

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 87	
2. CONTRACT NO. FA4890-06-D-0008-P0001		3. SOLICITATION NO. FA4890-05-R-0162	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 06 Sep 2005	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY ACC CONSLGCE 130 DOUGLAS ST, SUITE 401 LANGLEY AFB VA 23665 CODE FA4890			8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE		
TEL: (757) 764-7581 FAX: (757) 764-0905					TEL: FAX		

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

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in the address in item 7 until 04:00 PM local time 12 Oct 2005
(Hour) (Date)

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

10. FOR INFORMATION CALL:		A. NAME DAVID W. VILLARREAL	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 757-764-7581	C. E-MAIL ADDRESS david.villarreal@langley.af.mil
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OFFER (Must be fully completed by offeror)

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

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

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

15A. NAME AND ADDRESS OF OFFEROR INNOVATIVE TECHNICAL SOLUTIONS, INC. JOHN ENGLAND DBA: ITSJ 2730 SHADELANDS DR #100 WALNUT CREEK CA 94598-2515		CODE 012A2	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
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15B. TELEPHONE NO (Include area code) 303-858-0965	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED All	20. AMOUNT \$500,000,000.00 EST	21. ACCOUNTING AND APPROPRIATION	
22. 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)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) See Item 7		25. PAYMENT WILL BE MADE BY DFAS LI-FP 27 ARKANSAS RD LIMESTONE ME 04571-1500	CODE F67100
26. NAME OF CONTRACTING OFFICER (Type or print) HELEN VAUGHN TEL: 757-225-3165 EMAIL: helen.vaughn@langley.af.mil		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE 29-Sep-2006

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

Section A - Solicitation/Contract Form

SUMMARY OF CHANGES

The purpose of this modification is to add an additional contract type, modify CLINs in Section B, add paragraph 1.1.2.2.1.5 Cost Plus Incentive Fee to Section H, Delete e. of the Fair Opportunity Clause under section H, and incorporate Key Personnel in to Section H-005.

A. Section B-Supplies or Services and Prices- Add CLIN 0008-7008 - Cost Plus Incentive Fee Task Orders in the amount of \$75,000,000. Est.

B. Section B- Supplies or Services and Prices – Decrease CLIN 0001 from \$301,000,000. Est. to read \$226,000,000. Est. A decrease of \$75,000,000.

C. Section H. 1.1.2 Contractor Submission of Task Order Proposals -Add the following: 1.1.2.2.1.5 Cost Plus Incentive Fee (CPIF). A Cost Plus Incentive Fee contract is a cost-reimbursement contract that provides for the initially negotiated fee to be adjusted later by a formula based on the relationship of total allowable costs to total target costs.

D. Section H- 1.2 Fair Opportunity to be Considered and Task Order Awards: 1.2.1 Contract Clause: Delete the following: (e) the individual requirement is suitable to be set-aside for small businesses and/or 8(a) concerns.

E. Section H -005(d)- Key Personnel- incorporate the following Key Personnel - See Attachment 3- Table of Key Personnel.

All other terms and conditions remain unchanged.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		1	Lump Sum	\$226,000,000.00	\$226,000,000.00 EST

Firm Fixed Priced Task Orders
FFP

The contractor shall provide the necessary effort for environmental remediation, construction, and design-build projects at various locations set forth in Attachment 1, Statement of Work (SOW), dated 1 Sep 05, and attached to Section J. Specific work and the total amount shall be defined in individual task orders issued pursuant to FAR 52.216-18, "Ordering," and IAW the Task Order SOW or Statement of Objectives (SOO).

FOB: Destination

MAX NET AMT	\$226,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

Cost - Labor Hours
COST

This CLIN is for Cost, Labor hour TO's from the Table B-1 of the Basic Contract. The Estimated rate could be based on Funded \$\$ or Labor Hours per TO based on pre-priced rates.

FOB: Destination

MAX COST	\$50,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

Cost - Travel

COST

Cost per JTR Volume 2 and Travel Handling Rate included. The government may provide the \$\$ Funded amount per TO or estimated times, places and number of personnel required to travel for each TO.

FOB: Destination

MAX COST \$10,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

Cost - Material

COST

Materials other than construction shall be issued against this CLIN. The above CLIN number will be used through out the life of the contract.

FOB: Destination

MAX COST \$9,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

Cost plus Fixed Fee Task Orders

CPFF

Individual task orders may be negotiated on a CPFF basis against this CLIN. Fixed fees will be separately identified on individual task orders. The fixed fees will be negotiated and the amount fixed before the contracting officer issues individual task order award. Certified cost and pricing data may be required on an individual task order basis. The above CLIN number will be used throughout the life of the contract

FOB: Destination

MAX COST	\$65,000,000.00 (EST.)
FIXED FEE	\$0.00
TOTAL MAX COST + FEE	\$65,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		UNDEFINED	Lump Sum		NSP

Data
FFP

The contractor shall provide specific data requirements that will be identified on individual task orders. This CLIN is Not Separately Priced (NSP). The prices associated with this CLIN are to be included with the funding for CLIN 0001.

FOB: Destination

MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

Fixed Priced Incentive Task Orders

FPI

The contractor shall provide the necessary effort for environmental remediation, construction, and design-build projects at various locations set forth in Attachment 1, Statement of Work (SOW), dated 1 Sep 05, and attached to Section J. Specific work and the total amount shall be defined in individual task orders issued pursuant to FAR 52.216-18, "Ordering," and IAW the Task Order SOW or Statement of Objectives (SOO).

FOB: Destination

TARGET COST	\$65,000,000.00 (EST.)
TARGET PROFIT	\$0.00
TOTAL TARGET PRICE	<hr/> \$65,000,000.00 (EST.)
CEILING PRICE	UNDEFINED
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

Cost Plus Incentive Fee Task Orders
CPIF

Individual task orders may be negotiated on a CPIF basis against this CLIN. Incentive fees will be initially negotiated and adjusted later by a formula based on the relationship of total allowable costs to total target costs. These fees will be negotiated and identified on each individual task orders. Certified cost and pricing data may be required on an individual task order basis. The above CLIN number will be used through out the life of the contract.

FOB: Destination

TARGET COST	\$75,000,000.00 (EST.)
TARGET FEE	\$0.00
TOTAL TGT COST + FEE	<u>\$75,000,000.00 (EST.)</u>
MINIMUM FEE	\$(EST.)
MAXIMUM FEE	\$(EST.)
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001		1	Lump Sum	\$226,000,000.00	\$226,000,000.00 EST

OPTION Firm Fixed Priced Task Orders
FFP

The contractor shall provide the necessary effort for environmental remediation, construction, and design-build projects at various locations set forth in Attachment 1, Statement of Work (SOW), dated 1 Sep 05, and attached to Section J. Specific work and the total amount shall be defined in individual task orders issued pursuant to FAR 52.216-18, "Ordering," and IAW the Task Order SOW or Statement of Objectives (SOO).

FOB: Destination

MAX NET AMT	\$226,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Cost - Labor Hours COST				
	This CLIN is for Cost, Labor hour TO's from the Table B-1 of the Basic Contract. The Estimated rate could be based on Funded \$\$ or Labor Hours per TO based on pre-priced rates.				
	FOB: Destination				
				MAX COST	\$50,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Cost - Travel COST				
	Cost per JTR Volume 2 and Travel Handling Rate included. The government may provide the \$\$ Funded amount per TO or estimated times, places and number of personnel required to travel for each TO.				
	FOB: Destination				
				MAX COST	\$10,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Cost - Material COST				
	Materials other than construction shall be issued against this CLIN. The above CLIN number will be used through out the life of the contract.				
	FOB: Destination				
				MAX COST	\$9,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Cost plus Fixed Fee Task Orders CPFF				
	Individual task orders may be negotiated on a CPFF basis against this CLIN. Fixed fees will be separately identified on individual task orders. The fixed fees will be negotiated and the amount fixed before the contracting officer issues individual task order award. Certified cost and pricing data may be required on an individual task order basis. The above CLIN number will be used through out the life of the contract				
	FOB: Destination				
				MAX COST	\$65,000,000.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL MAX COST + FEE	<u>\$65,000,000.00 (EST.)</u>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006		UNDEFINED	Lump Sum		NSP

OPTION Data
FFP
The contractor shall provide specific data requirements that will be identified on individual task orders. This CLIN is Not Separately Priced (NSP). The prices associated with this CLIN are to be included with the funding for CLIN 0001.
FOB: Destination

MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1007		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Fixed Priced Incentive Task Orders
FPI
The contractor shall provide the necessary effort for environmental remediation, construction, and design-build projects at various locations set forth in Attachment 1, Statement of Work (SOW), dated 1 Sep 05, and attached to Section J. Specific work and the total amount shall be defined in individual task orders issued pursuant to FAR 52.216-18, "Ordering," and IAW the Task Order SOW or Statement of Objectives (SOO).
FOB: Destination

TARGET COST	\$65,000,000.00 (EST.)
TARGET PROFIT	\$0.00
TOTAL TARGET PRICE	\$65,000,000.00 (EST.)
CEILING PRICE	UNDEFINED
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1008		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost Plus Incentive Fee Task Orders
CPIF

Individual task orders may be negotiated on a CPIF basis against this CLIN. Incentive fees will be initially negotiated and adjusted later by a formula based on the relationship of total allowable costs to total target costs. These fees will be negotiated and identified on each individual task orders. Certified cost and pricing data may be required on an individual task order basis. The above CLIN number will be used through out the life of the contract.

FOB: Destination

TARGET COST	\$75,000,000.00 (EST.)
TARGET FEE	\$0.00
TOTAL TGT COST + FEE	<u>\$75,000,000.00 (EST.)</u>
MINIMUM FEE	\$(EST.)
MAXIMUM FEE	\$(EST.)
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001		1	Lump Sum	\$226,000,000.00	\$226,000,000.00 EST

OPTION Firm Fixed Priced Task Orders
FFP

The contractor shall provide the necessary effort for environmental remediation, construction, and design-build projects at various locations set forth in Attachment 1, Statement of Work (SOW), dated 1 Sep 05, and attached to Section J. Specific work and the total amount shall be defined in individual task orders issued pursuant to FAR 52.216-18, "Ordering," and IAW the Task Order SOW or Statement of Objectives (SOO).

FOB: Destination

MAX NET AMT	\$226,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Cost - Labor Hours COST				
	This CLIN is for Cost, Labor hour TO's from the Table B-1 of the Basic Contract. The Estimated rate could be based on Funded \$\$ or Labor Hours per TO based on pre-priced rates.				
	FOB: Destination				
				MAX COST	\$50,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Cost - Travel COST				
	Cost per JTR Volume 2 and Travel Handling Rate included. The government may provide the \$\$ Funded amount per TO or estimated times, places and number of personnel required to travel for each TO.				
	FOB: Destination				
				MAX COST	\$10,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Cost - Material COST				
	Materials other than construction shall be issued against this CLIN. The above CLIN number will be used through out the life of the contract.				
	FOB: Destination				
				MAX COST	\$9,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Cost plus Fixed Fee Task Orders CPFF				
	Individual task orders may be negotiated on a CPFF basis against this CLIN. Fixed fees will be separately identified on individual task orders. The fixed fees will be negotiated and the amount fixed before the contracting officer issues individual task order award. Certified cost and pricing data may be required on an individual task order basis. The above CLIN number will be used through out the life of the contract				
	FOB: Destination				
				MAX COST	\$65,000,000.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL MAX COST + FEE	<u>\$65,000,000.00 (EST.)</u>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2006		UNDEFINED	Lump Sum		NSP

OPTION Data
FFP
The contractor shall provide specific data requirements that will be identified on individual task orders. This CLIN is Not Separately Priced (NSP). The prices associated with this CLIN are to be included with the funding for CLIN 0001.
FOB: Destination

MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2007		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Fixed Priced Incentive Task Orders
FPI
The contractor shall provide the necessary effort for environmental remediation, construction, and design-build projects at various locations set forth in Attachment 1, Statement of Work (SOW), dated 1 Sep 05, and attached to Section J. Specific work and the total amount shall be defined in individual task orders issued pursuant to FAR 52.216-18, "Ordering," and IAW the Task Order SOW or Statement of Objectives (SOO).
FOB: Destination

TARGET COST	\$65,000,000.00 (EST.)
TARGET PROFIT	\$0.00
TOTAL TARGET PRICE	\$65,000,000.00 (EST.)
CEILING PRICE	UNDEFINED
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2008		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost Plus Incentive Fee Task Orders
CPIF

Individual task orders may be negotiated on a CPIF basis against this CLIN. Incentive fees will be initially negotiated and adjusted later by a formula based on the relationship of total allowable costs to total target costs. These fees will be negotiated and identified on each individual task orders. Certified cost and pricing data may be required on an individual task order basis. The above CLIN number will be used through out the life of the contract.

FOB: Destination

TARGET COST	\$75,000,000.00 (EST.)
TARGET FEE	\$0.00
TOTAL TGT COST + FEE	<u>\$75,000,000.00 (EST.)</u>
MINIMUM FEE	\$(EST.)
MAXIMUM FEE	\$(EST.)
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001		1	Lump Sum	\$226,000,000.00	\$226,000,000.00 EST

OPTION Firm Fixed Priced Task Orders
FFP

The contractor shall provide the necessary effort for environmental remediation, construction, and design-build projects at various locations set forth in Attachment 1, Statement of Work (SOW), dated 1 Sep 05, and attached to Section J. Specific work and the total amount shall be defined in individual task orders issued pursuant to FAR 52.216-18, "Ordering," and IAW the Task Order SOW or Statement of Objectives (SOO).

FOB: Destination

MAX NET AMT	\$226,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Cost - Labor Hours COST				
	This CLIN is for Cost, Labor hour TO's from the Table B-1 of the Basic Contract. The Estimated rate could be based on Funded \$\$ or Labor Hours per TO based on pre-priced rates.				
	FOB: Destination				
				MAX COST	\$50,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Cost - Travel COST				
	Cost per JTR Volume 2 and Travel Handling Rate included. The government may provide the \$\$ Funded amount per TO or estimated times, places and number of personnel required to travel for each TO.				
	FOB: Destination				
				MAX COST	\$10,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost - Material
COST

Materials other than construction shall be issued against this CLIN. The above CLIN number will be used through out the life of the contract.

FOB: Destination

MAX COST	\$9,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3005		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost plus Fixed Fee Task Orders
CPFF

Individual task orders may be negotiated on a CPFF basis against this CLIN. Fixed fees will be separately identified on individual task orders. The fixed fees will be negotiated and the amount fixed before the contracting officer issues individual task order award. Certified cost and pricing data may be required on an individual task order basis. The above CLIN number will be used through out the life of the contract

FOB: Destination

MAX COST	\$65,000,000.00 (EST.)
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FIXED FEE	\$0.00
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TOTAL MAX COST + FEE	\$65,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3006		UNDEFINED	Lump Sum		NSP

OPTION Data
FFP
The contractor shall provide specific data requirements that will be identified on individual task orders. This CLIN is Not Separately Priced (NSP). The prices associated with this CLIN are to be included with the funding for CLIN 0001.
FOB: Destination

MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3007		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Fixed Priced Incentive Task Orders
FPI
The contractor shall provide the necessary effort for environmental remediation, construction, and design-build projects at various locations set forth in Attachment 1, Statement of Work (SOW), dated 1 Sep 05, and attached to Section J. Specific work and the total amount shall be defined in individual task orders issued pursuant to FAR 52.216-18, "Ordering," and IAW the Task Order SOW or Statement of Objectives (SOO).
FOB: Destination

TARGET COST	\$65,000,000.00 (EST.)
TARGET PROFIT	\$0.00
TOTAL TARGET PRICE	\$65,000,000.00 (EST.)
CEILING PRICE	UNDEFINED
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3008		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost Plus Incentive Fee Task Orders
CPIF

Individual task orders may be negotiated on a CPIF basis against this CLIN. Incentive fees will be initially negotiated and adjusted later by a formula based on the relationship of total allowable costs to total target costs. These fees will be negotiated and identified on each individual task orders. Certified cost and pricing data may be required on an individual task order basis. The above CLIN number will be used through out the life of the contract.

FOB: Destination

TARGET COST	\$75,000,000.00 (EST.)
TARGET FEE	\$0.00
TOTAL TGT COST + FEE	<u>\$75,000,000.00 (EST.)</u>
MINIMUM FEE	\$(EST.)
MAXIMUM FEE	\$(EST.)
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001		1	Lump Sum	\$226,000,000.00	\$226,000,000.00 EST

OPTION Firm Fixed Priced Task Orders
FFP

The contractor shall provide the necessary effort for environmental remediation, construction, and design-build projects at various locations set forth in Attachment 1, Statement of Work (SOW), dated 1 Sep 05, and attached to Section J. Specific work and the total amount shall be defined in individual task orders issued pursuant to FAR 52.216-18, "Ordering," and IAW the Task Order SOW or Statement of Objectives (SOO).

FOB: Destination

MAX NET AMT	\$226,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Cost - Labor Hours COST				
	This CLIN is for Cost, Labor hour TO's from the Table B-1 of the Basic Contract. The Estimated rate could be based on Funded \$\$ or Labor Hours per TO based on pre-priced rates. FOB: Destination				
				MAX COST	\$50,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED
OPTION	Cost - Travel COST				
	Cost per JTR Volume 2 and Travel Handling Rate included. The government may provide the \$\$ Funded amount per TO or estimated times, places and number of personnel required to travel for each TO. FOB: Destination				
				MAX COST	\$10,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost - Material
COST

Materials other than construction shall be issued against this CLIN. The above CLIN number will be used through out the life of the contract.

FOB: Destination

MAX COST \$9,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4005		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost plus Fixed Fee Task Orders
CPFF

Individual task orders may be negotiated on a CPFF basis against this CLIN. Fixed fees will be separately identified on individual task orders. The fixed fees will be negotiated and the amount fixed before the contracting officer issues individual task order award. Certified cost and pricing data may be required on an individual task order basis. The above CLIN number will be used through out the life of the contract

FOB: Destination

MAX COST \$65,000,000.00 (EST.)

FIXED FEE \$0.00

TOTAL MAX COST + FEE \$65,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4006		UNDEFINED	Lump Sum		NSP

OPTION Data
FFP
The contractor shall provide specific data requirements that will be identified on individual task orders. This CLIN is Not Separately Priced (NSP). The prices associated with this CLIN are to be included with the funding for CLIN 0001.
FOB: Destination

MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4007		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Fixed Priced Incentive Task Orders
FPI
The contractor shall provide the necessary effort for environmental remediation, construction, and design-build projects at various locations set forth in Attachment 1, Statement of Work (SOW), dated 1 Sep 05, and attached to Section J. Specific work and the total amount shall be defined in individual task orders issued pursuant to FAR 52.216-18, "Ordering," and IAW the Task Order SOW or Statement of Objectives (SOO).
FOB: Destination

TARGET COST	\$65,000,000.00 (EST.)
TARGET PROFIT	\$0.00
TOTAL TARGET PRICE	\$65,000,000.00 (EST.)
CEILING PRICE	UNDEFINED
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4008		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost Plus Incentive Fee Task Orders
CPIF

Individual task orders may be negotiated on a CPIF basis against this CLIN. Incentive fees will be initially negotiated and adjusted later by a formula based on the relationship of total allowable costs to total target costs. These fees will be negotiated and identified on each individual task orders. Certified cost and pricing data may be required on an individual task order basis. The above CLIN number will be used through out the life of the contract.

FOB: Destination

TARGET COST	\$75,000,000.00 (EST.)
TARGET FEE	\$0.00
TOTAL TGT COST + FEE	<hr/> \$75,000,000.00 (EST.)
MINIMUM FEE	\$ (EST.)
MAXIMUM FEE	\$ (EST.)
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5001		1	Lump Sum	\$226,000,000.00	\$226,000,000.00 EST

OPTION Firm Fixed Priced Task Orders
FFP
The contractor shall provide the necessary effort for environmental remediation, construction, and design-build projects at various locations set forth in Attachment 1, Statement of Work (SOW), dated 1 Sep 05, and attached to Section J. Specific work and the total amount shall be defined in individual task orders issued pursuant to FAR 52.216-18, "Ordering," and IAW the Task Order SOW or Statement of Objectives (SOO).
FOB: Destination

MAX NET AMT	\$226,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5002		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost - Labor Hours
COST
This CLIN is for Cost, Labor hour TO's from the Table B-1 of the Basic Contract. The Estimated rate could be based on Funded \$\$ or Labor Hours per TO based on pre-priced rates.
FOB: Destination

MAX COST	\$50,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5003		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost - Travel
COST

Cost per JTR Volume 2 and Travel Handling Rate included. The government may provide the \$\$ Funded amount per TO or estimated times, places and number of personnel required to travel for each TO.

FOB: Destination

MAX COST \$10,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5004		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost - Material
COST

Materials other than construction shall be issued against this CLIN. The above CLIN number will be used through out the life of the contract.

FOB: Destination

MAX COST \$9,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5005		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost plus Fixed Fee Task Orders
CPFF

Individual task orders may be negotiated on a CPFF basis against this CLIN. Fixed fees will be separately identified on individual task orders. The fixed fees will be negotiated and the amount fixed before the contracting officer issues individual task order award. Certified cost and pricing data may be required on an individual task order basis. The above CLIN number will be used throughout the life of the contract

FOB: Destination

MAX COST	\$65,000,000.00 (EST.)
FIXED FEE	\$0.00
TOTAL MAX COST + FEE	<u>\$65,000,000.00 (EST.)</u>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5006		UNDEFINED	Lump Sum		NSP

OPTION Data
FFP

The contractor shall provide specific data requirements that will be identified on individual task orders. This CLIN is Not Separately Priced (NSP). The prices associated with this CLIN are to be included with the funding for CLIN 0001.

FOB: Destination

MAX NET AMT	<u>\$0.00</u>
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5007		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Fixed Priced Incentive Task Orders

FPI

The contractor shall provide the necessary effort for environmental remediation, construction, and design-build projects at various locations set forth in Attachment 1, Statement of Work (SOW), dated 1 Sep 05, and attached to Section J. Specific work and the total amount shall be defined in individual task orders issued pursuant to FAR 52.216-18, "Ordering," and IAW the Task Order SOW or Statement of Objectives (SOO).

FOB: Destination

TARGET COST	\$65,000,000.00 (EST.)
TARGET PROFIT	\$0.00
TOTAL TARGET PRICE	<u>\$65,000,000.00 (EST.)</u>
CEILING PRICE	UNDEFINED
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5008		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost Plus Incentive Fee Task Orders
CPIF

Individual task orders may be negotiated on a CPIF basis against this CLIN. Incentive fees will be initially negotiated and adjusted later by a formula based on the relationship of total allowable costs to total target costs. These fees will be negotiated and identified on each individual task orders. Certified cost and pricing data may be required on an individual task order basis. The above CLIN number will be used through out the life of the contract.

FOB: Destination

TARGET COST	\$75,000,000.00 (EST.)
TARGET FEE	\$0.00
TOTAL TGT COST + FEE	<u>\$75,000,000.00 (EST.)</u>
MINIMUM FEE	\$ (EST.)
MAXIMUM FEE	\$ (EST.)
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6001		1	Lump Sum	\$226,000,000.00	\$226,000,000.00 EST

OPTION Firm Fixed Priced Task Orders
FFP
The contractor shall provide the necessary effort for environmental remediation, construction, and design-build projects at various locations set forth in Attachment 1, Statement of Work (SOW), dated 1 Sep 05, and attached to Section J. Specific work and the total amount shall be defined in individual task orders issued pursuant to FAR 52.216-18, "Ordering," and IAW the Task Order SOW or Statement of Objectives (SOO).
FOB: Destination

MAX NET AMT	\$226,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6002		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost - Labor Hours
COST
This CLIN is for Cost, Labor hour TO's from the Table B-1 of the Basic Contract. The Estimated rate could be based on Funded \$\$ or Labor Hours per TO based on pre-priced rates.
FOB: Destination

MAX COST	\$50,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6003		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost - Travel
COST

Cost per JTR Volume 2 and Travel Handling Rate included. The government may provide the \$\$ Funded amount per TO or estimated times, places and number of personnel required to travel for each TO.

FOB: Destination

MAX COST \$10,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6004		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost - Material
COST

Materials other than construction shall be issued against this CLIN. The above CLIN number will be used through out the life of the contract.

FOB: Destination

MAX COST \$9,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6005		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost plus Fixed Fee Task Orders
CPFF

Individual task orders may be negotiated on a CPFF basis against this CLIN. Fixed fees will be separately identified on individual task orders. The fixed fees will be negotiated and the amount fixed before the contracting officer issues individual task order award. Certified cost and pricing data may be required on an individual task order basis. The above CLIN number will be used throughout the life of the contract

FOB: Destination

MAX COST	\$65,000,000.00 (EST.)
FIXED FEE	\$0.00
TOTAL MAX COST + FEE	<u>\$65,000,000.00 (EST.)</u>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6006		UNDEFINED	Lump Sum		NSP

OPTION Data
FFP

The contractor shall provide specific data requirements that will be identified on individual task orders. This CLIN is Not Separately Priced (NSP). The prices associated with this CLIN are to be included with the funding for CLIN 0001.

FOB: Destination

MAX NET AMT	<u>\$0.00</u>
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6007		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Fixed Priced Incentive Task Orders

FPI

The contractor shall provide the necessary effort for environmental remediation, construction, and design-build projects at various locations set forth in Attachment 1, Statement of Work (SOW), dated 1 Sep 05, and attached to Section J. Specific work and the total amount shall be defined in individual task orders issued pursuant to FAR 52.216-18, "Ordering," and IAW the Task Order SOW or Statement of Objectives (SOO).

FOB: Destination

TARGET COST	\$65,000,000.00 (EST.)
TARGET PROFIT	\$0.00
TOTAL TARGET PRICE	<u>\$65,000,000.00 (EST.)</u>
CEILING PRICE	UNDEFINED
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6008		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost Plus Incentive Fee Task Orders
CPIF

Individual task orders may be negotiated on a CPIF basis against this CLIN. Incentive fees will be initially negotiated and adjusted later by a formula based on the relationship of total allowable costs to total target costs. These fees will be negotiated and identified on each individual task orders. Certified cost and pricing data may be required on an individual task order basis. The above CLIN number will be used through out the life of the contract.

FOB: Destination

TARGET COST	\$75,000,000.00 (EST.)
TARGET FEE	\$0.00
TOTAL TGT COST + FEE	<u>\$75,000,000.00 (EST.)</u>
MINIMUM FEE	\$ (EST.)
MAXIMUM FEE	\$ (EST.)
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7001		1	Lump Sum	\$226,000,000.00	\$226,000,000.00 EST

OPTION Firm Fixed Priced Task Orders
FFP
The contractor shall provide the necessary effort for environmental remediation, construction, and design-build projects at various locations set forth in Attachment 1, Statement of Work (SOW), dated 1 Sep 05, and attached to Section J. Specific work and the total amount shall be defined in individual task orders issued pursuant to FAR 52.216-18, "Ordering," and IAW the Task Order SOW or Statement of Objectives (SOO).
FOB: Destination

MAX NET AMT	\$226,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7002		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost - Labor Hours
COST
This CLIN is for Cost, Labor hour TO's from the Table B-1 of the Basic Contract. The Estimated rate could be based on Funded \$\$ or Labor Hours per TO based on pre-priced rates.
FOB: Destination

MAX COST	\$50,000,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7003		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost - Travel
COST

Cost per JTR Volume 2 and Travel Handling Rate included. The government may provide the \$\$ Funded amount per TO or estimated times, places and number of personnel required to travel for each TO.

FOB: Destination

MAX COST \$10,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7004		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost - Material
COST

Materials other than construction shall be issued against this CLIN. The above CLIN number will be used through out the life of the contract.

FOB: Destination

MAX COST \$9,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7005		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost plus Fixed Fee Task Orders
CPFF

Individual task orders may be negotiated on a CPFF basis against this CLIN. Fixed fees will be separately identified on individual task orders. The fixed fees will be negotiated and the amount fixed before the contracting officer issues individual task order award. Certified cost and pricing data may be required on an individual task order basis. The above CLIN number will be used throughout the life of the contract

FOB: Destination

MAX COST	\$65,000,000.00 (EST.)
FIXED FEE	\$0.00
TOTAL MAX COST + FEE	\$65,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7006		UNDEFINED	Lump Sum		NSP

OPTION Data
FFP

The contractor shall provide specific data requirements that will be identified on individual task orders. This CLIN is Not Separately Priced (NSP). The prices associated with this CLIN are to be included with the funding for CLIN 0001. FOB: Destination

MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7007		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Fixed Priced Incentive Task Orders

FPI

The contractor shall provide the necessary effort for environmental remediation, construction, and design-build projects at various locations set forth in Attachment 1, Statement of Work (SOW), dated 1 Sep 05, and attached to Section J. Specific work and the total amount shall be defined in individual task orders issued pursuant to FAR 52.216-18, "Ordering," and IAW the Task Order SOW or Statement of Objectives (SOO).

FOB: Destination

TARGET COST	\$65,000,000.00 (EST.)
TARGET PROFIT	\$0.00
TOTAL TARGET PRICE	<u>\$65,000,000.00 (EST.)</u>
CEILING PRICE	UNDEFINED
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7008		UNDEFINED	Lump Sum	UNDEFINED	UNDEFINED

OPTION Cost Plus Incentive Fee Task Orders
CPIF

Individual task orders may be negotiated on a CPIF basis against this CLIN. Incentive fees will be initially negotiated and adjusted later by a formula based on the relationship of total allowable costs to total target costs. These fees will be negotiated and identified on each individual task orders. Certified cost and pricing data may be required on an individual task order basis. The above CLIN number will be used through out the life of the contract.

FOB: Destination

TARGET COST	\$75,000,000.00 (EST.)
TARGET FEE	\$0.00
TOTAL TGT COST + FEE	<u>\$75,000,000.00 (EST.)</u>
MINIMUM FEE	\$ (EST.)
MAXIMUM FEE	\$ (EST.)
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

TABLE B-1

TABLE B-1 DBR2 FULLY BURDENED LABOR RATES

Base year and Option Years 1-7 to include material handling and travel handling rates.

Labor Category	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5	Option Year 6	Option Year 7
Program Manager*	\$140.79	\$145.57	\$150.53	\$155.64	\$160.93	\$166.41	\$172.07	\$177.91
Project Manager*	\$116.65	\$120.62	\$124.72	\$128.96	\$133.34	\$137.87	\$142.56	\$147.41
Program QA/QC Manager*	\$111.07	\$114.85	\$118.76	\$122.79	\$126.96	\$131.28	\$135.75	\$140.36
Certified Industrial Hygienist*	\$130.07	\$134.49	\$139.07	\$143.80	\$148.69	\$153.75	\$158.97	\$164.38
Architect, Senior	\$111.30	\$115.10	\$119.01	\$123.04	\$127.23	\$131.57	\$136.03	\$140.65
Architect, Mid	\$ 87.79	\$90.78	\$93.87	\$97.06	\$100.36	\$103.77	\$107.29	\$110.95
CADD/GIS Operator, Mid	\$71.15	\$73.57	\$76.09	\$78.67	\$81.35	\$84.11	\$86.96	\$89.92
CADD/GIS Operator, Junior	\$58.19	\$60.18	\$62.22	\$64.33	\$66.52	\$68.77	\$71.12	\$73.54
Chemical/Mechanical/Electrical Engineer, Senior	\$114.21	\$118.10	\$122.12	\$126.27	\$130.56	\$135.00	\$139.59	\$144.33
Chemical/Mechanical/Electrical Engineer, Mid	\$81.50	\$84.27	\$87.15	\$90.11	\$93.16	\$96.34	\$99.62	\$103.00
Chemical/Mechanical/Electrical Engineer, Junior	\$59.44	\$61.45	\$63.56	\$65.71	\$67.94	\$70.25	\$72.64	\$75.11
Civil/Environmental/Geotechnical Engineer, Senior	\$114.21	\$118.10	\$122.12	\$126.27	\$130.56	\$135.00	\$139.59	\$144.33
Civil/Environmental/Geotechnical Engineer, Mid	\$89.47	\$92.51	\$95.66	\$98.91	\$102.28	\$105.75	\$109.35	\$113.07
Civil/Environmental/Geotechnical Engineer, Junior	\$55.46	\$57.34	\$59.29	\$61.30	\$63.39	\$65.55	\$67.77	\$70.07
Construction Inspector, Mid	\$68.49	\$70.82	\$73.23	\$75.72	\$78.29	\$80.95	\$83.70	\$86.55
Construction Manager/Supervisor, Senior	\$116.79	\$120.77	\$124.87	\$129.12	\$133.51	\$138.06	\$142.74	\$147.59
Construction Technician, Senior	\$63.30	\$65.45	\$67.67	\$69.97	\$72.35	\$74.81	\$77.35	\$79.98
Construction Technician, Mid	\$46.07	\$47.64	\$49.26	\$50.93	\$52.66	\$54.46	\$56.31	\$58.22
Construction Technician, Junior	\$30.63	\$31.67	\$32.75	\$33.86	\$35.01	\$36.20	\$37.43	\$38.71
Contract Admin/Procurement, Mid	\$81.71	\$84.49	\$87.36	\$90.33	\$93.40	\$96.58	\$99.87	\$103.26
Engineering Technician, Senior	\$74.79	\$77.33	\$79.96	\$82.67	\$85.49	\$88.40	\$91.40	\$94.50
Engineering Technician, Mid	\$59.98	\$62.02	\$64.13	\$66.31	\$68.57	\$70.89	\$73.31	\$75.79
Engineering Technician, Junior	\$45.75	\$47.30	\$48.92	\$50.58	\$52.30	\$54.08	\$55.92	\$57.81
Environmental Scientist, Senior	\$89.01	\$92.04	\$95.17	\$98.41	\$101.76	\$105.21	\$108.79	\$112.49
Environmental Scientist, Mid	\$68.10	\$70.42	\$72.80	\$75.29	\$77.85	\$80.49	\$83.23	\$86.06
Environmental Scientist, Junior	\$49.43	\$51.13	\$52.86	\$54.65	\$56.52	\$58.44	\$60.43	\$62.48
Estimator, Senior	\$115.45	\$119.38	\$123.44	\$127.65	\$131.98	\$136.46	\$141.10	\$145.91
Estimator, Mid	\$71.44	\$73.87	\$76.38	\$78.98	\$81.66	\$84.43	\$87.31	\$90.28
Health & Safety Manager, Senior	\$130.07	\$134.49	\$139.07	\$143.80	\$148.69	\$153.75	\$158.97	\$164.38
Health & Safety Manager, Mid	\$84.41	\$87.29	\$90.26	\$93.32	\$96.49	\$99.77	\$103.17	\$106.67
Health Physicist, Senior	\$135.23	\$139.82	\$144.58	\$149.48	\$154.57	\$159.83	\$165.26	\$170.88
Health Physicist, Mid	\$77.61	\$80.24	\$82.98	\$85.78	\$88.71	\$91.72	\$94.84	\$98.06
Health Physicist, Junior	\$57.24	\$59.18	\$61.19	\$63.28	\$65.43	\$67.65	\$69.95	\$72.33
Public Relations / Affairs	\$80.97	\$83.72	\$86.57	\$89.52	\$92.56	\$95.70	\$98.96	\$102.33

Section C - Descriptions and Specifications

STATEMENT OF WORK

C-001 STATEMENT OF WORK (JUN 2005)

The SOW, dated 1 Sep 05, is referenced in Section J as Attachment 1.

INCORPORATION OF PROPOSAL

Contractor's final proposal revisions dated August 16, 2006, to include initial proposal and responses to evaluation notices, are incorporated herein by reference.

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	N/A	N/A	N/A	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	N/A	N/A	N/A	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	N/A	N/A	N/A	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	N/A	N/A	N/A	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	N/A	N/A	N/A	Government
5001	Destination	Government	Destination	Government
5002	Destination	Government	Destination	Government
5003	Destination	Government	Destination	Government

5004	Destination	Government	Destination	Government
5005	Destination	Government	Destination	Government
5006	Destination	Government	Destination	Government
5007	Destination	Government	Destination	Government
5008	N/A	N/A	N/A	Government
6001	Destination	Government	Destination	Government
6002	Destination	Government	Destination	Government
6003	Destination	Government	Destination	Government
6004	Destination	Government	Destination	Government
6005	Destination	Government	Destination	Government
6006	Destination	Government	Destination	Government
6007	Destination	Government	Destination	Government
6008	N/A	N/A	N/A	Government
7001	Destination	Government	Destination	Government
7002	Destination	Government	Destination	Government
7003	Destination	Government	Destination	Government
7004	Destination	Government	Destination	Government
7005	Destination	Government	Destination	Government
7006	Destination	Government	Destination	Government
7007	Destination	Government	Destination	Government
7008	N/A	N/A	N/A	Government

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	N/A	N/A	N/A	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	N/A	N/A	N/A	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government

2007	Destination	Government	Destination	Government
2008	N/A	N/A	N/A	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	N/A	N/A	N/A	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	N/A	N/A	N/A	Government
5001	Destination	Government	Destination	Government
5002	Destination	Government	Destination	Government
5003	Destination	Government	Destination	Government
5004	Destination	Government	Destination	Government
5005	Destination	Government	Destination	Government
5006	Destination	Government	Destination	Government
5007	Destination	Government	Destination	Government
5008	N/A	N/A	N/A	Government
6001	Destination	Government	Destination	Government
6002	Destination	Government	Destination	Government
6003	Destination	Government	Destination	Government
6004	Destination	Government	Destination	Government
6005	Destination	Government	Destination	Government
6006	Destination	Government	Destination	Government
6007	Destination	Government	Destination	Government
6008	N/A	N/A	N/A	Government
7001	Destination	Government	Destination	Government
7002	Destination	Government	Destination	Government
7003	Destination	Government	Destination	Government
7004	Destination	Government	Destination	Government
7005	Destination	Government	Destination	Government
7006	Destination	Government	Destination	Government
7007	Destination	Government	Destination	Government
7008	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-12	Inspection of Construction	AUG 1996
252.246-7000	Material Inspection And Receiving Report	MAR 2003

INSPECTION TERMS

E-001 INSPECTION AND ACCEPTANCE (JUN 2005)

Inspection and acceptance of all work and services performed hereunder shall be by the Contracting Officer's Representative (COR) designated on individual task orders. Their decisions on details of inspection and acceptance (except in cases of disputes or questions of fact and law) will be accepted by the Contracting Officer, when they are within the terms of the contract.

The Contracting Officer has designated technical management of this contract to the COR. COR duties will be performed as specified in each task order.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 29-SEP-2006 TO 28-SEP-2007	N/A	N/A FOB: Destination	
0002	POP 29-SEP-2006 TO 28-SEP-2007	N/A	N/A FOB: Destination	
0003	POP 29-SEP-2006 TO 28-SEP-2007	N/A	N/A FOB: Destination	
0004	POP 29-SEP-2006 TO 28-SEP-2007	N/A	N/A FOB: Destination	
0005	POP 29-SEP-2006 TO 28-SEP-2007	N/A	N/A FOB: Destination	
0006	POP 29-SEP-2006 TO 28-SEP-2007	N/A	N/A FOB: Destination	
0007	POP 29-SEP-2006 TO 28-SEP-2007	N/A	N/A FOB: Destination	
0008	POP 28-DEC-2006 TO 28-SEP-2007	N/A	N/A FOB: Destination	
1001	POP 29-SEP-2007 TO 28-SEP-2008	N/A	N/A FOB: Destination	
1002	POP 29-SEP-2007 TO 28-SEP-2008	N/A	N/A FOB: Destination	
1003	POP 29-SEP-2007 TO 28-SEP-2008	N/A	N/A FOB: Destination	
1004	POP 29-SEP-2007 TO 28-SEP-2008	N/A	N/A FOB: Destination	
1005	POP 29-SEP-2007 TO 28-SEP-2008	N/A	N/A FOB: Destination	
1006	POP 29-SEP-2007 TO 28-SEP-2008	N/A	N/A FOB: Destination	
1007	POP 29-SEP-2007 TO 28-SEP-2008	N/A	N/A FOB: Destination	

1008	POP 29-SEP-2007 TO 28-SEP-2008	N/A	N/A FOB: Destination
2001	POP 29-SEP-2008 TO 28-SEP-2009	N/A	N/A FOB: Destination
2002	POP 29-SEP-2008 TO 28-SEP-2009	N/A	N/A FOB: Destination
2003	POP 29-SEP-2008 TO 28-SEP-2009	N/A	N/A FOB: Destination
2004	POP 29-SEP-2008 TO 28-SEP-2009	N/A	N/A FOB: Destination
2005	POP 29-SEP-2008 TO 28-SEP-2009	N/A	N/A FOB: Destination
2006	POP 29-SEP-2008 TO 28-SEP-2009	N/A	N/A FOB: Destination
2007	POP 29-SEP-2008 TO 28-SEP-2009	N/A	N/A FOB: Destination
2008	POP 29-SEP-2008 TO 28-SEP-2009	N/A	N/A FOB: Destination
3001	POP 29-SEP-2009 TO 28-SEP-2010	N/A	N/A FOB: Destination
3002	POP 29-SEP-2009 TO 28-SEP-2010	N/A	N/A FOB: Destination
3003	POP 29-SEP-2009 TO 28-SEP-2010	N/A	N/A FOB: Destination
3004	POP 29-SEP-2009 TO 28-SEP-2010	N/A	N/A FOB: Destination
3005	POP 29-SEP-2009 TO 28-SEP-2010	N/A	N/A FOB: Destination
3006	POP 29-SEP-2009 TO 28-SEP-2010	N/A	N/A FOB: Destination
3007	POP 29-SEP-2009 TO 28-SEP-2010	N/A	N/A FOB: Destination
3008	POP 29-SEP-2009 TO 28-SEP-2010	N/A	N/A FOB: Destination
4001	POP 29-SEP-2010 TO 28-SEP-2011	N/A	N/A FOB: Destination

4002	POP 29-SEP-2010 TO 28-SEP-2011	N/A	N/A FOB: Destination
4003	POP 29-SEP-2010 TO 28-SEP-2011	N/A	N/A FOB: Destination
4004	POP 29-SEP-2010 TO 28-SEP-2011	N/A	N/A FOB: Destination
4005	POP 29-SEP-2010 TO 28-SEP-2011	N/A	N/A FOB: Destination
4006	POP 29-SEP-2010 TO 28-SEP-2011	N/A	N/A FOB: Destination
4007	POP 29-SEP-2010 TO 28-SEP-2011	N/A	N/A FOB: Destination
4008	POP 29-SEP-2010 TO 28-SEP-2011	N/A	N/A FOB: Destination
5001	POP 29-SEP-2011 TO 28-SEP-2012	N/A	N/A FOB: Destination
5002	POP 29-SEP-2011 TO 28-SEP-2012	N/A	N/A FOB: Destination
5003	POP 29-SEP-2011 TO 28-SEP-2012	N/A	N/A FOB: Destination
5004	POP 29-SEP-2011 TO 28-SEP-2012	N/A	N/A FOB: Destination
5005	POP 29-SEP-2011 TO 28-SEP-2012	N/A	N/A FOB: Destination
5006	POP 29-SEP-2011 TO 28-SEP-2012	N/A	N/A FOB: Destination
5007	POP 29-SEP-2011 TO 28-SEP-2012	N/A	N/A FOB: Destination
5008	POP 29-SEP-2011 TO 28-SEP-2012	N/A	N/A FOB: Destination
6001	POP 29-SEP-2012 TO 28-SEP-2013	N/A	N/A FOB: Destination
6002	POP 29-SEP-2012 TO 28-SEP-2013	N/A	N/A FOB: Destination
6003	POP 29-SEP-2012 TO 28-SEP-2013	N/A	N/A FOB: Destination

6004	POP 29-SEP-2012 TO 28-SEP-2013	N/A	N/A FOB: Destination
6005	POP 29-SEP-2012 TO 28-SEP-2013	N/A	N/A FOB: Destination
6006	POP 29-SEP-2012 TO 28-SEP-2013	N/A	N/A FOB: Destination
6007	POP 29-SEP-2012 TO 28-SEP-2013	N/A	N/A FOB: Destination
6008	POP 29-SEP-2012 TO 28-SEP-2013	N/A	N/A FOB: Destination
7001	POP 29-SEP-2013 TO 28-SEP-2014	N/A	N/A FOB: Destination
7002	POP 29-SEP-2013 TO 28-SEP-2014	N/A	N/A FOB: Destination
7003	POP 29-SEP-2013 TO 28-SEP-2014	N/A	N/A FOB: Destination
7004	POP 29-SEP-2013 TO 28-SEP-2014	N/A	N/A FOB: Destination
7005	POP 29-SEP-2013 TO 28-SEP-2014	N/A	N/A FOB: Destination
7006	POP 29-SEP-2013 TO 28-SEP-2014	N/A	N/A FOB: Destination
7007	POP 29-SEP-2013 TO 28-SEP-2014	N/A	N/A FOB: Destination
7008	POP 29-SEP-2013 TO 28-SEP-2014	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991

DELIVERIES OR PERFORMANCE

F-001 PERIOD OF PERFORMANCE (JUN 2005) (FAR 11.401(a))

The ordering period for this contract is from date of award through eight (8) years. Performance may continue up to two (2) years passed the completion date of this contract.

F-002 LEGAL HOLIDAYS (JUN 2005)

The following legal holidays may be observed by installations serviced under this contract:

New Year's Day	01 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	04 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

NOTE: Any of the aforementioned holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

5352.232-9000 REMITTANCE ADDRESS (MAY 1996)

If the remittance address is different from the mailing address, enter the remittance address below. Failure to provide this information may impact payment.

CONTRACT ADMIN DATA**G-001 ACCOUNTING AND APPROPRIATION DATA (JUN 2005)**

Accounting and appropriation data will be set forth on individual task orders issued hereunder.

G-002 SUBMISSION OF INVOICES FOR TASK ORDERS (JUN 2005)

Properly prepared invoices, as required by the appropriate clause identified in Section I of this contract, will be submitted electronically or in original plus two copies to the cognizant Contracting Officer responsible for issuing the task order. The preferred method of invoicing for this contract is electronic.

G-003 CONTRACT ADMINISTRATION DATA (JUN 2005)

- a. Primary administration of the awarded contracts will be performed by:

ACC Contracting Squadron/LGCE
130 Douglas Street, Suite 400
Langley AFB, VA 23665-2791

- b. Unless otherwise specified in the individual task order, administration of awarded task orders will be performed by the cognizant contracting office issuing that order. However, this clause in no way authorizes anyone other than the Procuring Contracting Officer to commit the Government to any changes in the terms of the basic contract.

G-004 ESTIMATED CONTRACT AMOUNT (JUN 2005)

- a. Contract Ceiling. The total program value for this acquisition is \$500,000,000.00. The total dollar value of all orders placed on all contracts awarded will not exceed the total program value. This contract ceiling is the government's most optimistic scenario with respect to monetary appropriations, future requirements, and potential DBR2 work brought back from other contract providers. However, these are estimates only. The government is not obligated to order more than the stated minimum for the basic contract period. Task orders will be placed in accordance with the terms of this contract.
- b. For the basic one-year award period, the minimum guaranteed amount shall be \$10,000.00 per individual contract. This minimum shall be met by obligating \$10,000.00 at the time of the basic contract award by the issuance of task orders. If task orders are not issued during the basic period to cover the minimum of \$10,000.00, the Contractor shall submit an invoice for \$10,000.00 to satisfy the minimum award amount.

**G-005 AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES
INCORPORATED BY REFERENCE (JUL 05)**

The Government intends to utilize EFT to the maximum extent practicable IAW 52.232.33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT. 2003) and DFARS 252.232-7003, Electronic Submission of Payment Request. All information for EFT payment will be provided by the successful offeror prior to contract award.

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS**OTHER TERMS AND CONDITIONS CONCERNING TASK ORDERS****H-001 TASK ORDER PROCEDURES**

1.1 General. This contract is designed to meet the wide and varied needs of ACC. The government will determine the most appropriate task order type for each effort. The contractor shall propose in accordance with the task order type specified by the CO in the request for proposal (RFP). The contractor may also submit an alternate pricing structure/task order type, but must fully explain the terms and conditions in its alternate proposal. The government may or may not consider the alternate approach. The contractor shall perform in accordance with the task order type selected by the CO indicated in the award document or other authorized award notification.

1.1.1 Government Requests for Task Order Proposals:

1.1.1.1 Content and Transmission. When the Government has a requirement for work to be performed, the Contracting Officer shall notify the contractor(s) of: (1) A description of the specified work and data items required, including the site location, (2) the anticipated performance period and critical milestones, (3) any Government-Furnished property, material, or base support to be made available for performance of the order; Site Visit date, Rough Orders of Magnitude (ROM) or programmed amounts (if applicable), Lease versus Buy Analysis (if applicable), (4) any other pertinent information, (such as applicable Davis-Bacon wage rates). These Requests for Proposals (RFPs) will be written, and may be transmitted by any means including the internet, mail, email, telephone, or face to face. The standard method of transmission, however, shall be the internet (see below).

1.1.1.2 Obligations. The request for proposal (RFP) shall not obligate the Government to issue task orders under this contract, nor shall it authorize the contractor to perform any work pursuant to such requests for proposal prior to the contractor's receipt of an authorized notice to proceed. However, the government will not solicit the contractor for proposals on any effort unless the funding for it has been committed by the cognizant finance office. In the event money has not yet been committed for a potential effort, the government may seek to provide the contractors advanced notice by disseminating a draft. Draft RFPs will be clearly marked as such.

1.1.2 Contractor Submission of Task Order Proposals:

1.1.2.1 Standard Requirements. Maintaining competition is a major focus of this contract. Accordingly, the contractors are highly encouraged but not required to submit a proposal for every requirement solicited under this contract. In the event of a contractor not providing a proposal, the contractor will submit a "no bid" statement to the contracting officer along with a brief statement of the reason.

1.1.2.2 Proposal Content. The Contractor shall, within the time specified in the order RFP, provide the Contracting Officer an original and copies [as determined at Task Order level] of the proposal. The proposal shall address:

- (a) The comprehensive technical and management approach to accomplish the work effort;
- (b) a detailed cost or pricing proposal in accordance with the instructions set forth in the RFP and IAW FAR 15.403;
- (c) a proposed schedule for completing the task order efforts (regulatory, risk, reuse, obligation rates)
- (d) proposed Small Business and Small Disadvantaged Business Subcontract Plan Goals (if applicable);

- (e) contractors may submit a "standing proposal" which contains standard terms and conditions applying to most or all of its task orders. The contractor then need only reference the applicable terms and conditions from the standing proposal in their technical proposals for each RFP.
- (f) relevant past performance experiences in performing the same or similar work. (cost control, quality of work, customer Satisfaction, and compliance with law/regulation).
- (g) capacity to obtain bonding (if applicable)
- (h) ability to obtain environmental insurance (if applicable); and
- (i) any other pertinent information;

Proposals will be reviewed by the Government and used as a basis for any required negotiations and the subsequent issuance of a task order. All task order proposals shall contain any and all information required to conduct a price and technical evaluation. Unless otherwise specified in the RFP, proposals shall contain the technical and pricing information described below.

1.1.2.2.1 Firm Fixed Price (FFP). FFP is the preferred task order type. For FFP task order proposals, the contractor shall provide and shall be evaluated on a bottom line price for the entire effort. However, to facilitate the technical evaluation, the contractor shall also provide a break out of the labor categories, descriptions, and hours for all personnel proposed.

1.1.2.2.1.1 Time and Materials(T&M)/Labor Hour (LH). The primary difference between T&M and LH task orders is separately priced materials. In both cases, the task order proposal will specify the personnel to be hired, the estimated number of hours each person will work, and the exact, fully-burdened hourly rates to be charged (allow for negotiation of a lesser profit than the profit contained in the loaded rates at Table B-1; the use of a labor hour type task order represents less risk for the contractor meaning the profit rate should be less than the rate for the fixed price task orders), including a general discussion of how the hours were developed. The contractor shall work closely with the government in monitoring the "burn rate" of these task orders to ensure adequate funding is available to meet task order requirements (see progress reports under deliverables). For the materials portions of T&M task orders, the contractor's proposal shall clearly indicate the items required, the corresponding cost, an explanation of why the materials are necessary, and evidence of how the material costs were determined. Evidence of how the material costs were determined includes supplier invoices, catalog prices, and any handling rates applied. The contractor shall not purchase any material without the written consent of the government. The contractor may invoice for services provided and materials purchased on a monthly basis.

1.1.2.2.1.2 Cost Plus Fixed Fee (CPFF). A cost-plus-fixed-fee contract is a cost-reimbursement contract that provides for payment to the contractor of a negotiated fee that is fixed at the inception of the contract. The contractor will provide all elements of cost as they relate to cost type task orders. All other terms and conditions will be governed by this contract.

1.1.2.2.1.3 Fixed Price Incentive (FPI). A fixed-price incentive contract is a fixed-price contract that provides for adjusting profit and establishing the final contract price by a formula based on the relationship of final negotiated total cost to total target cost.

1.1.2.2.1.4 Cost Reimbursable. Cost-reimbursement types of contracts provide for payment of allowable incurred costs, to the extent prescribed in the contract. These contracts establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the contractor may not exceed (except at its own risk) without the approval of the contracting officer.

1.1.2.2.1.5 Cost Plus Incentive Fee (CPIF). A Cost Plus Incentive Fee contract is a cost-reimbursement contract that provides for the initially negotiated fee to be adjusted later by a formula based on the relationship of total allowable costs to total target costs.

1.1.3 Government Review of Task Order Proposals: Upon receipt of the proposals, the Contracting Officer and the requiring activity will analyze the proposals and, if acceptable, issue a task order to the offeror whose offer

provides the best value to the Government, all evaluation factors considered. If proposals are not fully acceptable as offered, negotiations may be conducted prior to issuance of any task order. The standard evaluation factors will be technical and managerial approach, proposed price, and relevant past performance unless other factors are specifically stated in the RFP.

1.1.4 Authorization to Proceed on Task Orders: If time is of the essence, after award and prior to the contractor's receipt of the contractual instrument, the Contracting Officer may direct the contractor in writing, verbally, or through electronic communication, to commence performance of the task. Otherwise, the contractor is not authorized to commence task performance prior to the issuance of the task order or other written notice provided by the Contracting Officer. In no case shall the contractor commence work without explicit approval from the task order CO.

1.2 Fair Opportunity To Be Considered and Task Order Awards:

1.2.1 Contract Clause. IAW FAR 16.505, Ordering, all multiple award contractors shall be provided a fair opportunity to be considered for each order in excess of \$2,500 pursuant to the procedures established in this section, unless the contracting officer determines that:

- (a) The agency's need for the services or supplies is of such urgency that providing such opportunity to all such contractors would result in unacceptable delays;
- (b) Only one such contractor is capable of providing the services or supplies at the level of quality required because the services or supplies ordered are unique or highly specialized;
- (c) The task or delivery order should be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity pursuant to the procedures in this clause to be considered for the original order.
- (d) It is necessary to place an order to satisfy a minimum guarantee.

1.3 Other Contractor Responsibilities.

1.3.1 Maintaining Personnel. The government considers maintaining a low rate of personnel turnover an important performance measure of the success of this contract (see Services Delivery Summary (SDS) at H-018). It costs both the government and the contractor significant time, effort and money to recruit and train new personnel. Key personnel will be identified within each task order. Accordingly, when substituting new key personnel for those previously specified by the contractor, the contractor must ensure that the new personnel meet or exceed the stated qualification requirements. Prior to substituting new key personnel (for any reason) performing under this contract, the contractor is responsible for notifying the Contracting Officer 30 days in advance of the proposed substitution. Notice shall include written justification (including a qualified proposed substitution) in sufficient detail to permit a Government evaluation. All substitutions will be subject to the Contracting Officer's concurrence. In the event of a change in personnel, if the government must expend additional effort to train new personnel and/or performance requirements are delayed/missed, the government will document this in past performance evaluations and/or quality assurance reports.

1.4 Capitalization Requirements.

1.4.1 Contract Data Support: The contractor shall maintain sufficient word processing and microcomputer equipment to support all task orders. In some instances, equipment will be provided by the functional area, as noted/listed in the individual task order or in the Government Furnished Property section of this SOW. The contractor shall deliver contract data by microcomputer disks or directly through network systems (hence, electronic media only), as specified by the requiring functional area, and as noted in each individual task order. The contractor shall support the automatic transmission of unclassified data to the requiring functional area by modem; if applicable, the QA personnel will make arrangements for contractor personnel to have direct access to the Local

Area Network (LAN). The government shall provide email/internet access, and the contractor shall provide a national agency check (NAC) to be given such access.

1.4.2 Contract Data Submissions: The contractor shall submit data in a format compatible with the following:

FUNCTION	SOFTWARE	VENDOR
Operating System/Environment	Windows NT 4.0 (or higher)	Microsoft
Database	Access	Microsoft
Electronic Mail	Outlook	Microsoft
Forms	Jetform	Delrina
Graphics	PowerPoint	Microsoft
Project Planning	Microsoft Project	Microsoft
Scheduling	Schedule Plus	Microsoft
Spreadsheet	Excel	Microsoft
Word Processing	MS Word	Microsoft

1.4.3 Data Rights. The government shall acquire unlimited rights to all data and deliverables developed at government expense, under and for the task orders of this contract. If data is developed or gathered but not delivered to the government as part of a task order, the contractor shall still maintain the information in a Master File in the appropriate electronic form noted in the table above. The contractor shall grant the government unlimited or government purpose rights (as appropriate) to this Master File information at any time. The Master File shall be maintained such that the information contained therein is organized by task order and is consistent with any regulatory and statutory rules including proper safeguarding of sensitive or classified information and conflict of interest. Upon completion of any task order, the contractor shall deliver the appropriate contents of the master file to the government in a form consistent with the table above.

1.5 Subcontracting Plan. Large business contractors shall be aggressive in subcontracting to small, small disadvantaged, woman owned, HUBZone, veteran-owned small businesses, and historically black colleges and universities and minority institution concern. Large business contractors shall report DBR2 dollars subcontracted to these categories of businesses on a semi-annual basis through the submission of a SF294/295, Subcontracting Report.

1.6 Program Management Reviews (PMRs). A PMR is defined as any meeting necessary to support or review the work accomplished under this contract. Depending on the predictability of a PMR, the Government may either issue PMR specific task orders or include PMRs in task orders for other services covered under this contract. CLINs as stated in individual task orders may be used for senior management support of PMRs . PMR task orders will specify the material to be covered in these meetings.

1.7 Travel Requirements. Contractor employees may be required to travel to various locations within the continental United States (CONUS) and outside the continental United States (OCONUS) in performance of task orders. Estimated travel requirements will be included in the requests for proposals for each new task whenever possible. Regardless, any required contractor travel must be approved by the Government prior to departure. The incurred travel cost should comply or be comparable with joint travel regulation allowances. The travel costs will be reimbursed to include government approved handling rates.

1.8 Prime-Subcontractor List. A business entity must be identified as a prime or subcontractor on a particular team in order to perform work under this contract. Prime contractors shall provide a list of all subcontractors with their proposal. Primes may add subcontractors to their team at any time, subject to the other conditions of this paragraph. Primes are encouraged NOT to delete subcontractors from their teams. Requests to add or delete subs must be submitted to the CO for approval within thirty (30) calendar days of desired change.

If this contract was awarded from an offer submitted on the basis of a teaming arrangement, the Government's consideration of the Contractor for placement of task orders will reflect the teaming arrangement. In the event that the teaming arrangement is dissolved or significantly changed, the Government reserves the right to reconsider the suitability of the changed arrangements for purposes of awarding task orders.

1.9 Contractor Identification. The contractor and its employees shall clearly distinguish themselves as such at ALL times, including in conversations, mail, email, and faxes whether with government personnel, other contractor personnel, or with the public. Likewise, the contractor shall abide by all applicable laws and regulations when using government equipment and services. As a minimum, contractors shall clearly identify themselves as contractors by: wearing badges which clearly and legibly identify the employee as a contractor; using the label "contractor" in email addresses in accordance with AFI 33-119; opening ALL phone conversations with a statement materially the same as, "[office name], I am [employee name], a [contractor name] contractor employee"; including the contractor's name in the letter head and/or signature block of any written correspondence; and, any other means necessary.

1.10 Government Endorsement. The government may offer the contractor or its employee's signs of recognition or appreciation for exceptional performance. In no case, however, shall these signs nor any other statement or action of the government serve as an endorsement of that contractor or its employees, nor shall these actions constitute government acceptance of the contractor's performance unless made in writing by the contracting officer (CO). Contractors shall not represent themselves as endorsed by the government in any manner including in any marketing or promotional materials.

1.11 Task Orders with Option Years. The government may award task orders with Option Periods under this contract. Exercise of these options is subject to government discretion based on availability of funds, need for the continued service, and excellent past performance.

1.12 Past Performance Evaluations. The government shall accomplish annual past performance evaluations on CPARS forms for each contractor and individual task orders in excess of \$1M. The contractor shall be offered the opportunity to review and comment on each of these evaluations. In the event of disputes regarding past performance evaluations, resolutions will be made one level above the Contracting Officer. Whether the contractor provides comments or not, the contractor shall sign and return each CPARS form within 30 days of receipt.

1.13 Cost Accounting Standards (CAS). DBR2 awarded contractors shall be CAS certified (large businesses) or provide evidence of an adequate accounting system and controls (small businesses) to be eligible for cost type task orders.

H-002 DECENTRALIZED ORDERING PROCEDURES (AUG 2005)

Non-ACC users may receive access to the DBR2 basic contracts for the purpose of awarding, administering, and closing out their own task orders (TO) by contacting the contracting POC's identified on the ACC CONS Home page at <https://lg.acc.af.mil/cons/index.htm> and the cognizant ACC CONS/LGCE Contracting Officer (CO) or Contracts Manager (CM). The requesting user(s) should be prepared to provide the following:

- (1) The name(s), phone, Fax, E-mail contact information for the requesting CO and Technical POC.
- (2) A brief description of the project to support joint ACC CONS and ACC/A7VQ "in-scope" reviews.
- (3) The requesting user(s) project number.
- (4) The requesting user(s) proof of funding.
- (5) If proposed project is determined to be within scope, funded, and ceiling capacity is available for non-ACC work, negotiate/sign a Memorandum of Agreement (MOA) with user, issue control number to user, and provide information about the DBR2 contracts.
- (6) Contract submittals required for non-ACC orders shall be distributed as cited on the order.

H-003 COMMUNICATIONS SECURITY MONITORING (JUN 2005)

All communications with DOD organizations are subject to COMSEC review. Contractor personnel will be aware that telecommunications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from or terminating at DOD organizations. Therefore, civilian Contractor personnel are advised that any time they place a call to, or receive a call from, a USAF organization, they are subject to COMSEC procedures. The Contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official DOD information. (AFI 33-219)

H-004 TRANSPORTATION OF HAZARDOUS WASTES AND CONTAMINATED MATERIALS (JUN 2005)

In the performance of a Task Order, the Contractor may be required to transport hazardous waste and/or contaminated materials to off-site treatment or disposal facilities. When such transportation is stipulated, the contractor shall comply with the following requirements.

- (a) The contractor shall ensure that all waste transporters maintain insurance coverage for the transportation of hazardous waste as prescribed by all Federal, State, and/or local regulations and statutes.
- (b) The contractor shall ensure that all waste transport contractors provide the Contracting Officer Representative (COR) with a copy of their completed Resource Conservation and Recovery Act (RCRA) Part A waste transporter application and a notarized copy of their Environmental Protection Agency (EPA) waste transport identification number.
- (c) The Contractor shall ensure that all waste transport contractors provide the COR with notarized statements describing the status and background of any civil or criminal lawsuits filed against them within the last ten years.
- (d) The Contractor shall ensure that only trucks certified by the manufacturer as meeting the Department of Transportation (DOT) 311 and 312 specifications are used to transport bulked liquid waste.
- (e) The Contractor shall ensure that all Installation Restoration Program (IRP) hazardous and individual waste materials transported to any off-site locations have waste manifests signed by the Government accompanying the shipments.
- (f) The Contractor shall ensure that all materials transported on public roads have all required bills of lading and/or hazardous waste manifests.
- (g) The Contractor shall ensure that all waste transport vehicle operators comply with the minimum health and safety training requirements specified by EPA, DOT and the Occupational Safety and Health Administration (OSHA) for hazardous waste vehicle operators.
- (h) The Contractor shall obtain letters of commitment from waste haulers and from treatment, disposal, or recovery facility owners/operators to haul and accept Air Force Waste shipments. The letters shall indicate all agreements and commitments for handling and acceptance of the specified materials as described in each contract.

H-005 KEY PERSONNEL – CONTRACT LEVEL (JUN 2005)

- (a) The Contractor agrees to assign under the contract those personnel whose credentials, experience and expertise meet the qualification requirements identified in Attachment 3, Labor Category Qualifications.

- (b) The Contractor agrees that a partial basis of award of this contract will be the key personnel proposed, including those employed by subcontractors, if applicable. Accordingly, the Contractor agrees to assign under the contract those key personnel whose credentials, experience and expertise were provided with the proposal and which meet the qualification requirements at Attachment 3, necessary to fulfill the requirements of the contract.
- (c) The DBR2 CO and DBR2 Program Manager COR shall be notified of any proposed changes at least 30 days in advance. The government reserves the right to reject proposed changes in key personnel. Such notification shall include:
- an explanation of the circumstances necessitating the substitution
 - a complete resume of the proposed substitute and
 - any other information needed by the DBR2 CO and DBR2 Program Manager COR to enable them to judge that the Contractor is maintaining the same quality of personnel as those included at the time of award.
- (d) The following labor categories are designated as key personnel: **SEE ATTACHMENT #3**

KEY POSITIONS	NAME	DISCIPLINE
Program Manager		
Project Manager		
Program QA/QC Manager		
Certified Industrial Hygienist		

H-006 RELEASE OF INFORMATION (JUN 2005)

- (a) No news release (including photographs and film, public announcements or denial/confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder, shall be made without written approval of the Procuring Contracting Officer. Coordination will be made with HEADQUARTERS ACC/PA, 115 THOMPSON ST, STE. 211, LANGLEY AFB, VA 23665 prior to release of the information.
- (b) For the purpose of this clause, "information" includes, but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, etc.
- (c) Two copies of any information to be released must be submitted to the HQ ACC/PA office for security and policy review and clearance 15 days prior to release. Information copies will also be sent to the cognizant Contracting Officer and project engineer. Papers and/or presentations co-authored with an Air Force author may be submitted by either author.

H-007 GOVERNMENT FURNISHED PROPERTY/MATERIAL (GFP/GFM) (JUN 2005)

The Government will furnish to the Contractor, or the Contractor shall be authorized to obtain via Contractor Acquired Property, for use in the performance of this contract the property set forth in the task orders, where applicable, in accordance with the requirements of the "Government Property" clause, Section I hereof as follows:

<u>Nomenclature</u>	<u>Part Number/NSN</u>	<u>Quantity</u>	<u>Date Available</u>
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(TO BE IDENTIFIED ON THE INDIVIDUAL TASK ORDER WHEN APPLICABLE)

H-008 REQUIRED INSURANCE (JUN 2005)

- (a) Prime contractors shall be required to either provide copies of insurance certificates or certify in writing that the required insurance has been obtained before commencing on site work on any installation. If contractor's

certification is used in lieu of submission of insurance certificates to the contracting officer, prime contractors shall obtain from the contracting officer a Certificate Of Compliance With Insurance Requirements (ACCFARS 5328.310) for completion.

- (b) Offeror must demonstrate ability to obtain Environmental Insurance. The Offeror shall provide evidence of their ability to obtain the necessary Environmental Insurance to participate in a performance-based restoration project. **The Offeror's failure to provide evidence of their ability to obtain the necessary insurance will eliminate the Offeror from all further evaluation and the Offeror will not be eligible for an award.** Acceptable evidence will be based on the Offeror's:

- (1) capability to obtain insurance underwriter(s) that have expressed willingness to work with the offeror to provide the types of Environmental Insurance (Remediation Stop Loss, Cost Cap, Pollution Legal Liability, etc.) and/or Environmental Impairment Liability coverage(s) as may be required by this solicitation.

H-009 CONTRACTOR RESPONSIBILITIES (JUN 2005)

- (a) Contractors operating on AF installations will be responsible to brief and ensure their employees, subcontractors, and suppliers adhere to all traffic rules and regulations. The foreman, job supervisor, and other personnel providing workman leadership will, when possible, insure the workers comply with these rules and regulations. The typical speed limit on Air Force installation is 25 mph; in housing areas it is 15 mph, and in parking lots it is 5 mph. Individuals shall obey all entry procedures. All instructions given by Security Force personnel on the entry points (gates) will immediately be complied with.
- (b) The contractor shall be responsible for obtaining any necessary licenses, permits, passports and visas, and for complying with any applicable Federal, State and municipal laws, codes and regulations in connection with the prosecution of this work. He shall be similarly responsible for all injuries to persons or damage to property that occurs as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H-010 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 2005)

- (a) In accordance with FAR 9.5 to prevent conflicting roles which may bias the contractor's judgment or objectivity, or to preclude the contractor from obtaining an unfair advantage in concurrent or future acquisitions, the contractor shall be restricted as follows:
- (b) The contractor (to include associates, subcontractors, joint ventures etc). will be assigned to perform environmental audits, assessments and studies that will directly impact future Government requirements. In support of these audits, assessments and studies the contractor may have access to certain proprietary information and data. The contractor is precluded from award of any contract or subcontract or from acting as a consultant to other contractors for those requirements resulting from the recommendations of these audits, assessments and studies.
- (c) The contractor may gain access to proprietary information of other companies during contract performance. The contractor agrees to enter into company-to-company agreements to (a) protect the other company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company and (b) refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the contractor shall furnish copies of these agreements to the Contracting Officer. These agreements are not intended to protect information, which is available to the Government or the contractor from other sources and furnished voluntarily without restriction.
- (d) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work related to this contract, unless excused in writing by the Contracting Officer.

H-011 ASSOCIATE CONTRACTOR AGREEMENTS (JUN 2005) (TAILORED)

- (a) The Contractor shall enter into Associate Contractor Agreements (ACA) for any portion of the contract requiring joint participation in the accomplishment of the Government's requirement as specified in individual orders. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the interaction of the DBR2 program, which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract. Associate Contractors are listed in (h) below.
- (b) ACAs shall include the following general information:
- 1) Identify the associate Contractors and their relationships.
 - 2) Identify the program involved and the relevant Government contracts of the associate Contractors.
 - 3) Describe the associate Contractor interfaces by general subject matter.
 - 4) Specify the categories of information to be exchanged or support to be provided.
 - 5) Include the expiration date (or event) of the ACA.
 - 6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.
- (c) A copy of such agreement shall be provided to the Contracting Officer for review before execution of the document by the cooperating Contractors.
- (d) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate Contractor.
- (e) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.
- (f) All costs associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of this contract.
- (g) The following Contractors are associate Contractors with whom agreements are required:

<u>CONTRACTOR</u>	<u>ADDRESS</u>	<u>PROGRAM/CONTRACT</u>
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To be specified in each individual task order as required.

H-012 DISSEMINATION OF INFORMATION (JUN 2005)

There shall be no dissemination or publication, except within and between the contractor and any subcontractors, of information developed under this contract contained in the reports to be furnished pursuant to this contract without prior written approval by the Contracting Officer.

H-013 PARTNERSHIP MEETINGS (JUN 2005)

- (a) The Contracting Officer, DBR2 Program Manager and other government personnel, as appropriate, will meet periodically with the contractor to review the contractor's performance. At these meetings, the Contracting Officer will apprise the contractor of how the Government views the contractor's performance and the

contractor will apprise the Government of problems, if any, being experienced. The contractor will also notify the Contracting Officer (in writing) of any work being performed, if any, that the contractor considers over and above the requirements of the contract. Appropriate action shall be taken to resolve outstanding issues.

- (b) These meetings shall be held as needed, but not less than semiannually.
- (c) The minutes of these meetings will be reduced to writing, signed by the Contracting Officer and any other signatures as deemed appropriate, and distributed to the functional area and the contractor. Should the contractor not concur with the minutes, the contractor will set out in writing to the Contracting Officer any areas of nonconcurrency.

H-014 CLASSIFIED WORK RESTRICTION (JUN 2005)

- (a) At time of contract award if the contractor does not hold a security clearance the Contracting Officer is hereby prohibited from issuing any task orders for classified projects to the contractor until appropriate security clearances have been obtained.
- (b) To expedite removal of aforementioned restriction, the contractor agrees to actively seek clearances and to notify ACC CONS/LGCE in writing within 15 calendar days of clearance receipt.

H-015 OVERTIME AND WORK AT NIGHT (JUN 2005)

- (a) **Overtime.** Any overtime rates will be negotiated in advance of issuing individual task orders.
- (b) **Work Required To Be Performed At Night.** Any night or differential rates will be negotiated in advance of issuing individual task orders.

H-016 LABOR CATEGORIES IN TABLE B-1 (JUN 2005)

- (a) Labor categories are estimates of the type of personnel required to perform the services covered in the statement of work (SOW).
- (b) The government reserves the right to add/delete labor categories based on HQ ACC requirements. Changes will comply with the contract scope.
- (c) A contractor "assigns" a rate to a specific labor category in its initial proposal (See Table B-1).

H-017 CHANGING/SUBSTITUTING PERSONNEL (JUN 2005)

Guidelines. The rules outlined in the Section H (see para 1.3.1) regarding changing or substituting key personnel apply to an assignment. Assignments must be approved by the Contracting Officer. The Contracting Officer may waive these restrictions when in the best interest of the government.

H-018 SERVICE DELIVERY SUMMARY (SDS)

- a) **Quality Assurance.** The government will evaluate the contractor's performance under this contract. For those tasks listed in the Service Delivery Summary (SDS), QAEs will follow the methods of surveillance specified in the Government's Quality Assurance Surveillance Plan (QASP) to be issues per task orders. Government personnel will record all surveillance observations. When an observation indicates defective performance, the QAE will require the contract or TO manager or representative to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation, only acknowledgment that they have been made aware of the defective performance.

- 1) **Performance Deficiency Notification.** The Government will employ three types of notification: First Notice, Second Notice, and a Corrective Action Request (CAR).
- i) **First Notification.** First notification is used for minor tasks that can be re-performed. It will state "First Notice".
- ii) **Second Notification.** Second notification is used when 1st notice fails. It will state "Second Notice." Failure to correct shall result in a second CAR being given to the contractor.
- b) **Corrective Action Request.** Issued when previous notifications failed to result in corrective actions or for failure of an SDS item.
- 1) **Performance Deficiency Resolution.** Contractor shall take immediate action to correct all Government reported deficiencies, and to prevent recurrence of the deficiency.

SDS TABLE

PERFORMANCE OBJECTIVE	PERFORMANCE MEASURE
(1) Develops and submits all required deliverables	Contractor submits deliverables on time, in the format specified, and with the content directed by or mutually agreed to between the contractor and the government 90% of the time per TO.
(2) Maintains a stable workforce	The contractor effectively retains personnel performing to reduce and minimize the need for the government to expend time/money/effort to retrain and re-orient new contractor personnel. The contractor's turnover rate is less than 5% (total number of personnel assigned to TOs/number of personnel replaced or moved without government direction).
(3) Successfully meets requirements of TO	Contractor receives less than 2 formal customer complaints/contract discrepancy reports per year from all TOs. The contractor successfully resolves customer complaints within 14 days of receipt, 100% of the time.

SECTION H-019 INCORPORATION OF PROPOSAL

The government reserves the right to incorporate into this contract the total or portions of the successful offeror's proposal, to include EN discussion responses, submitted in response to this solicitation. The Statement of Work (SOW) and the terms and conditions of this contract take precedence over any ambiguity in the contractor's proposal. Nothing contained in the successful offeror's technical proposal shall constitute a waiver to any other requirements of the contract.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-2 Alt II	Audit and Records--Negotiation (Jun 1999) - Alternate II	APR 1998
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	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
52.216-7 Alt I	Allowable Cost and Payment (Dec 2002) - Alternate I	FEB 1997
52.216-9	Fixed Fee--Construction	MAR 1997
52.216-10	Incentive Fee	MAR 1997
52.216-11	Cost Contract--No Fee	APR 1984
52.216-18	Ordering	OCT 1995
52.216-19	Order Limitations	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JUL 2005
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003

52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26 Alt I	Equal Opportunity (Apr 2002) - Alternate I	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-30	Davis-Bacon Act--Price Adjustment (None or Separately Specified Method)	DEC 2001
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
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-7	Notice Of Radioactive Materials	JAN 1997
52.223-9 Alt I	Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) Alternate I	AUG 2000
52.223-10	Waste Reduction Program	AUG 2000
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-11	Buy American Act--Construction Materials Under Trade Agreements	JAN 2005
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995

52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.228-16	Performance and Payment Bonds--Other Than Construction	JUL 2000
52.229-2	North Carolina State and Local Sales and Use Tax	APR 1984
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.229-10	State of New Mexico Gross Receipts and Compensating Tax	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-1	Payments	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-24	Prohibition of Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-32	Performance-Based Payments	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	MAY 1999
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts	APR 1984
52.236-19	Organization and Direction of the Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 97) - Alternate I	APR 1984
52.236-21 Alt II	Specifications and Drawings for Construction Alternate II	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991

52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt III	Changes--Cost-Reimbursement (Aug 1987) - Alternate III	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.243-4	Changes	AUG 1987
52.243-5	Changes and Changed Conditions	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	MAR 2005
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-2 Alt I (Dev)	Government Property (Fixed-Price Contracts) (May 2004) Alternate I Deviation	APR 1984
52.245-3	Identification of Government-Furnished Property	APR 1984
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.245-5 Dev	Government Property (Cost-Reimbursement, Time-and- Material, or Labor-Hour Contracts) Deviation	MAY 2004
52.245-6	Liability for Government Property (Demolition Services Contracts)	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.248-3	Value Engineering--Construction	FEB 2000
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-2 Alt I	Termination for Convenience of the Government (Fixed- Price) (May 2004) - Alternate I	SEP 1996
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)	MAY 2004
52.249-6 Alt I	Termination (Cost-Reimbursement) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.249-10 Alt I	Default (Fixed-Price Construction) - Alternate I	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	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
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
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
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.219-7009	Section 8(a) Direct Award	MAR 2002
252.219-7011	Notification to Delay Performance	JUN 1998
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.222-7001	Right Of First Refusal Of Employment--Closure of Military Installations	APR 1993
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7004	Compliance With Spanish Social Security Laws and Regulations	JUN 1997
252.222-7005	Prohibition on Use of Nonimmigrant Alien--Guam	SEP 1999
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.223-7006 Alt I	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 1993) - Alternate I	NOV 1995
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2005
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7033	Rights in Shop Drawings	APR 1966
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7003	Capture and Detention	DEC 1991
252.228-7006	Compliance With Spanish Laws and Insurance	DEC 1998
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7001	Tax Relief	JUN 1997
252.229-7002	Customs Exemptions (Germany)	JUN 1997
252.229-7003	Tax Exemptions (Italy)	JAN 2002
252.229-7004	Status of Contractors as a Direct Contractor (Spain)	JUN 1997
252.229-7005	Tax Exemptions (Spain)	JUN 1997
252.229-7006	Value Added Tax Exclusion (United Kingdom)	JUN 1997
252.229-7007	Verification of United States Receipt of Goods	JUN 1997
252.229-7008	Relief From Import Duty (United Kingdom)	JUN 1997

252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	JUL 2000
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7005	Airfield Safety Precautions	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.242-7005	Cost/Schedule Status Report	MAR 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	DEC 1991
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7002	Warranty of Construction (Germany)	JUN 1997
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7023 Alt II	Transportation of Supplies by Sea(May 2002) Alternate II	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **TBD per Task Order**.* The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of TBD per Task Order for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.216-16 INCENTIVE PRICE REVISION--FIRM TARGET (OCT 1997)

(a) General. The supplies or services identified in the Schedule as Items 0007, 1007, 2007, 3007, 4007, 5007, 6007, and 7007 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of .TBD per TO. dollars (\$TBD per TO). Any supplies or services that are to be (1) ordered separately under, or otherwise added to, this contract and (2) subject to price revision in accordance with the terms of this clause shall be identified as such in a modification to this contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Data submission. (1) Within TBD per TO days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-2, FAR 15.408, or in any other form on which the parties agree--

(i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;

(ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;

(iii) A list of all residual inventory and an estimate of its value; and

(iv) Any other relevant data that the Contracting Officer may reasonably require.

(2) If the Contractor fails to submit the data required by subparagraph (1) above within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) Price revision. Upon the Contracting Officer's receipt of the data required by paragraph (c) above, the Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a) above by applying to final negotiated cost an adjustment for profit or loss, as follows:

(1) On the basis of the information required by paragraph (c) above, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, as follows:

(i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.

(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less TBD per TO percent of the amount by which the total final negotiated cost exceeds the total target cost.

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus TBD per TO percent of the amount by which the total final negotiated cost is less than the total target cost.

(End of clause)

(e) Contract modification. The total final price of the items specified in paragraph (a) above shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that--

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(f) Adjusting billing prices. (1) Pending execution of the contract modification (see paragraph (e) above), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the target prices shown in this contract.

(2) If at any time it appears from information provided by the contractor under subparagraph (g)(2) below that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing that final cost under this contract will be substantially greater than the target cost.

(3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the total final price under paragraph (d) above. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.

(g) Quarterly limitation on payments statement. This paragraph (g) shall apply until final price revision under this contract has been completed.

(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing--

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established--increased or decreased in accordance with subparagraph (d)(2) above, when the amount stated under subdivision (ii), immediately above, differs from the aggregate target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (1)(iv) above exceeds the sum due the Contractor, as computed in accordance with subdivisions (1)(i), (ii), and (iii) above, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any

applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis. The Contractor shall--

(1) Insert in each price redetermination or incentive price revision subcontract the substance of paragraph (g), above, and of this paragraph (h), modified to omit mention of the Government and to reflect the position of the Contractor as purchaser and of the subcontractor as vendor, and to omit that part of subparagraph (g)(2) above relating to tax credits; and

(2) Include in each cost-reimbursement subcontract a requirement that each lower-tier price redetermination or incentive price revision subcontract contain the substance of paragraph (g) above and of this paragraph (h), modified as required by subparagraph (1) above.

(i) Disagreements. If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required by paragraph (c) above are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

(j) Termination. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(k) Equitable adjustment under other clauses. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(l) Exclusion from target price and total final price. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(m) Separate reimbursement. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(n) Taxes. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price" includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

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 30 days; 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 10 years.

(End of clause)

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 TBD per Task Order 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.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JAN 2005)

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

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: none

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\

Item 1			
Foreign construction material....
Domestic construction material...
Item 2			
Foreign construction material....
Domestic construction material...

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$3,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

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.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998)

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

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds--

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

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

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

(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) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) 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:

(End of clause)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the _____ and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the _____ and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. _____. This may be confirmed by contacting _____."

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/VFFARA.HTM>
<http://farsite.hill.af.mil/VFAFFARA.HTM>
<http://farsite.hill.af.mil/VFDFARA.HTM>
<http://farsite.hill.af.mil/VFafmca.HTM>

(End of clause)

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

(a) Definition.

"Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE		NATIONAL STOCK		SENSITIVITY	
		NUMBER		CATEGORY	

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offeror Insert) RATE (PERCENTAGE): (Offeror Insert)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

(a) Contract line item(s) TBD per Task Order through TBD per Task Order are incrementally funded. For these item(s), the sum of \$TBD per Task Orders of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with

regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract.....\$TBD per Task Order

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

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

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

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

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

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

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

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

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

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

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

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

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

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

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

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

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

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

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

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

5352.216-9000 AWARDING ORDERS UNDER MULTIPLE AWARD CONTRACTS (JUN 2002)

(a) All multiple award contractors shall be provided a fair opportunity to be considered for each order in excess of \$2,500 pursuant to the procedures established in this clause, unless the contracting officer determines that:

- (1) The agency's need for the services or supplies is of such urgency that providing such opportunity to all such contractors would result in unacceptable delays;
- (2) Only one such contractor is capable of providing the services or supplies at the level of quality required because the services or supplies ordered are unique or highly specialized;
- (3) The task or delivery order should be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity pursuant to the procedures in this clause to be considered for the original order; or
- (4) It is necessary to place an order to satisfy a minimum guarantee.

(b) Unless the procedures in paragraph (a) are used for awarding individual orders, multiple award contractors will be provided a fair opportunity to be considered for each order using the following procedures:

[H-001, paragraph 1.2.1]

(c) Under the provisions of the Federal Acquisition Streamlining Act of 1994, 10 U.S.C. 2304 (c) (Public Law 103-355), a protest is not authorized in connection with the issuance or proposed issuance of an individual task or delivery order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract under which the order is issued.

(d) For this contract, the designated task or delivery order ombudsman is [ACC/A7KD]. The task or delivery order ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for task and delivery orders in excess of \$2,500, consistent with procedures in the contract. However, it is not within the designated task or delivery order contract ombudsman's authority to prevent the issuance of an order or disturb an existing order.

(e) This clause does not guarantee the contractor issuance of any task order or delivery order above the minimum guarantee(s) stated in [G-004] of this contract.

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODSs) (APR 2003)

(a) Unless the requiring activity has obtained prior Senior Acquisition Official (SAO) approval, contractors may not:

(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS.

[Note: This prohibition does not apply to manufacturing.]

(b) For the purposes of Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in [AFI 32-7086](#)) are Class I ODSs:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that use one or more of these Class I ODSs as minor constituents do not meet the Air Force definition of a Class I ODS.]

(c) The requiring activity has obtained SAO approval to permit the contractor to use the following Class I ODS(s):

Class I ODS/ Application or Use/Quantity (lbs.) per contract period of performance

[.]

(d) The offeror/contractor is required to notify the contracting officer if any Class I ODS that is not specifically listed above is required in the test, operation, or maintenance of any system, subsystem, item, component, or process.

5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)

(a) In performing work under this contract on a Government installation, the contractor shall:

(1) Comply with the specific health and safety requirements established by this contract;

(2) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract;

(3) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(4) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(c) The contracting officer may, by written order, direct Air Force Occupational Safety and Health Standards (AFOSH) and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(d) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002)

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and **a copy of the Task Order being performed** to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-209, the Air Force Resource Protection Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Updated SOW 1 Sep 05	16	01-SEP-2005
Attachment 2	Definitions	3	09-JUN-2005
Attachment 3	Key Personnel	1	28-DEC-2006