

---

## FOIA Electronic Reading Room

### Document Coversheet

---

**Document Description**

N68936-07-D-0052
------------------

---

- This document has been released in its entirety.**
- Portions of this document have been excised pursuant to the Freedom of Information Act. The applicable portions(s) excised and the exemption(s) applied are indicated below.**
- Exemption (b)(1) Information excised is properly and currently classified in the interest of national defense or foreign policy.
- Exemption (b)(2) Information excised is related solely to the internal rules and practices of the Agency.
- Exemption (b)(3) Information excised is specifically exempt from disclosure by an Executive Order or Statute. Specifically:
- Exemption (b)(4) Information excised is commercial or financial information received from outside the Government and is likely to cause substantial harm to the competitive position of the source providing the information.
- Exemption (b)(5) Information excised is internal advice, recommendations, or subjective evaluations pertaining to the decision-making process of the Agency.
- Exemption (b)(6) Information excised is Personal information which if disclosed would result in an unwarranted invasion of personal privacy.
- Exemption (b)(7) Information excised is investigatory records or information compiled for law enforcement purposes.
- Exemption (b)(8) Information excised is records for the use of any agency responsible for the regulation or supervision of financial institutions.
- Exemption (b)(9) Information excised is records containing geological and geophysical information (including maps) concerning wells.

---

Please direct inquiries regarding this document to:

Commander (Code K00000D FOIA)  
Naval Air Warfare Center Weapons Division  
1 Administration Circle Stop 1009  
China Lake, CA 93555-6100

---

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   25	
2. CONTRACT NO. N68936-07-D-0052		3. SOLICITATION NO. N68936-07-R-0033	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 27 Jun 2007	6. REQUISITION/PURCHASE NO. 0010208297		
7. 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	8. ADDRESS OFFER TO (If other than Item 7) <b>See Item 7</b>		CODE TEL: FAX:	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 429 E. Bowen Rd MS 4015 until 03:00 PM local time 20 Jun 2007  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME SUE E CASEY	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (760) 939-4115	C. E-MAIL ADDRESS sue.casey@navy.mil
---------------------------	------------------------	---	---

### 11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/ CONTRACT FORM	1 - 2	X	I	CONTRACT CLAUSES	20 - 25
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3 - 5	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	6 - 8		J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	9		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	10 - 11		L	INSTRS. CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	12 - 15		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	16 - 19				

### OFFER (Must be fully completed by offeror)

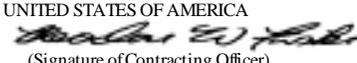
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR C J TURNER INC CALVIN TURNER DBA: CAPITOL CITY REHABILITATION GROUP 248 ADDIE ROY RD STE B105 AUSTIN TX 78746-4133	CODE 1C2J5	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO (Include area code) 512-328-2492	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$634,223.40	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)( 4 ) <input type="checkbox"/> 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	
24. ADMINISTERED BY (If other than Item 7) DCMA DCMAO DALLAS 1200 MAIN STREET DALLAS TX 75202-4399	CODE S4402A	25. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381	CODE HQ0339
26. NAME OF CONTRACTING OFFICER (Type or print) THEODORE W FISKE TEL: (760) 939-8182 EMAIL: theodore.fiske@navy.mil	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE 09-Jul-2007	

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

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) 9393095-

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	Job CPFF Career Transition Counseling In Accordance with Section C, Statement Of Work. Each individual task order shall specify specific work. FOB: Destination PURCHASE REQUEST NUMBER: 0010208297	1 (b)(4)			(b)(4)
				MAX COST	(b)(4)
				FIXED FEE	
				TOTAL MAX COST + FEE	\$634,223.40

**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	Job CPFF Career Transition Counseling In Accordance with Section C, Statement Of Work. Each individual task order shall specify specific work. FOB: Destination	(b)(4)			(b)(4)
				MAX COST	(b)(4)
				FIXED FEE	
				TOTAL MAX COST + FEE	\$656,420.83

**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	Job CPFF Career Transition Counseling In Accordance with Section C, Statement Of Work. Each individual task order shall specify specific work. FOB: Destination	1 (b)(4)			(b)(4)
				MAX COST	(b)(4)
				FIXED FEE	
				TOTAL MAX COST + FEE	<hr/> \$679,395.40

**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	Job CPFF Career Transition Counseling In Accordance with Section C, Statement Of Work. Each individual task order shall specify specific work. FOB: Destination	1 (b)(4)			(b)(4)
				MAX COST	(b)(4)
				FIXED FEE	
				TOTAL MAX COST + FEE	<hr/> \$703,174.74

**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	Job CPFF Career Transition Counseling In Accordance with Section C, Statement Of Work. Each individual task order shall specify specific work. FOB: Destination	1(b)(4)		MAX COST FIXED FEE	(b)(4)  <hr/> \$727,765.38
TOTAL MAX COST + FEE					

## Section C - Descriptions and Specifications

### SOW

#### Statement of Work Transition Assistance

### **1.0 SCOPE/INTRODUCTION**

The NAWCWD Human Resource Department at China Lake and Point Mugu CA requires assistance in establishing and operating an Employee Transition Assistance Center. This phase of the work will primarily be at Point Mugu, CA, including the CAMAIR location.

Both installations work compressed work schedule Monday through Thursday 9 hours, every other Friday 8 hours.

The contractor may need to coordinate or refer civilian employees to the Employee Assistance Program Counselors or Total Force Consultants. The Points of Contact will be provided by the Contracting Officer Representatives (COR) or Alternate COR(s).

The contractor shall provide personnel with expertise, knowledge, experience and skills to provide the following services. Good communications skills, both in writing and speaking, are necessary to satisfactorily perform these duties.

### **2.0 APPLICABLE DOCUMENTS**

5 United States Code (USC), Part 552A(Privacy Act)

### **3.0 REQUIREMENTS**

3.1 Career Transition Counseling. The Contractor shall provide Career Transition Counseling for any civilian employee requesting counseling. The counselor's shall discuss options available to the employee and help the employee understand the trade-offs inherent in each option. The counselor may also provide a list of the options available for the employee to pursue independently. Additionally, the counselor shall provide a list of seminars/classes available to the employee and when/where they are scheduled.

3.1.1 The contractor shall create and execute an appropriate change management and communications approach to facilitate minimal disruption to on-going services levels by addressing issues and concerns of the workforce related to transitions. Support to employees who are impacted by the transitions will include coordinating individual counseling sessions and scheduling appropriate transition classes.

3.2 Seminars/classes. The Contractor shall develop a list of seminars or classroom training recommended for affected employees. The list shall include the subject of the seminar/class, the objectives and goals, length of seminar/class and schedule for each. The list shall be given to the COR a minimum of 14 working days before start of first seminar/class and a list of any special requirement for equipment or room (electrical, special configuration, table, etc). The COR shall arrange for conference room and any special requirements. The Contractor shall provide the proposed handouts for COR review/approval minimum of 14 working days prior to each seminar/class. The Contractor shall provide all instructors and handouts for all seminars/classes.

3.2.1. At a minimum the contractor shall provide the following seminars/classes and recommend other seminars/classes as appropriate to the COR. Classes shall be available to the employees and their spouses. Each topic does not have to be a stand alone course; they may be combined into fewer courses that provide the relevant knowledge, skills and abilities.

Employees -

a. Career Transitions

- b. Communication Skills
- c. Plan and Execute Successful Job Searches
- d. Resume Writing
- e. Interviewing Skills
- f. Interpersonal Skill Training
- g. Stress management
- h. Financial counseling
- i. Self-assessment, Transferable skills and Career Decisions
- j. Networking and other resources

Managers (Supervisors) and Team Leads (Non-Supervisors)

- a. Diversity/Sensitivity Training

3.2.2 The contractor shall have counselors who are knowledgeable in transition issues for civilian employees and the role of unions in the transition process. The contractor shall be familiar with the job market and be able to assist employees in searching for private sector and federal jobs in the local area as well as across the United States.

3.2.3 Job Search and Application Assistance. Counselors will help transitioners translate the information received in the job search workshops into action. Counselors assist job seekers to identify an objective or profile, write or edit pre-existing resumes and cover letters, complete applications, find job opportunities, develop a portfolio, prepare for interviews and job fairs, and negotiate for salary and benefits as applicable.

3.3 Manage The Transition Center Office Spaces. As stated in paragraph 4.0, the Government will provide office space and equipment (Navy Marine Corps Intranet (NMCI) computers, printers, etc) on base. The contractor will schedule, provide assistance and oversee access to the government furnished equipment and spaces which may include a wide array of office equipment and supplies, including computer hardware and software, copiers, fax machines and telephones.

3.4 All contractor employees shall possess proper identification and/or citizenship documentation.

#### **4.0 GOVERNMENT OWNED, CONTRACTOR ACCESS**

4.1 The Government shall provide office space, office furniture, phone, computer and access to fax and printer/copiers. The contractor shall be responsible for safeguarding all Government property provided for use. At the end of each workday, the contractor shall ensure the Government facility, equipment and materials are secure.

4.1.1 Any software that is not NMCI approved will not be able to be installed on government furnished NMCI computers unless it can attain the necessary approvals. If such software is required by the contractor before it can be tested and approved, it must be hosted on a non-NMCI computer and that computer may not be attached to the NMCI network. The Government will not be responsible for providing non-NMCI computers or network access for them.

4.1.2 The contractor shall safeguard and ensure Government furnished keys are not lost, misplaced or used by unauthorized individuals. The contractor shall not duplicate any Government furnished keys. If any keys are lost, the Government at its discretion shall replace the affected lock(s) or perform re-keying and deduct such costs from the monthly payment due the contractor.

#### **5.0 TRAVEL**

No travel is anticipated under this contract.

QAP

## QUALITY ASSURANCE REQUIREMENTS PLAN

The following are the performance standards defined in the PBWS and are the basis for performing surveillance by sampling, critical process review, or product inspection.

Corresponding PBWS Function	Maximum Allowable Degree of Deviation from Requirement	Lot
Career Transition Counseling 1-on-1	20%	# of sessions per month
Career Transition Counseling sessions – group	20%	# of sessions per month
Phone call inquiries	20%	# calls received per month
Seminars/classes	20%	# of seminars/classes per month

1. Contractor performance will be measured by responses to a government-created customer survey. Deployment of the survey will be to 100% of the population serviced by the contractor. It is understood that a smaller number will actually return questionnaires. Final ratings will be based only on those surveys that are returned. (i.e., if only 50% respond, the final rating will be determined on those received as if they were 100%.)

Since we don't know the ultimate size of the population who will take advantage of the assistance offered, and we do not know how long they will have access to email, we are going to ask the contractor to give a HARD-COPY of the survey to each person who attends.

Once completed, the survey will be placed in the guardmail and sent to the COR for tabulation. The contractor will not have access to the raw data.

The data will be tabulated monthly.

No demographic data will be collected.

2. 80% of ratings of "Good" or above will be considered a success.

80% of ratings of "Fair" or better is acceptable, but if 40% or more of the ratings are "Fair" or less then the sampling process in 6.B. above will be invoked to determine the areas of improvement needed to raise the ratings to 80% "Good". Similar events may continue but action to raise ratings to 80% "Good" or better must be taken as soon as areas of improvement and corrective measures have been identified.

Fewer than 80% of ratings of "Fair" or better is unacceptable and will require corrective action before another similar event is presented. The sampling process in 6.B. above will be invoked to determine the areas of improvement needed to raise the scores to 80% "Good" or better.

4. Job fairs will be evaluated by the COR. Factors in the evaluation will be: the relevance of the employers to the transitioning workforce; how well planned and organized and executed the job fairs are; and employee feedback as reflected in survey questions D.(1) and D.(2), above.

## 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

## CLAUSES INCORPORATED BY REFERENCE

252.246-7000 Material Inspection And Receiving Report

MAR 2003

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 16-JUL-2007 TO 15-JUL-2008	N/A	N/A FOB: Destination	
0002	POP 16-JUL-2008 TO 15-JUL-2009	N/A	N/A FOB: Destination	
0003	POP 16-JUL-2009 TO 15-JUL-2010	N/A	N/A FOB: Destination	
0004	POP 16-JUL-2010 TO 15-JUL-2011	N/A	N/A FOB: Destination	
0005	POP 16-JUL-2011 TO 15-JUL-2012	N/A	N/A FOB: Destination	

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The contract shall commence on 16 Jul 07 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.

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

As referred to in paragraph (b) of FAR 52.216-22 " Indefinite Quantity" of this contract, the contract minimum quantity is \$100,000.00; the maximum quantity is 3,400.979.75.

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

(1) The period of performance for CLIN 0002 is begins 16 Jul 08 and ends 15 Jul 09. 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 0003 is begins 16 Jul 09 and ends 15 Jul 10. 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.

(3) The period of performance for CLIN 0004 is begins 16 Jul 10 and ends 15 Jul 11. 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.

(4) The period of performance for CLIN 0005 is begins 16 Jul 11 and ends 15 Jul 12. 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

Funding will be provided with individual task order(s).

## 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) Code 731000D (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.

**5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL LIAISON (NAVAIR)(OCT 2005)**

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

**CONTRACT COORDINATOR:**

NAME: (b)(6)  
 PHONE (BUS): (b)(6)  
 PHONE (AFTER HOURS): Cell – (b)(6)

**ALTERNATE:**

NAME: (b)(6)  
 Cell (b)(6)

or

(b)(6)  
 Cell (b)(6)

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

**5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR)(DEC 2006)**

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

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

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

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

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

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

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

**5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (NOV 2006)**

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

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

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

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

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

<p>WAWF Invoice Type:</p>	<p>-- Select <b>2-in-1</b> for FFP Services Only.                  -- Select <b>Combo</b> for Supplies, or Supplies AND FFP Services.                  -- Select <b>Cost Voucher</b> for all Cost or T&amp;M contracts or CLINs.                  If none of the above apply, please call 1-800-559-WAWF (9293).</p>
---------------------------	--

Issuing Office DODAAC	N68936
Admin Office DODAAC:	S4402A
Inspector DODAAC (usually only used when Inspector & Acceptor are different people):	S4402A
Ship To DODAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)	N68936
Local Processing Office (applicable if DFAS DoDAAC begins with an "N"):	
DCAA Office DODAAC (Used on Cost Voucher's only):	HQ0339
Paying Office DODAAC:	N68688

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

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

Name	Email	Phone	Role
See task orders			

**See individual task orders.**

**5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(NOV 2006)**

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:

See the ADMINISTERED BY block on the face page of the contract or modification.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: NONE or as delineated by Procuring Contracting Officer (PCO) correspondence.

(b) Inquiries regarding payment should be referred to: MyInvoice at <http://www.dod.mil/dfas/contractorpay/myinvoice.html>.

To be completed at time of award.

**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:ccrehab@aol.com

## 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.

**5252.216-9540 ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (NAVAIR) (NOV 2003)**

(a) Unless the procedures in paragraphs (b) and (c) are utilized orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the contracting officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will response with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the contracting officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally unpriced order.

(1) The unilaterally 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 Ordering Officer 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 proposed an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit it's cost proposal within thirty (30) days after receipt of the order.

(2) 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.

(3) 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 Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule.

(4) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer 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 Contracting Officer will issue an modification to the unilaterally unpriced order that establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests to negotiate the price by submission of a proposal.

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

(c) For orders under \$100,000, the procedures for reaching agreement are as follows:

(1) The Ordering Officer shall issue a fully funded, unilaterally executed order representing a firm order for the total requirement.

(2) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the order, the contractor shall:

(i) notify the Ordering Officer within three working days

(ii) submit a proposal for the work requested in the order,

(iii) not commence performance until such time that the differences between the order and contractor's proposal are resolved and a modification, if necessary, is issued.

#### **5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)**

The following types of insurance are required in accordance with the clause entitled, "FAR 52.228-5, "Insurance--Work on a Government Installation"" and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

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

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

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

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor

shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

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

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

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

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

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

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

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

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

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

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

(a) The amount available for payment and allotted to this incrementally funded contract is:

Funded Cost	\$ <u>TBD</u>
Funded Fee	\$ <u>TBD</u>
<b>TOTAL FUNDS</b>	\$ <u>TBD</u>

(b) This contract is incrementally funded and the amount currently available for payment is limited to \$ to be determined in task order(s)] which includes a fixed fee amount of \$[to be determined in task order(s)]. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of the Contract, no legal liability on the part of the Government for payment in excess of the revised total shall arise unless additional funds are made available and incorporated in a contract modification.

(c) the items covered by such amount are Item(s) 0001; and

(d) the period of performance for which it is estimated the allotted amount will cover is 16 Jul 07 through 15 Jul 08.

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

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

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

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

Commander  
Code 220000D, Attn: Theodore W. Fiske  
429 E. Bowen Rd., Mail Stop 4015  
Naval Air Warfare Center Weapons Division  
China Lake, CA 93555-6108

Ph: (760) 939-8182  
E-Mail Theodore.fiske@navy.mil

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
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	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.216-22	Indefinite Quantity	OCT 1995
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2006
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.223-6	Drug-Free Workplace	MAY 2001
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
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

52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.244-5	Competition In Subcontracting	DEC 1996
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation	MAY 2004
52.245-9	Use And Charges	AUG 2005
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
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
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.215-7000	Pricing Adjustments	DEC 1991
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	JUN 2004
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
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

##### **52.216-18 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 16 Jul 07 through 15 Jul 08. If option years are exercised, the orders may be placed in accordance with option years.

(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 \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of ceiling amount remaining or funded amount remaining;

(2) Any order for a combination of items in excess of funded amount remaining; 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 1 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.

#### **52.217-9 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 60 provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 1 day 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 (5) years.

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

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

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

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

(c) Except for novation agreements and advance payments, delegates to the Naval Air Warfare Center Weapons Division China Lake CA the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Naval Air Warfare Center Weapons Division China Lake CA shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

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

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

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

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

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

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

(2) Except for novation agreements and advance payments, delegates to the Naval Air Warfare Center Weapons Division China Lake CA responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting

agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

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

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

(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.

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

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

#### **52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)**

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguard either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

**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.

**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.S. Small Business Administration  
San Antonio District Office  
17319 San Pedro, Building 2, Suite 200  
San Antonio, Texas 78232  
210-403-5900  
210-403-5936 - fax

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

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

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of

ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

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

**5252.204-9504 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.