SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING C9	PAGE 1 OF PAGES 106

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
N68936-00-D-0022	N68936-99-R-0025	[ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	13 Apr 1999	SEE SCHEDULE

7. ISSUED BY CODE N60530
COMMANDER
NAWCWPNS, CODE 210000D
1 ADMIN CIRCLE
CHINA LAKE CA 93555-

8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and

SOLICITATION

9. Sealed offers in original and * copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in *See Sec L. General until 16 30 (Hour) local time 27 May 1999 (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	WINNIE S. RENTA	(760) 446-9427

11. TABLE OF CONTENTS

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		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
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X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	5	X	J	LIST OF ATTACHMENTS	67
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	0001	4/29/99	0003	5/07/99
	0002	5/05/99	0004	5/17/99

15A. NAME AND ADDRESS OF OFFEROR
CAGE CODE 72726 FACILITY
EER Systems Inc. DUNS: [redacted]
10289 Aerospace Road
Seabrook, MD 20706

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
Coleman P. Shaughnessy
Director of Contracts

15B. TELEPHONE NO (Include area
(301) 577-8900

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. [ ]

17. SIGNATURE Coleman P. Shaughnessy

18. OFFER DATE 5/27/99

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBER

20. AMOUNT $81,558,321.00

21. ACCOUNTING AND APPROPRIATION
SEE HEREIN PAGE 2

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
[ ] 41 U.S.C. 253(c)( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise) ITEM G-TXT-20

24. ADMINISTERED BY (If other than Item 7) CODE S2404
DCMC, Baltimore-Manassas
10500 Battleview Parkway, Suite 200
Manassas, VA 22110-2342

25. PAYMENT WILL BE MADE BY CODE N60957
DFAS-OPLOC
P.O. Box 429100, Code FBV
San Diego, CA 92142-9100

26. NAME OF CONTRACTING OFFICER (Type or print)
JEAN BUTLER

27. UNITED STATES OF AMERICA
Jean Butler (Signature of Contracting) 14 Dec 1999

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

ORIGINAL

NAME OF OFFEROR OR CONTRACTOR

EER Systems Inc.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLAUSES INCORPORATED BY FULL TEXT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Weapons and Systems Integration Support Services in accordance with Statement of Work. PURCHASE REQUEST NUMBER N60530-8295-AALX	1,927,000	Hrs JO		
				ESTIMATED COST	
				*BASE FEE	
				SUBTOTAL EST COST + BASE	
				MAX AWARD FEE	
				TOTAL EST COST + FEE	81,558,321

*As stated in Section L, the Government desires a $0.00 Base Fee.

0002	Data in accordance with DD Form 1423, Contract Data Requirements List, Exhibit A	1	LO	**NSP

**NSP – Not separately priced.

0003	Phase Out Period	1	LO	***TBN, NTE

***TBN – To be negotiated. Item 0003 is to negotiated near the end of the contract performance period. NTE – Not to exceed. Item 0003 is not to exceed 20% of the total cost of the last year of the contract. DO NOT PRICE THIS ITEM.

APPROPRIATION AND ACCOUNTING DATA

AA 97X4930.NH2C 000 77777 0 068936 2F 000000 00R7D00RAAWD00 Amount: $1,000,000.00
JON: R7D00RAAWD FUNDS TYPE: O/H Work Completion Date: Not Applicable
Requisition Number: N605308295AALX

TEAM MEMBERS

Team members are: (If any, insert name and address, DUNS number and CAGE code for each. See Section L, 52.204-6 and 52.204-7001 for an explanation of DUNS and CAGE codes.)

AWARD FEE EVALUATION PROCEDURES AND PAYMENT

Award Fee evaluation procedures and payment formula will be in accordance with Section J, Attachment (1), Award Fee Plan.

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

(a) Performance Reports. The * SEE BELOW 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 five (5) 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 the PEB shall meet and shall review all grades and performance for work performed. 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 fifteen (15) 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.

* Head, Mission and Sensors Division, Avionics Department, of the 4.0 Research and Engineering Competency, Naval Air Warfare Center Weapons Division

LEVEL OF EFFORT (COST PLUS AWARD FEE)

(a) The level of effort estimated to ordered during the term of this contract is **1,927,000** man-hours of direct labor, including team member labor, if any. The estimated composition of the total man-hours of direct labor by classification is as follows:

LABOR CATEGORY		Per Year	Total
Engineer Scientist	Chief		
	Senior		
	Staff		
	Project		
	Entry		
Software Specialist	Senior		
	Staff		
	Project		
	Entry		
Hardware Specialist	Senior		
	Staff		
	Project		
	Entry		
Management Analyst Specialist	Senior		
	Staff		
	Project		
	Entry		
Engineering/Computer Aide	Senior		
	Staff		
	Entry		
Technical Document Aide	Senior		
	Staff		
	Entry		
TOTAL		385,400 per year	1,927,000

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 task 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 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).

MATERIALS

(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 directly required by Section C, Statement of Work are included.

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

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 and a maximum effort of 1,927,000 hours.

SECTION C DESCRIPTIONS AND SPECIFICATIONS

CLAUSES INCORPORATED BY FULL TEXT

0 STATEMENT OF WORK

1.0 SCOPE

1.0.1 Background

The Naval Air Warfare Center Weapons Division (NAWCWD) is the weapons systems integration and software support activity for all assigned aircraft Integrated Product Teams (IPTs). IPTs currently assigned to the China Lake site include the A-6, AV-8, F/A-18, AH-1, and Special Missions (EP-3, ES-3, and VPU) aircraft. The mission of the IPT is to provide research, development, test, evaluation, and integration support for aircraft weapons systems programs, including the software areas of the associated embedded tactical computer systems and related tactical support equipment.

The term "aircraft weapon system", in the context of this Statement Of Work (SOW), is defined as weapons/trainers/sensors and targeting/mission computer/avionics systems and software, including electronic warfare (EW) systems, integrated into NAWCWD IPT supported aircraft, as well as associated pre- and post-flight support systems, and/or support equipment hardware and software for any of the above.

A Weapons Systems Support Facility (WSSF) is an interactive computer system environment, supporting the aircraft IPT. The WSSF provides real-time simulation facilities for the development, design, integration, and testing of avionics, weapons, and tactical and mission support equipment software. The NAWCWD has WSSFs for the support of each of the assigned tactical aircraft types.

1.0.2 General Scope of Work

The contractor shall provide technical support services to all present and future NAWCWD China Lake aircraft IPTs and WSSFs and their associated aircraft weapons and related support systems. Current NAWCWD China Lake aircraft IPT responsibilities include supporting the following Naval aircraft: A-6, F/A-18, AV-8, AH-1, EP-3, ES-3, and VPU, and including related trainers, EW systems, support equipment, foreign military sales (FMS) versions of each aircraft, and other related systems.

As directed by written Task Orders (TOs), issued by the Government, the contractor shall provide support to China Lake aircraft IPTs in the following general areas:

(a) Integration of weapons, avionics, sensors and targeting systems, and system hardware and software (including system research and development);

(b) System test/simulator/trainer facility software and hardware design, development, fabrication, integration, and operation;

(c) Software engineering/development for aircraft computers, avionics, sensors and targeting systems, weapons systems, and mission and system support equipment (including Software Quality Assurance (SQA), Software Configuration Management (SCM), and Verification and Validation (V&V));

(d) IPT program-level support (including special technical research, studies, Quality Assurance (QA), Configuration Management (CM), and data and communications management);

(e) Aircraft modifications, and aircraft test instrumentation and telemetry systems design, development, installation, maintenance, service, setup, and operation (including ground-based telemetry systems).

2.0 APPLICABLE DOCUMENTS

Specific requirements documents (specifications, standards, process definition documents, etc.) and references will be defined by individual TOs. The Government will provide all necessary reference documents not commercially or generally available to the contractor. The following list of specifications, standards, and references is a summary of those currently imposed on TOs. The list is provided here for reference only.

ANSI Y14.5	Dimensioning and Tolerancing, 1/1/73
DOD-5000 series	Defense Acquisition, 3/15/96 and 3/23/98
DOD-STD-7935A	Automated Data Systems (ADS) Documentation, 10/31/88
MIL-STD-100G	Engineering Drawing Practices, 6/9/97
MIL-STD-498	Software Development and Documentation, 12/5/94
MIL-STE-882C1	System Safety Program Requirements & Associated Systems & Equipment Requirements, 1/19/96 (Change 1)
MIL-STD-973	Configuration Management, 1/13/95 (interim notice 3)
MIL-STD-1521 series	Technical Reviews & Audits for Systems and Equipment, 6/4/85
MIL-STD-1553B	Aircraft Internal Time Division Command/Response Multiplex Data Bus, 1/15/96 (notice 4)
MIL-STD-1760C	Interface Standard for Aircraft/Store Electrical Interconnection System, 3/20/97
MIL-STD-1806	Marking Technical Data Prepared by or for the Department of Defense, 2/1/90
MIL-HDBK-2000	Soldering of Electrical & Electronic Assemblies, 7/4/90
MIL-STD-2217 (note 1)	Requirements for Memory Loader/Verifier Multiplex Bus Interface with Avionics Systems, 5/28/93
MIL-DTL-31000A	Technical Data Packages, 6/9/97
NAVAIR 01-1A-505	Technical Manual - Installation Practices - Aircraft Electric and Electronic Wiring, 6/15/88
NAVSO Pamphlet 3627	Earned Value Systems, 1/1/60
	"Extended Relational Analysis", Workshop Version 6.2, Copyright 1998, Relational Systems Corporation
	"CASE Method-Entity Relationship Modeling", Richard Barker, Copyright 1990, Oracle Corporation UK Limited, Addison-Wesley Publisher
	"The Practical Guide to Structured Systems Design", Meilir Page-Jones, Yourdon Press
	"Developing User Interfaces, Ensuring Usability Through Product & Process", Hix and Hartson, Copyright 1993, Wiley
	"Object-Oriented Modeling and Design", Rumbaugh, et al., Copyright 1991, Prentice Hall

The following documents are anticipated to be imposed during the period of performance of the proposed contract:

J-STD-016	Standard for Information Technology, Software Life Cycle Processes, Software Development, Sept 1995
IEEE/EIA 12207	Software Life Cycle Processes, 4/1/98
EIA-748	Earned Value Management Systems, 6/1/98
CMU/SEI-93-TR-025	Key Practices of the Capability Maturity Model, Ver. 1.1, 2/93

InterNet on-line public and/or commercial sources for references cited above are:

http://www.dtic.mil.stinet/htgi/dodiss/
http://www-library.itsi.disa.mil/
http://www.afmc.wpafb.af.mil/pdl/otherdod.htm
http://www.sei.cmu.edu/sei-home.html
http://www.nssn.org/

http://www.ieee.com/
http://www.eia.org/
http://www.tiaonline.org/standards/
http://www.doccenter.com
http://www.amazon.com
http://web7.whs.osd.mil/corres.htm

The following reference is applicable to this contract and will be made available to the contractor only after award and other qualifications are met:
NAWSCLINST 5510.30 Information and Personnel Security Program, 11/10/98
(For Official Use Only)

3.0 REQUIREMENTS

3.1 General

NAWCWD has become a "process-orientated" organization. The majority of contractor efforts under this contract will be performed within an integrated Government/contractor work team environment. The contractor will be required to perform most of their efforts in accordance with the established work process definition documents approved for the Government customer Code, as applicable. In response to Government "Acquisition Reform" initiatives, the Government is migrating toward "commercial" specifications and standards. The Contractor should anticipate continued migration toward "commercial" specifications and standards during the contract period of performance.

3.2 Contractor Program Management, Reporting, and General Performance Requirements

3.2.1 Tracking & Oversight
The contractor shall establish and maintain a management system for controlling cost, schedule, and performance. The contractor shall maintain a cost accounting system that shall track and report on actual expenditures for each TO and sub-tasks, including detail to Work Breakdown Structure (WBS) level within each TO, when required by the TO.

3.2.2 Configuration Management (CM) Requirements
Most of the contractor s efforts will be accomplished in accordance with the CM practices of the specific NAWCWD Code initiating the TO. The TO SOWs will specify the level of contractor CM, if any, to be applied to each TO.

3.2.3 Quality Assurance (QA) Requirements
Most of the contractor s efforts will be accomplished in accordance with the QA practices of the specific NAWCWD Code initiating the TO. The TO SOWs will specify the level of contractor QA review, if any, to be applied to each TO. However, it is the contractor s responsibility to assure that his efforts satisfy the requirements of the TO SOW.

3.2.4 Periodic Contract Status Reporting

3.2.4.1 Monthly Progress Reports: The contractor shall provide Monthly Progress Reports for each Task Order, outlining work accomplished, problems encountered, problems solved, trip report(s), items delivered, current schedule, total hours worked/remaining on the contract, cost information, and monthly and total funds and hours expended. TO requirements may specify additional reporting items. The cost information shall include a trend analysis graph to assist the Government in determining the status of each TO. (See Exhibit A, CDRL A001)

3.2.4.2 Weekly Task Order Expense Status Report: The contractor shall prepare and submit a weekly Task Order Expense Status Report reflecting TO status relative to expense of dollars and labor hours. The Report shall reflect the contractor's "best estimates" of actual dollars and labor hours expended through the end of the previous week, and projections of weekly "burn rate", "stop work" date, and variances from expected expense plan. (See Exhibit A, CDRL A002)

3.2.4.3 Contractor Personnel Reports: The contractor shall prepare and submit an Employee Listing Report, an On-Site Personnel Report, and a Personnel Count by Labor Category Report. (See Exhibit A, CDRLs A003, A004, and A005)

3.2.4.4 Task Order Summary Report: The contractor shall prepare and submit a Task Order Summary Report concurrently with each voucher submitted. The Report shall provide financial and labor hours data for each Task Order and contract cumulatives. (See Exhibit A, CDRL A006)

3.2.4.5 Award Fee Performance Self Evaluation Report: The contractor shall prepare and submit an Award Fee Performance Self Evaluation for each evaluation period. (See Exhibit A, CDRL A007)

3.2.4.6 Award Fee Hours Report: The contractor shall prepare and submit an Award Fee Hours Report summarizing all hours worked during each evaluation period. (See Exhibit A, CDRL A008)

3.2.4.7 Employee Qualification Statement: The contractor shall prepare and submit an Employee Qualification Statement in accordance with Section H REVIEW OF PERSONNEL QUALIFICATIONS. (See Exhibit A, CDRL A009)

3.2.5 Security and Classified Data

3.2.5.1 NAWCWD Security Process: During performance the contractor will be required to comply with DD Form 254, Contract Security Classification Specification and NAWCWD security processes. Additional security requirements will be provided within the Task Orders as necessary.

3.2.5.2 Classified Data and Information: Contractor efforts related to certain IPT-supported aircraft equipment, avionics, sensors, etc. may involve access to cryptographic keys and data and classified information up to the TOP SECRET level, and to foreign-nation weapons and sensors intelligence data requiring INTEL and NOFORN clearances.

3.2.5.3 Computer Security: Contractors with Government-furnished computer equipment and/or computer equipment networked to the Naval Air Warfare Center Weapon Division's (NAWCWD) computers shall comply with OPNAVINST 5239.1A and will be required to complete the NAWCWD Accreditation Package.

3.2.6 Software and System Engineering Process Improvement

3.2.6.1 The NAWCWD has instituted an active program to improve its software and system engineering design/development/test processes to a higher maturity level in accordance with the Capability Maturity Model (CMM) principles developed by the Software Engineering Institute (SEI) (reference:CMU/SEI-93-TR-025). The SEI is a Defense Department sponsored organization located at the Carnegie Mellon University. The F/A-18 Strike Software Development Section has been certified at level 3. The NAWCWD will be striving to attain maturity level 3 or higher within the period of performance of this contract. Development, enhancement, and implementation of present and future systems will be in accordance with NAWCWD established standards, policies, and procedures, as guided by the SEI and with improvement initiatives of the corporate Research and Engineering Competency.

3.2.6.2 The contractor shall establish, maintain, and continuously improve a software and system engineering environment using the general guidance provided by CMU/SEI-93-TR-025 and the SEI. The contractor shall have a continuous improvement program in place at the time of contract award and shall maintain this program throughout the performance period of the contract. The contractor, as a member of the NAWCWD design/development/test team, shall support the implementation of NAWCWD process improvement initiatives by participating in related meetings, implementing complementary initiatives within their own design/development/test processes, performing related action items (such as gathering metrics data and documenting existing and proposed processes), and proposing recommendations.

3.2.7 Contract Phase-Out

The contractor shall prepare and submit a contract phaseout plan describing the completion or transition of work in progress and the professional and orderly transition of contract responsibilities at the end of the Contract's period of performance. (See Exhibit A, CDRL A00B)

3.3 Technical Performance Requirements

3.3.1 Integration of Weapons, Avionics, Sensors and Targeting Systems, and System Hardware and Software, Including System Research and Development

3.3.1.0 General: The contractor shall perform and support systems engineering for aircraft weapons and related systems. The contractor shall also provide systems analysis consisting of analytical studies of aircraft weapon systems, subsystems, and related systems. Additionally, the contractor shall perform system software design and development (D&D) and verification and validation (V&V) testing for aircraft weapons and related systems.

3.3.1.1 The contractor shall research, analyze, perform engineering investigations, and document new and/or modified weapons, trainers, sensors, and targeting systems, aircraft computers, avionics systems, databus architectures, and related software (including EW systems) being considered for integration into the NAWCWD supported aircraft (and related systems), as well as associated pre- and post-flight support systems, and/or other support equipment hardware and software for any of the above. The format for the studies, analyses, and engineering investigations will be defined by individual TO and its related DD Form 1423, Contract Data Requirements List (CDRL(s)).

3.3.1.2 The contractor shall provide trade-off studies, analyses, and engineering investigations involving aircraft on-board mission computers, stores management systems, radars, EW systems, sensor and targeting systems, weapons systems, trainers, related databus systems, and other avionics or aircraft systems of the NAWCWD Integrated Product Team (IPT) supported aircraft.

3.3.1.3 The contractor shall research, analyze, and document operational concepts for system and subsystem performance.

3.3.1.4 The contractor shall conduct studies and analyses to support system definition requirements and human factors and pilot-vehicle interface considerations.

3.3.1.5 The contractor shall provide weapons delivery performance analyses and fire control algorithm design, modification, and/or implementation.

3.3.1.6 The contractor shall perform avionics and/or sensor and targeting system performance analyses.

3.3.1.7 The contractor shall conduct system performance analyses, including malfunction monitoring, fault location and isolation, loading, optimization, compensation methodologies, reconfiguration, and associated efforts for software and hardware. Software performance analysis shall include the determination of optimum utilization of both hardware and software system assets.

3.3.1.8 The contractor shall research, analyze, report, and document advanced technology concepts, tools, methods, hardware, and software for real-time embedded computing.

3.3.1.9 The contractor shall perform system analysis and simulation.

3.3.1.10 The contractor shall perform system software D&D and V&V testing for aircraft weapons and related systems. The contractor shall conduct laboratory and ground testing, and provide flight test support (including test planning, which includes safety of flight and regression testing), test design, test procedure development, test preparation, test conduct and monitoring, and post-test data collection, analysis, and reporting) to evaluate system and subsystem operation during the development process. The contractor shall perform D&D and V&V review and testing to include the following typical requirements:

(a) Criticality analyses;
(b) Documentation review;
(c) Planning, preparation, and conduct of system/subsystem testing;
(d) Trace requirements through design, implementation, and test;
(e) Check compliance to standards, conventions, and specifications;
(f) Prepare D&D and V&V test plans and test procedures (including safety of flight and regression testing);
(g) Perform laboratory and ground tests and provide flight test support necessary to evaluate function and performance (including post-test data collection, analysis, and reporting).

3.3.1.11 The contractor shall support the analysis and reporting of data derived from various levels and stages of testing. As part of this effort, the contractor shall perform research and analysis on advanced tools and methods for data reduction and analysis, and shall design and develop such tools and methodologies.

3.3.1.12 The contractor shall provide performance analyses of test results from aircraft weapon systems and subsystem testing.

3.3.1.13 Facility and Support Equipment Requirements Development Support -- The contractor shall identify and document any coincidental upgrades or modifications to the software test facilities (Weapons Systems Support Facilities (WSSFs)), associated software, and support equipment necessary to perform developmental, validation, and acceptance testing.

3.3.2 System Test/Simulator/Trainer Facility Software and Hardware Design, Development, Fabrication, Integration, and Operation

3.3.2.0 General -- Products developed for IPT supported aircraft and weapons typically are tested in a laboratory and/or simulated environment prior to testing on a Navy tactical aircraft. Such a facility is generically referred to as the Weapons System Support Facility (WSSF). The WSSF designs and simulations often are adapted to flight trainers and simulators. The following paragraphs define the contractor's responsibilities for test laboratory and simulation design, development, and operation and maintenance when tasked by specific TO. The contractor shall provide system engineering, subsystem development and prototyping, facility development, maintenance and operation for complex multiple workstation WSSFs, flight simulators, and trainers in support of NAWCWD supported aircraft IPTs. All products provided shall meet the engineering design, documentation, and safety standards defined herein and as specified in the applicable TO.

3.3.2.1 System/Subsystem Engineering, Prototyping, Design, Development, and Maintenance:

3.3.2.1.1 The contractor shall provide system/subsystem engineering for complex multiple workstation WSSFs, flight simulators, and trainers, including:

(a) Development of preliminary design documents;
(b) Software and hardware prototyping;
(c) Software design, coding, and verification;
(d) Hardware design, development, fabrication, and installation, software and hardware integration, and related testing;
(e) System integration and testing.
(f) Training/Simulator Operator Manuals and other related documentation

3.3.2.1.2 Development of Preliminary Design Documents —The contractor shall conduct requirements analyses, preliminary layouts, and tradeoff studies. As specified in individual TOs, the contractor shall develop a proposed implementation plan, including recommended requirements and/or specifications for purchased items.

3.3.2.1.3 Software and Hardware Prototyping -- The contractor shall provide prototypes of software and/or hardware components, systems, and/or subsystems to determine the feasibility of meeting requirements and specifications.

3.3.2.1.4 Software Design, Coding, and Verification -- The contractor shall design, code, document, and/or validate software to the requirements and/or specifications of the TO to enable testing and simulation within the WSSF/Trainer/Simulator facility. Such software may be new software or modification of existing software.

3.3.2.1.5 Hardware design, development, fabrication, and installation, software and hardware integration, and related testing -- The contractor shall design, develop, fabricate, install, integrate, document, and test all or portions of the hardware required to develop, modify, or upgrade a facility to meet the requirements and specifications provided in the TO.

3.3.2.1.6 System Integration and Testing -- The contractor shall integrate and test system/subsystem software and hardware components to the requirements and specifications defined in the applicable TO.

3.3.2.1.7 Training/Simulator Operator Manuals and Other Related Documentation -- The contractor shall prepare WSSF/Trainer/ Simulator system operator manuals (or portions thereof) defining the theory of operations, detailed operating procedures, calibration procedures, emergency procedures, and safety requirements for applicable systems. The contractor shall provide software documentation from design through module description, and detailed drawings for hardware components fabricated and drawings for the overall system installation, as defined in the TO.

3.3.2.2 Facility Operation and Repair

3.3.2.2.1 The contractor shall operate and maintain WSSF/Trainer/Simulator facilities as defined in the TO.

3.3.2.2.2 The contractor shall upgrade WSSF/Trainer/Simulator systems and/or subsystems and provide trained operators as specified in individual TOs. Trainer/Simulator systems may be located at CONUS locations other than NAWCWD, China Lake.

3.3.2.2.3 The contractor shall provide maintenance for Government-owned WSSF/Trainer/Simulator equipment (component, system, and subsystem level software and hardware) as defined in the TO. Some equipment items may be most appropriately maintained via the original equipment manufacturer or other third party source.

3.3.2.2.4 The contractor shall provide/prepare maintenance procedures and maintenance manuals as required by the TO.

3.3.3 Software Engineering/Development for Aircraft Computers, Avionics, Sensors and Targeting Systems, Weapons Systems, and Mission and System Support Equipment, Including Software Quality Assurance (SQA), Software Configuration Management (SCM), and Verification and Validation (V&V)

3.3.3.0 General -- This section covers the performance of those activities related to the prototyping, development, coding, maintenance, and code development and testing of software for the computers on Naval aircraft assigned to NAWCWD, China Lake IPTs, and associated tactical support equipment. These services shall be performed in accordance with the requirements specified in individual TOs and invoked Military and/or Commercial Standards.

3.3.3.1 Prototyping/Development/Maintenance/Testing of Subsystem Software

3.3.3.1.0 Systems/subsystems involved may include, but are not limited to: the mission computer(s), stores management system, radar, navigation, displays, electronic warfare systems, sensors, pilot-vehicle interface, and other avionics and support systems of NAWCWD-supported aircraft.

3.3.3.1.1 The contractor shall perform software requirements definition, architecture and detailed design, coding, development and module integration testing (including Verification and Validation testing), and related documentation.

3.3.3.1.2 The contractor shall provide software problem-analysis and documentation. The contractor shall investigate and evaluate reported software problems and propose problem solutions and enhancements.

3.3.3.2 Software Project Support

3.3.3.2.0 The contractor shall perform support activities surrounding the software engineering task performed by the NAWCWD IPTs for NAWCWD supported aircraft and airborne projects.

3.3.3.2.1 The contractor shall deliver support software for the development, validation, test, acceptance, operation, maintenance, and modification of aircraft weapon systems and associated subsystems software, including mission support systems.

3.3.3.2.2 The contractor shall perform other software project support activities, such as: product assurance (Software Quality Assurance (SQA) and Software Configuration Management (SCM)); database design, development, and maintenance; metrics collection, analysis, and reporting; and process improvement.

3.3.3.2.3 The contractor shall perform product reviews and testing during the various project phases, including the following typical services: the conduct of traceability analyses; standards compliance reviews; the performance of peer reviews; and the planning, preparation, and conduct of system/subsystem testing.

3.3.4 IPT Program-Level Support, Including Special Technical Research, Studies, Quality Assurance (QA), Configuration Management (CM) and Data and Communications Management

3.3.4.1 Analysis Support -- The contractor shall provide programmatic and technical support through independent studies, development of white papers, and data analysis. The contractor shall provide support in development and maintenance of long range programmatic planning objectives.

3.3.4.2 Data Integration/Management Support

3.3.4.2.1 The contractor shall provide data management support and assistance for the NAWCWD supported aircraft IPTs and WSSF projects including tracking and control of all program documentation and monitoring of changes.

3.3.4.2.2 The contractor shall provide micro-computer systems integration; including platform, software, and interconnectivity in support of a collaborative computing environment to support NAWCWD supported aircraft IPT and WSSF programs.

3.3.4.2.3 The contractor shall develop databases and provide support to existing databases required by the Government in support of efforts contracted under this contract including computer security access and the security access requirements for the NAWCWD supported aircraft IPTs and WSSFs.

3.3.4.3 Process Improvement -- The contractor shall participate in Government system engineering and software design/development process improvement programs/initiatives associated with and supporting the aircraft weapon systems and associated support systems. As required by TOs, the contractor shall conduct and report on process improvement studies, including evaluations and evaluation criteria for new products suitable for use in improving system engineering and software development processes.

3.3.4.4 Configuration Management -- The contractor shall establish and/or maintain new and/or existing computerized Data Base Management Systems on Government computers for support of configuration data management. The contractor shall operate Configuration Management systems as required by the TOs.

3.3.5 Aircraft Modification and Aircraft Test Instrumentation and Telemetry Systems Design, Development, Installation, Maintenance, Service, Setup, and Operation, Including Ground-Based Telemetry Systems

3.3.5.0 General -- Testing requirements may necessitate special aircraft modifications and the monitoring and recording of numerous aircraft and/or systems parameters. Special sensors and equipment, power and data transmission systems, recording and display systems, and telemetry equipment, are installed on NAWCWD IPT Project aircraft, and telemetry receiving/recording/display equipment are established in ground-based stations. The systems may require operation, maintenance, pre and post-flight setup, and support. Additionally, aircraft modifications may be required to support test requirements.

3.3.5.1 As defined in TO SOWs, the contractor shall design, develop, install, maintain, service, set up, and/or operate flight test instrumentation, recording, display, and telemetry systems (including ground-based telemetry receiving/recording/display systems). Additionally, the contractor shall perform aircraft and/or weapon system modifications in support of testing requirements. Typical associated aircraft modifications may involve airplane structures, hydraulic systems, electric power and data transmission systems, avionics, wave guides, or other systems of NAWCWD IPT Project aircraft. MIL-STD-882 "System Safety Program Requirements" (as tailored by individual TOs) shall be applicable to aircraft modifications.

3.3.6 Training/Specialist Services

The contractor shall provide training and/or specialist services to both contractor and Government personnel in areas such as: aircraft structures, principles of specific avionics systems, principles of system and software engineering, air crew operational procedures, and process improvement.

SECTION D PACKAGING AND MARKING

CLAUSES INCORPORATED BY FULL TEXT

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-NSTD-03 HAZARDOUS MATERIALS (JAN 1992) (NAVSUP)

(a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD 129 and all applicable government and carrier regulations in effect at the time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures which are not in accordance with laws and regulations applicable to the mode of transportation employed.

TYPE OF SHIPMENT	REGULATIONS APPLICABLE
1. Domestic	A
2. Domestic Air Commercial	A, B, C
3. Domestic Air Military	A, F
4. Export Surface	A, E, G
5. Export Air Commercial	A, D, G
6. Export Air Military (MAC)	F, G

LIST OF REGULATIONS

A. Code of Federal Regulations Title: 49 Transportation Parts 100-199.
B. Official Air Transport Restricted Articles Tariff No. 6-D C.A.B. 82.
C. Official Air Transport Restricted Articles circular No. 6-D.
D. International Air Transport Association Restricted Articles Regulations.
E. International Maritime Dangerous Goods Code.
F. Air Force Regulation 71-4 Preparation of Hazardous Materials for Military Shipment.
G. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

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
NONE	

(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

CLAUSES INCORPORATED BY FULL TEXT

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.

52.246-3INSPECTION 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.

52.246-5INSPECTION 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.

SECTION F DELIVERIES OR PERFORMANCE

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 *** and ending ***.
***To be completed at contract award. 01 April 2000 31 March 2005

F-NSTD-03 CONTRACTOR PERFORMANCE UNDER TASK ORDER (JAN 1992) (NAVSUP)

The contractor shall perform as set forth in task orders issued by the Government. Notwithstanding the identification of particular labor categories and the associated manhours for each labor category in the task order(s), the contractor may increase or decrease the manhours 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 to the destinations listed in the Contract Data Requirements List, DD Form 1423, Exhibit A and as specified by individual TOs.

PLACE OF PERFORMANCE

The primary place of performance will be NAWCWD, China Lake, California and the associated contractor's facility in Ridgecrest, California.

52.242-15 STOP-WORK ORDER (AUG 1989)- ALT I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. 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. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, 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 or the period of the order or any extension thereof expires, 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 the 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 the claim submitted 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.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;
(2) Name of vessel;
(3) Vessel flag of registry;
(4) Date of loading;
(5) Port of loading;
(6) Port of final discharge;
(7) Description of commodity;
(8) Gross weight in pounds and cubic feet if available;
(9) Total ocean freight in U.S. dollars; and
(10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

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 822223D
Naval Air Warfare Center Weapons Division
China Lake, CA 93555-6100

Mark for: Contract N68936-*00-D-0022

* To be completed at contract award.

Further, delivery made be made in accordance with 52.247-35 below as stipulated in individual TOs.

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.

NAME OF OFFEROR OR CONTRACTOR

SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY FULL TEXT

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:

(To be completed at contract award.)
NAVAIRWARCENWPNDIV
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.

G-TXT-07 PAYMENT ADDRESS

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

* EER Systems Inc.
10289 Aerospace Road
Seabrook, MD 20706

*To be completed by the Contractor

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. *

(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 ACO address*.

(c) Special Contract Administration functions to be performed by the ACO listed above are:*

* To be completed at contract award.

G-TXT-06 SECURITY ASSIGNMENT

Defense Security Service,
* 44915 N. Elm Avenue
Lancaster, CA 93534

is hereby assigned administrative responsibility for safeguarding classified information.
* To be completed at contract award.

G-TXT-10 **PROMPT PAYMENT PROVISIONS (JUN 1990) (NAWCWPNS)**

In accordance with DFARS 232.906, the standard due date specified in Section I Clause FAR 52.232-25 Prompt Payment, subdivision (b)(2) is seven (7) days for progress payments and fourteen days for interim payments on cost type contracts.

G-TXT-08 **CONTRACT AUDIT OFFICE**

Contract Audit will be performed by the Defense Contract Audit Agency.

*171 Elden Street
Herndon, VA 20170

* To be completed at contract award.

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 Audit Agency
171 Elden Street
Herndon, VA 20170

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

* Contracting Officer, Code 210000D
1 Administration Circle
China Lake, CA 93555-6100

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 task 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".

__** is required with each invoice submittal.
X__** is required only with the final invoice.
__** is not required.

(f) A Certificate of Performance
__** shall be provided with each invoice submittal.
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.

*To be completed at contract award.
**To be completed at contract award.

SECTION H SPECIAL CONTRACT REQUIREMENTS

CLAUSES INCORPORATED BY FULL TEXT

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

H-NSTD-19 NOTIFICATION OF CONTRACT USAGE

In order to most effectively employ the spectrum of service contracts available for support of NAWCWD, 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.

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

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

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

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

*NAME Jean Butler
CODE 210000D
ADDRESS 1 Administration Circle, China Lake, CA 93555-6100
PHONE 760-939-5927
E-MAIL ADDRESS butlerjf@navair.navy.mil

*To be completed at contract award

APPOINTMENT OF ORDERING OFFICER(S)

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

*NAME Winnie S. Renta
CODE 210000D
ADDRESS 1 Administration Circle, China Lake, CA 93555-6100
PHONE 760-446-9430
E-MAIL ADDRESS rentaws@navair.navy.mil

*To be completed at contract award.

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

(a) The Contracting Officer has designated:

*NAME Robyn Anders
CODE 45E000D
ADDRESS 1 Administration Circle, China Lake, CA 93555-6100
PHONE 760-446-9426
E-MAIL ADDRESS andersrj@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.

* To be completed at contract award.

TASK ORDER TECHNICAL DIRECTION

(a) When necessary, technical direction or clarification concerning the details of specific tasks orders set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer's Representative (COR).

(b) Each TDL shall be in writing and shall include, as a minimum, the following information:

(1) Date of TDL;
(2) Contract, task order and TDL number
(3) Reference to the relevant section or item in the statement of work
(4) Signature of COR

(c) Each TDL issued hereunder is subject to the terms and conditions of this contract and the task order; and in no event shall technical directions constitute an assignment of new work or changes of such nature as to justify any adjustment to the estimated costs, or delivery terms under the contract. In the event of a conflict between a TDL and this contract, the contract shall control.

(d) When in the opinion of the Contractor a technical direction calls for effort outside the contract statement of work, the Contractor shall notify the COR and Contracting Officer thereof in writing within two (2) working days of having received the technical direction in question. The Contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.

(e) Oral technical directions may be given by the COR only in emergency circumstances, and provided that any oral technical direction given is reduced to writing by the COR within two (2) working days of its issuance.

(f) Amendments to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. A TDL may be amended orally only by the COR in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication amending the TDL by a TDL modification.

(g) Any effort undertaken by the Contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the Contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fee, if any.

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.

REVIEW OF PERSONNEL QUALIFICATIONS

Personnel proposed to be 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) to this solicitation; in addition, they shall be fully capable of performing in an efficient, reliable and professional manner.

In accordance with Contract Data Requirements List (CDRL) A009, the contractor shall submit an Employee Qualification Statement to the COR for review and approval for each contractor or subcontractor employee proposed to be assigned in a position incurring direct-charge labor hours to the contract. Additionally the contractor shall submit an Employee Qualification Statement justifying any change in an employee's labor category or level. Employee Qualification Statements must receive COR and Ordering Officer approval prior to incurring any direct costs associated with the employee or prior to changing an employee's labor category or level. The Contractor shall submit justifications for the substitution of equivalent experience for educational requirements of labor categories to the COR and Ordering Officer for review and approval.

TRAINING

(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 Weapons and Systems Integration 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 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.

REIMBURSEMENT OF EMPLOYEE RELOCATION EXPENSES

(a) In order for relocation expense to 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 shall 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 task order(s) to be supported by the prospective employee
(4) Identification of the specific skills required by the task order which will be satisfied 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 expense

(9) Employee Qualification Statement in accordance with Section C, paragraph 3.2.4.7

5252.237-9501 ADDITION OR SUBSTITUTION OF PERSONNEL (SERVICES) (MAR 1992) (NAVAIR)

(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 (See Attachment 3) whose resumes were 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.

(b) The Contractor agrees that 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 (c) below to the Contracting Officer for approval prior to the substitution or addition of key personnel. Proposed substitutions of key personnel must meet or exceed the qualifications of personnel for whom they are proposed to replace. Fully compliant requests for substitutions or additions must be submitted, in writing, to the Contracting Officer for approval at least fifteen working days in advance of the proposed change.

(c) Requests for key personnel changes must provide a detailed explanation of the circumstances necessitating the proposed substitutions or additions, a complete resume of the proposed change in accordance with Attachment (3), information regarding the full financial impact of the change, and any other information requested by the Contracting Officer.

(d) 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 52.249-6 and Alt IV.

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

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

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

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

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

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

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

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 Task 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
President's 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 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.

GOVERNMENT ACCESS TO CONTRACTOR FACILITIES

Authorized Government personnel shall be allowed access to the Contractor's plant(s), facilities, or other work locations utilized under this contract during normal working hours as long as the visiting Government personnel have complied with the visit planning and coordination requirements of FAR 42.402. Information Technology and Security specialists, Property Administrators, DCAA auditors, the Contracting Officer, Ordering Officer and the Contracting Officer's Representative may make unannounced inspections as they deem necessary.

LOCAL FACILITIES

(a) The contractor shall establish a facility located within 15 minutes of the main gate of the NAWCWD, China Lake. This facility shall meet the security requirements as outlined in Attachment (4) DD254. 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 any such facility.

(b) The contractor shall provide workspaces within the local facility for the contractor's administrative staff and approximately 10% of the contractor's technical staff. NAWCWD China Lake work space will be provided for the remainder of the technical workforce. Government-provided work spaces include desk units and the computer equipment necessary for performance.

(c) Not less than 1200 square feet of the contractor's facility shall be set aside for approximately four Government staff. This space shall adjoin the main entrance to the contractor's facility which houses the contractor's management and contract administration team. The space shall contain a minimum of two private offices and a conference room. The set-aside space shall be permanently connected to the NAWCWD voice and computer communication lines, and the contractor shall provide phones and building maintenance for this space.

TRAVEL COSTS

(a) The Government will reimburse the contractor for the allowable travel costs incurred by the contractor in performance of the contract in accordance with rules set forth for temporary duty travel (TDY) in the Department of Defense Joint Travel Regulations, Volume 2 for civilian personnel.

(b) The government will reimburse the contractor for contractor employees' time spent TDY. Reimbursement will include only actual travel during regular working hours Monday through Friday and corresponding hours on Saturday and Sunday.

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.

5252.245-9501 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (COST-REIMBURSEMENT) (MAR 1991) (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 Part 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 subcontracts of any tier issued hereunder:

Contract No(s): No Government property is being provided at the contract level. Government property and its estimated value will be specified in task orders as applicable.

(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):

No Government property is being provided at the contract level. Government property and its estimated value will be specified in task orders as applicable.

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

No Government property is being provided at the contract level. Government property and its estimated value will be specified in task orders as applicable.

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

No Government property is being provided at the contract level. Government property and its estimated value will be specified in task orders as applicable.

(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):

No Government property is being provided at the contract level. Government property and its estimated value will be specified in task orders as applicable.

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 to incorporate such material and agency peculiar property in articles under this contract.

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

No Government property is being provided at the contract level. Government property and its estimated value will be specified in task orders as applicable.

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 Procedure (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). 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):

No Government property is being provided at the contract level. Government property and its estimated value will be specified in task orders as applicable.

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.

No Government property is being provided at the contract level. Government property and its estimated value will be specified in task orders as applicable.

(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.

(2) Description	Serial Number	Bailment Agreement Under which Accountable

No Government property is being provided at the contract level. Government property and its estimated value will be specified in task orders as applicable.

(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 Part 45.101, shall not be installed or constructed on land not 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 estimated cost, and fee, if any, 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 work such property is to be used to perform, the Contracting Officer will take such circumstances into account in establishing the equitable adjustment.

52.245-9 DEV USE AND CHARGES (APR 1984) (DEVIATION)

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

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (c) of this clause.

(2) The Contractor shall not use government property for commercial purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental Charge.

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative Contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. The Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour--

$$\text{Rental Charge} = \frac{(\text{Rental Time in hours})(.02 \text{ per month})(\text{Acquisition Cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by checks payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the sixty-first day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

H-NSTD-18 YEAR 2000 WARRANTY--NON-COMMERCIAL SUPPLY ITEMS

The contractor warrants that each non-commercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the item documentation provided by the contractor, provided that all listed or unlisted items (e.g. hardware, software, firmware) used in combination with such listed item properly exchange date data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

The following products are identified as being Year 2000 compliant: (Contractor to Complete).

NAME OF OFFEROR OR CONTRACTOR

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE:

52.203-3	Gratuities	APR 1984
52.202-1	Definitions	OCT 1995
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
52.211-5	Material Requirements	OCT 1997
52.215-2	Audit And Records--Negotiation	AUG 1996
52.215-8	Order Of Precedence- Uniform Contract Format	OCT 1997
52.215-10	Price Reduction For Defective Cost Or Pricing Data	OCT 1997
52.215-11	Price Reduction For Defective Cost Or Pricing Data- Modifications	OCT 1997
52.215-12	Subcontractor Cost Or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost Or Pricing Data- Modifications	OCT 1997
52.215-14	Integrity Of Unit Prices	OCT 1997
52.215-14 Alt I	Integrity Of Unit Prices (OCT 1997) Alt I	OCT 1997
52.215-15	Pension Adjustments And Asset Reversions	DEC 1998
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
52.219-8	Utilization Of Small, Small Disadvantaged and Women-Owned Small Business Concerns	JAN 1999
52.219-16	Liquidated Damages - Subcontracting Plan	AUG 1998
52.222-3	Convict Labor	AUG 1996
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-26 Dev	Equal Opportunity (Deviation)	APR 1984
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
52.223-2	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
52.227-3	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
52.232-23 Alt I	Assignment of Claims (JAN 1986) - Alt I	APR 1984
52.232-25	Prompt Payment	JUN 1997
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
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7003	Control Of Government Personnel Product	APR 1992
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
252.215-7002	Cost Estimates System Requirements	OCT 1998
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
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country End Products And Supplies	MAR 1998
252.225-7012	Preference For Certain Domestic Commodities	SEP 1997
252.225-7026	Reporting Of Contract Performance Outside The United States	MAR 1998
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	DEC 1991
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7036	Buy American Act--North American Free Trade Agreement Implementation Act--Balance Of Payments Program	MAR 1998
252.225-7037	Duty Free Entry--Eligible End Products	MAR 1998
52.242-3	Penalties For Unallowable Costs	OCT 1995
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

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 delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 April 2000 through * 31 March 2005

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

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

* To be completed at contract award.

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 $0.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $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 * 31 March 2005

* To be completed at contract award

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 $200,000.00 or the overtime premium is paid for work --

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

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

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

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

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

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

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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

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

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

Employee Class		Monetary Wage
Engineer Scientist	Chief	$37.93
	Senior	$32.25
	Staff	$22.95
	Project	$19.15
	Entry	$15.82
Software Specialist	Senior	$27.29
	Staff	$22.95
	Project	$17.43
	Entry	$14.33
Hardware Specialist	Senior	$22.95
	Staff	$19.15
	Project	$15.82
	Entry	$11.64
Management Analyst Specialist	Senior	$27.29
	Staff	$19.15
	Project	$14.33
	Entry	$10.44
Engineering/Computer Aide	Senior	$17.43
	Staff	$14.33
	Entry	$10.44
Technical Document Aide	Senior	$14.33
	Staff	$11.64
	Entry	$ 9.33

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 Government more than the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule within the estimated cost.

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

(1) The costs that the Contractor expects to incur under this contract in the next 30 days, when added to all costs previously incurred, will exceed 85 percent of the estimated cost specified in the Schedule; or

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

(e) No notice, communication, or representation in any form other than 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, 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.

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.

52.237-3CONTINUITY 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.

52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

(a) Definitions. As used in this provision—

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at $20 per hour would be converted to an uncompensated overtime rate of $17.78 per hour ($20.00×40 divided by 45=$17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This

includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

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.

52.243-2 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.

52.244-2 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:

(1) Cost-reimbursable, time and materials or labor hour type for all dollar values;

(2) Fixed Price type which exceeds $2,500.00 for consumable materials;

(3) Fixed Price type which exceeds $2,500.00 for facilities. (See FAR 45.301 for definition of facilities.)

(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:

_____

_____

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.

52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)

(a) Government-furnished property.

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

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

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

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

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property
covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing
this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any

property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss.

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability.

In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing

this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.245-19 GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)

(a) The Government makes no warranty whatsoever with respect to Government property furnished "as is," except that the property is in the same condition when placed at the f.o.b. point specified in the solicitation as when inspected by the Contractor pursuant to the solicitation or, if not inspected by the Contractor, as when last available for inspection under the solicitation.

(b) The Contractor may repair any property made available on an "as is" basis. Such repair will be at the Contractor's expense except as otherwise provided in this clause. Such property may be modified at the Contractor's expense, but only with the written permission of the Contracting Officer. Any repair or modification of property furnished "as is" shall not affect the title of the Government.

(c) If there is any change in the condition of Government property furnished "as is" from the time inspected or last available for inspection under the solicitation to the time placed on board at the location specified in the solicitation, and such change will adversely affect the Contractor, the Contractor shall, upon receipt of the property, notify the Contracting Officer detailing the facts and, as directed by the Contracting Officer, either (1) return such property at the Government's expense or otherwise dispose of the property or (2) effect repairs to return the property to its condition when inspected under the solicitation or, if not inspected, last available for inspection under the solicitation. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall equitably adjust any contractual provisions affected by the return, disposition, or repair in accordance with the procedures provided for in the Changes clause of this contract. The foregoing provisions for adjustment are the exclusive remedy available to the Contractor, and the Government shall not be otherwise liable for any delivery of Government property furnished "as is" in a condition other than that in which it was originally offered.

(d) Except as otherwise provided in this clause, Government property furnished "as is" shall be governed by the Government Property clause of 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 SPECIAL PROHIBITION ON EMPLOYMENT (JUN 1997)

(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) 10 U.S.C. 2408 provides that 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:

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

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

(3) Serving as a consultant to any DoD contractor or first-tier subcontractor.

(c) Unless waived, the prohibition in paragraph (b) applies for five years from the date of conviction.

(d) 10 U.S.C. 2408 further 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 prohibitions 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 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.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://ccr.edi.disa.mil.

252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 37 U.S.C. 4212(d).

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTY (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.

252.225-7027 RESTRICTIONS ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (MAR 1998)

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to a bona fide employee of the Contractor or to a bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of , contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding $50,000 per foreign military sale case.

252.232-7009 PAYMENT BY ELECTRONIC FUNDS TRANSFER (CCR) (JUN 1998)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of (b) of this clause. As used in this clause, the term ``EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either (i) accept payment by check or some other mutually agreeable method of payment, or (ii) request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (e) of this clause).

(b) Alternative contractor certification. If the Contractor certifies in writing, as part of its registration with the Central Contractor Registration (CCR) database that it does not have an account with a financial institution and does not have an authorized payment agent, payment shall be made by check to the remittance address contained in the CCR database. All contractor certifications will expire on January 1, 1999.

(c) Contractor's EFT information. Except as provided in paragraph (b) of this clause, the Government shall make payment to the Contractor using the EFT information contained in the CCR database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(d) Mechanisms for EFT payment. The Government may make payment by EFT through either an Automated Clearing House subject to the banking laws of the United States or the Federal Reserve Wire Transfer System.

(e) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect and the Contractor has not certified under paragraph (b) of this clause, the Government need not make payment to the Contractor under this contract until correct EFT information or certification is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(f) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(g) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor's EFT information in the correct manner, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (e) of this clause shall apply.

(h) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(i) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee register in the CCR database and be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

(j) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(k) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Contractor has certified in accordance with paragraph (b) of this clause or if the Government otherwise makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

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 may 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.

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES) (JUL 1990) (NAVAIR)

(a) Purpose. The primary purpose of this clause is 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) which relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliate organizations or their successors in interest (hereinafter referred to collectively as the "Contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.

(1) The restrictions set forth in paragraph (f) apply to supplies, services, and other performance rendered with respect to the Suppliers and/or Equipment. Delivery orders issued under the contract will specify to which Supplier 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 Organization Conflict of Interest.

(c) Waiver. Any request for waiver of the provisions of subparagraphs (f)(2), (f)(3), or (f)(6) of this clause shall be submitted in writing and shall set forth all relevant facts in support of the request for a waiver including proposed contractual safeguards or job procedures to mitigate conflicting roles which might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to subparagraph (f)(4) of this clause.

(d) Disclosure of Potential Conflicts of Interest for Individual Orders.

(1) The Contractor agrees to disclose, in writing at anytime during performance of this contract, any relevant facts pertaining to work previously performed or presently being performed by the Contractor under private or Government contracts wherein the subject matter includes systems, components, technology or services identical or similar to that encompassed by the proposed delivery order and which might give rise to the appearance of a conflict of interest (as defined in paragraph (b) of this clause). Such disclosure should set forth all relevant facts including identification of contracts under which work was or is being performed.

(2) If any of the contracts identified pursuant to subparagraph (d)(1) contain an Organizational Conflict of Interest Provision, the Contractor may request a waiver of that provision and propose contractual safeguards or job procedures to mitigate conflicting roles which might produce an Organizational Conflict of Interest.

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

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

(2) "Nondevelopmental items" are those items which have not been designed or developed by the Contractor.

(3) "Systems Engineering" (SE) includes a combination of substantially all of the following activities: determining specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design. Specific examples of SE include determining sizes of system components and maximum operational accuracy, establishing system performance specifications, solving interface problems to insure system compatibility, defining interfaces, analyzing subsystems for projections of design compromise, establishing test requirements, evaluating test data to verify performance estimates and recommend design changes, setting program milestones and schedules and monitoring Contractor progress.

(4) "Technical direction" (TD) includes a combination of substantially all of the following activities: developing work statements, determining parameter, directing other contractors' operations, and resolving technical controversies. Specific examples of TD include such tasks as reviewing a Contractor's work, preparing work statements and tasks for other contractors consistent with appropriate development plans; monitoring of subsystem design work in critical areas; conducting organizational evaluation test; exchanging information on progress and problems; directing or planning for future work, and where necessary, modifying, realigning or redirecting a Contractor's technical effort; design engineering of subsystems; direct assistance to associate contractors; planning and developing ground support systems research, development, and operational phases of a program; directing test programs for a system, subsystem, and selected components; directing associate contractors to implement such research, development, and operational requirements as are appropriate and directing contractors in implementing reliability programs, and making technical evaluations and recommendations concerning technical proposals and specifications submitted by contractors.

(5) "Contracted Advisory and Assistance Services" (CAAS) 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) "Contractor" means the firm signing this contract.

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

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

(9) "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.

(f) Contracting restrictions.

(1) To the extent the Contractor provides systems engineering and 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. (FAR 9.505-1(a))

(2) To the extent the Contractor prepares and furnishes complete specifications covering nondevelopmental items to be competitively acquired, the Contractor shall not be allowed to furnish these items or their major component including software 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. (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 systems, major components thereof or the services unless the

Contractor is the sole source, or a participant in the design or development work, or one of several contractors involved in preparation of the work statement. (FAR 9.505-2(a)(1))

(4) 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 PCO 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. (FAR 9.505-4(a))

(5) 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.

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

(7) Contractor Standard Commercial Items. Nothing in this paragraph shall preclude the Contractor from offering or selling its standard commercial items to the Government.

"Standard Commercial Items" as used herein includes supplies and services of a class or kind which is used regularly for other than Governmental purposes and is sold or traded in substantial quantities to the general public in the course of conducting normal business operations.

(8) Contractor Items Currently Furnished. The Contractor, and its affiliates, shall not be restricted from furnishing, and continuing to furnish, any equipment or services that it or its affiliates are currently furnishing or have furnished in the past, nor will the Contractor, or its affiliates, be restricted from furnishing modifications or improvements to said equipment nor from furnishing interface equipment, programs or services in connection with said equipment. Further, the Contractor, and affiliates are not to be restricted from furnishing other equipment or services for this program that perform the same functions as those performed by equipment or services presently furnished by the Contractor or its affiliates for similar programs.

(g) 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 contact. 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, by applicable statutes or by applicable regulations.

(h) Warranty Against Existing Conflict of Interest

The Contractor warrants that neither the prime Contractor nor any first tier subcontractors have any contracts with or any interests in a weapons system supplier referenced in paragraph (a)(2) above, other than those disclosed pursuant to the clause, "Organizational Conflicts of Interest Certification" of this solicitation.

The Contractor recognizes that during the term of this contract, additional weapons system suppliers may be identified. In such an event, the Contractor agrees to disclose to the Government information concerning any

contract or interest between the Contractor or its affiliates and any weapons system supplier if the Contractor or interest arises during the term of this contract. Such information must include:

(1) the identity of the weapons system supplier;
(2) a description of the work to be performed under the contract with the weapons system supplier;
(3) the dollar amount of the contract or interest;
(4) the period of performance.

SECTION J LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

CLAUSES INCORPORATED BY REFERENCE:

CLAUSES INCORPORATED BY FULL TEXT

J-TXT-01 SECTION J - LIST OF ATTACHMENTS

ATTACHMENT TITLE	DATE	NO. OF PAGES
(1) Award Fee Plan	24 Feb 99	7
(2) Wage Determination 94-2043	29 Oct 98	9
(3) Personnel Requirements	01 Mar 99	8
Specimen DD 254 Contract Security Classification Specification	08 Mar 99	25

(To be furnished in paper copy upon written request only after release of RFP)

EXHIBIT TITLE	DATE	NO. OF PAGES
(A) Contract Data Requirements List	08 Feb 99	5
and Data Item Descriptions (DID)	04 Feb 99	19

AWARD FEE PLAN

A. PURPOSE

This plan establishes the procedures for the determination of the Contractor's award fee for the Weapons and Systems Integration Support Services Contract. This plan does not address base fee.

B. STAFFING

Fee Determining Official (FDO)

_____, Naval Air Warfare Center Weapons Division shall act as the FDO. The FDO shall appoint a Performance Evaluation Board.

Performance Evaluation Board (PEB)

The PEB shall consist of not less than five members. The Contracting Officer's Representative (COR), Code 45E100D, will be the Chairperson of the Performance Evaluation Board (PEB). The Contracting Officer's appointed representative (the Ordering Officer, Code 210000D) will be a member of the PEB.

The purpose of the PEB is to:

(1) Review contractor performance evaluation data;

(2) Make independent investigations it may deem necessary; and

(3) Make recommendations to the FDO concerning management evaluation grades, the amount of award fee earned and recommended for payment, and the nature, quality, and extent of documentation to be furnished the contractor concerning his 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.

Advisors to FDO

The FDO may designate technical and administrative personnel to observe, examine, review, and report to the FDO on contractor performance as required.

C. PROCEDURES

General Overview

The maximum award fee allocated to each performance period shall be computed at a rate of _____ per direct labor hour expended (this excludes indirect labor hours). Only those specific subcontractors and subcontractor hours incorporated into the contract as part of the contracting team will be considered for award fee.

Award fee will be granted on performance meeting minimum standards or above only. Minimum standards are defined as 25% required rework or late deliveries and 25% deviation from expected costs. Meeting minimum standards will earn approximately 55% of the maximum award fee. The Government's expectations of contractor performance are defined as meeting full TO requirements with no special Government guidance or intervention (no required rework by contractor), delivered on-schedule, and within 10% of expected costs. Meeting the Government's performance expectations can expect to earn approximately 83% of the maximum award fee.

The Contractor's performance will be evaluated in two major categories with assigned award fee percentage factors as follows:

Category A: Technical Evaluation 60% of maximum award fee

Category B: Management Evaluation 40% of maximum award fee

Evaluation Procedures

The evaluation process is initiated each performance period by the PEB Chairperson requesting Task Order (TO) Technical Assistants (TAs) to evaluate individual TOs. It is concluded when the FDO determines the award fee and payment is authorized by contract modification. The schedule for obtaining Category A and Category B evaluations, computing raw grades and associated award fee, and providing data to the PEB will be provided in detail after contract award.

Technical Evaluation (Category A)

Upon receipt of the Contractor's performance period hours (CDRL A008), the PEB Chairperson will request the Task Order Technical Assistants to evaluate individual task orders. Technical evaluation of task orders will be performed each performance period.

The technical evaluations of individual Task orders will be documented by the Technical Assistants on the Task Order Performance Evaluation form, NAVWPNCEN 4335/3 (temp). The PEB Chairperson will send this form to the Technical Assistants whenever hours have been expended during the evaluation period. Before sending the evaluation form, the PEB Chairperson will place the following data on the evaluation form for each TO to be evaluated.

1. Task Order number
2. Technical Assistant's name and code
3. Award fee factor weighting percentages
4. Period of performance
5. Number of fee-bearing hours expended during period

Each Technical Assistant will evaluate the adequacy of the contractor's technical performance, responsiveness to schedule requirements, and effectiveness of cost and resource management in accordance with the evaluation criteria and relative weights established in each Task order. The technical evaluation elements to be used as a basis for technical evaluation criteria are defined in each Task order. It is the responsibility of the Technical Assistant to ensure that all required data on individual Task orders have been delivered in a timely manner and that performance has been timely, of acceptable quality, and within reasonable cost. For those Task orders that are made up of individual tasks, the Technical Assistant is responsible for evaluating each task, compiling the results, and submitting a single Task Order Performance Evaluation.

The TA will complete the evaluation form in accordance with the Instructions. Justification comments are REQUIRED. The COR will review these recommended scores and justifications to ensure completeness and adequacy. In the case of less than satisfactory performance, the TA must provide sufficient data to enable the initiation of corrective action by the contractor. The PEB will review the technical evaluation forms in consideration of the overall award fee for the performance period.

The PEB Chairperson will ensure all technical evaluations are received in a timely manner. Upon receipt of all technical evaluations for the performance period, the PEB Chairperson will compute technical evaluation scores for each TO and recommend technical fees based on fee-bearing labor hours billed. Equations for computing fee are illustrated below.

Technical Evaluation Equation (Category A) -- 60%

$$0.60 \times [(W_p \times T_p) + (W_s \times T_s) + (W_c \times T_c)] \times (\text{Max. Hr Fee}) \times (\text{Fee-Bearing Hrs Worked})$$

where:

W_p = weight for technical performance
T_p = score for technical performance
W_s = weight for schedule performance
T_s = score for schedule performance
W_c = weight for cost/resource management performance
T_c = score for cost/resource management performance

Management Evaluation (Category B) -- 40%

After receipt of all technical evaluations and scoring, the PEB Chairperson will schedule a Performance Evaluation Board (PEB) meeting. It is the PEB Chairperson's responsibility to ensure that all technical evaluation data for review are provided to the PEB members at least one week before the scheduled PEB meetings.

The PEB shall meet, review all Category A (Technical) grades and performance reports for work performed during that quarter and determine Category B (Management) grades. The Management evaluation of the contract will use the evaluation elements shown below. The PEB may use the following means to obtain required data for the evaluation:

1. Input from the COR and Ordering Officer.
2. Independent investigations as required.
3. Regular contractor/government management meetings.
4. Overhead and G&A rates with respect to plan.

The purpose of the PEB is to: (1) review contractor performance evaluation data; (2) make independent investigations it may deem necessary; and (3) make recommendations to the FDO concerning management evaluation grades, the amount of award fee earned and recommended for payment, and the nature, quality, and extent of documentation to be furnished the contractor concerning his performance. The PEB 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.

After the assignment of Management scores by the PEB, the PEB Chairperson will compute the Management evaluation score recommended for fee determination.

Management Evaluation Fee

$$0.40 \times [(M \times 0.5) + (P \times 0.3) + (C \times 0.2)] \times (\text{Max. Hr Fee}) \times (\text{Fee-Bearing Hrs Worked})$$

where:

M = score for management organization and controls

P = score for personnel effectiveness

C = score for cost management of indirect costs

The PEB Chairperson shall prepare a preliminary evaluation report to the Contractor and afford him two weeks in which to submit written comments. The PEB Chairperson will review the contractor's written comments, conduct discussions with the FDO concerning the comments, and finalize the report for the FDO's signature and the associated determination of the award fee.

Upon approval of the PEB report by the FDO, it will be submitted, together with necessary funding, to the Ordering Officer for incorporation of funding into the contract by modification.

TECHNICAL EVALUATION ELEMENTS (60%)

Major areas	Relative weight	Typical evaluation elements
Technical Performance (T)	To be assigned by individual TO	Employment of appropriate processes and procedures with work results technically accurate and valid. The production of error-free software and other products which conform to the requirements established in the contract or by individual Task Orders. Conformance of the end product with the goals of the individual Task Order, e.g., did the product or service meet the minimum stated standards and criteria, and did the goods or services meet the goals of effectiveness and economy in design and/or implementation.
Maintaining program schedules and delivery (S)	To be assigned by individual TO.	Prioritizing of tasks, maintaining schedules, meeting milestones and Task dates established by work assignments or program plans.
Cost/Resource Management (C)	To be assigned by individual TO.	Accurately estimating costs, including category of labor, hours, travel, and other cost elements that are required to perform tasks and actual compliance with these cost estimates. Efficient utilization of resources. Contractor initiatives to reduce Government costs.

MANAGEMENT EVALUATION (40%)

Major areas	Relative weight	Evaluation elements
Effectiveness of management organization and controls (M)	50%	Effective and economical organization of all areas of effort, including management and technical teams required to meet work requirements. Managerial staffing to assure proper supervision of the work force and proper utilization of the assigned skills. Effectiveness and control of government furnished property. Responsiveness of management to accomplish assigned tasks in response to urgency of need. Timeliness and quality of response to requests for Task Order proposals. Coordination with appropriate NAWCWD personnel to resolve problems that may arise in communications, workload distribution, planning, scheduling, overtime, idle time, or other appropriate areas. Timeliness and adequacy of contract CDRL items (non Task Order CDRLs).

MANAGEMENT EVALUATION (Continued)

Major areas	Relative weight	Evaluation elements
Effectiveness of Personnel Management (P)	30%	Effectiveness in securing and retaining qualified personnel.
		Establishment and maintenance of a personnel mix suitable for accomplishment of the assigned tasks.
		Versatility of personnel in performance of interrelated tasks.
		Appropriateness of and visibility into Contractor's training program.
		Effectiveness of the contractor's security program.
		Proper categorizing of new employees and prompt submission of resumes.
Effectiveness of Cost and Resource management (C)	20%	Degree of control over incurred costs as evidenced by comparison of estimated and actual costs.
		Ability to maintain competitive rates and visibility of costs.
		Effective use of subcontracts/purchases and accurate visibility into cost of and justification for subcontractors and purchases.
		Effectiveness in managing costs to ensure year-end costs neither over run nor substantially under run estimated costs.
		Effectiveness of management efforts to continuously improve the quality of work and work force while reducing costs to the government.
		Degree of quality, accuracy, and clarity of cost data (vouchers, Task order cost reports, etc.)

WAGE DETERMINATION NO: 94-2043 REV (11) AREA: CA,BAKERSFIELD

WAGE DETERMINATION NO: 94-2043 REV (11) AREA: CA,BAKERSFIELD
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

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

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

Wage Determination No.: 94-2043
Revision No.: 11
Date of Last Revision: 10/29/1998

Division of Wage Determinations

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:	
01011 Accounting Clerk I	$ 8.47
01012 Accounting Clerk II	$ 9.25
01013 Accounting Clerk III	$ 10.38
01014 Accounting Clerk IV	$ 11.24
01030 Court Reporter	$ 11.95
01050 Dispatcher, Motor Vehicle	$ 9.59
01060 Document Preparation Clerk	$ 10.78
01070 Messenger (Courier)	$ 6.57
01090 Duplicating Machine Operator	$ 10.78
01110 Film/Tape Librarian	$ 9.66
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	$ 12.35
01131 Key Entry Operator I	$ 8.50
01132 Key Entry Operator II	$ 10.41
01191 Order Clerk I	$ 8.83
01192 Order Clerk II	$ 9.22
01261 Personnel Assistant (Employment) I	$ 8.61
01262 Personnel Assistant (Employment) II	$ 9.66
01263 Personnel Assistant (Employment) III	$ 11.95
01264 Personnel Assistant (Employment) IV	$ 12.35
01270 Production Control Clerk	$ 12.53
01290 Rental Clerk	$ 9.66
01300 Scheduler, Maintenance	$ 9.66
01311 Secretary I	$ 9.66
01312 Secretary II	$ 11.95
01313 Secretary III	$ 12.35
01314 Secretary IV	$ 15.20
01315 Secretary V	$ 16.85
01320 Service Order Dispatcher	$ 9.66
01341 Stenographer I	$ 8.34

01342 Stenographer II	$ 9.66
01400 Supply Technician	$ 14.52
01420 Survey Worker (Interviewer)	$ 11.95
01460 Switchboard Operator-Receptionist	$ 8.77
01510 Test Examiner	$ 11.95
01520 Test Proctor	$ 11.95
01531 Travel Clerk I	$ 8.41
01532 Travel Clerk II	$ 8.84
01533 Travel Clerk III	$ 9.58
01611 Word Processor I	$ 8.61
01612 Word Processor II	$ 10.63
01613 Word Processor III	$ 11.95
Automatic Data Processing Occupations:	
03010 Computer Data Librarian	$ 10.82
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/	$ 10.82
03072 Computer Programmer II 1/	$ 13.15
03073 Computer Programmer III 1/	$ 15.04
03074 Computer Programmer IV 1/	$ 18.21
03101 Computer Systems Analyst I 1/	$ 10.39
03102 Computer Systems Analyst II 1/	$ 15.04
03103 Computer Systems Analyst III 1/	$ 16.42
03160 Peripheral Equipment Operator	$ 10.82
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	$ 7.69
07100 Food Service Worker (Cafeteria Worker)	$ 7.69
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	$ 7.69
11090	Gardener	$ 8.84
11121	Housekeeping Aide I	$ 7.69
11122	Housekeeping Aide II	$ 8.50
11150	Janitor	$ 7.69
11210	Laborer, Grounds Maintenance	$ 8.47
11240	Maid or Houseman	$ 6.90
11270	Pest Controller	$ 11.48
11300	Refuse Collector	$ 7.69
11330	Tractor Operator	$ 10.04
11360	Window Cleaner	$ 8.50
Health Occupations:		
12020	Dental Assistant	$ 10.09
12040	Emergency Medical Technician/Paramedic Ambulance Driver	$ 10.13
12071	Licensed Practical Nurse I	$ 8.03
12072	Licensed Practical Nurse II	$ 9.02
12073	Licensed Practical Nurse III	$ 10.09
12100	Medical Assistant	$ 9.02
12130	Medical Laboratory Technician	$ 9.02
12160	Medical Record Clerk	$ 9.02
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	$ 9.02
12311	Registered Nurse I	$ 12.49
12312	Registered Nurse II	$ 15.28
12313	Registered Nurse II, Specialist	$ 15.28
12314	Registered Nurse III	$ 18.49
12315	Registered Nurse III, Anesthetist	$ 18.49
12316	Registered Nurse IV	$ 22.16
Information and Arts Occupations:		
13002	Audiovisual Librarian	$ 14.98
13011	Exhibits Specialist I	$ 11.36
13012	Exhibits Specialist II	$ 13.55
13013	Exhibits Specialist III	$ 16.71
13041	Illustrator I	$ 11.36
13042	Illustrator II	$ 13.55
13043	Illustrator III	$ 16.71
13047	Librarian	$ 15.46
13050	Library Technician	$ 10.36
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	$ 6.30
15030	Counter Attendant	$ 6.30
15040	Dry Cleaner	$ 7.70
15070	Finisher, Flatwork, Machine	$ 6.30
15090	Presser, Hand	$ 6.30
15100	Presser, Machine, Drycleaning	$ 6.30
15130	Presser, Machine, Shirts	$ 6.30
15160	Presser, Machine, Wearing Apparel, Laundry	$ 6.30
15190	Sewing Machine Operator	$ 8.30
15220	Tailor	$ 8.88
15250	Washer, Machine	$ 6.77

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	$ 13.78
21020	Material Coordinator	$ 11.38
21030	Material Expediter	$ 11.38
21040	Material Handling Laborer	$ 9.16
21050	Order Filler	$ 10.38
21071	Forklift Operator	$ 9.90
21080	Production Line Worker (Food Processing)	$ 10.35
21100	Shipping/Receiving Clerk	$ 9.59
21130	Shipping Packer	$ 9.59
21140	Store Worker I	$ 9.06
21150	Stock Clerk (Shelf Stocker; Store Worker II)	$ 9.54
21210	Tools and Parts Attendant	$ 10.35
21400	Warehouse Specialist	$ 10.35
Mechanics and Maintenance and Repair Occupations:		
23010	Aircraft Mechanic	$ 16.65
23040	Aircraft Mechanic Helper	$ 12.85
23050	Aircraft Quality Control Inspector	$ 17.33
23060	Aircraft Servicer	$ 14.70
23070	Aircraft Worker	$ 15.36
23100	Appliance Mechanic	$ 15.98
23120	Bicycle Repairer	$ 13.87
23125	Cable Splicer	$ 16.65
23130	Carpenter, Maintenance	$ 15.98
23140	Carper Layer	$ 15.36
23160	Electrician, Maintenance	$ 16.80
23181	Electronics Technician, Maintenance I	$ 14.44
23182	Electronics Technician, Maintenance II	$ 15.98
23183	Electronics Technician, Maintenance III	$ 17.24
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	$ 16.65
23460	Instrument Mechanic	$ 16.65
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	$ 16.65
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	$ 16.65
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	$ 17.33
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	$ 10.15
24600 Chore Aide	$ 6.90
24630 Homemaker	$ 11.30
Plant and System Operation Occupations:	
25010 Boiler Tender	$ 16.65
25040 Sewage Plant Operator	$ 15.98
25070 Stationary Engineer	$ 16.65
25190 Ventilation Equipment Tender	$ 12.85
25210 Water Treatment Plant Operator	$ 15.98
Protective Service Occupations:	
27004 Alarm Monitor	$ 8.13
27006 Corrections Officer	$ 17.39
27010 Court Security Officer	$ 18.49
27040 Detention Officer	$ 17.39
27070 Firefighter	$ 17.41
27101 Guard I	$ 7.44
27102 Guard II	$ 8.13
27130 Police Officer	$ 20.67
Stevedoring/Longshoremen Occupational Services:	
28010 Blocker and Bracer	$ 12.36
28020 Hatch Tender	$ 12.36
28030 Line Handler	$ 12.36
28040 Stevedore I	$ 11.83
28050 Stevedore II	$ 12.86
Technical Occupations:	
29010 Air Traffic Control Specialist, Center 2/	$ 24.04
29011 Air Traffic Control Specialist, Station 2/	$ 16.58
29012 Air Traffic Control Specialist, Terminal 2/	$ 18.26
29023 Archeological Technician I	$ 12.06
29024 Archeological Technician II	$ 13.49
29025 Archeological Technician III	$ 16.71
29030 Cartographic Technician	$ 16.71
29035 Computer Based Training (CBT) Specialist/Instructor	$ 10.39
29040 Civil Engineering Technician	$ 16.71
29061 Drafter I	$ 9.52
29062 Drafter II	$ 11.36
29063 Drafter III	$ 15.78
29064 Drafter IV	$ 16.71
29081 Engineering Technician I	$ 9.52
29082 Engineering Technician II	$ 11.36
29083 Engineering Technician III	$ 15.78
29084 Engineering Technician IV	$ 16.71
29085 Engineering Technician V	$ 20.44
29086 Engineering Technician VI	$ 24.73
29090 Environmental Technician	$ 14.61
29100 Flight Simulator/Instructor (Pilot)	$ 15.04
29150 Graphic Artist	$ 10.39
29160 Instructor	$ 10.39
29210 Laboratory Technician	$ 11.81
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	$ 16.71
29480	Technical Writer	$ 16.66
29491	Unexploded Ordnance Technician I	$ 15.28
29492	Unexploded Ordnance Technician II	$ 18.49
29493	Unexploded Ordnance Technician III	$ 22.16
29494	Unexploded Safety Escort	$ 15.28
29495	Unexploded Sweep Personnel	$ 15.28
29620	Weather Observer, Senior 3/	$ 13.99
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	$ 9.16
31300	Taxi Driver	$ 10.13
31361	Truckdriver, Light Truck	$ 9.16
31362	Truckdriver, Medium Truck	$ 13.30
31363	Truckdriver, Heavy Truck	$ 14.17
31364	Truckdriver, Tractor-Trailer	$ 14.17
Miscellaneous Occupations:		
99020	Animal Caretaker	$ 8.84
99030	Cashier	$ 6.65
99041	Carnival Equipment Operator	$ 10.14
99042	Carnival Equipment Repairer	$ 10.93
99043	Carnival Worker	$ 7.69
99050	Desk Clerk	$ 8.15
99095	Embalmer	$ 15.28
99300	Lifeguard	$ 7.26
99310	Mortician	$ 15.28
99350	Park Attendant (Aide)	$ 9.12
99400	Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	$ 7.26
99500	Recreation Specialist	$ 11.90
99510	Recycling Worker	$ 10.04
99610	Sales Clerk	$ 6.31
99620	School Crossing Guard (Crosswalk Attendant)	$ 7.69
99630	Sports Official	$ 6.31
99658	Survey Party Chief (Chief of Party)	$ 12.44
99659	Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	$ 9.11
99660	Surveying Aide	$ 6.65
99690	Swimming Pool Operator	$ 10.69
99720	Vending Machine Attendant	$ 8.00
99730	Vending Machine Repairer	$ 10.03
99740	Vending Machine Repairer Helper	$ 8.62

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

HEALTH & WELFARE: $1.39 per hour or $55.60 per week or $240.93 per month.

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/

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 preium 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 officer.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi))
When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.
The process for preparing a conformance request is as follows:
1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
5) The contracting officer transmits the Wage and Hour decision to the contractor.
6) The contractor informs the affected employees.
Information required by the Regulations must be submitted on SF 1444 or bond paper.
When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

PERSONNEL REQUIREMENTS

1.0 BACKGROUND

The contractor shall be required to provide the following types and kinds of personnel. The contractor shall employ only personnel who are fully trained, experienced, qualified, and competent to perform their assigned tasks and who possess, at a minimum, the qualifications required herein. The labor categories herein represent the Government's best estimate of the types and kinds of personnel required for successful contract performance and are based on seventeen years of contract history.

Only experience related to the responsibilities of the proposed position will be considered applicable to the experience requirements specified herein.

2.0 MANAGERIAL/PROFESSIONAL KEY PERSONNEL

Certain skilled experienced professional and/or technical personnel are essential for successful accomplishment of the work under this contract. These are defined as "Key Personnel." It is critical that Key Personnel assigned to perform under this contract shall possess comprehensive managerial and technical backgrounds in the various disciplines described herein.

Key Personnel shall have the ability to obtain and maintain a Department of Defense Security Clearance up to and including the level of "Secret", except that the "technical" Key Personnel (persons in responsible charge of Systems Engineering and Weapons Integration, Software Laboratory Development and Operations, and Software Development) shall have the ability to obtain and maintain a clearance level of "Top Secret", including being able to satisfactorily pass a Single Scope Background Investigation (SSBI) (such as may be required for access to intelligence data or special access programs).

The minimum Key Personnel required for this contract are defined as follows:

2.1 Local Organization Manager.

The contractor shall appoint a Local Organization Manager who will be the contractor's authorized contact point with NAWCWD and the senior supervisor of personnel assigned to the contract. The Local Organization Manager shall be permanently assigned, on a full-time basis, to the contractor's China Lake area local office. The Local Organization Manager shall have specifically delegated authority to negotiate and bind the offeror for any contract modifications requiring bilateral negotiations up to the total value of the contract.

2.1.1 Academic Qualifications of the Local Organization Manager:

A Bachelor's degree in a field closely related to the IPT support services of the solicitation is required. A graduate degree in an appropriate field is desirable. Substantial managerial experience (a minimum of ten years beyond the experience requirement listed below) in a contract operation similar in kind and size to the SOW may be substituted for the degree requirements, subject to the approval of the COR and Ordering Officer.

2.1.2 Experience Qualifications of the Local Organization Manager:

At least eight years of recent experience managing programs similar in nature to the requirements of this solicitation is required. The candidate's experience must reflect the successful accomplishment of increasingly complex and difficult technical and managerial efforts in Military Aircraft on-board computer systems and software, avionics systems and software, and weapons systems integration. The candidate must have previously demonstrated the ability to establish and apply sound management principles and technical strategies to cost-effectively accomplish the goals of each cited experience effort.

2.2 Local Business/Finance Manager.

The contractor shall appoint a permanent, full-time Business/Finance Manager to the contractor's China Lake area local office. The Business/Finance Manager shall establish and maintain an administrative support organization whose responsibilities shall include, as a minimum, task order processing, cost accounting and reporting, personnel, subcontracting, and other such administrative responsibilities as may evolve as the result of the requirements of the contract.

2.2.1 Academic Qualifications of the Local Business/Finance Manager:

A Bachelor's Degree in Business Administration, Economics, or a closely related field is required. A designation as a Certified Professional Contract Manager (CPCM) or Certified Public Accountant (CPA) is desirable. Academic training in technical fields closely related to the scope of the contract is highly desirable. Substantial business managerial experience (a minimum of ten years beyond the experience requirement listed below) in a contract operation similar in kind and size to the SOW may be substituted for the degree requirements, subject to the approval of the COR and Ordering Officer.

2.2.2 Experience Qualifications of the Local Business/Finance Manager:

At least five (5) years of recent managerial experience in a Federal Service contracting environment is required. Experience in the negotiation of task orders in a Cost Plus Award Fee environment is highly desirable, as is experience in an environment subject to the Cost Accounting Standards (CAS). (Small businesses are not subject to CAS, but experience in this arena is desirable nevertheless.)

2.3 Person in Responsible Charge of Systems Engineering and Weapons Integration

The contractor shall appoint a Key Person who will be the contractor's technical manager for Systems Engineering and Weapons Integration. The Systems Engineering and Weapons Integration Key Person shall have specifically delegated authority to make binding technical decisions related to contract performance in the area of systems engineering and weapons integration.

2.3.1 Academic Qualifications of the Person in Responsible Charge of Systems Engineering & Weapons Integration:

A Bachelor's degree in an engineering/science field closely related to the IPT support services for systems engineering and weapons integration is required. A graduate degree in an appropriate field is desirable.

2.3.2 Experience Qualifications of the Person in Responsible Charge of Systems Engineering & Weapons Integration:

At least eight years of recent experience at the chief engineer/scientist or senior engineer/scientist level is required, at least three of which must have been in positions of responsible technical management of systems engineering and weapons integration programs similar in nature to the requirements of this solicitation. The candidate's experience must reflect the successful accomplishment of increasingly complex and difficult technical efforts in Military Aircraft systems engineering and weapons systems integration. The candidate must have previously demonstrated the ability to establish and apply sound technical strategies to cost-effectively accomplish the goals of each cited experience effort. Knowledge of and successful implementation of SEI/CMM initiatives in the system engineering area is highly desirable.

2.4 Person in Responsible Charge of Software Laboratory Development and Operations

The contractor shall appoint a Key Person who will be the contractor's technical manager for Software Laboratory Development and Operations. The Software Laboratory Development and Operations Key Person shall have specifically delegated authority to make binding technical decisions related to contract performance in the area of software laboratory development and operations.

2.4.1 Academic Qualifications of the Person in Responsible Charge of Software Laboratory Development and Operations:

A Bachelor's degree in an engineering/science field closely related to the IPT support services for software laboratory development and operations is required. A graduate degree in an appropriate field is desirable.

2.4.2 Experience Qualifications of the Person in Responsible Charge of Software Laboratory Development and Operations:

At least eight years of recent experience at the chief engineer/scientist or senior engineer/scientist level is required, at least three of which must have been in positions of responsible technical management of software laboratory development and operations programs similar in nature to the requirements of this solicitation. The candidate's experience must reflect the successful accomplishment of increasingly complex and difficult technical efforts in Military Aircraft software laboratory development and operations. The candidate must have previously demonstrated the ability to establish and apply sound technical strategies to cost-effectively accomplish the goals of each cited experience effort. Knowledge of and successful implementation of SEI/CMM initiatives in both the software development and system engineering areas is highly desirable.

2.5 Person in Responsible Charge of Software Development

The contractor shall appoint a Key Person who will be the contractor's responsible technical manager for Software Development. The Software Development Key Person shall have specifically delegated authority to make binding technical decisions related to contract performance in the area of software development.

2.5.1 Academic Qualifications of the Person in Responsible Charge of Software Development:

A Bachelor's degree in an engineering/science field closely related to the IPT support services for software development is required. A graduate degree in an appropriate field is desirable.

2.5.2 Experience Qualifications of the Person in Responsible Charge of Software Development:

At least eight years of recent experience at the chief engineer/scientist or senior engineer/scientist level is required, at least three of which must have been in positions of responsible technical management of software development programs similar in nature to the requirements of this solicitation. The candidate's experience must reflect the successful accomplishment of increasingly complex and difficult technical efforts in military aircraft and weapons systems software development. The candidate must have previously demonstrated the ability to establish and apply sound technical strategies to cost-effectively accomplish the goals of each cited experience effort. Knowledge of and successful implementation of SEI/CMM initiatives in both the software development and systems engineering areas is highly desirable.

3.0 GENERAL PERSONNEL DESCRIPTIONS AND REQUIREMENTS

Direct performing personnel are divided into two general groups: (1) Professional Personnel and (2) Support Personnel. Each of these groups has a defined general experience and educational requirements which, when used in consonance with the individual labor category description, allows for a finite determination of the appropriate classification.

Most technical personnel shall have the ability to obtain and maintain a Department of Defense Security Clearance up to and including the level of "Secret". There may be circumstances which will require personnel assigned to a task order to have the ability to obtain and maintain a clearance level of "Top Secret" and/or other special Security clearances (ex., crypto key handling qualification).

3.1 Professional Personnel

Professional Personnel are those personnel who meet the academic and experience requirements for a Professional designation as defined below. The contractor's Professional personnel shall possess the appropriate education credentials necessary to the responsibilities of the individual professional position and level and should demonstrate a commitment to continuing education throughout their professional career.

3.1.1 Professional Labor Categories

3.1.1.1 Engineer/Scientist: The Engineer/Scientist applies broad based academic and professional expertise to design, develop, and implement systems to satisfy requirements. Implementation includes applying analytical techniques and theoretical/scientific methodologies to the solution of problems and performing evaluations of solutions relative to satisfaction of functional performance and operational requirements.

3.1.1.2 Hardware Specialist: The Hardware Specialist applies technical expertise to the design implementation, and operation of approved hardware engineering designs. Implementation includes fabrication, assembly, integration, installation, test, and maintenance.

3.1.1.3 Management Applications Specialist: The Management Applications Specialist applies technical expertise to the design, implementation, maintenance, and operation of systems and software programs related to programmatic and data management and control processes (i.e. programmatic controls and tracking, data management, configuration management, quality assurance implementation/evaluation, etc.). Implementation includes systems analysis, software development, and systems/software testing methodologies in accordance with the individual task orders.

3.1.1.4 Software Specialist: The Software Specialist applies technical expertise to the design, implementation, test, and maintenance of approved software designs. Implementation includes systems analysis, software development, and systems/software testing methodologies in accordance with the individual task orders.

3.1.2. Position Levels for Professional Labor Categories

3.1.2.1 CHIEF: (applicable to the Engineer/Scientist labor category, only) Chief level positions entail performance at the Program management level, primarily in a technical management or as a "recognized expert" in a high-level advisory capacity, based on extensive and broad-based experience and knowledge within the individual's discipline or specialty. Such individuals provide both Program Managers and corporate policy-making personnel with informed guidance on complex technical issues, particularly those with potential contractual impact, and assist as required in problem resolutions, capabilities expansion, or hypothesis investigation. Chief-level personnel possess a broadly recognized and demonstrated level of professional expertise.

3.1.2.2 SENIOR: Senior level positions entail performance in a Project Leader capacity, in a technical, discipline-specific leadership role involving multiple projects, or in a "recognized expert" role. As Project Leaders, senior-level personnel hold responsibility for defining total Project requirements, allocating defined project resources for task accomplishment, directing overall Project performance, and interacting with client personnel. Senior-level personnel performing in the "recognized expert" role provide highly specialized analysis and guidance to other Team members in their field of specialization. Senior-level personnel perform in a technical leadership role addressing problems/assignments with multiple project contexts. Senior-level personnel work independently of direct supervision or monitoring. They are responsible not only for their own technical performance, but also for providing technical

direction and guidance to lower-level professional/ technical personnel. They are required to exercise discretionary initiative, creativity, and judgment at all times. Senior-level personnel frequently chair or participate in independent internal technical reviews of work performed outside of their projects; they may be called upon to organize, chair, or participate in formal reviews and audits. They are also responsible for planning their own professional and managerial development.

3.1.2.3 STAFF: Staff-level positions entail performance in project and technical leader capacities, with total responsibility for performance of large projects of multiple, related tasks. As Team leaders, staff-level personnel refine assigned project requirements into defined tasks or sets of tasks to be performed independently or by task members. This employee monitors/supervises/directs efforts of task members, reviews task products, is responsible for timely Team performance and performs liaison with client counterparts. Staff-level personnel prepare and deliver documentation up to and including final status reports, and develop and present technical reports and briefings as appropriate. Staff-level personnel are candidates for participation in independent internal technical reviews of work performed outside of their assigned projects. The employee takes the initiative in assuring the enhancement of their professional development and competence.

3.1.2.4 PROJECT: Project-level positions entail performance of specific tasks. As task leaders, project-level personnel proceed in accordance with basic task definitions, determining both technical and support requirements, sometimes obtaining and directing efforts of non-technical support personnel. Task performance is monitored periodically by senior managers and products are subject to review throughout their development. Independent judgment and initiative are exercised in routine task performance. Recommendations for performance of complex task elements are developed for review by senior managers. Project-level personnel generate draft and preliminary documentation and participate in oral presentations appropriate to their technical backgrounds. They place emphasis on their own professional development, including learning to conduct client interface in their technical specialization areas.

3.1.2.5 ENTRY: Entry-level positions entail task-level performance according to specific direction under immediate supervision. Entry-level personnel exercise closely monitored judgment in performing assigned tasks and show initiative in determining and applying relevant knowledge in satisfying task requirements. As task team members, entry-level personnel participate in task-related technical performance reviews and discussion and contribute to the development of task products. Their professional development places particular emphasis on technical training.

3.1.3 Experience and Education Requirements for Professional Labor Categories/Levels

3.1.3.1 Engineer/Scientist:

3.1.3.1.1 Chief -- 12 years applicable experience plus Bachelor of Science/Bachelor of Arts (BS/BA) degree

3.1.3.1.2 Senior -- 8 years applicable experience plus BS/BA degree

3.1.3.1.3 Staff -- 6 years applicable experience plus BS/BA degree or equivalent.

3.1.3.1.4 Project -- 3 years applicable experience plus BS/BA degree or equivalent.

3.1.3.1.5 Entry -- 0 years applicable experience plus BS/BA degree or equivalent.

3.1.3.2 Hardware, Management, or Software Applications Specialist

3.1.3.2.1 Senior -- 8 years applicable experience plus BS/BA degree, or equivalent.

3.1.3.2.2 Staff -- 6 years applicable experience plus Associate of Science/Associate of Arts (AS/AA) degree, or equivalent.

3.1.3.2.3 Project -- 3 years applicable experience with Certificate or equivalent, or 4 years applicable experience without Certificate.

3.1.3.2.4 Entry -- 0 years applicable experience with Certificate or equivalent, or 1 year applicable experience without Certificate.

3.2 Support Personnel

Support Personnel are those contractor employed personnel who meet the academic and experience requirements for a Support designation as defined below.

3.2.1 Support Labor Categories

3.2.1.1 Engineering / Computer Aide: Supports the professional staff in analytical, specialist, and engineering functions. Performs computer systems operations, data entry, and technical report generation.

3.2.1.2 Technical Documentation Aide: Performs technical documentation development and control functions including composition, graphics, documentation management and control, and related tasks in support of the professional staff.

3.2.2 Position Levels for Support Labor Categories

3.2.2.1 SENIOR: The senior level Support positions entail complex single and multiple support tasks. Individuals in the senior-level support category work under the supervision of the professional/technical staff and are provided general direction and guidance in the performance of assigned tasks. Task performance is monitored periodically for adherence to and compliance with standards and requirements. Task assignments to persons in this category are generally complex in nature and require appropriate levels of experience and skill related to the individual's technical discipline(s). Individuals in the senior-level support category must demonstrate judgment, initiative, and communications skills consistent with the education and experience requirements of their assignments. The senior-level support staff monitors and provides guidance to more junior support staff in the execution of assigned tasks. Individuals in this category establish methods and procedures for the execution of tasks consistent with prescribed standards.

3.2.2.2 STAFF: Staff-level Support positions entail single or multiple task-level performance requiring general direction from more senior-level staff. Individuals in the staff-level support category work under the supervision of the professional/technical staff and are provided general instructions and direction in the performance of assigned tasks. Task performance is monitored for adherence to instructions and procedures, and for compliance with standards and requirements. Task assignments to this category are moderately complex in nature and require appropriate levels of experience and skills related to the individual's technical background. Individuals in the staff-level support category are expected to demonstrate judgment and initiative consistent with the education and experience requirements specified for the position.

3.2.2.3 ENTRY: Entry-level Support staff positions entail task-level performance requiring specific direction from the senior-level support staff or the professional/technical staff. Individuals in the entry-level support staff category work under close supervision where they are provided explicit direction in the performance of assigned tasks. Task performance is closely monitored for adherence to instructions and compliance with requirements. Task assignments given to this category are generally routine in nature. They require limited experience or skill, except as identified in the individual discipline categories.

3.2.3 Experience and Education Requirements for Support Labor Categories/Levels

3.2.3.1 Engineering/Computer Aide and Technical Documentation Aide:

3.2.3.1.1 Senior -- 5 years applicable experience plus AS/AA degree or equivalent.

3.2.3.1.2 Staff -- 2 years applicable experience with Certificate or equivalent, or 3 years applicable experience without Certificate.

3.2.3.1.3 Entry -- 0 years applicable experience plus High School diploma.

4.0 BASIC DOCUMENTATION REGARDING FORMAL EDUCATION REQUIREMENTS

4.1 High School

The high school formal education requirement may be satisfied with a high school diploma, or by evidence of passing a state-approved high school proficiency exam and the granting of a state-approved diploma (or its equivalent).

4.2 Certificate

The Certificate formal education requirement may be satisfied with a Certificate from an accredited college or junior college. The Certificate shall represent at least 30 semester units of college-level courses. The college transcript(s) must include at least 15 semester units in courses directly related to the proposed responsibilities for the contractor employee.

Thirty (30) Equivalent Semester Units (ESUs) may be substituted for the Certificate requirement. (see Section 5.1)

4.3 AS/AA Degree

The Associate in Science/Associate in Arts (AS/AA) Degree formal education requirement may be satisfied with an AS/AA Degree from an accredited college or junior college. The AS/AA Degree shall be in a "Major" field directly related to the proposed responsibilities for the contractor employee (ex., Engineering, Mathematics, Physics, Computer Science, Physical Science, etc.). The AS/AA degree shall represent at least 60 semester units of relevant college-level courses. The college transcript documentation must show at least 50% of the creditable courses to be directly related to the Degree "Major" or to the proposed responsibilities for the contractor employee.

Sixty (60) Equivalent Semester Units (ESUs) may be substituted for the AS/AA Degree requirement. (see Section 5.1)

4.4 BS/BA Degree

The Bachelor of Science/Bachelor of Arts (BS/BA) Degree formal education requirement may be satisfied with a BS/BA Degree from an accredited college of higher learning. The BS/BA Degree shall be in a "Major" field directly related to the proposed responsibilities for the contractor employee (ex., Engineering, Mathematics, Physics, Computer Science, Physical Science, etc.). The BS/BA degree shall represent at least 120 semester units of relevant college-level courses. The college transcript documentation should show a distribution of creditable

courses representing approximately 50% Degree "Major" core, 25% Degree "Major" elective, and 25% being general education.

Where the formal education requirements specifically permit "equivalency", a portion of the degree requirement may be satisfied by Equivalent Semester Units (ESUs) (see Section 5.1). A maximum of 60 ESUs may be used to satisfy a portion of the 120 semester unit requirement. A minimum of 60 semester units must be attained from an accredited college. A minimum of 30 semester units must be "upper-division" courses from an accredited college directly related to the proposed responsibilities of the contractor employee. "Upper-division" courses are those courses which would be taken by a college student during their last 2 years of college education prior to attaining a BS/BA Degree.

5.0 EQUIVALENCY ALLOWANCES

5.1 Education Equivalency -- Equivalent Semester Units (ESUs)

Equivalent semester units, which directly relate to the discipline in which the employee is performing, may be used to satisfy education requirements in only those labor categories and levels that permit equivalency and only to the degree permitted in those labor category levels. ESUs are determined using the criteria defined below.

EQUIVALENT SEMESTER UNITS (ESUs)

MILITARY TECHNICAL SCHOOLS

"A", "B", "C", and "P" Schools	18 class hours per ESU (maximum of 4 ESUs per course)
Specialty "C" Schools	18 class hours per ESU (maximum of 4 ESUs per course)
Factory or Technical Schools	18 class hours per ESU (maximum of 4 ESUs per course)
Military Basic Training	maximum of 2 ESUs allowed

CORRESPONDENCE COURSES (where college credit not given) (submit complete documentation of course)	40 study hours per ESU (maximum of 3 ESUs per course)
WORK EXPERIENCE IN SPECIALTY	1 month of full time equivalent work per ESU (maximum of 10 ESUs allowed)

Note: Experience that is applied to satisfy educational requirements may not be used to meet experience requirements. (i.e., experience can only be counted one time)

5.2 Work Experience Equivalency

Work experience requirements may be satisfied with advanced education degrees (MS/MA, Ph.D.) in the professional categories in accordance with the following:

Master of Science / Master of Arts Degree (MS/MA) is equivalent to 2 years of experience.

Doctorate of Physics (Ph.D.) is equivalent to 4 years of experience.

The advanced degree must have been granted by an accredited college of higher learning. The degree shall be in a "Major" field directly related to the proposed responsibilities for the contractor employee (ex., Engineering, Mathematics, Physics, Computer Science, Physical Science, etc.).

An advanced degree may not be applied as equivalent work experience if the advanced degree was used to satisfy the education requirements. (i.e., the degree can only be counted one time)

5.3 Quarter Unit Equivalency for Semester Unit Requirement

1.5 quarter hours equals 1.0 semester hour.

5.4 Waiver

The requirement for a high school or college/university diploma may be waived in special cases. The Contractor is not, however, relieved thereby from responsibility for employee's performance.

DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION

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

F CL99-001 Stub # N60530-8295-AALX

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED: **TOP SECRET**

b. LEVEL OF SAFEGUARDING REQUIRED: **TOP SECRET**

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

X	a. PRIME CONTRACT NUMBER N68936-00-D-0022	05/03/31
	b. SUBCONTRACT NUMBER	
	c. SOLICITATION OR OTHER NUMBER N68936-99-R-0025	Due Date (YY/MM/DD)

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

X	a. ORIGINAL *(Complete date in all cases.)*		Date (YY/MM/DD) 99/12/02
	b. REVISED *(Supersedes all previous specs.)*	Revision No.	Date (YY/MM/DD)
	c. FINAL *(Complete item 5 in all cases.)*		Date (YY/MM/DD)

4. IS THIS A FOLLOW-ON CONTRACT? [X] YES [ ] NO. If yes, complete the following:

Classified material received or generated under N68936-96-D-0009 (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? [ ] YES [X] 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	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*
EER SYSTEMS INC **3750 CENTERVIEW DRIVE** **CHANTILLY, VA 20151**	7Z726	**DEFENSE SECURITY SERVICE** **GREATER DC-BALTIMORE OPLOC** **2461 EISENHOWER AVENUE** **ROOM 744** **ALEXANDRIA, VA 22331-1000**

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*

;TUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*
SEE BLOCK 13		

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

WEAPONS AND SYSTEMS INTEGRATION SUPPORT SERVICES.

10. THIS CONTRACT WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. COMMUNICATIONS SECURITY *(COMSEC)* INFORMATION	X		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY.		X
b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X	
d. FORMERLY RESTRICTED DATA		X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	X	
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY		X
(1) Sensitive Compartmented Information *(SCI)*		X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S. PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
(2) Non-SCI	X		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTC) OR OTHER SECONDARY DISTRIBUTION CENTER	X	
f. SPECIAL ACCESS INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT	X	
g. NATO INFORMATION	X		i. HAVE TEMPEST REQUIREMENTS	X	
h. FOREIGN GOVERNMENT INFORMATION	X		j. HAVE OPERATIONS SECURITY *(OPSEC)* REQUIREMENTS	X	
i. LIMITED DISSEMINATION INFORMATION		X	k. BE AUTHORIZED TO USE DEFENSE COURIER SERVICE		X
·R OFFICIAL USE ONLY INFORMATION	X		l. OTHER (Specify)		
ſHER *(Specify)*					

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 [X] Through *(specify)*:

COMMANDER, NAVAL AIR WARFARE CENTER WEAPONS DIVISION, CHINA LAKE, CA 93555

the Directorate for Freedom of information and Security Review, Office of the Assistant Secretary of Defense *(Public Affairs)* * for review. the case of non-DOD User Agencies, request for disclosure shall be submitted to that agency.

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 5220.22M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL. RESPONSIBLE BIDDER MUST HAVE OR BE ABLE TO QUALIFY FOR A TOP SECRET FACILITY CLEARANCE WITH ACCESS TO PROSCRIBED INFORMATION: "COMMUNICATIONS SECURITY (COMSEC), TOP SECRET, AND NATO INFORMATION". 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.

ACCESS TO TOP SECRET INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT AND WILL BE AT PRIME CONTRACTOR FACILITY, NAVAL AIR WARFARE CENTER WEAPONS DIVISION, CHINA LAKE AND OTHER DOD/DOD CONTRACTOR FACILITIES ONLY. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

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).* [X] 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 [X] No

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

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE *(Include Area Code)*
JUDITH K. SMITH	CONTRACTING OFFICER FOR SECURITY MATTERS	(805) 989-7859

d. ADDRESS (Include Zip Code)

COMMANDER
CODE 741100D/E
NAVAIRWARCENWPNDIV
1 ADMINISTRATION CIRCLE
CHINA LAKE, CA 93555-6001

e. SIGNATURE

Judith K. Smith

17. REQUIRED DISTRIBUTION

- [X] a. CONTRACTOR
- [ ] b. SUBCONTRACTOR
- [X] c. COGNIZANT SECURITY OFFICER FOR PRIME & SUBCONTRACTOR
- [ ] d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY
- [X] e. ADMINISTRATIVE CONTRACTING OFFICER
- [X] f. OTHERS AS NECESSARY

741100E, 45EOOOD (R. ANDERS),

DD254 ITEM 13 SUPPLEMENTAL PAGE

ACTUAL PERFORMANCE WILL BE AT THE NAVAL AIR WARFARE CENTER WEAPONS DIVISION, CHINA LAKE, CALIFORNIA, AND THE CONTRACTOR'S CLEARED FACILITY.

.TORAGE OF TOP SECRET CLASSIFIED MATERIAL AT CONTRACTOR'S FACILITY IS AUTHORIZED.

THE "FOR OFFICIAL USE ONLY" INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE SAFEGUARDED IN ACCORDANCE WITH ATTACHMENT #1.

ACCESS TO INFORMATION UNDER THIS CONTRACT WILL BE KEPT TO A MINIMUM TO MEET OPERATIONAL REQUIREMENTS.

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.

ACCESS TO AND SAFEGUARDING OF COMSEC INFORMATION/MATERIAL SHALL BE IN ACCORDANCE WITH NAVWPNCENINST 2281.1B, NWC IDP 3736, DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), AND DOD 5220.22-S, NISPOM, COMSEC SUPPLEMENT, OF LATEST ISSUE AND ALL SUBSEQUENT CHANGES.
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, HANDLING, USE AND TRANSPORT OF COMSEC INFORMATION/MATERIAL REQUIRES U.S. CITIZENSHIP, A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL, A SPECIAL BRIEFING, AND WRITTEN APPROVAL OF THE COMMANDING OFFICER OF THE USER AGENCY.

ACCESS TO COMSEC MATERIAL WILL BE AT NAVAL AIR WEAPONS STATION, AND AT OTHER DOD ACTIVITIES. CLEARED COMSEC BRIEFED PERSONNEL WILL BE PRESENT WHENEVER COMSEC EQUIPMENT IS IN USE.

PERSONNEL HAVING ACCESS TO COMSEC INFORMATION SHALL BE BRIEFED BY A GOVERNMENT CMS CUSTODIAN. EACH CONTRACTOR EMPLOYEE REQUIRED TO TRANSPORT COMSEC MATERIAL MUST HAVE A COMPANY COURIER CARD.

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.

ACCESS TO DOCUMENTS CONTAINING INTELLIGENCE INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT. LATEST ISSUE, ATTACHMENT #2, "SECURITY GUIDELINES FOR THE HANDLING OF INTELLIGENCE INFORMATION FOR CONTRACTORS" AND LAATEST ISSUE, ATTACHMENT #3, 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.

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 TASK ORDERS.

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 #4, "OPERATIONS SECURITY GUIDANCE FOR CONTRACTORS" DATED AUGUST 1993, AND GUIDANCE PROVIDED. THE DEFENSE INVESTIGATIVE SERVICE (DIS) WILL PERFORM OPSEC INSPECTIONS AS REQUIRED. PRIOR APPROVAL OF THE CONTRACTING
ACTIVITY IS REQUIRED BEFORE IMPOSING OPSEC REQUIREMENTS ON A SUBCONTRACTOR.

THE FOLLOWING SECURITY CLASSIFICATION GUIDE(s) APPLIES AND WII BE PROVIDED BY THE USER AGENCY AS REQUIRED: OPNAVINST C5513.2B(2), "A-6 INTRUDER"; OPNAVINST C5513.2B (4), "AV-8B HARRIER; OPNAVINST C5513.2B(26), "F/A -18 HORNET; OPNAVINST C5513.2B(28), "AH-1".

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.

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.

CLASSIFIED MATERIAL GENERATED UNDER THIS CONTRACT WILL BE MARKED WITH THE MOST RESTRICTIVE DOWNGRADING/DECLASSIFICATION INSTRUCTION APPLICABLE PROVIDED BY THE ATTACHED SECURITY CLASSIFICATION GUIDE (S) AND PER THE NEW DERIVATIVE CLASSIFICATION MARKINGS UNDER EXECUTIVE ORDER 12958.

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.

AIS PROCESSING WILL BE CONDUCTED IN ACCORDANCE WITH THE NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), DEPARTMENT OF THE NAVY AUTOMATIC DATA PROCESSING SECURITY PROGRAM (OPNAVINST 5239.1A) AND APPROPRIATE LOCAL AIS INSTRUCTIONS.

TEMPEST SECURITY REQUIREMENTS ARE IIMPOSED IF THIS CONTRACT REQUIRES THE CONTRACTOR TO ELECTRICALLY, ELECTRONICALLY, OR ELECTROMECHANICALLY PROCESS CLASSIFIED DATA AT THE SECRET - SPECIAL CATEGORY OR HIGHER LEVEL. UPON AWARD OF CONTRACT, THE ATTACHED CONTRACTOR TEMPEST QUESTIONNAIRE, ATTACHMENT #5 MUST BE COMPLETED BY THE CONTRACTOR AS PART OF THEIR CONTRACTUAL REQUIREMENTS. PUBLIC RELEASE IS NOT AUTHORIZED FOR TEMPEST SECURITY INFORMATION OR REQUIREMENTS. 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 (NISPOM) 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 AND SAFEGUARDING OF CLASSIFIED FOREIGN GOVERNMENT INFORMATION (EXCLUDING NATO) REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AND SHALL BE IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), CHAPTER 10, SECTION 3. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

The "For Official Use Only" (FOUO) marking is assigned to information at the time of its creation in a DoD User Agency. It is not authorized as a substitute for a security classification marking but is used on official government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act.

Other non-security markings, such as "Limited Official Use" and "Official Use Only" are used by non-DoD User Agencies for the same type of information and should be safeguarded and handled in accordance with instruction received from such agencies.

Use of the above markings does not mean that the information cannot be released to the public, only that it must be reviewed by the Government prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions to it.

Identification Markings. An unclassified document containing FOUO information will be marked "For Official Use Only" at the bottom of the front cover (if any), on the first page, on each page containing FOUO information, on the back page, and on the outside of the back cover (if any). No portion markings will be shown. Within a classified document, an individual page contains both FOUO and classified information will be marked at the top and bottom with the highest security classification of information appearing on the page. If an individual portion contains FOUO information but no classified information, the portion will be marked, "FOUO."

Removal of the "For Official Use Only" marking can only be accomplished by the originator or other competent authority. When the "For Official Use Only" status is terminated, all known holders will be ified to the extent practical.

Dissemination. Contractors may disseminate "For Official Use Only" information to their employees and subcontractors who have a need for the information in connection with a classified contract.

Storage. During working hours, "For Official Use Only" information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During nonworking hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks, is adequate when internal building security is provided during nonworking hours. When such internal security control is not exercised, locked buildings or rooms will provide adequate after-hours protection or the material can be stored in locked receptacles such as file cabinets, desks, or bookcases.

Transmission. "For Official Use Only" information may be sent via first-class mail or parcel post. Bulky shipments may be sent by fourth-class mail.

Disposition. When no longer needed, FOUO information may be disposed of by tearing each copy into pieces to preclude reconstructing, and placing it in a regular trash container or as directed by the User Agency.

Unauthorized Disclosure. Unauthorized disclosure of "For Official Use Only" information does not constitute a security violation but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions.

ATTACHMENT # 1 TO DD-254

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 #3, DCID 1/7, "Security Controls on the Dissemination of Intelligence Information", dated 30 JUNE 1998.

ATTACHMENT #2 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 Director 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 <u>DCID 5/6, Intelligence Disclosure Policy</u>.**

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, <u>Access to Classified Information.</u>

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 DCID's 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 headquarters [2] 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 value [3]. 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 <u>only</u> 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 dissemi-nation 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.

Note:

DCID 1/7 must be marked CONFIDENTIAL//NOFORN//X1 when attached to the text of the DCID 1/7 Supplement.

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 # 4 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 multidisciplined 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 countertactics, 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.

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.

ATTACHMENT # 5

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 contract Mr. Andy Fisher at (803) 974-6785, DSN 563-2030 extension 6785, at SPAWARSYSCEN.

CONTRACT DATA REQUIREMENTS LIST
(2 Data Items)

Form Approved
OMB No. 0704-0188

Public reporting Burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing adn reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to 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 ... Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Named in Block E.

TRACT LINE ITEM NO	B. EXHIBIT	C. CATEGORY
	A	TDP ___ TM ___ OTHER MGMT/FNCL

D. SYSTEM/ITEM	E. CONTRACT/PR NO	F. CONTRACTOR
IPT Technical Support Services	N68936-99-R-0025	tbd

1. DATA ITEM NO	2. TITLE OF DATA ITEM	3. SUBTITLE
A001	CONTRACTOR'S PROGRESS, STATUS, & MANAGEMENT REPORT	Monthly Progress Report

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MGMT-80227 (see blk 16)	Sect. C3.2.4.1	NAWCWD CODE 45E100D

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
N/A	see blk 16	MTHLY	see blk 16

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
N/A	see blk 16	see blk 16

17. Price Group

18. Estimated Total Price

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
see blk 16	0	1	0
15. TOTAL	0	1	0

16. REMARKS

blk 4: Tailor DID as follows: Other formats may be used subject to NAWCWD approval, provided all information required by the DID is included. This Report shall be generated monthly for EACH active Task Order. The Report shall be electronically developed and presented using Microsoft Office Products for PCs (software version to be negotiated between the Government and Contractor).

blk 9: Distribution Statement B. Distribution authorized to US Government agencies only. Other requests for this document shall be referred to the Naval Air Warfare Center, Weapons Division, Code 45E100D, China Lake, CA 93555-6100.

blk 11: Data shall be current to the end of each contractor's monthly accounting period.

blks 12 & 13: To be made available not later than 9 working days following the end of each contractor's monthly accounting period.

blk 14: Data shall be made available to the Government via access to password-protected web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past Reports submitted by the Contractor. NAWCWD Codes 210000D and 45E100D shall be advised of Report availability via EMail message.

DATA ITEM NO	2. TITLE OF DATA ITEM	3. SUBTITLE
A002	FUNDS AND MAN-HOUR EXPENDITURE REPORT	Task Order Expense Status Report

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-FNCL-80331 (see blk 16)	Sect. C3.2.4.2	NAWCWD CODE 45E100D

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
N/A	see blk 16	WEKLY	see blk 16

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
N/A	see blk 16	see blk 16

17. Price Group

18. Estimated Total Price

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
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15. TOTAL	0	1	0

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blk 9: Distribution Statement B. Distribution authorized to US Government agencies only. Other requests for this document shall be referred to the Naval Air Warfare Center, Weapons Division, Code 45E100D, China Lake, CA 93555-6100.

blk 11: Data shall present the contractor's "best estimate" of expenses of dollars and labor hours to the end of the previous week's accounting period.

blks 12 & 13: To be made available not later than Thursday noon of each week.

blk 14: Data shall be made available to the Government via access to password-protected web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past Reports submitted by the Contractor. NAWCWD Codes 210000D and 45E100D shall be advised of Report availability via EMail message.

...ARED BY	H. DATE	I. APPROVED BY	J. DATE
...AL AIR WARFARE CENTER, WEAPONS DIVISION ...NA LAKE, CA 93555-6001	01 MAR 99	CHAIRPERSON, AR/DRRB	

DD Form 1423-2, JUN 90
1007/83

Previous editions are obsolete

CONTRACT DATA REQUIREMENTS LIST
(2 Data Items)

Form Approved
OMB No. 0704-0188

Public reporting Burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing adn reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to 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
* Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Named in Block E.

TRACT LINE ITEM NO	B. EXHIBIT	C. CATEGORY
	A	TDP - TM OTHER UDI

D. SYSTEM/ITEM	E. CONTRACT/PR NO	F. CONTRACTOR
IPT Technical Support Services	N68936-99-R-0025	tbd

1. DATA ITEM NO	2. TITLE OF DATA ITEM	3. SUBTITLE
A003	EMPLOYEE LISTING REPORT	Employee Listing Report

17. Price Group

18. Estimated Total Price

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
UDI-A-931A (see blk 16)	Sect. C3.2.4.3	NAWCWD CODE 45E100D

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
N/A	see blk 16	QRTLY	see blk 16
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A		see blk 16	see blk 16

14. DISTRIBUTION	b. COPIES		
a. ADDRESSEE	Draft	Final Reg	Final Repro
see blk 16	0	1	0
15. TOTAL	0	1	0

16. REMARKS

blk 4: Tailor DID as follows: Other formats may be used subject to NAWCWD approval. Replace Block 10 of the DID with the attached listing. The Report shall be electronically developed and presented using Microsoft Office Products for PCs (software version to be negotiated between the Government and Contractor).

blk 9: Distribution Statement B. Distribution authorized to US Government agencies only. Other requests for this document shall be referred to the Naval Air Warfare Center, Weapons Division, Code 45E100D, China Lake, CA 93555-6100.

blk 11: Data shall be current to the end of the contract quarter being reported

blks 12 & 13: To be made available not later than 9 working days following the end of each contract quarter.

blk 14: Data shall be made available to the Government via access to password-protected web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past Reports submitted by the Contractor. NAWCWD Codes 210000D and 45E100D shall be advised of Report availability via EMail message.

DATA ITEM NO	2. TITLE OF DATA ITEM	3. SUBTITLE
A004	SITE PERSONNEL REPORT	On-Site Personnel Report

17. Price Group

18. Estimated Total Price

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
UDI-A-930A (see blk 16)	Sect. C3.2.4.3	NAWCWD CODE 45E100D

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
N/A	see blk 16	QRTLY	see blk 16
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A		see blk 16	see blk 16

14. DISTRIBUTION	b. COPIES		
a. ADDRESSEE	Draft	Final Reg	Final Repro
see blk 16	0	1	0
15. TOTAL	0	1	0

16. REMARKS

blk 4: Tailor DID as follows: Other formats may be used subject to NAWCWD approval. Replace Block 10 of the DID with the attached listing (and sample deleted). The Report shall be electronically developed and presented using Microsoft Office Products for PCs (software version to be negotiated between the Government and Contractor).

blk 9: Distribution Statement B. Distribution authorized to US Government agencies only. Other requests for this document shall be referred to the Naval Air Warfare Center, Weapons Division, Code 45E100D, China Lake, CA 93555-6100.

blk 11: Data shall be current to the end of the contract quarter being reported

blks 12 & 13: To be made available not later than 9 working days following the end of each contract quarter.

blk 14: Data shall be made available to the Government via access to password-protected web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past Reports submitted by the Contractor. NAWCWD Codes 210000D and 45E100D shall be advised of Report availability via EMail message.

APPROVED BY	H. DATE	I. APPROVED BY	J. DATE
NAVAL AIR WARFARE CENTER, WEAPONS DIVISION CHINA LAKE, CA 93555-6001	01 MAR 99	CHAIRPERSON, AR/DRRB	

CONTRACT DATA REQUIREMENTS LIST
(2 Data Items)

Form Approved
OMB No. 0704-0188

Public reporting Burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to 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 ... Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Named in Block E.

ITRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY
	A	TDP ___ TM ___ OTHER UDI

D. SYSTEM /ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
IPT Technical Support Services	N68936-99-R-0025	tbd

1. DATA ITEM NO	2. TITLE OF DATA ITEM	3. SUBTITLE	17 Price Group
A005	PERSONNEL COUNT REPORT	Personnel Count by Labor Category Report	18 Estimated Total Price

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
UDI-F-928C (see blk 16)	Sect. C3.2.4.3	NAWCWD CODE 45E100D

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
N/A	see blk 16	QRTLY	see blk 16
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A		see blk 16	see blk 16

16. REMARKS

blk 4: Tailor DID as follows: Other formats may be used subject to NAWCWD approval. Replace Block 10 of the DID with the attached listing (and sample deleted). The Report shall be electronically developed and presented using Microsoft Office Products for PCs (software version to be negotiated between the Government and Contractor).

blk 9: Distribution Statement B. Distribution authorized to US Government agencies only. Other requests for this document shall be referred to the Naval Air Warfare Center, Weapons Division, Code 45E100D, China Lake, CA 93555-6100.

blk 11: Data shall be current to the end of the contract quarter being reported

blks 12 & 13: To be made available not later than 9 working days following the end of each contract quarter.

blk 14: Data shall be made available to the Government via access to password-protected web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past Reports submitted by the Contractor. NAWCWD Codes 210000D and 45E100D shall be advised of Report availability via EMail message.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
see blk 16	0	1	0
15. TOTAL	0	1	0

DATA ITEM NO	2. TITLE OF DATA ITEM	3. SUBTITLE	17 Price Group
A006	DELIVERY ORDER REPORT	Task Order Summary Report	18 Estimated Total Price

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
UDI-F-908D (see blk 16)	Sect. C3.2.4.4	NAWCWD CODE 45E100D

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
N/A	see blk 16	see blk 16	see blk 16
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A		see blk 16	see blk 16

16. REMARKS

blk 4: Tailor DID as follows: Other formats may be used subject to NAWCWD approval. Replace Block 10 of the DID with the attached listing (and Fig. 1 (sample) deleted). The Report shall be electronically developed and presented using Microsoft Office Products for PCs (software version to be negotiated between the Government and Contractor).

blk 9: Distribution Statement B. Distribution authorized to US Government agencies only. Other requests for this document shall be referred to the Naval Air Warfare Center, Weapons Division, Code 45E100D, China Lake, CA 93555-6100.

blk 10: Report shall be made available for each voucher submitted for Government payment.

blk 11: Data shall be current to the end of the period being reported on the respective voucher.

blks 12 & 13: To be made available not later submittal of the voucher for Government review.

blk 14: Data shall be made available to the Government via access to password-protected web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past Reports submitted by the Contractor. NAWCWD Codes 210000D and 45E100D shall be advised of Report availability via EMail message.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
see blk 16	0	1	0
15. TOTAL	0	1	0

ARED BY	H. DATE	I. APPROVED BY	J. DATE
AL AIR WARFARE CENTER, WEAPONS DIVISION .NA LAKE, CA 93555-6001	01 MAR 99	CHAIRPERSON, AR/DRRB	

CONTRACT DATA REQUIREMENTS LIST
(2 Data Items)

Form Approved
OMB No. 0704-0188

Public reporting Burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing adn reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to 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
Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Named in Block E.

TRACT LINE ITEM NO	B. EXHIBIT	C. CATEGORY
	A	TDP - TM OTHER UDI

D. SYSTEM /ITEM	E. CONTRACT/PR NO	F. CONTRACTOR
IPT Technical Support Services	N68936-99-R-0025	tbd

1. DATA ITEM NO	2. TITLE OF DATA ITEM	3. SUBTITLE	17. Price Group
A007	PERFORMANCE SELF EVALUATION	Award Fee Performance Self Evaluation	18. Estimated Total Price

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
UDI-A-933A (see blk 16)	Sect. C3.2.4.5	NAWCWD CODE 45E100D

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
N/A	see blk 16	see blk 16	see blk 16
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A		see blk 16	see blk 16

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
see blk 16	0	1	0
15. TOTAL	0	1	0

16. REMARKS

blk 4: Tailor DID as follows: Other formats may be used subject to NAWCWD approval. Replace Block 10 of the DID with the attached listing. The submittal shall be electronically developed and presented using Microsoft Office Products for PCs (software version to be negotiated between the Government and Contractor).
blk 9: Distribution Statement B. Distribution authorized to US Government agencies only. Other requests for this document shall be referred to the Naval Air Warfare Center, Weapons Division, Code 45E100D, China Lake, CA 93555-6100.
blk 10: Frequency shall be negotiated between contractor and Government, and shall be either 3 or 4 times per contract year.
blk 11: Data shall reflect the performance period being reported.
blks 12 & 13: To be made available not later than 9 working days following the end of each contract performance period.
blk 14: Data shall be made available to the Government via access to password-protected web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past Reports submitted by the Contractor. NAWCWD Codes 210000D and 45E100D shall be advised of Report availability via EMail message.

DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. Price Group
A008	QUARTERLY HOURS REPORT	Award Fee Period Hours Report	18. Estimated Total Price

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
UDI-A-932A (see blk 16)	Sect. C3.2.4.6	NAWCWD CODE 45E100D

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
N/A	see blk 16	see blk 16	see blk 16
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A		see blk 16	see blk 16

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
see blk 16	0	1	0
15. TOTAL	0	1	0

16. REMARKS

blk 4: Tailor DID as follows: Other formats may be used subject to NAWCWD approval. Replace Block 10 of the DID with the attached listing. The Report shall be electronically developed and presented using Microsoft Office Products for PCs (software version to be negotiated between the Government and Contractor).
blk 9: Distribution Statement B. Distribution authorized to US Government agencies only. Other requests for this document shall be referred to the Naval Air Warfare Center, Weapons Division, Code 45E100D, China Lake, CA 93555-6100.
blk 10: Frequency shall be negotiated between contractor and Government, and shall be either 3 or 4 times per contract year.
blk 11: Data shall reflect the performance period being reported.
blks 12 & 13: To be made available not later than 9 working days following the end of each contract performance period.
blk 14: Data shall be made available to the Government via access to password-protected web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past Reports submitted by the Contractor. NAWCWD Codes 210000D and 45E100D shall be advised of Report availability via EMail message.

G. APPROVED BY	H. DATE	I. APPROVED BY	J. DATE
AL AIR WARFARE CENTER, WEAPONS DIVISION NA LAKE, CA 93555-6001	01 MAR 99	CHAIRPERSON, AR/DRRB	

CONTRACT DATA REQUIREMENTS LIST
(2 Data Items)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO:
B. EXHIBIT: A
C. CATEGORY: TDP ____ TM ____ OTHER MISC

D. SYSTEM /ITEM: IPT Technical Support Services
E. CONTRACT/PR NO: N68936-99-R-0025
F. CONTRACTOR: tbd

1. DATA ITEM NO: A009
2. TITLE OF DATA ITEM: TECHNICAL REPORT-STUDY/SERVICES
3. SUBTITLE: Employee Qualification Statement

17. Price Group
18. Estimated Total Price

4. AUTHORITY (Data Acquisition Document No.): DI-MISC-80508 (see blk 16)
5. CONTRACT REFERENCE: Sect. ????
6. REQUIRING OFFICE: NAWCWD CODE 45E100D

7. DD 250 REQ: N/A
8. APP CODE: A
9. DIST STATEMENT REQUIRED: see blk 16
10. FREQUENCY: ASREQ
11. AS OF DATE: N/A
12. DATE OF FIRST SUBMISSION: ASREQ
13. DATE OF SUBSEQUENT SUBMISSION: N/A

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
see blk 16	0	1	0
15. TOTAL	0	1	0

16. REMARKS

blk 4: Tailor DID as follows: Other formats may be used subject to NAWCWD approval, provided all information required by the DID and the attached listing are addressed. The Qualification Statement shall be limited to a maximum of 4 pages. The submittal shall be electronically developed and presented using Microsoft Office Products for PCs (software version to be negotiated between the Government and Contractor). Contractor certification shall be via electronic signature.

blk 9: Distribution Statement B. Distribution authorized to US Government agencies only. Other requests for this document shall be referred to the Naval Air Warfare Center, Weapons Division, Code 45E100D, China Lake, CA 93555-6100.

blks 8, 10, & 12: This Qualification Statement must be approved by the COR prior to incurring any direct costs associated with that employee and prior to charging an employee's labor category or level.

blk 14: The Employee Qualification Statement shall be delivered to NAWCWD Code 45E100D as an electronic file attachment to a transmitting EMail.

1. DATA ITEM NO.: A00A
2. TITLE OF DATA ITEM: MANAGEMENT PLANS
3. SUBTITLE: Phase Out Plan

17. Price Group
18. Estimated Total Price

4. AUTHORITY (Data Acquisition Document No.): DI-MGMT-80096 (see blk 16)
5. CONTRACT REFERENCE: Sect. C3.2.7
6. REQUIRING OFFICE: NAWCWD CODE 45E100D

7. DD 250 REQ: N/A
8. APP CODE: A
9. DIST STATEMENT REQUIRED: see blk 16
10. FREQUENCY: ONE/R
11. AS OF DATE: N/A
12. DATE OF FIRST SUBMISSION: SEE BLK 16
13. DATE OF SUBSEQUENT SUBMISSION:

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
Code 45E100D	1	1	0
Code 210000D	1	1	0
see blk 16			
15. TOTAL	2	2	0

16. REMARKS

blk 4: Tailor DID as follows: Other formats may be used subject to NAWCWD approval, provided all information required by the DID and the attached listing are addressed. The Report shall be electronically developed and presented using Microsoft Office Products for PCs (software version to be negotiated between the Government and Contractor).

blk 9: Distribution Statement B. Distribution authorized to US Government agencies only. Other requests for this document shall be referred to the Naval Air Warfare Center, Weapons Division, Code 45E100D, China Lake, CA 93555-6100.

blk 12 & 13: Deliverable only if requested by the Contracting Officer. Draft to be delivered no later than 1 month after receipt of request from the Contracting Officer. Final to be delivered not later than 2 weeks after receipt of Government review comments.

blk 14: The Phase Out Plan (draft and final) shall be delivered to NAWCWD Codes 210000D and 45E100D as an electronic file attachment to a transmitting EMail.

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
AL AIR WARFARE CENTER, WEAPONS DIVISION CHINA LAKE, CA 93555-6001	01 MAR 99	CHAIRPERSON, AR/DRRB	

Sources for DIDs

Regular series DIDs applicable to this solicitation may be found by following the "links" from the following web sites:

http://www.acq.osd.mil/log/lro/level2/dids.html
http://www.doccenter.com/

UDI series DIDs applicable to this solicitation will be found at:

http://www.nawcwpns.navy.mil/~contract/rfp-nawc.htm

A001 Monthly Progress Report

(per DID DI-MGMT-80227)

A002 Task Order Expense Status Report

A Report documenting the contractor's "best estimate" for each Task Order of actual dollars and labor hours expended through the end of the previous week (including sub-contractors, if any).

As a minimum, the following areas shall be addressed:

General

- Contractor name and report date
- End of reporting period date
- Contract number, CDRL number, and Report title

Task Order Data (one record line for each TO)

- TO number (on each page of report, if multi-page)
- TO Mod number
- TO title
- Name of responsible NAWCWD Technical Assistant (TA)
- Name of responsible NAWCWD Administrative Officer (AO)
- Name of responsible contractor Department Manager
- Name of responsible contractor technical "lead person"
- Total estimated billable costs (incl. fixed fees (FF), if any)
- Authorized total billable costs to date (incl. FF, if any)
- Total funding provided by the Government to date
- Contractor's "best estimate" of total billable costs to date (incl. FF, if any)
- Percent of provided funding expensed to date
- Total estimated work hours
- Authorized work hours to date
- Contractor's "best estimate" of work hours expended to date
- Percent of work hours expensed to date
- Dollar value of current Government fiscal year phase
- Total funding provided by the Government for current fiscal year phase

- Estimated work hours of current Government fiscal year phase
- Contractor's "best estimate" of current weekly "burn rate"
- "Stop work date" ("best estimate" of when current funding will "run out")
- End date of currently authorized Government fiscal year phase
- Start date of currently authorized Government fiscal year phase
- Contractor's "best estimate" of total work hours expended during current phase
- Contractor's "projected" total work hours to be expended by report date
- Variance (%) of estimated actual expended work hours to "projected"
- Contractor's "best estimate" of billable costs expended during current phase
- Contractor's "projected" billable costs and FF to be expended by report date
- Variance (%) of estimated actual expended costs and FF to "projected"

A003 Employee Listing Report

Shall include all contractor and sub-contractor employees working in support of this contract.

As a minimum, data shall include;

- -- Contractor name and report date
- -- Contract number, CDRL number, and general identification
- -- Employee's full name
- -- Contractor employee ID number
- -- Contract qualified position title (contract labor category and level within category)
- -- Employee's security classification level
- -- Employee hire date with contractor

Data shall be presented separately for the prime contractor and each sub-contractor, and shall be presented in 2 formats (sorted by employee last name and sorted by employee ID number).

Note: The frequency for this CDRL shall be as specified by Block 10 of the CDRL, not as specified by the DID.

A004 On-Site Personnel Report

Shall include all contractor and sub-contractor employees working in support of this contract and who have on-Center work space assigned.

As a minimum, data shall include;

- -- Contractor name and report date
- -- Contract number, CDRL number, and general identification
- -- Employee's full name
- -- Contractor employee ID number
- -- NAWCWD building and room number of employee's office space
- -- Telephone number at employee's on-Center work space
- -- "Team code number(s)" for project(s) supported by employee
- -- Percent of employee's effort applicable to each "Team code number"
- -- Task order number(s) that employee works on
- -- Task order Technical Assistant(s) responsible for each TO
- -- NAWCWD Code(s) supported by the task order(s) the employee works on
- -- Contractor employee's technical Lead Person (Supervisor if the employee is a technical Lead Person)
- -- A symbol indicating whether the employee's data has changed since the prior report. Additionally, all changed data shall be shown in italicized bold print.

Data shall be presented in 3 formats:

1) Sorted by primary and sub-contractors (primary contractor listed first), then employee name
2) Sorted by NAWCWD building and room number, then by primary and sub-contractors (primary contractor listed first), then employee name
2) Sorted by task order number, then by primary and sub-contractors (primary contractor listed first), then employee name

A005 Personnel Count by Labor Category Report

Shall include all contractor and sub-contractor employees working in support of this contract.

As a minimum, data shall include;

- Contractor name and report date
- Contract number, CDRL number, and general identification
- Number of total (combined contractor and sub-contractor) direct personnel by labor classification, and total number of direct personnel
- Number of contractor direct personnel by labor classification, and total number of direct contractor personnel
- Number of sub-contractor direct personnel by labor classification, and total number of direct sub-contractor personnel
- New hires by labor classification and employee number (contractor and sub-contractors)
- Terminations/departures by employee number, labor classification, contract hire date, termination/departure date, and basis for action (for contractor and sub-contractors)
- Reclassifications by employee number, old and new labor classification, and basis for action (for contractor and sub-contractors)

A006 Task Order Summary Report

As a minimum, data shall include;

- -- Contractor name and report date
- -- Contract number, CDRL number, contract performance period, and general identification

For each task order active during reporting period:

- -- Task order number and description
- -- Government Technical Assistant and NAWCWD Code number
- -- Contractor Department Manager, Task Order Manager, and technical Lead Person
- -- Direct labor authorized hours and dollars
- -- Current funded amount
- -- Percent of funding and percent of hours expended to date
- -- Funding and hours available
- -- Labor hours expended during period and total (by regular hours, non-premium overtime hours, premium overtime hours, and uncompensated overtime hours) for both contractor and sub-contractors, and total
- -- Funding expended during period and total (by category * and total) for both contractor and sub-contractors, and total
- -- Average burn-rate per week for total funding and hours expended to date

Summary for all active task orders:

- -- Direct hours and dollars expended for reporting period and cumulative to date
- -- Percent of authorized hours and dollars expended to date
- -- Average burn-rate per week for total funding and hours expended to date

Summary for inactive (closed) task orders:

- -- Cumulative hours and dollars expended to date

For entire contract:

- -- Cumulative labor hours expended to date (by regular hours, non-premium overtime hours, premium overtime hours, and uncompensated overtime hours) and total for both contractor and sub-contractors, and total
- -- Cumulative funding expended during period and total (by category * and total) for both contractor and sub-contractors, and total
- -- Percent of contract hours and dollars expended to date

* -- The "by category" breakdown shall include a further breakdown of Other Direct Costs (ODCs) to show, as a minimum: material purchases, travel, training, and other ODCs.

A007 Award Fee Performance Self Evaluation

As a minimum, data shall include;

- Contractor name and report date
- Contract number, CDRL number, evaluation reporting period, and general identification
- Description of management performance in the areas of Management and Controls, Personnel, and Cost/Resource Management
- Significant items regarding facilities, to include changes relative to facility comittments and space useage.
- Sub-Contracting: Summary of all significant subcontracting actions during period and any subcontracting issues.

For each task order:

- Report **only** those issues which exceeded or did not meet task order requirements/expectations and warrant consideration during the award fee process

A008 Award Fee Period Hours Report

As a minimum, data shall include;

- -- Contractor name and report date
- -- Contract number, CDRL number, reporting period, and general identification
- -- Reporting period

For each task order:

- -- Task order number
- -- Contractor fee-bearing hours for the reporting period
- -- Fee-bearing hours for each sub-contractor for the reporting period
- -- Total fee-bearing hours for the reporting period
- -- Total non-fee-bearing hours for the reporting period
- -- Total of all contract hours for the reporting period
- -- Cumulative fee-bearing hours to date
- -- Cumulative non-fee-bearing hours to date
- -- Cumulative of all contract hours to date

Summary Section (for quarter):

- -- Total contractor fee-bearing hours for quarter
- -- Total fee-bearing hours for each sub-contractor for quarter
- -- Total fee-bearing hours for quarter
- -- Total non-fee-bearing hours for quarter
- -- Total of all contract hours for the quarter

Summary Section (cumulative for contract):

- -- Cumulative total contractor fee-bearing hours to date
- -- Cumulative total fee-bearing hours for each sub-contractor to date
- -- Cumulative total fee-bearing hours to date
- -- Cumulative total non-fee-bearing hours to date
- -- Cumulative total of all contract hours reported to date

A009 Employee Qualification Statement

The contractor shall prepare and submit an Employee Qualification Statement to the COR for review and approval for each contractor and sub-contractor employee proposed to be assigned in a position incurring direct-charge labor hours to the contract. As a minimum, the Qualification Statement shall include:

- Employee name or employee number
- Identify employer (i.e. contractor, or which subcontractor)
- Proposed labor category and level (see Contract Attachment 3)
- Summary of contract requirements for the proposed labor category and level
- Description of duties proposed to be assigned to the employee
- Educational Accomplishments: Include schools, colleges, and universities attended; dates of attendance; and diplomas, certificates, or degrees earned (including name of educational institution granting and date earned)
- Experience/Employment history of applicable experience only: Include name and city address of company, period of time of experience; how many years and/or months of applicable experience is claimed; description of duties, level of responsibility, and title
- Other experience history or accomplishments as the contractor may wish to present to show the potential of the employee. The same information as for applicable experience shall be shown
- Contractor's certification that the information contained in the Qualification Statement is true and complete
- Area for COR's determination of approval/disapproval on bottom of first page of Qualification Statement (including room for brief comment if disapproved).

A00A Phase-Out Plan

The contractor shall prepare and submit a contract Phase-Out Plan describing the completion or transition of work in progress and the professional and orderly transition of contract responsibilities at the end of the contract's period of performance.

DATA ITEM DESCRIPTION

	IDENTIFICATION NO(s)	
	AGENCY	NUMBER
1. TITLE SITE PERSONNEL REPORT	NAWCWD, CHINA LAKE	UDI-A-930A

2. DESCRIPTION/PURPOSE
This report provides a listing of all contractor employees with On-Center office space. Its purpose is to provide the Government with information necessary to audit Task Orders where personnel are working on-Center greater than 50% of the effort to preclude personal services.

APPROVAL DATE
21 May 1984

OFFICE OF PRIMARY RESPONSIBILITY
NAWCWD CODE 45E100D

APPROVAL LIMITATION

7. APPLICATION /INTERREALTIONSHIP

REFERENCES (Mandatory as cited in block 10)

MCSL NUMBER(s)

10. PREPARATION INSTRUCTIONS
11. Prepare a report which shall include, but not necessarily be limited to the following:

(a) For all contract employees whose primary duty station (greater than 50% of the effort) is on-Center,
provide the following by contractor department:

(1) Contract Data Requirements List (CDRL) number and title
(2) Contractor name and report date
(3) Contract number and title
(4) Task order number and description
(5) Employee number and name
(6) NAWCWD code supported
(7) Date of Center approval for on-Center work space
(8) NAWCWD location
(9) Contractor supervisor
(10) Grand total on-site personnel

DATA ITEM DESCRIPTION

	IDENTIFICATION NO(s)	
	AGENCY	NUMBER
1. TITLE EMPLOYEE LISTING REPORT 931A	NAWCWD, China Lake	UDI-A-

2. DESCRIPTION/PURPOSE

This report provides a weekly listing of all current prime and subcontractor employees. Its purpose is to provide NAWCWD an up-to-date accounting of contractor personnel status.

APPROVAL DATE

OFFICE OF PRIMARY RESPONSIBILITY
NAWCWD CODE 45E100D

APPROVAL LIMITATION

7. APPLICATION / INTERREALTIONSHIP

REFERENCES (Mandatory as cited in block 10)

MCSL NUMBER(s)

10. PREPARATION INSTRUCTIONS

I. The Employee Listing Report shall include, but not be limited to the following:
   a. Contractor name and report date
   b. Contract number and general identification
   c. Employee name, ID number, contract qualified position title, and contract hire date
   d. Subcontractor employee name, company, position title and contract hire date

I. The Employee Listing Report shall be sorted by the following:
   a. Employee last name
   b. Employee ID number

PAGE _1__ OF __1__PAGES

DATA ITEM DESCRIPTION

1. TITLE	AGENCY	IDENTIFICATION NO(s) NUMBER
QUARTERLY HOURS REPORT	NAWCWD, China Lake	UDI-A-932A

2. DESCRIPTION/PURPOSE

This report provides a detailed accounting of all direct labor, fee bearing hours charged to each task order during the reporting period. This report provides the Government with total hours required to calculate the contractors award fee.

APPROVAL DATE

OFFICE OF PRIMARY RESPONSIBILITY
NAWCWD CODE 45E100D

APPROVAL LIMITATION

7. APPLICATION / INTERREALTIONSHIP

REFERENCES (Mandatory as cited in block 10)

MCSL NUMBER(s)

10. PREPARATION INSTRUCTIONS

1. The Quarterly Hours Report shall include, but not necessarily be limited to the following:
   a. Contractor name and report date
   b. Contract number and general information
   c. Performance period
   d. Total contractor fee bearing hours for each individual task order
   e. Total subcontractor fee bearing hours for each individual task order
   f. Total hours during the quarter

PAGE _1___ OF __1__PAGES

DATA ITEM DESCRIPTION

	IDENTIFICATION NO(s)	
	AGENCY	NUMBER
1. TITLE AWARD FEE PERFORMANCE – SELF-EVALUATION 933A	NAWCWD, China Lake	UDI-A-

2. DESCRIPTION/PURPOSE

This report provides a description of management and technical accomplishments During the evaluation period. It is submitted to support the Performance Evaluation Board's (PEB) assessment of the Contractor's performance.

APPROVAL DATE

OFFICE OF PRIMARY RESPONSIBILITY
NAWCWD CODE 45E100D

APPROVAL LIMITATION

7. APPLICATION / INTERREALTIONSHIP

REFERENCES (Mandatory as cited in block 10)

MCSL NUMBER(s)

10. PREPARATION INSTRUCTIONS

1. The PEB Self-Evaluation shall include, but not be limited to, the following:
   a. Description of management performance in the areas of Management and Controls, Personnel and Cost
   b. Major accomplishments in both management and technical areas and unique value provided to the Government

DATA ITEM DESCRIPTION

	IDENTIFICATION NO(s)	
	AGENCY	NUMBER
1. TITLE TASK ORDER REPORT	NAWCWD, CHINA LAKE	UDI-F-908D

1. **DESCRIPTION/PURPOSE**

This report will provide an accounting of all estimated and expended hours and dollars for the reporting period and cumulative to date for all active Task Orders. Its purpose is to provide NAWCWD and contractor management information necessary to monitor contract activity and to provide each technical coordinator data necessary to monitor job performance and delivery such as a comparison of actual manpower and dollars expended with respect to budget for individual Task Orders.

APPROVAL DATE
21 May 1984

OFFICE OF PRIMARY RESPONSIBILITY
NAWCWD CODE 45E100D

APPROVAL LIMITATION

7. APPLICATION / INTERREALTIONSHIP

REFERENCES (Mandatory as cited in block 10)

MCSL NUMBER(s)

10. **PREPARATION INSTRUCTIONS**

2. The Task Order (TO) Report shall include, but not necessarily be limited to the following:
   a. Contract Data Requirements List (CDRL) number and title
   b. Contractor name and report date
   c. Current and total contract to date performance period by delivery order and any associated task
   d. Contract number and general identification
   e. Task order number and description
   f. Government Technical Coordination and Code
   g. Contractor cognizant manager and performing organizational element
   h. Direct labor straight time hours, overtime hours, and actual dollars by individual labor category with totals for each task order by current period
   i. Direct labor actual hours, budget hours, actual dollars and budget dollars by individual labor category with totals for each task order for contract to date
   j. Direct labor authorized hours and dollars by individual labor categories and/or totals as required by individual task orders
   k. Overhead dollars for current period, task order to date and authorized

l. Other direct charge (ODC) dollars by individual account for current period, task order to date and authorized

m. Sub-total dollars for Direct Labor, overhead and other direct charges for current period, task order to date and authorized

n. General and Administrative (G&A) and Cost Money (COM) dollars for current period, task order to date and authorized.

DATA ITEM DESCRIPTION

	IDENTIFICATION NO(s)	
	AGENCY	NUMBER
1. TITLE PERSONNEL COUNT REPORT 928C	NAWCWD, CHINA LAKE	UDI-F-

2. DESCRIPTION/PURPOSE

This report provides a complete staffing of the contract including new hires, terminations and reclassification information. This report can be used for staffing available, turnover rate and other indications required to assess contractor personnel management.

APPROVAL DATE
21 May 1984

OFFICE OF PRIMARY RESPONSIBILITY
NAWCWD, CODE 45E100D

APPROVAL LIMITATION

7. APPLICATION /INTERREALTIONSHIP

REFERENCES (Mandatory as cited in block 10)

MCSL NUMBER(s)

10. PREPARATION INSTRUCTIONS

1. Prepare a report which shall include, but not necessarily be limited to the following:
   a. Contract Data Requirement List (CDRL) title and number
   b. Report Date
   c. Contract number and title
   d. Number of direct personnel by labor classification by contractor performing organizational element
   e. Totaled by major labor category and contract to date
   f. Number of overhead personnel by job title/function and contract total
   g. Number of General and Administration personnel by job title/function and contract totals
   h. Total contract personnel
   i. New hires by labor classification effective date and employee number
   j. Terminations by employee number, effective date, labor classification, and synopsis of termination actions
   k. Reclassification by employee number, old and new labor classification, effective date and basis for action