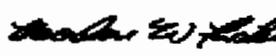


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 38	
2. CONTRACT NO. N68936-07-D-0070		3. AWARD/EFFECTIVE DATE 29-Sep-2007		4. ORDER NUMBER		5. SOLICITATION NUMBER N68936-07-R-0037	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SUE E CASEY		b. TELEPHONE NUMBER (No Collect Calls) (760) 939-4115		8. OFFER DUE DATE/LOCAL TIME 03:00 PM 10 Sep 2007	
9. ISSUED BY CDR NAWCWD CODE 220000D ATTN: S. CASEY (760) 939-4115 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108 TEL: (760) 939-4115 FAX: (760) 939-3095		CODE N68936		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 484210 SIZE STANDARD: \$23.5M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9		CODE	
17a. CONTRACTOR/OFFEROR DJT ENTERPRISE HEMANT V GANDHI 14252 CULVER DR #A258 IRVINE CA 92604-0317 TEL. 949-857-0308		CODE 1CFB2		18a. PAYMENT WILL BE MADE BY CARDPAY PURCHASE CARD PAYMENT INVOICE & CARD # SEE SECT G		CODE GCPC	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,000,000.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE N68936-07-R-0037 <input checked="" type="checkbox"/> OFFER DATED <u>10-Sep-2007</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
						29-Sep-2007	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) THEODORE W FISKE / PROCUREMENT CONTRACTING OFFICE TEL: (760) 939-8182 EMAIL: theodore.fiske@navy.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

FOR YOUR INFORMATION:

The following addresses and points of contact are provided:

Name: Sue Casey
Phone: (760) 939-4115
DSN: 437- 4115
FAX: (760) 939- 3095
Email address: sue.casey@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER
CODE 220000D (S. Casey – 760-939-4115)
NAVAIRWARCENWPNDIV
429 E. BOWEN RD. MAIL STOP 4015
CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

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

ATTENTION-IMPORTANT MODIFICATION NUMBERING INFORMATION:

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

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	T&M Option Year One - Local Moves The contractor shall provide moving services for Naval Air Warfare Center Weapons Division (NAWCWD) and Naval Air Weapons Stations (NAWS) China Lake, CA. The moves shall be in accordance with Section C Performance Base Work Statement (PBWS). All Services and Materials are described below, including unit of issue and price. FOB: Destination				
				TOT MAX PRICE	\$1,000,000.00

ITEM NO	SUPPLIES/SERVICES
000101	T&M 2 person crew and moving van 18 foot van (b)(4) FOB: Destination

ITEM NO	SUPPLIES/SERVICES
000102	T&M 2 person crew and moving van 24 foot van (b)(4) FOB: Destination

ITEM NO SUPPLIES/SERVICES
000103

T&M
3 person crew and 18 foot truck
(b)(4)
FOB: Destination

ITEM NO SUPPLIES/SERVICES
000104

T&M
3 person crew and 24 foot truck
(b)(4)
FOB: Destination

ITEM NO SUPPLIES/SERVICES
000105

T&M
3 person crew with 18 foot truck with
lift gate (b)(4)
FOB: Destination

ITEM NO SUPPLIES/SERVICES
000106

T&M
3 person crew with 24 foot truck with
lift gate (b)(4)
FOB: Destination

ITEM NO SUPPLIES/SERVICES
000107

T&M

Un-Assembl and Re-assemble
furniture (b)(4)

FOB: Destination

ITEM NO SUPPLIES/SERVICES
000108

T&M

Hourly rate for extra person
(b)(4)

FOB: Destination

ITEM NO SUPPLIES/SERVICES
000109

T&M

Packing boxes

12 1/2 X 16 3/4 X 12 1/2 (b)(4)

Paller (560 boxes) for (b)(4)

FOB: Destination

ITEM NO SUPPLIES/SERVICES
000110

T&M

Packing Boxes

18 1/2 X 18 X 16 (b)(4)

Pallet (560 boxes) for (b)(4)

FOB: Destination

ITEM NO SUPPLIES/SERVICES
000111

T&M

Packing Boxes

18 1/2 X 18 X 24 (b)(4)

Pallet (560 boxes) for (b)(4)

FOB: Destination

ITEM NO SUPPLIES/SERVICES
000112

T&M

Packing Boxes

17 11/16 X 12 3/4 X 12 3/4 (b)(4)

Pallet (640 boxes) for (b)(4)

Office moving box is auto bottom, no tape required.

FOB: Destination

ITEM NO SUPPLIES/SERVICES
000113

T&M

Purchase of Crates

7 X 5 X 5' 10" (b)(4) . Storage Vault.

FOB: Destination

ITEM NO SUPPLIES/SERVICES
 000114
 T&M
 Purchase of Crates
 85" X 45" X 86 1/2" (b)(4)
 Moving crate/box.
 FOB: Destination

ITEM NO SUPPLIES/SERVICES
 000115
 T&M
 Travel (Calif only)
 Travel rate (b)(4)
 Hourly Crew Rate with 24' van with lift gate (b)(4)
 Day rate (8 hrs) (b)(4)
 FOB: Destination

The Government shall have the option to purchase the following CLINS/SUBCLINS in accordance with FAR clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000), cited herein.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002 OPTION	T&M Option Year One - Local Moves The contractor shall provide moving services for Naval Air Warfare Center Weapons Division (NAWCWD) and Naval Air Weapons Stations (NAWS) China Lake, CA. The moves shall be in accordance with Section C Performance Base Work Statement (PBWS). All Services and Materials are described below, including unit of issue and price. FOB: Destination				
				TOT MAX PRICE	\$1,000,000.00

ITEM NO SUPPLIES/SERVICES

000201

OPTION

T&M

2 person crew and moving van

18 foot van (b)(4)

FOB: Destination

ITEM NO SUPPLIES/SERVICES

000202

OPTION

T&M

2 person crew and moving van

24 foot van (b)(4)

FOB: Destination

ITEM NO SUPPLIES/SERVICES

000203

OPTION

T&M

3 person crew and 18 foot truck

(b)(4)

FOB: Destination

ITEM NO SUPPLIES/SERVICES

000204

OPTION

T&M

3 person crew and 24 foot truck

(b)(4)

FOB: Destination

ITEM NO SUPPLIES/SERVICES
000205
OPTION T&M
3 person crew with 18 foot truck with
lift gate (b)(4)
FOB: Destination

ITEM NO SUPPLIES/SERVICES
000206
OPTION T&M
3 person crew with 24 foot truck with
lift gate (b)(4)
FOB: Destination

ITEM NO SUPPLIES/SERVICES
000207
OPTION T&M
Hourly rate for extra person
(b)(4)
FOB: Destination

ITEM NO SUPPLIES/SERVICES
000208
T&M
Un-assemble and re-assemble
furniture (b)(4)
FOB: Destination

ITEM NO SUPPLIES/SERVICES
000209
OPTION T&M
Packing boxes
12 1/2 X 16 3/4 X 12 1/2 (b)(4)
Pallet (560 boxes) for (b)(4)
FOB: Destination

ITEM NO SUPPLIES/SERVICES
000210
OPTION T&M
Packing Boxes
18 1/2 X 18 X 16 (b)(4)
Pallet (560 boxes) for (b)(4)
FOB: Destination

ITEM NO SUPPLIES/SERVICES
000211
OPTION T&M
Packing Boxes
18 1/2 X 18 X 24 (b)(4)
Pallet (560 boxes) for (b)(4)
FOB: Destination

ITEM NO SUPPLIES/SERVICES
000212
OPTION T&M
Packing Boxes
17 11/16 X 12 3/4 X 12 3/4 (b)(4)
Pallet (640 boxes) for (b)(4)
Office moving box is auto bottom, no tape required.
FOB: Destination

ITEM NO SUPPLIES/SERVICES
000213
OPTION T&M
Purchase of Crates
7' X 5' X 5' 10" (b)(4) Storage Vault
FOB: Destination

ITEM NO SUPPLIES/SERVICES
000214
OPTION T&M
Purchase of Crates
85" X 45" X 86" (b)(4) . Moving crate/box.
FOB: Destination

ITEM NO SUPPLIES/SERVICES
000215
OPTION T&M
Travel (Calif only)
Travel rate (b)(4)
Hourly Crew Rate with 24' van with lift gate (b)(4)
Day rate (8 hrs) (b)(4)
FOB: Destination

The Government shall have the option to purchase the following CLINS/SUBCLINS in accordance with FAR clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000), cited herein.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	T&M Option Year One - Local Moves The contractor shall provide moving services for Naval Air Warfare Center Weapons Division (NAWCWD) and Naval Air Weapons Stations (NAWS) China Lake, CA. The moves shall be in accordance with Section C Performance Base Work Statement (PBWS). All Services and Materials are described below, including unit of issue and price. FOB: Destination				
				TOT MAX PRICE	\$1,000,000.00

ITEM NO 000301 OPTION	SUPPLIES/SERVICES T&M 2 person crew and moving van 18 foot van (b)(4) FOB: Destination
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ITEM NO 000302 OPTION	SUPPLIES/SERVICES T&M 2 person crew and moving van 24 foot van FOB: Destination
-----------------------------	---

ITEM NO SUPPLIES/SERVICES

000303

OPTION

T&M

3 person crew and 18 foot truck

(b)(4)

FOB: Destination

ITEM NO SUPPLIES/SERVICES

000304

OPTION

T&M

3 person crew and 24 foot truck

(b)(4)

FOB: Destination

ITEM NO SUPPLIES/SERVICES

000305

OPTION

T&M

3 person crew with 18 foot truck with

lift gate (b)(4)

FOB: Destination

ITEM NO SUPPLIES/SERVICES

000306

OPTION

T&M

3 person crew with 24 foot truck with

lift gate (b)(4)

FOB: Destination

ITEM NO SUPPLIES/SERVICES
000307
OPTION T&M
Hourly rate for extra person
(b)(4)
FOB: Destination

ITEM NO SUPPLIES/SERVICES
000308
OPTION T&M
Packing boxes
12 1/2 X 16 3/4 X 12 1/2 (b)(4)
Pallet (560 boxes) for (b)(4)
FOB: Destination

ITEM NO SUPPLIES/SERVICES
000309
OPTION T&M
Packing Boxes
18 1/2 X 18 X 16 (b)(4)
Pallet (560 boxes) for (b)(4)
FOB: Destination

ITEM NO SUPPLIES/SERVICES
000310
OPTION T&M
Packing Boxes
18 1/2 X 18 X 24 (b)(4)
Pallet (560 boxes) for (b)(4)
FOB: Destination

ITEM NO SUPPLIES/SERVICES
000311
OPTION T&M
Packing Boxes
17 11/16 X 12 3/4 X 12 3/4 (b)(4)
Pallet (640 boxes) for (b)(4)
Office moving boxes no tape required.
FOB: Destination

ITEM NO SUPPLIES/SERVICES
000312
OPTION T&M
Purchase of Crate
7' X 5' X 5' 10" (b)(4)
Storage vault.
FOB: Destination

ITEM NO SUPPLIES/SERVICES

000313

OPTION

T&M

Purchase of Crate

85" X 45" X 86 1/2" (b)(4)

Moving Box/crate.

FOB: Destination

ITEM NO SUPPLIES/SERVICES

000314

OPTION

T&M

Travel (Calif only)

Travel rate (b)(4)

Hourly Crew Rate with 24' van with lift gate (b)(4)

Day rate (8 hrs) (b)(4)

FOB: Destination

Section C - Descriptions and Specifications

SOW

Statement of Work

1.0 SCOPE

The Naval Air Warfare Center Weapons Division (NAWCWD) and Naval Air Weapon Station (NAWS) China Lake CA required contractors to support the moving of office furniture, laboratory equipment and other equipment, un-assemble and re-assemble furniture as necessary to support the Base Realignment and Closure (BRAC) initiative and non-BRAC moves. The contractor may be required to provide packing materials, such as boxes, bubble wrap, peanuts and special crates. The primary work site will be China Lake CA, however, moves may be required at additional locations, such as: Seal Beach, California, Point Mugu, California, Camarillo, California and Port Hueneme California.

2.0 APPLICABLE DOCUMENTS

The contractor shall follow the US Department of Transportation guideline, rules and regulations. Additionally, the contractor shall obey all laws and regulations for all states, cities and Government Installations they work on or pass through.

3.0 REQUIREMENTS

This requirement is for moving of office furniture, office equipment, laboratory equipment and other equipment (excluding NMCI and hazardous materials) as needed to support the base realignment and non-base realignment moves. The contractor may be required to assist in moves not related to BRAC; however the same terms and conditions apply to BRAC or Non-BRAC moves.

3.1 General

The contractor shall provide all personnel, trucks and equipment necessary to provide local and long distance moves. The moves shall include, but not be limited to office furniture, supplies, equipment, laboratory equipment, shelving, and chairs. The contractor shall provide all permits and necessary licenses, clearances and any other approval required to provide the services.

3.1.1 Response Time

For NAWCWD and NAWS moves (hereafter known as local moves), the contractor shall provide crew and required truck(s) and equipment (fork lift, crane or boom truck), any materials ordered (boxes, bubble wrap, special crates) within 48 hours to the site and/or the Government personnel specified in the task order.

For requests to un-assemble and reassemble modular furniture, shelving, and any other item requiring un-assembling or reinstalling the contractor shall provide the crew and equipment (dolly, drill, screwdrivers, ect.) within 48 hours to the site or Government personnel identified in the task order.

4.0 SPECIAL CONSIDERATIONS

The contractor shall contact the COR for access to Government installations.

The contractor is not responsible for disconnecting Government equipment.

The contractor shall provide proof of insurance, permits and special approvals to the COR or TPOC at issuance of task order.

QASP

QASP CHECKLIST FOR MOVING SERVICES
Contract Number N68936-07-D-0070

Services Performed	Performance Indicator	Performance Standards	Acceptable Quantity Level	Method of Surveillance
Local Moves – office furniture, boxes, equipment or laboratory equipment	Response Time Contractor to on site and ready to work within 48 hours of request	Provide men, truck(s) and other equipment within 48 hours of request from COR or TPOC	The standard will be met 98% of the time	Validated Customer Complaint and/or random Sampling
	Compliance	Requested move is accomplished as specified by COR or TPOC	This standard will be met 100% of the time	100% Inspection or Validated Customer Complaint
Unassembled or reassemble modular furniture or any other unassembled or reassemble or re-install	Response Time Contractor to on site and ready to work within 48 hours of request	Provide men, truck(s), equipment required to provide the services within 48 hours of request from COR or TPOC	The standard will be met 98% of the time	100% Inspection and/or Validated Customer Complaints or Random Sampling
	Compliance	Requested services are provided with no damage or unstable desks/panels	This standard will be met 100% of the time	100% Inspection and/or Validated Customer Complaints or Random Sampling
Long Haul moves – contractor to provide permits, drivers with appropriate licenses and trucks capable of long hauls	Response time 5 working days. Contractor shall have the permits, drives and trucks required for various locations as specified in task order.	Provide men (drivers), permits, truck(s), equipment required to provide the services within 5 days of request from COR or TPOC. Items are packed in truck so no items are damaged or destroyed.	The standard will be met 98% of the time	100% Inspection and/or Validated Customer Complaints or Random Sampling
	Compliance	Requested services are provided, all permits are obtained, and drivers are aware and follow all laws for each state they	This standard will be met 100% of the time	Validated Customer Complaints or Random Sampling

		travel through.		
--	--	-----------------	--	--

CUSTOMER COMPLAINT RECORD
Contract Number N68936-07-D-0070
Task Order No.

(Maybe completed by COR, TPOC or Customer)

Name of Individual completing the form: _____

Date/Time of Complaint: _____

Nature of Complaint: _____

Validated Complaint Yes _____ No _____

Date/Time Contractor Notified of Complaint: _____

Action Taken by Contractor: _____

Received and Validated By: _____

Date of Resolution: _____

CONTRACT DISCREPANCY REPORT
Contract Number N68936-07-D-0070
Task Order No.

Government Action	
1. TO (Contractor and Project Manager)	2. FROM: (Name of Govt Representative)
3. Discrepancy or Problem (describe in detail, attach continuation sheet if necessary)	
4. Contractor Notified (Date Time, POC)	
5. Signature of Contracting Officer	6. Date
Contractor Action	
7. TO (Contracting Officer)	8. FROM:
9. Contractor Response as to cause, corrective action and actions to prevent recurrence:	
10. Signature of Contractor Representative:	11. Date
Government Close Out	
12. Government Evaluation (acceptance, partial acceptance, attach continuation sheet if necessary):	
13. Government Action (Deduct payment for specific task, partial deduction, cure notice, show cause, other):	
14. Signature of Contracting Officer	15. Date

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 28-SEP-2007 TO 27-SEP-2008	N/A	N/A FOB: Destination	
0002	POP 28-SEP-2008 TO 27-SEP-2009	N/A	N/A FOB: Destination	
0003	POP 28-SEP-2009 TO 27-SEP-2010	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

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

(1) The period of performance for CLIN(s) 0002 beginning 28 Sep 2008 and ending 27 Sep 2009. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) cited herein.

(2) The period of performance for CLIN(s) 0003 beginning 28 Sep 2009 and ending 27 Sep 2010. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) cited herein.

Section G - Contract Administration Data

ALI funding will be provided in individual task orders.

CLAUSES INCORPORATED BY FULL TEXT

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

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

m. Review engineering studies, design, or value engineering proposals submitted by the contractor to determine their feasibility; and

n. When required, review, comment, and report on the annual and final performance reports of the contractor as to compliance with technical instructions, timeliness, and any problems associated with the contract or order.

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

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

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

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

E-Mail Address: (b)(6)

G-TXT-02 PAYMENT BY GOVERNMENT PURCHASE CARD (MAR 2003)

This order will be paid with a Government Purchase Card.

Please contact (b)(6) for Government Purchase Card Instructions.

The Government Purchase Card may not be billed until the merchandise is ready for shipment.

The Point of Contact above must be notified each time the card is billed.

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

Effective 01 October 2006, Contractors requiring access to the Naval Air Warfare Center Weapons Division China Lake will be required to include an DHS Form I-9 "Employment Eligibility Verification" with their badge request form. The Government will not be responsible for work delays or work stoppages due to failure to comply with these access requirements. Questions should be directed to (b)(6)

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

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

(b)(6)

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

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

5252.216-9507 FAIR OPPORTUNITY PROCEDURES (NAVAIR)(AUG 2001)

The Government will give all contractors that are parties to this contract a fair opportunity to be considered for each task order, except as otherwise provided in Federal Acquisition Regulation (FAR) 16.504(b)(2).

(a) When giving contractors a fair opportunity the Government may consider technical approach, past performance, management approach, personnel experience, and cost/price factors. However, the Government might not consider all of those factors together.

(b) The Government's objective is to keep task order selection procedures simple and inexpensive for all parties to the contract. Thus, as a general rule, the Government will consider contractors based on (1) information already in its files, (2) price quotations, and (3) past performance under prior orders. In accordance with FAR 16.505(b)(1)(ii), the competition requirements in FAR part 6 and the policies in FAR subpart 15.3 do not apply to the ordering process. However, the Government reserves the right to use more formal procedures when it considers them to be necessary.

(c) After it selects a contractor for a task order, the Government may discuss the details of task plans and procedures and negotiate prices with the contractor before issuing the task order. If the Ordering Officer is not satisfied with the progress or outcome of those discussions or negotiations, the Government may reconsider its task order selection decision and then select a different contractor.

5252.216-9508 MINIMUM AND MAXIMUM QUANTITIES FOR MULTIPLE AWARD CONTRACTS (NAVAIR) (AUG 2001)

(a) As referred to in paragraph (b) of FAR Clause 52.216-22, "Indefinite Quantity" of this contract, the contract minimum quantity is a total of \$25,000.00 of the maximum contract price or total estimated cost and fee identified in Section B for the base period only. The maximum quantity is the total "not to exceed" quantity for all items combined as set forth in the schedule. All option periods thereafter do not have a guaranteed minimum.

(b) If multiple awards are made, the minimum guarantee will be evenly divided between awards.

5252.216-9535 TASK ORDERS PROCEDURES (MULTIPLE AWARDS) (NAVAIR) (OCT 2005)

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

(b)(6)

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

(b) The Government contemplates award of Time and Material Task Orders under this contract. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when received by the contractor. No work will be performed and no payment will be made except as authorized by a Task Order.

(c) All costs associated with presentation, and/or discussion of the contractor's Task Order proposal, post award Task Order administration (including applicable personnel cost allocations by Task Order) shall not be a direct charge under the task order unless authorized in the contract or Task Order.

(d) Task Orders may be issued on either a competitive or non-competitive basis in accordance with paragraph (j). Regardless of whether the Task Order is competitive or non-competitive, oral or written proposals/presentations (as considered appropriate in light of the dollar value, complexity, and scope of work for the Task Order) may be required by the Ordering Officer. In addition:

(1) The Government reserves the right to make award based on initial offers.

(2) Task Order award(s) will normally be made to the offeror(s) who is determined, under a "best value" evaluation, to best meet the needs of the Government after consideration of all evaluation factors. "Best value" is defined as the procurement process that results in the most advantageous acquisition decisions for the Government and is generally performed through an integrated assessment and trade-off analysis utilizing quality factors such as technical approach, past performance, management approach, personnel experience, and cost/price factors.

(3) Offerors are cautioned that in conducting the Task Order evaluation, the Government may use data provided by the offeror in its proposal as well as data obtained from other sources (e.g. Dun and Bradstreet reports, DCAA audits, available industry market rates for labor and overhead). While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the offeror.

(4) The Ordering Officer need not contact each of the multiple awardees under the contract before selecting a Task Order awardee(s), if the Ordering Officer has information available to ensure that each awardee(s) is provided a fair opportunity to be considered for each order.

(5) Contractors are strongly encouraged but are not required, unless otherwise directed by the Ordering Officer, to provide offers on all competitively solicited Task Orders.

(e) The following procedures should apply when issuing Task Orders. The amount and detail of information required in the proposal may vary, depending upon the estimated dollar value, complexity and scope of the work. The Task Order Request For Proposal (TORFP) will detail the degree to which information is required.

(1) Except as provided in e(3), the Ordering Officer shall furnish the contractor with a written TORFP. The TORFP will include the following:

(i) Request for proposal number and title, suggested type of order, and contract number.

(ii) Details of the task, i.e., background of requirement, objective, description of the tasks required to be performed/items to be delivered, delivery schedule/performance period, place and manner of inspection and acceptance, pricing arrangements, and other pertinent information deemed necessary.

(iii) A listing of Government furnished property to be provided to the contractor, if applicable.

(iv) Security classification designated for the task(s) to be performed.

(v) Type of proposal (oral or written) and date when proposals are due, identification of key personnel, option exercise period and option period of performance (if applicable).

(vi) Procedures and criteria for evaluation, if competitive.

(vii) Any other pertinent information deemed necessary.

(2) The contractor shall provide the Ordering Officer with two copies of the proposal. The proposal shall be submitted within the time specified by the TORFP. Proposals received after date and time of proposal due date stated in the TORFP shall not be considered, except under the circumstances set forth in FAR 15.208(b). The proposal shall include information requested by the TORFP, and may include:

(i) Technical and managerial approach to accomplishing the task, to include proposed schedule of performance/completion or delivery dates. Contractor exceptions to the Government SOW and/or Contract Data Requirements List delivery requirements shall be identified, with supporting rationale. This information should support contractor's proposed use of labor categories/man-hours, and the delivery date.

(ii) Total estimated cost/price, proposed type of order, with supporting data (see paragraph (e)(2)(iii) below). All cost data shall be submitted in an electronic format, by CD Rom. Submissions should be numbered, identified, and cross-referenced into the proposal and compatible with an IBM PC or compatible. The file format will be Microsoft Windows 2000, Microsoft Office 2000, Word 2000 and Excel 2000, or as specified in individual TORFPs. Submitted spreadsheet files shall contain all formulas or equations used to compute proposed amounts. Print image files or files containing only values are not acceptable. All files shall be set with read-only attribute (not password protected), and disks shall be delivered with write protection. The offeror shall retain one copy for validation purposes.

(iii) A complete cost breakdown including:

(A) estimated number of labor hours by labor classification and proposed billing rates for each end product or task, rationale for the labor categories, and skill levels and number of hours proposed. Resumes of key personnel proposed to perform work will be available for the Ordering Officer to "spot check" without prior notice. Individual TORFPs may require resumes to be included in the proposal.

(B) overtime hours by labor category, including any uncompensated overtime. Uncompensated overtime shall be proposed and evaluated in accordance with the procedures in FAR 52.237-10, "Identification of Uncompensated Overtime".

(C) travel, direct material, and/or other direct costs. If other direct costs are required in accordance with specific task requirements, such costs shall be specified and justified (e.g., whether material obtained competitively and justification if procured sole source; number of trips required and destinations, etc.)

(D) required Government furnished property/materials/data, to include any property/material/data identified in the TORFP to be furnished by the Government.

(E) dollar amount and type of any proposed subcontracts, supported by a breakdown in the same details as delineated above.

(iv) The contractor should explain any deviations from the Schedule of the contract (e.g., hourly rates lower than those established in Section B for time-and-material contracts, a volume discount, lower fixed fee, etc.). Any deviations determined to be acceptable by the Government, will be formalized by a modification to the contract terms and conditions. Any other pertinent information that would assist the Government in making a determination on best value.

(3) In the event of an urgent requirement, the Ordering Officer may contact the contractor by telephone or written communication, including facsimile, requesting a proposal. For urgent requirements, the contractor shall comply with the following:

(i) The contractor shall provide a written proposal, unless oral proposals/presentations are solicited within 1 working day. The contractor's proposal shall be submitted in accordance with the format and time frame set forth in the TORFP.

(ii) The contractor shall not proceed with any work pursuant to this section until he has received a formal Task Order from the Ordering Officer.

(iii) A Task Order issued pursuant to the authority of this subsection shall be considered accepted by the contractor unless rejected in writing within three (3) days after receipt.

(4) If written proposals are required, upon receipt of the proposal the Ordering Officer, in conjunction with the requiring office, shall conduct a technical evaluation in accordance with the evaluation procedures set forth in the TORFP, and enter into such negotiations with the contractor(s) as may be necessary.

(5) If oral proposals are required, the contractor shall orally present the information set forth in subparagraph (e)(2)(i) and (iv) above, except for cost which will be submitted in accordance with subparagraph (e)(2)(ii) and (iii) above. If oral presentations are required, they will be scheduled as the result of both Government and contractor availability, and conducted in accordance with provisions in the TORFP.

(6) The Ordering Officer shall conduct any negotiations necessary to correct or revise any discrepancies in the proposal(s). If Government production and research property is proposed, each offer will be adjusted to include a rental equivalent evaluation factors for each item of such property calculated. This adjustment will apply for the use of Government property by the offeror as well as any subcontractor thereto. Options included in any order will be evaluated in accordance with FAR clause 52.217-5, "Evaluation of Options".

(f) A Task Order shall be issued for each order. Task Orders may be issued in writing, orally, by facsimile, or by electronic commerce methods. Task Orders shall be consecutively numbered, dated, and in addition to any other data that may be called for in the contract, shall contain the following information, as applicable:

- (1) request for proposal number and title;
- (2) contract and Task Order number;
- (3) applicable contract line item number (CLIN) to include level of effort by labor category (and billing rate if known), quantity and unit price or estimated cost and/or fee;
- (4) type of order (e.g., completion, term, FFP);
- (5) description of the task to be performed, the end item or service;
- (6) period of performance/time of delivery;
- (7) place(s) of performance/delivery;
- (8) packaging, packing, and shipping instructions, if any;
- (9) list of Government furnished property and the estimated value of the property;
- (10) total price;
- (11) accounting and appropriation data;
- (12) the inspecting and accepting office, and the manner in which inspection and acceptance will be carried out;
- (13) invoice and payment provisions to the extent not covered by the contract;
- (14) method of payment and payment office, if not specified in the contract (see section G of the contract);
- (15) Organizational Conflict of Interest provisions;
- (16) DD Form 254 (Contract Security Classification);
- (17) DD Form 1423 (Contract Data Requirements List); and
- (18) any other pertinent information.

(g) For other than fixed price Task Orders, the total estimated dollar amount of each Task Order constitutes a ceiling price for that order. The requirements set forth in Federal Acquisition Regulation Clause 52.232-22, "Limitation of Funds" are applicable to individual Task Orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order.

(h) Oral orders may be placed hereunder only in emergency circumstances. Information described in paragraph (f) above shall be furnished to the contractor at the time of placing an oral order, and shall be confirmed by issuance of a written Task Order within 14 working days of the oral order. Unless the Ordering Officer explicitly invokes the authority to place oral orders as provided in this clause, the contractor shall not construe any communication from the Ordering Officer as amounting to the placement of such an order.

(i) Modifications to Task Orders may be issued by the Ordering Officer, and shall include the information set forth in paragraph (f) above, as applicable. Task Orders may be modified orally by the Ordering Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within 14 working days from the time of the oral communication amending the order.

(j) It is the Government's intent to provide awardees a fair opportunity to be considered for all Task Orders.

(1) All multiple award contractors shall be provided a fair opportunity to be considered for each order in excess of \$2,500 pursuant to the procedures established in clause 5252.216-9507, "Fair Opportunity Procedures". However, awardees need not be given an opportunity to be considered for a particular Task Order if the Ordering Officer makes a determination in accordance with FAR 16.505(b)(2).

(2) The Ordering Officer's selection decision on each Task Order request shall be final. A protest is not authorized in connection with the issuance, or proposed issuance, of an individual Task Order except for a protest on the grounds that the Task Order increases the scope, period, or maximum value of the contract under which the order is issued.

(3) For this contract, the designated Task Order ombudsman is the Navy Competition Advocate General. The Task Order ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for Task Orders in excess of \$2,500, consistent with the procedures in the contract.

(4) Contractors are not guaranteed award of equal dollars or number of Task Orders under this contract.

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

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

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

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

(d) Sixty (60) days before the end of the period specified in the Schedule or individual Task Order, the contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or Task Order, or otherwise agreed upon, and when the funds will be required.

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

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

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

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

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

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

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

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

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.212-4 Alt I	Contract Terms and Conditions--Commercial Items (Feb 2007)	FEB 2007
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	NOV 2006
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	MAY 1999
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-5	Familiarization With Conditions	APR 1984
52.247-12	Supervision, Labor, or Materials	APR 1984
52.247-13	Accessorial Services - Moving Contracts	APR 1984
52.247-14	Contractor Responsibility for Receipt of Shipment	APR 1984

52.247-17	Charges	APR 1984
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.247-22	Contractor Liability for Loss of and/or Damage to Freight Other Than Household Goods	APR 1984
52.247-26	Government Direction and Marking	APR 1984
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.247-28	Contractor's Invoices	APR 1984
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests	MAR 2007
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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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 base period 28 Sep 2007 through 27 Sep 2008, option year one if exercised 28 Sep 2008 through 27 Sep 2009 and option year two if exercised 28 Sep 2009 through 27 Sep 2010.

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

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

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 hour, 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 funded amount;

- (2) Any order for a combination of items in excess of funded amount; or
- (3) A series of orders from the same ordering office within 2 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 base period 27 Sep 2008, if option year one exercised 27 Sep 2009 and if option year two is exercised 27 Sep 2010.

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 1 day; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

52.228-9 CARGO INSURANCE (MAY 1999)

- (a) The Contractor, at the Contractor's expense, shall provide and maintain, during the continuance of this contract, cargo insurance of \$3,000,000.00 per vehicle to cover the value of property on each vehicle and of \$3,000,000.00 to cover the total value of the property in the shipment.
- (b) All insurance shall be written on companies acceptable to Naval Air Warfare Center Weapons Division China Lake CA, and policies shall include such terms and conditions as required by Naval Air Systems Command. The Contractor shall provide evidence of acceptable cargo insurance to Naval Air Warfare Center Weapons Division China Lake CA before commencing operations under this contract.
- (c) Each cargo insurance policy shall include the following statement:
``It is a condition of this policy that the Company shall furnish--

(1) Written notice to Contracting Officer Theodore Fiske, Naval Air Warfare Center Weapons Division China Lake CA. 30 days in advance of the effective date of any reduction in, or cancellation of, this policy; and

(2) Evidence of any renewal policy to the address specified in paragraph (1) of this statement, not less than 15 days prior to the expiration of any current policy on file with

Commander Code 254200D

Theodore W, Fiske

429 E. Bowen Rd Mail Stop 4015

Naval Air Warfare Center Weapons Division

China Lake CA 03555-6108

52.228-10 VEHICULAR AND GENERAL PUBLIC LIABILITY INSURANCE (APR 1984)

(a) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, vehicular liability and general public liability insurance with limits of liability for

(1) bodily injury of not less than \$500,000.00 for each person and \$1,000,000.00 for each occurrence, and

(2) property damage of not less than \$500,000.00 for each accident and \$1,000,000.00 in the aggregate.

(b) The Contractor also agrees to maintain workers' compensation and other legally required insurance with respect to the Contractor's own employees and agents.

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (JAN 2007)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

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

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 9	Kern County WD	12	29 May 07