authority and to the Certified TEMPEST Technical Authority listed below:

Department of the Navy
Code 723AF
SPAWARSYSCEN
P. O. Box 190022
North Charleston, SC 29419-9022

1. What is the highest classification level of material to be processed/handled by electronic or electromechanical automated information processing equipment?

2. What special categories of classified material (Sensitive Compartmented Information, Nuclear Command and Control, Special Access Program, Single Integrated Operational Plan, etc.) are processed?

3. What is the approximate percentage of processing time for Top Secret and Special Category information compared to the total processing time?

4. Provide the specific location, address and zip code, where the classified processing will be performed.

5. Provide facility information, are there other tenants, other tenant's names, type of business (govt., commercial, foreign commercial, foreign govt., etc.).

6. Provide the name, address, position title and phone number at the facility where classified processing will occur, a point of contact who is knowledgeable of the processing requirement, the types of equipment to be used and the physical layout of the facility.

7. Perishability of Information Processed - Identify if the information being processed is of long term value (e.g. strategic) or short term value (e.g. tactical).

8. Physical Control - Describe the physical/access control over the facility and areas containing the system under review. This includes guards (number, hours of posting, patrols, etc.); badging; control over access to facility; alarms; procedures to monitor/control uncleared or unauthorized personnel including maintenance force, vending personnel, and telephone/power maintainers/installers. Determine the level of authority which exists for the inspection or removal of personnel who could potentially exploit TEMPEST vulnerabilities. Examine the posting of warning signs and the implementation of procedures in effect to exercise control over parking and other areas adjacent to or in close proximity to the facility/system under review.

9. TEMPEST Profile of Equipment - Provide generic or actual TEMPEST profile information for each equipment/system-used to process classified information at the facility. Identify existing on-site TEMPEST test results for the facility including zoning tests.

b. Is this company foreign owned or controlled? If so what is the country?

c. Provide contract number and identify sponsoring command.

2. Additional information:

a. Prime contractors cannot pass TEMPEST requirements to subcontractors. Subcontractors must submit a Contractor TEMPEST Questionnaire prior to processing.

b. Interim processing for Top Secret Non Special Category and below is allowed once the contractor's TEMPEST Countermeasure Review is received.

c. TEMPEST Countermeasure Reviews for awarded contracts should be mailed return receipt requested to:

Department of the Navy
Code 723AF
SPAWARSYSCEN
P. O. Box 190022
North Charleston, SC 29419-9022

d. Provide the local TEMPEST Control Officer with copy of countermeasure results.

e. For questions concerning the completion of this form contact Mr. Andy Fisher at (803) 974-6785, DSN 563-2030 extension 6785, at SPAWARSYSCEN.

**OPERATIONS SECURITY
GUIDANCE
FOR
CONTRACTORS**

AUGUST 1993

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

**AND
POINT MUGU, CA. 93042-5000**

ATTACHMENT # 5 TO DD-254

OPERATIONS SECURITY GUIDANCE FOR CONTRACTORS

DEFINITION

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

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

BACKGROUND

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

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

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

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

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

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

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

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

INDICATORS

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

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

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

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

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

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

PROCESS

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

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

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

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

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

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

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

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

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

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

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

a. Vulnerabilities can often be minimized but rarely eliminated

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

SPECIAL CONSIDERATIONS

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

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

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

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

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

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

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

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