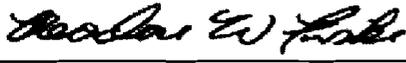


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)			RATING	PAGE OF PAGES 1 40	
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-07-D-0005		3. EFFECTIVE DATE 04 Dec 2006		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0010158842			
5. ISSUED BY CDR NAWCWD CODE 220000D ATTN: S. CASEY (760) 939-4115 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108		CODE N68936	6. ADMINISTERED BY (If other than Item 5) DCMA LOS ANGELES 16111 PLUMMER STREET BLDG 10, 2ND FLOOR SEPULVEDA CA 91343			CODE S0512A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) EPSILON SYSTEMS SOLUTIONS INC ROBIN NORDBERG 1565 HOTEL CIRCLE SOUTH, SUITE 200 SAN DIEGO CA 92108-3418				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days	
				10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G	
CODE 1HQ30		FACILITY CODE					
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS - CLEVELAND CENTER & OPLOCS SAN DIEGO 4181 RUFFIN ROAD SAN DIEGO CA 92123-1819			CODE N68688	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 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						\$2,941,673.66	
16. TABLE OF CONTENTS							
(X) SEC.	DESCRIPTION		PAGE(S)	(X) SEC.	DESCRIPTION		PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1 - 2	X	I	CONTRACT CLAUSES	30 - 40
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3 - 10	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	11 - 17		J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	18		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	19 - 20		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	21 - 23		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	24 - 29				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input type="checkbox"/> 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. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N68936-06-R-0079-0002 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.			
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			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA 		20C. DATE SIGNED 04-Dec-2006	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Section A - Solicitation/Contract Form

FAR 9.6 TEAMING

The Government acknowledges that “The Epsilon Team was formed under the definition under FAR 9.6(2) and the exclusive named subcontractors are Far Western, JRP, Meas and Tetra Tech”. If any of the “team” do not have an approved accounting system, then they are not eligible for a cost plus fix-fee subcontract.

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 professional and technical services to support ongoing and new environmental resource management programs in accordance with Section C, Statement of Work. FOB: Destination PURCHASE REQUEST NUMBER: 0010158842				
				MAX COST	\$2,750,938.66
				FIXED FEE	\$190,735.00
				TOTAL MAX COST + FEE	\$2,941,673.66

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	CPFF Contract Data Requirements List (CDRL) In accordance with Exhibit A FOB: Destination				
				MAX COST	Not Separately Priced (NSP)
				FIXED FEE	NSP
				TOTAL MAX COST + FEE	NSP

The Government shall have the option to purchase the following CLIN's in accordance with FAR Clause 52.217-9 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 One The Contractor shall provide professional and technical services to support ongoing and new environmental resource management programs in accordance with Section C, Statement of Work. FOB: Destination				
				MAX COST	\$2,842,813.90
				FIXED FEE	\$197,106.00
				TOTAL MAX COST + FEE	<u>\$3,039,919.90</u>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	CPFF CDRLs in accordance with Exhibit A FOB: Destination				
				MAX COST	NSP
				FIXED FEE	NSP
				TOTAL MAX COST + FEE	<u>NSP</u>

The Government shall have the option to purchase the following CLIN's in accordance with FAR Clause 52.217-9 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 Two The Contractor shall provide professional and technical services to support ongoing and new environmental resource management programs in accordance with Section C, Statement of Work. FOB: Destination				
				MAX COST	\$2,937,804.91
				FIXED FEE	\$203,699.00
				TOTAL MAX COST + FEE	<u>\$3,141,503.91</u>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	CPFF CDRLs in accordance with Exhibit A FOB: Destination				
				MAX COST	NSP
				FIXED FEE	NSP
				TOTAL MAX COST + FEE	<u>NSP</u>

The Government shall have the option to purchase the following CLIN's in accordance with FAR Clause 52.217-9 EXTEND THE TERM OF THE CONTRACT (MAR 2000), cited herein.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 OPTION	CPFF Option Year Three The Contractor shall provide professional and technical services to support ongoing and new environmental resource management programs in accordance with Section C, Statement of Work. FOB: Destination				
				MAX COST	\$3,036,048.90
				FIXED FEE	\$210,511.00
				TOTAL MAX COST + FEE	<u>\$3,246,559.90</u>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	CPFF CDRLs in accordance with Exhibit A FOB: Destination				
				MAX COST	NSP
				FIXED FEE	NSP
				TOTAL MAX COST + FEE	<u>NSP</u>

The Government shall have the option to purchase the following CLIN's in accordance with FAR Clause 52.217-9 EXTEND THE TERM OF THE CONTRACT (MAR 2000), cited herein.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009 OPTION	CPFF Option Year Four The Contractor shall provide professional and technical services to support ongoing and new environmental resource management programs in accordance with Section C, Statement of Work. FOB: Destination				
				MAX COST	\$3,137,631.66
				FIXED FEE	\$217,551.00
				TOTAL MAX COST + FEE	<u>\$3,355,182.66</u>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	CPFF CDRLs in accordance with Exhibit A FOB: Destination				
				MAX COST	NSP
				FIXED FEE	NSP
				TOTAL MAX COST + FEE	<u>NSP</u>

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR) (OCT 2005)

(a) The level of effort estimated to be ordered during the term of this contract is 42,380 (per year) 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:

Total	
Labor Category	<u>Man-hours</u>
<u>BASE YEAR</u>	
* Program Manager	2,080
National Environmental Policy Act (NEPA) Specialist	2,080
Environmental Specialist Wildlife & Vegetation	3,300
Environmental Specialist Historic & Archaeology	3,300

Environmental Technician Administrative Assistant	2,400
Program Support	2,080
* Licensed Geologist	1,060
Assistant Resource Technician	1,000
Senior Archaeologist	5,000
Field Archaeologist	6,000
* Geographic Information System (GIS) Operator	4,000
Natural Resource Specialist	4,000
*Senior Scientist	4,000
*Curation Specialist	<u>2,080</u>
Base Year Totals	42,380

Option Year One	
* Program Manager	2,080
National Environmental Policy Act (NEPA) Specialist	2,080
Environmental Specialist Wildlife & Vegetation	3,300
Environmental Specialist Historic & Archaeology	3,300
Environmental Technician Administrative Assistant	2,400
Program Support	2,080
* Licensed Geologist	1,060
Assistant Resource Technician	1,000
Senior Archaeologist	5,000
Field Archaeologist	6,000
* Geographic Information System (GIS) Operator	4,000
Natural Resource Specialist	4,000
*Senior Scientist	4,000
*Curation Specialist	<u>2,080</u>
Base Year Totals	42,380

Option Year Two	
* Program Manager	2,080
National Environmental Policy Act (NEPA) Specialist	2,080
Environmental Specialist Wildlife & Vegetation	3,300
Environmental Specialist Historic & Archaeology	3,300
Environmental Technician Administrative Assistant	2,400
Program Support	2,080
* Licensed Geologist	1,060
Assistant Resource Technician	1,000
Senior Archaeologist	5,000
Field Archaeologist	6,000
* Geographic Information System (GIS) Operator	4,000
Natural Resource Specialist	4,000
*Senior Scientist	4,000
*Curation Specialist	<u>2,080</u>
Base Year Totals	42,380

Option Year Three	
* Program Manager	2,080
National Environmental Policy Act (NEPA) Specialist	2,080
Environmental Specialist Wildlife & Vegetation	3,300
Environmental Specialist Historic & Archaeology	3,300
Environmental Technician Administrative Assistant	2,400

Program Support	2,080
* Licensed Geologist	1,060
Assistant Resource Technician	1,000
Senior Archaeologist	5,000
Field Archaeologist	6,000
* Geographic Information System (GIS) Operator	4,000
Natural Resource Specialist	4,000
*Senior Scientist	4,000
*Curation Specialist	<u>2,080</u>
Base Year Totals	42,380

Option Year Four	
* Program Manager	2,080
National Environmental Policy Act (NEPA) Specialist	2,080
Environmental Specialist Wildlife & Vegetation	3,300
Environmental Specialist Historic & Archaeology	3,300
Environmental Technician Administrative Assistant	2,400
Program Support	2,080
* Licensed Geologist	1,060
Assistant Resource Technician	1,000
Senior Archaeologist	5,000
Field Archaeologist	6,000
* Geographic Information System (GIS) Operator	4,000
Natural Resource Specialist	4,000
*Senior Scientist	4,000
*Curation Specialist	<u>2,080</u>
Base Year Totals	42,380

The following category is not included in the estimates above, it will be ordered on an as need basis in accordance with SOW Paragraph 4.3.2. There is not estimate for these hours, however it is anticipated it will be minimal.

Ethnograph

* denotes Key Personnel labor categories

(b) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22; "Limitation of Funds" applies to incrementally funded orders. 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, if the Government elects to continue, 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. 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 understanding 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.

Section C - Descriptions and Specifications

STATEMENT OF WORK
FOR MISCELLANEOUS ENVIRONMENTAL SURVEYS, ANALYSIS AND STUDIES
FOR THE NAVAL AIR WEAPONS STATION CHINA LAKE, CA
04 APR 2006
Revised 28 Apr 06
Revised 22 Nov 06

1.0 SCOPE

This Statement of Work describes the professional and technical services required to support ongoing and new environmental resources management programs conducted at the Naval Air Weapons Station (NAWS) sites located at China Lake, and other Commander Naval Installations (CNI) Southwest Region facilities as applicable. The majority of the work will be at NAWS China Lake, CA. However, additional Navy sites, both CNI and non-CNI may require this NAWS environmental office to conduct analysis or studies at other military installations. The type and frequency of work to be accomplished under this contract varies by discipline and the tempo (level of effort) varies from routine or recurrent actions to unplanned, emergent actions that require emergency support. As such, a core team, including Senior Scientist (Biologist), Geographic Information Systems (GIS) Specialist, Archeologist, and Program Manager as team leader, will be required to be able to respond to emergent actions within 24 hours to ensure timely response to the NAWS Environmental Planning and Management Department (EPMD) needs.

1.1 BACKGROUND

NAWS, China Lake, California encompasses an area greater than one million acres and is located in the transition zone between the western Mojave Desert and the Great Basin. This includes the Point Mugu site of the Naval Air Warfare Center Weapons Division located on the Pacific coast, approximately 53 miles northwest of Los Angeles, California, and San Nicholas Island (SNI) part of the Naval Air Warfare Center, Weapons Division Sea Range Complex and is the outermost island in the Channel Islands chain.

The NAWS EPMD provides environmental planning and compliance support to various tenant organizations, the largest of which is the Naval Air Warfare Center, Weapons Division, whose mission is the full spectrum research, development, test and evaluation of Naval airborne weapons systems.

2.0 APPLICABLE DOCUMENTS

Standard requirement documents, reference texts, specific environmental requirements, and other references will be defined in individual Task Orders. Documents cited in this statement of work are for background information only.

2.1 OPNAVINST 5090.1B, Environmental and Natural Resources Program Manual, Chapters 2, 3, 4, 5, 7, 8, 17, 20, 22, 23, 24, 25, 26, 27 and 28, revised 17 Oct 2002. This document describes the NAWS environmental management program requirements and contains a summary of all applicable federal statutes and regulations governing the conduct of these programs on federal lands.

3.0 REQUIREMENTS

The Contractor shall conduct natural, cultural, pollution prevention, and geophysical resource-specific surveys, studies, analyses, environmental planning and documentation in the Western Mojave/Great Basin/California desert regions, and the Southern California Channel Islands coastal areas. The contractor shall perform miscellaneous environmental surveys, studies, analysis, assessments at China Lake or other sites within the CNI Southwest Region (Point Mugu, San Nicholas Island) and provide written reports and conduct other related tasks

such as, but not limited to, the work specified in subparagraphs 4.1 through 4.9. All work performed under this contract shall be defined and authorized by individual task orders.

The contractor shall comply with all relevant safety and security considerations required by the NAWS, or when working at another CNI facility with that Host's specific requirements. The contractor shall comply with all relevant NAWS range access procedures.

Task Orders may include additional requirements for contractor qualifications such as, but not limited to, Archaeological Resources Protection Act permit qualifications, U.S. Fish and Wildlife Service authorization for working with listed species, California Department of Fish and Game scientific collecting permits. Under certain conditions, Navy may also require the Contractor to be on-site within 24 - 72 hours of issuance of a task order and require the expeditious delivery of products and services for any of the following technical support areas, depending on NAWS specific needs.

4.0 TECHNICAL SUPPORT AREAS

As directed by Task Order, the Contractor shall provide support as follows:

4.1 VEGETATION AND HABITAT

4.1.1 The Contractor shall conduct studies of terrestrial, aquatic and riparian vegetation, or any combination thereof, to determine any or all of the following:

(1) presence or absence of specific species and subspecies; (2) vegetation and habitat type and characterization including statistical analysis of plant survey data; (3) relative frequency, density, distribution and other standard analytic techniques/metrics of specific species; (4) identification of rare, threatened or endangered species or other sensitive species; (5) identification of unusual plant assemblages; (6) mapping of vegetation/habitat using aerial photographs and/or Geographic Information Systems (GIS) and/or Global Positioning Systems (GPS) data.

4.1.2 The Contractor shall conduct studies of plant ecology. Examples of such types of studies are population dynamics and trend statistical analysis, phenology and micro-ecology.

4.2 WILDLIFE

4.2.1 The Contractor shall conduct studies of terrestrial, aquatic and riparian vertebrate and/or invertebrate species to determine any or all of the following: (1) presence or absence of specific species and subspecies, including distribution, densities and frequency; (2) identification of sensitive, threatened or endangered species, (3) mapping using Global Positioning Systems (GPS) and/or GIS, (4) preparation of management and/or recovery plans for listed species including threats analysis and (5) preparation of documentation in support of Endangered Species Act consultations, (6) statistical analysis of field survey data, (7) conduct radio telemetry studies for selected species, and (8) provide escort and/or technical support to other wildlife efforts supported by NAWS. The Contractor may also be required to perform habitat modifications related to both protected and non-native species. Recurring tasks include:

Technical support expectations for wildlife tasks are that a Biologist (Senior Scientist), will be required for endangered species compliance efforts, while wildlife technicians would accomplish other identified tasks such as removal of non-native species endangering local species and environment and enhancement of habitat related to protected species.

4.2.2 The Contractor shall conduct studies of wildlife ecology. Examples of such types of studies are population dynamics and trend analysis, ecological and micro-ecological requirements, habitat suitability, and habitat conditions and trends.

4.3 HISTORIC AND ARCHAEOLOGICAL RESOURCES

4.3.1 The Contractor shall conduct historic, archaeological, anthropological and paleontological resource studies, as needed by NAWS, in accordance with California State Historic Preservation Office requirements. These studies may include, but are not limited to the following: (1) resource assessments for project-specific actions being

evaluated in an environmental document including a Categorical Exclusion (CATEX), Environmental Assessments (EA) or Environmental Impact Statement (EIS); (2) historic and archaeological resource regional background overviews, literature and records searches; (3) resource management plans and historic property treatment plans; and (4) resource assessments to determine eligibility of cultural (historic) properties for listing in the National Register of Historic Places pursuant to Section 106 of the National Historic Preservation Act.

4.3.2 The Contractor shall conduct field surveys inventories of specific historic, prehistoric and paleontological archaeological resources to comply with Section 106 and Section 110 of the National Historic Preservation Act. These surveys and inventories may include, but are not limited to the following: (1) completion of formal site record forms in accordance with California State Historic Preservation Office requirements; (2) development of research design and test plans; (3) inventory test and evaluation efforts; (4) assessment of potential impacts of specific projects; (5) historical and archaeological resource records management; and, (6) preparation of National Register nomination forms for listing of properties/sites on the National Register of Historic Places; (6) prepare Historic American Buildings Survey/Historic American Engineering Record surveys as needed and in accordance with the requirements of the National Historic Preservation Act.

4.3.3 The contractor shall provide qualified individuals, such as ethnographic specialists, to support NAWS consultation efforts with Native American tribes, and assist in documentation related to Native American Graves Protection and Repatriation Act requirements.

4.3.4 The contractor shall provide qualified individuals to assist with archaeological curation efforts at NAWS China Lake. This work will include inventorying and management of large collections and associated documentation. The curator will have had technical experience with museum collections and understands the basics of curation management as found in manual DM 512 describing curation and museum management procedures. This individual would be required to be on site 20 hours per week to provide expertise and oversee volunteer efforts, which exceed 2,000 hours per year.

4.3.5 The contractor shall provide specialized scientific studies to support the above resource studies. These are may include but are not limited to: radiocarbon dating, coprolite analysis, lithic studies, paleoclimatic analysis, chemical studies, cataloguing, data entry, specialized mapping including geospatial (GIS) data, paleobotanical studies, obsidian analyses, pollen analyses, fiber studies, curation specific work, and photographic work.

4.4 GEOHYDROLOGY

4.4.1 The Contractor shall conduct geophysical and geochemical surveys of water resources. These surveys may include, but are not limited to: (1) resistivity surveys to define subsurface geologic deposits/groundwater resources at well locations, water resources near natural spring sites and riparian areas; (2) geochemical surveys in and around natural spring sites to characterize water quality types/isotopic composition and groundwater flow patterns; (3) ground water and surface water sampling at production well sites and monitoring well sites. Analysis and interpretation of the sampling results would also be included; (4) aquifer testing at monitoring wells located throughout the Indian Wells Valley; (5) waste water sampling and analysis at the Navy's reclaimed water system to include daily sampling during the summer schedule (16 April through 14 November) and sampling three times per week during the winter schedule (15 November through 15 April); (6) regional and local aquifer modeling using MODFLOW or equivalent software; (7) groundwater and surface water management plans, studies and reports; (8) historic resource data review including geologic and hydrologic resource literature and aerial photographs to be incorporated into the Navy's GIS system. GIS output could be isochemical maps, ground water contour maps, and hydrogeologic layering.

4.5 LAND MANAGEMENT

4.5.1 The Contractor shall conduct land use management studies and prepare land and /or resource management plans. These studies may include, but are not limited to: (1) wetlands identification and preservation; (2) surface and subsurface water management; (3) floodplains management; (4) soil conservation; (5) erosion control; (6) land restoration and revegetation; (7) pest and problem species management; (8) range/grazing management and (9) land use compatibility studies (map and analyze land use, zoning, ownership, compared to military operation areas or

resource sensitivity, etc.). Contractor will obtain and upgrade as necessary all field equipment, IT components, including hardware and software and other system components, required to effectively support such activities.

4.6 ENVIRONMENTAL IMPACT ANALYSIS AND DOCUMENTATION

4.6.1 The Contractor shall perform quantitative and qualitative analysis to assess the potential for impacts on environmental resources by proposed projects identified in individual task orders.

4.6.2 The Contractor shall prepare draft and final documents for Environmental Assessments (EA) and Environmental Impact Statements (EIS) which comply with National Environmental Policy Act of 1969 (NEPA) requirements as defined in OPNAVINST 5090.1B.

4.6.3 The contractor shall prepare required Air Conformity Analysis, in compliance with the Clean Air Act amendments, on proposed projects for which an environmental assessment or environmental impact statement is required.

4.7 GEOGRAPHIC INFORMATION SYSTEMS

4.7.1 The contractor shall perform quantitative and qualitative geo spatial analysis for natural and cultural resources data management and land use planning and other EPMD initiatives. Contractor shall provide maps and data sets to clients to supplement analysis as required by EPMD.

4.7.2 The contractor shall update and maintain the EPMD GIS Database and server to ensure EPMD's continuous GIS capabilities. Contractor will acquire, upgrade, and/or repair system components and software as needed to maintain operational readiness at appropriate technological levels as set forth by EPMD.

At the end of the contract, the contractor shall provide to the COR CD copies of the GIS database utilized under this contract. The CD's shall include all data, maps, drawings and any other information created, developed or provided in support of this contract. CD's shall be labeled according to contents and requirements (operating system, specific software, ect) required to run/read/write program(s). This data is to be provided to the COR within 5 working days after contract performance end date.

4.8 Program Management. The Contractor shall submit monthly written reports to the Contracting Officer and the COTR identifying the status of all active task orders. Monthly reports shall provide, at a minimum, an accurate representation of the percent complete, planned actions and funding balance for each active DO.

The contractor shall update and maintain the EPMD GIS Database and server (for equipment located off-site only) to ensure EPMD's continuous GIS capabilities. Contractor will acquire, upgrade, and/or repair system components and software (for equipment located off-site) as needed to maintain operational readiness at appropriate technological levels as set forth by EPMD.

Contractor shall obtain, upgrade, and modernize all field equipment, IT components, including hardware and software and other system components (for equipment located off-site), on a periodic basis as required to effectively support EPMD.

5.0 DOCUMENTATION

5.1 The contractor shall develop and submit work plans and or research designs to the Government for review and approval prior to the initiation of work. This requirement will be defined as elements of specific task orders.

5.2 The Contractor shall submit documentation of all work performed to the Government as defined and required by individual task orders. Such documentation may include, but is not limited to: (1) draft and final project reports (2) field notes; (3) data sheets and collected materials (soils, plants, animals, etc.); (4) photographs and photographic records; (5) hardcopy and electronic copy Geospatial (GIS) maps and related metadata; (6) sketches; (7) reports; (8) cited and reviewed literature, (9) record of personal interviews; (10) electronic media data; and (11) computer disk data.

CDRL

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA, 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.								
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: MISC				
D. SYSTEM/ITEM ENVIRONMENTAL SURVEYS, ANALYSIS AND STUDIES			E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM TECHNICAL REPORTS - STUDIES/SERVICES			3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A			5. CONTRACT REFERENCE SOW Para 3.0, 4.0, 5.2		6. REQUIRING OFFICE CODE N45NCW			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION			
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION N/A		a. ADDRESSEE	b. COPIES		
						Draft	Final	
Block 16 Remarks Block 4: May be in contractor format as long as DID is used for guidance. Block 9: Government shall provide distribution statement prior to 1st submittal. Block 12: As directed by individual TOs. Block 14: Shall be submitted in an electronic format agreed upon by both Government and Contractor prior to 1st submittal.								
					CODE N45NCW	0	1	0
					Code 210000D		LTR	ONLY
					15. TOTAL			
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 060308	I. APPROVED BY DRRB Chairperson		J. DATE 060406		

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
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	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 05-DEC-2006 TO 04-DEC-2007	N/A	N/A FOB: Destination	
0002	POP 05-DEC-2006 TO 04-DEC-2007	N/A	N/A FOB: Destination	
0003	POP 05-DEC-2007 TO 04-DEC-2008	N/A	N/A FOB: Destination	
0004	POP 05-DEC-2007 TO 04-DEC-2008	N/A	N/A FOB: Destination	
0005	POP 05-DEC-2008 TO 04-DEC-2009	N/A	N/A FOB: Destination	
0006	POP 05-DEC-2008 TO 04-DEC-2009	N/A	N/A FOB: Destination	
0007	POP 05-DEC-2009 TO 04-DEC-2010	N/A	N/A FOB: Destination	
0008	POP 05-DEC-2009 TO 04-DEC-2010	N/A	N/A FOB: Destination	
0009	POP 05-DEC-2010 TO 04-DEC-2011	N/A	N/A FOB: Destination	
0010	POP 05-DEC-2010 TO 04-DEC-2011	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

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 05 Dec 06 and shall continue to 04 Dec 07. 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 400 hours; the maximum quantity is not to exceed the ceiling of the contract.

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

(1) The period of performance for CLIN(s) 0003 and 0004 beginning 05 Dec 2007 and ending 04 Dec 2008. 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 EXTEND THE TERM OF THE CONTRACT (MAR 2000).

(2) The period of performance for CLIN(s) 0005 and 0006 beginning 05 Dec 2008 and ending 04 Dec 2009. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause 52.217-9 EXTEND THE TERM OF THE CONTRACT (MAR 2000).

(3) The period of performance for CLIN(s) 0007 and 0008 beginning 05 Dec 2009 and ending 04 Dec 2010. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause 52.217-9 EXTEND THE TERM OF THE CONTRACT (MAR 2000).

(4) The period of performance for CLIN(s) 0009 and 0010 beginning 05 Dec 2010 and ending 04 Dec 2011. 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 EXTEND THE TERM OF THE CONTRACT (MAR 2000).

Section G - Contract Administration Data

All funding will be provided in the individual task orders.

CLAUSES INCORPORATED BY FULL TEXT

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: Robin Nordberg, Sr. Contracts Manager
PHONE (BUS): 619-702-1700 ex 139
PHONE (AFTER HOURS): 619-203-5754

ALTERNATE:

NAME: Donald M. Baker, Contracts Manager
PHONE (BUS): 619-702-1700 ex 142
PHONE (AFTER HOURS): 619-997-5542

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

5252.232-9510 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) if a level of effort contract. 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.

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (OCT 2005)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) through the Navy Air Force Interface (NAFI) to the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database.

Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

5252.232-9513 INVOICING INSTRUCTIONS 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:

WAWF Invoice Type:	-- Select 2-in-1 for FFP Services Only. -- Select Combo for Supplies, or Supplies AND FFP Services. -- Select Cost Voucher for all Cost or T&M contracts or CLINs. If none of the above apply, please call 1-800-559-WAWF (9293).
Issuing Office DODAAC	Enter DODAAC of the activity issuing the contract.
Admin Office DODAAC:	Enter Admin Office DODAAC
Inspector DODAAC (usually only used when Inspector & Acceptor are different people):	Enter Inspector DODAAC, or leave blank
Ship To DODAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)	Enter DODAAC
Local Processing Office (applicable if DFAS DoDAAC begins with an “N”):	Enter LPO DODAAC (Local Admin), or leave blank (DCMA Admin)
DCAA Office DODAAC (Used on Cost Voucher’s only):	Enter DCAA Office DODAAC
Paying Office DODAAC:	Enter Paying Office DODAAC Located on Contract

(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

Each task order will specify the invoicing instructions.

5252.232-9524 ALLOTMENT OF FUNDS (NAVAIR) (OCT 2005)

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "FIXED FEE", are as follows:

ITEM(S) ALLOTTED TO FIXED FEE

[insert CLIN] \$[insert dollar amount]

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "LIMITATION OF FUNDS" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

PERIOD OF

ITEM(S) ALLOTTED TO COST PERFORMANCE

[insert CLIN] \$[insert dollar amount] [insert period]

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

Each task order will specify the allotment of funds.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(JUN 2006)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:
see BLK 6 of the SF26 of the contract (or BLK 7 of SF30, DD1155 if changed).

(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>.

5252.242-9513 FUNDING TO BE PROVIDED ON TASK ORDERS (NAVAIR) (OCT 2005)

All funding for this contract will be provided on the individual task orders. Task order 0001 issued concurrent to award of this contract meets the Government's minimum requirement.

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: contracts@epsilonsystems.com

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page.

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 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.

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

(a) As referred to in paragraph (b) of FAR Clause 52.216-22, "Indefinite Quantity" of this contract, the contract minimum quantity is a total of 400 hours of the maximum contract price or total estimated cost and fee identified in Section B for the base period only. The maximum quantity is the total "not to exceed" quantity for all items combined as set forth in the schedule. All option periods thereafter do not have a guaranteed minimum.

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

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 propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its 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 a 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, 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 11.

(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.

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT 2005)

(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 family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

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

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

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

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

contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

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

5252.243-9504 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

Mailing address:

Commander

Code 220000D, ATTN THEODORE FISKE

NAVAIR WARCENWPNSDIV

429 E. BOWEN RD. MAIL STOP 4015

CHINA LAKE, CA 93555-6108

Phone: 760-939-8182

Fax: (760)939-3095

Email theodore.fisk@navy.mil

H-TXT-03 DESIGNATION OF GOVERNMENT TECHNICAL ASSISTANT (APR 2002)

(a) The Contracting Officer hereby designates the following as Technical Assistant for this contract:

NAME: Steve Penix

CODE: N45NCW

MAIL ADDRESS: 429 E. Bowen Rd. Mail Stop 4014

Naval Air Weapons Station

China Lake CA 93555-6108

TELEPHONE NO.: (760) 939-3238

EMAIL: steve.penix@navy.mil

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

(c) When, in the opinion of the Contractor, the technical assistant or any other Government representative requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing.

(d) On all problems that pertain to contract terms and conditions, the Contractor shall contact the Contracting Officer.

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
TELEPHONE NO: (760) 939-8182
EMAIL: Theodore.fuske@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
52.203-6	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	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	JAN 2005
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-13	Subcontractor 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
52.215-18	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
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
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
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-18	Availability Of Funds	APR 1984

52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-1	Disputes	JUL 2002
52.236-12	Cleaning Up	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
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
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2004
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
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
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
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States and Canada--Submission after Award	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.247-7006	Removal of Contractor's Employees	DEC 1991
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 Base Year: 05 Dec 2006 through 04 Dec 2007.

If options are exercised, then the option periods are as follows:

Option Year One: 05 Dec 2007 through 04 Dec 2008

Option Year Two: 05 Dec 2008 through 04 Dec 2009
Option Year Three: 05 Dec 2009 through 04 Dec 2010
Option Year Four: 05 Dec 2010 through 04 Dec 2011

(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 \$2,500.00, 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 contract ceiling;

(2) Any order for a combination of items in excess of contract ceiling; or

(3) A series of orders from the same ordering office within 1 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.

52.216-22 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 90 days after contract or last option year exercised end date.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) - ALT II (OCT 2001)

(a) This clause does not apply to small business concerns.

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

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns;
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
- (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
- (vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

- (i) Small business concerns,
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;

- (v) Small disadvantaged business concerns, and
 - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will --
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
 - (iv) Ensure that its subcontractors agree to submit SF 294 and 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

- (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --
 - (A) Whether small business concerns were solicited and if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and if not, why not;
 - (F) Whether women-owned small business concerns were solicited and if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact --
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
 - (v) Records of internal guidance and encouragement provided to buyers through --
 - (A) Workshops, seminars, training, etc., and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
 - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --
- (1) The master plan has been approved;
 - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for

subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with --

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

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 _____() 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.

52.232-22 LIMITATION OF FUNDS (APR 1984)

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

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

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

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

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

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

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

52.244-2 SUBCONTRACTS (AUG 1998) - ALT I (JAN 2006)

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

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds--

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

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

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

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

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

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

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

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

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

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: none

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.

252.204-7006 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.