

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9	PAGE OF PAGES 1 25	
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-05-D-0039		3. EFFECTIVE DATE 06 Sep 2005		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0010149622		
5. ISSUED BY CDR NAWCWD CODE 220000D ATTN: S. CASEY (760) 939-4115 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108		CODE N68936	6. ADMINISTERED BY (If other than Item 5) See Item 5			CODE
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) NEW DIRECTIONS TECHNOLOGIES INC ANDY COOK 137 W DRUMMOND AVE RIDGECREST CA 93555-8217				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		
				9. DISCOUNT FOR PROMPT PAYMENT		
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	ITEM Section G	
CODE 05ZG9		FACILITY CODE				
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS - CLEVELAND CENTER & OPOLOS SAN DIEGO 4181 RUFFIN ROAD SAN DIEGO CA 92123-1819			CODE N68688
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE						

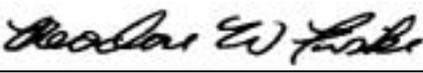
15G. TOTAL AMOUNT OF CONTRACT \$560,298.87

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ REF: NDT1 proposal dated 30 Aug 05 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME AND TITLE OF CONTRACTING OFFICER THEODORE W FISKE / PROCUREMENT CONTRACTING OFFICE TEL: (760) 939-8182 EMAIL: theodore.fiske@navy.mil
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19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)	20C. DATE SIGNED 06-Sep-2005
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Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

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	CPFF Base Year The contractor shall provide services in accordance with Section C, Statement of Work Comptroller Department Support. FOB: Destination				
				MAX COST	Ex (b)(4)
				FIXED FEE	Ex (b)(4)
				TOTAL MAX COST + FEE	\$560,298.87

The Government shall have the option to purchase the following CLINS 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	CPFF Option Year One The contractor shall provide services in accordance with Section C, Statement of Work Comptroller Department Support. FOB: Destination PURCHASE REQUEST NUMBER: 0010149622				
				MAX COST	Ex (b)(4)
				FIXED FEE	Ex (b)(4)
				TOTAL MAX COST + FEE	\$578,998.52

The Government shall have the option to purchase the following CLINS 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	CPFF Option Year Two The contractor shall provide services in accordance with Section C, Statement of Work Comptroller Department Support. FOB: Destination				
				MAX COST	Ex (b)(4)
				FIXED FEE	Ex (b)(4)
				TOTAL MAX COST + FEE	\$598,367.68

The Government shall have the option to purchase the following CLINS 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
0004 OPTION	CPFF Option Year Three The contractor shall provide services in accordance with Section C, Statement of Work Comptroller Department Support. FOB: Destination				
				MAX COST	Ex (b)(4)
				FIXED FEE	Ex (b)(4)
				TOTAL MAX COST + FEE	\$618,437.73

The Government shall have the option to purchase the following CLINS 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
0005 OPTION	CPFF Option Year Four The contractor shall provide services in accordance with Section C, Statement of Work Comptroller Department Support. FOB: Destination				
				MAX COST	Ex (b)(4)
				FIXED FEE	Ex (b)(4)
				TOTAL MAX COST + FEE	\$639,151.17

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5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (SEP 1999)

(a) The level of effort estimated to be ordered during the term of this contract is 54,700 man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

Labor Category	Man-hours
Total	
Base Year	
*Business Information Specialist	1,880
*Technical Information Specialist	1,880
Analyst Jr	300
*Programmer/Analyst	1,880
*Programmer/Analyst Sr	800
System Analyst	800
*System Analyst Sr	800
Financial Analyst	800
*Financial Analyst Sr	800
Subcontractor – Consultant)	<u>1,000</u>
Total	10,940
Option Year One	
*Business Information Specialist	1,880
*Technical Information Specialist	1,880
Analyst Jr	300
*Programmer/Analyst	1,880
*Programmer/Analyst Sr	800
System Analyst	800
*System Analyst Sr	800
Financial Analyst	800
*Financial Analyst Sr	800
Subcontractor - Consultant)	<u>1,000</u>
Total	10,940
Option Year Two	
*Business Information Specialist	1,880

*Technical Information Specialist	1,880
Analyst Jr	300
*Programmer/Analyst	1,880
*Programmer/Analyst Sr	800
System Analyst	800
*System Analyst Sr	800
Financial Analyst	800
*Financial Analyst Sr	800
Subcontractor – Consultant)	<u>1,000</u>
Total	10,940
Option Year Three	
*Business Information Specialist	1,880
*Technical Information Specialist	1,880
Analyst Jr	300
*Programmer/Analyst	1,880
*Programmer/Analyst Sr	800
System Analyst	800
*System Analyst Sr	800
Financial Analyst	800
*Financial Analyst Sr	800
Subcontractor – Consultant)	<u>1,000</u>
Total	10,940
Option Year Four	
*Business Information Specialist	1,880
*Technical Information Specialist	1,880
Analyst Jr	300
*Programmer/Analyst	1,880
*Programmer/Analyst Sr	800
System Analyst	800
*System Analyst Sr	800
Financial Analyst	800
*Financial Analyst Sr	800
Subcontractor – Consultant)	<u>1,000</u>
Total	10,940

* denotes Key Personnel labor categories

(b) Either FAR Clause 52.232-20, "Limitation of Cost" or FAR Clause 52.232-22, "Limitation of Funds", depending upon whether the order is fully funded, applies independently 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 FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) In the event that less than one hundred (100%) percent of the established level of effort of the basic contract is actually expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, or the fee bearing portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of:

(1) Requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion Form Task Orders.

(1) An estimated level of effort shall be established for each completion form task order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the task order and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement. In the event the task(s) cannot

be completed within the estimated cost, the Government will require more effort without increase in fee, provided the Government increases the estimated cost.

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

(i) The Contractor's estimate of the total allowable cost incurred under the task order; and

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

(e) Term Form Task Orders.

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

(i) The level of effort the Contractor expects to incur under any term form order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed seventy-five (75%) percent of the level of effort established for that order; or

(ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only, i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the Contracting Officer. In performing term form task orders, the Contractor may use any combination of hours of the labor categories listed in the task order.

(2) In performing term form task orders, the contractor may use any combination of hours of the labor categories listed in the task order.

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

(i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the task order schedule, including the identification of the key employees utilized;

(ii) The Contractor's estimate of the total allowable cost incurred under the task order; and

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

(4) In the event that less than one hundred (100%) percent of the established level of effort of a term order (or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:

(i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals one hundred (100%) percent of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or

(ii) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(5) In the event that the expended level of effort of a term order exceeds the established level of effort by ten (10%) percent or less, but does not exceed the estimated cost of the order; the contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The contractor shall not be paid fixed fee, however, on level of effort in excess of one hundred (100%) percent without complying with subsection (e)(1) above. This understand does not supersede or change subsection (e)(1) above, whereby the contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

B.06 PAYMENT OF FIXED FEE

The fixed fee for work performed under this contract is ~~Ex (b)(4)~~ provided that the total man-hours of engineering and technical analysis and support services are so employed on such work by the contractor. The Government shall make payment, on account of the fixed fee, at the rate of base year ~~Ex (b)(4)~~, option year one ~~Ex (b)(4)~~, option year two ~~Ex (b)(4)~~, option year three ~~Ex (b)(4)~~ and option year four ~~Ex (b)(4)~~ per direct labor hour invoiced by the contractor under the clauses entitled, "Allowable Cost and Payment" and "Fixed Fee", provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under each applicable Delivery Order. If substantially less than the total man-hours of said services are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. Any balance of fixed fee shall be paid the contractor, or any overpayment of fixed fee for direct labor hours provided shall be repaid by the contractor or otherwise credited to the Government, at the time of final payment.

The hourly rate does not include consultant hours listed in clause 5252.211-9503 above. The contractor proposed fee on direct labor hours only.

Section C - Descriptions and Specifications

STATEMENT OF WORK

Statement of Work
COMPTROLLER DEPARTMENT SUPPORT
22 Aug 05

1.0 Scope. The scope of this effort is to provide SAP/R3 financial subsystem support to the Naval Air Warfare Center Weapons Division (NAWCWD) Comptroller Department. The Contractor will provide this support in the areas of data information handling, auditing services, budget analysis, data management and administration, and corporate financial business services.

2.0 Applicable Documents.

- 2.1 NAVCOMPT Fiscal/Financial Manuals
- 2.2 NAWC Fiscal Policies and Procedures Manual
- 2.3 Department of Defense Financial Management Regulations
- 2.4 NIFMAS/FACTS/FOSTR/DIFMS/ERP Manuals
- 2.5 Comptroller's Financial Guidance
- 2.6 NAWC Financial Instructions

3.0 General Requirements.

For all task orders issued under this contract the Contractor will receive work via Government work requests placed in the Contractor's in basket or by e-mail. Contractor format is authorized except in cases where the Government defines the format in the work request. The Government will provide all project data, meeting schedules, and task due dates in the work requests per the requirements of this Statement of Work.

3.1 Management Reports and Briefing Presentations. The Contractor shall research and prepare source data for presentation preparation and prepare presentation materials in hardcopy, viewgraph or electronic media format as specified in individual work requests. The Contractor shall edit, format and produce final drafts for Government review from rough draft source data.

3.2 Program Management Support

3.2.1 The Contractor shall attend Government meetings when scheduled. The Contractor shall attend for information gathering purposes and shall provide minutes of the meetings, in Contractor format, to include items and issues discussed, actions taken to resolve issues, and action item status.

3.2.2 The Contractor shall research, analyze, and prepare and/or review/

provide inputs to requirements documentation delineated in the Work Request, or as jointly agreed to between the Government and the Contractor. The documentation shall be submitted to the Technical Assistant (TA) or as specified in the work requests.

3.3 SAP/R3 Financial Subsystem Support. The Contractor shall provide SAP/R3 financial subsystem support to the NAWCWD. The Contractor shall assist in identifying programmatic issues and problem areas and will provide written solutions and/or suggestions for resolution using sound analytical techniques and judgments. The Contractor shall provide initial diagnosis on potential system or program problems and ensure that resolution is promptly coordinated with appropriate personnel. The Contractor shall develop a thorough understanding of the current SAP business practices and why they exist. The Contractor shall identify current financial system business practices that need to be changed. The contractor shall document the changes that need to be made to current business practices and convey an understanding of how the SAP/R3 financial subsystem works. The Contractor shall determine what financial information is supplied day-to-day by information technology systems. This includes where does it come from and where does it go, along with secondary systems, such as spreadsheets, e-mail, and other local documents. The Contractor shall troubleshoot issues via analysis and understanding of System Problems vs. Activity Business Practice in the financial system arena. The Contractor will provide coordination of SAP/R3 financial subsystem activities for the NAWCWD ERP Team with other ERP implementation sites as requested.

Specifically, the Contractor will apply SAP/R3 financial subsystem expertise in the following areas:

-Auditing Support. The Contractor shall perform systematic examination and appraisal of financial records, reports, management controls, policies, and practices affecting or reflecting the financial condition and operating results of activities as assigned. The Contractor shall evaluate the degree of compliance with the principles of sound financial management and the effectiveness of the governing regulatory, management, and operating controls. The Contractor shall ensure that financial statements, statistics, and reports are accurate and that NAWCWD assets are properly safeguarded. The Contractor shall detect deficiencies and improprieties in financial management practices and recommend corrective action.

-Budget Analysis. The Contractor shall prepare or assist in preparing budgets and plans. The Contractor shall prepare, monitor, and evaluate financial reports and budgets and provide ongoing day-to-day advice and recommendations to managers with problems in the budget area. The Contractor shall respond to requests for information from NAWCWD management and financial management personnel. The Contractor shall upload/download financial data

formats from NAVAIR business and financial systems and subsystems.

Financial Management. The Contractor shall provide resource support with primary emphasis on financial management and planning. The Contractor shall serve as a liaison between operating departments and NAWCWD management on financial policies and procedures. The Contractor shall analyze, develop, review and administer comprehensive administrative, management, and/or financial systems, programs, and procedures for application to several functional areas or departments. The Contractor investigates, evaluates, and recommends new or changed operations, procedures, or functions.

3.4 Administrative Support. The Contractor shall create and maintain hard copy and electronic files and prepare electronic briefing packages and spreadsheets. The Contractor shall assist in coordinating meetings and conference arrangements as required. The Contractor shall be knowledgeable of Travel Manager and shall assist in making travel arrangements. The Contractor shall create a variety of technical, non-technical, and administrative material and reports on a personal computer. The Contractor shall prepare purchase requests as required. The Contractor shall be skilled in word processing, file management, and database management.

4.0 Deliverables.

All deliverables shall be submitted in accordance with the contract data requirements List (CDRLs) in Contractor format. Formal acceptance occurs with the signature of the TA. Deliverable items shall include written reports on the status of specific projects and assignments as established by the TA and written inputs and recommendations to project plans as required. Deliverables will also include written test results, trip reports and monthly status reports as required.

5.0 Office Space/Facilities.

The Government shall provide on-site office space and shall give the Contractor access to Government-owned equipment required to support the requirements defined in this SOW.

6.0 Travel.

All travel requests must be approved by the TA prior to performance of the travel. The negotiated amount allotted for travel expenses may not be exceeded without prior approval of the Contracting Officer.

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
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 12-SEP-2005 TO 11-SEP-2006	N/A	N/A FOB: Destination	
0002	POP 12-SEP-2006 TO 11-SEP-2007	N/A	N/A FOB: Destination	
0003	POP 12-SEP-2007 TO 11-AUG-2008	N/A	N/A FOB: Destination	
0004	POP 12-AUG-2008 TO 11-SEP-2009	N/A	N/A FOB: Destination	
0005	POP 12-SEP-2009 TO 11-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

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR) (MAR 1999)

(a) The contract shall commence on 12 Sep 05 and shall continue 12 months. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

Section G - Contract Administration Data

Accounting data to be provided at task order level.

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Contracting Officer has designated

Ex (b)(6)

Commander Code 100000D

1 Administration Circle, Mail Stop 1011

Naval Air Warfare Center Weapons Division

China Lake CA 93555-6101

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. keep track of 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 when all deliverables have been accepted by the government;
- i. pay particular attention to the timely review of invoices;
- j. obtain refresher training as required by reference (a) or as required by the PCO;
- k. promptly notify and provide recommended corrective action to the contracting officer and your superior of any of the following:
 - (1) any violation of or deviation from the technical requirements of the contract or order;
 - (2) inefficient or wasteful methods in use by the contractor, including the contractor exceeding the requirements of the order or contract;

- (3) any contractor request for changes to the contract;
 - (4) issues that require clarification or resolution;
 - (5) inconsistencies between invoiced charges and performance, including the use of improper labor categories;
 - (6) instances where funds may be insufficient to complete the contract or order;
 - (7) conditions requiring a replacement for you as COR; and
 - (8) improper use of government material, equipment, or property.
- l. ensure the contract does not become a vehicle for personal services as described in reference (c);
 - m. review engineering studies, design, or value engineering proposals submitted by the contractor to determine their feasibility; and
 - n. when required, review, comment, and report on the annual and final performance reports of the contractor as to compliance with technical instructions, timeliness, and any problems associated with the contract or order.
6. The preceding list of duties is not intended to be all inclusive. If specific situations arise that you think require contractual attention, do not hesitate to inform the contracting officer.

G-TXT-10 INVOICING INSTRUCTIONS AND PAYMENT (WAWF) (JUN 2005)

- (a) Invoices under this Contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):
 - (1) The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the internet at <http://www.wawftraining.com/>. Additional support can be accessed by calling the NAVY WAWF Assistance Line: 800-559-WAWF (9293).
 - (2) A separate invoice will be prepared in accordance with Section F.
 - (3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are acceptable.
- (b) The following information regarding Naval Air Warfare Center Eapons Division is provided for completion of the invoice in WAWF:

WAWF Invoice Type:	* to be determined at task order level
Issuing Office DODAAC	N68936
Admin Office DODAAC:	N68936
Inspector DODAAC (if applicable):	
Acceptor DODAAC (if applicable):	N68936
Local Processing Office DODAAC:	N68936
Paying Office DODAAC:	* to be determined at task order level

- (c) The contractor shall submit invoices for payment per contract terms.
- (d) The Government shall process invoices for payment per contract terms.
- (e) For Navy accounting purposes only:

Code To be determined at task order level, Name To be determined at task order level Phone To be determined at task order level.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (DEV) (DEC 2001)

(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 alternate Friday, then such holiday shall be observed 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 work week 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 work week will be permitted without express advance approval by the designated Contracting Officer with coordination of the using departments.

5252.216-9500 UNILATERAL UNPRICED DELIVERY/TASK ORDERS (NOV 1999)

(a) When the government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the PCO may issue a unilateral unpriced order requiring the contractor to provide the supplies or services specified.

(b) The unilateral unpriced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the PCO receives written notification from the contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The contractor shall submit its cost proposal within thirty (30) days after receipt of the order. The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the PCO shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(d) Should the PCO and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the CCO who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Chief of Contracting Office (CCO) will issue a modification to the unilateral unpriced order which establishes the Government's total estimated cost for the order. This estimate will remain in effect until a final price is established in a bilateral modification to the order.

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

5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (MAR 1999) (NAVAIR)

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is \$3,900.00; the maximum quantity is \$2,995,253.97.

**5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS
(MAR 2000)**

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

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

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

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

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

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

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

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

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

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned

requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

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

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

5252.232-9516 ALLOTMENT OF FUNDS-INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (APR 1985) (NAVAIR)

For the purposes of paragraph (b) of the "Limitation of Funds" clause of this contract--

- (i) the amount available for payment and allotted to this incrementally funded contract is \$ _____;
- (ii) the items covered by such amount are Item(s) _____; and
- (iii) the period of performance for which it is estimated the allotted amount will cover is _____.

If applicable will be included in specific task orders.

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES)(SEP 1999)

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

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

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

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

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in

paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

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

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

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.227-1	Authorization and Consent	JUL 1995
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.232-1	Payments	APR 1984
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
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991

252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
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

CLAUSES INCORPORATED BY FULL TEXT

52.216-8 FIXED FEE (MAR 1997)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided, that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

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 12 Sep 05 through 11 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 9 hours, 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 \$2,000,000.00.;

(2) Any order for a combination of items in excess of \$2,000,000.00; or

(3) A series of orders from the same ordering office within 3 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 11 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 insert the period of time within which the Contracting Officer may exercise the option]; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

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

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

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

(2) Except for novation agreements and advance payments, delegates to the responsibility for administering the contract with complete authority to take any action on behalf of the Government

under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

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

(4) To notify the Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

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

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

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

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 0 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.

52.232-18 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.

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

252.219-7009 SECTION 8(a) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

U.Su Small Business Administration Fresno District
2719 North Air Fresno Drive, Suite 200
Fresno, CA 93727-1547

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

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

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

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