AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

RATING: DO A7

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2. CONTRACT (Proc. Inst. Ident.) NO.: M67854-07-D-2052

3. EFFECTIVE DATE: 20 Jul 2007

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

5. ISSUED BY — CODE M67854
MARINE CORPS SYSTEMS COMMAND
ATTN: VALERIE TOLAN
2200 LESTER STREET
QUANTICO VA 22134

6. ADMINISTERED BY (If other than Item 5) — CODE S2606A
DCMA - BOEING ST LOUIS
P. O. BOX 516
MC S3061375
ST. LOUIS MO 63166-0516

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)
THE BOEING COMPANY
P.O. BOX 516
ST. LOUIS MO 63166-0516

CODE 0PXV4 — FACILITY CODE

8. DELIVERY
[ ] FOB ORIGIN [X] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM Section G

11. SHIP TO/MARK FOR — CODE
See Schedule

12. PAYMENT WILL BE MADE BY — CODE HQ0339
DFAS - COLUMBUS CENTER
DFAS-CO/WEST ENTITLEMENT OPERATIONS
PO BOX 182381
COLUMBUS OH 43218-2381

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )

14. ACCOUNTING AND APPROPRIATION DATA

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SCHEDULE				

15G. TOTAL AMOUNT OF CONTRACT $18,997,010.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number M67854-07-R-2052-0004 REF: MCSC M014-29210 dated 7/10/07 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME AND TITLE OF CONTRACTING OFFICER
VALERIE TOLAN / CONTRACTING OFFICER
TEL: 703-432-4192 EMAIL: valerie.tolan@usmc.mil

19B. NAME OF CONTRACTOR
BY _____
(Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA
BY Valerie Tolan
(Signature of Contracting Officer)

20C. DATE SIGNED: 20-Jul-2007

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	ISR Service Hour FFP Intelligence, Surveillance, and Reconnaissance (ISR) Service Hour for One (1) Hub and Three (3) Spokes in accordance with the attached Statement of Work (SOW) (See Notes A, B, C, D, E, and F). FOB: Destination	(b)(4)	Each	(b)(4)	

MAX NET AMT (b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
ISR Service Hours - CLIN 0001	0001	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Other Direct Costs (ODCs) and Travel COST In support of CLIN 0001 Non-fee bearing. To be reimbursed at actual costs only (See Note H). FOB: Destination	1	Lot	UNDEFINED	UNDEFINED

MAX COST (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lot		NSP
	Contract Data Requirements In support of CLIN 0001 FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	ISR Service Hour FFP For One (1) Additional Spoke to the Hub specified in CLIN 0001 in accordance with the attached SOW (See Notes A, B, C, D, F, and G). FOB: Destination	(b)(4)	Each	(b)(4)	

MAX NET AMT (b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
ISR Service Hour - CLIN 0004	0004	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	Other Direct Costs (ODCs) and Travel	1	Lot	UNDEFINED	UNDEFINED

COST

In Support of CLIN 0004. Non-fee bearing. To be reimbursed at actual costs only (See Notes G and H).

FOB: Destination

MAX COST (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	Contract Data Requirements	1	Lot		NSP

In Support of CLIN 0004 (See Note G).
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 OPTION	ISR Service Hour FFP For One (1) Hub and One (1) Spoke in accordance with the attached SOW (See Notes A, B, C, D, F, and G). FOB: Destination	(b)(4)	Each	(b)(4)	

MAX NET AMT (b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
ISR Service Hour - CLIN 0007	0007	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 OPTION	Other Direct Costs (ODCs) and Travel COST In Support of CLIN 0007. Non-fee bearing. To be reimbursed at actual costs only (See Notes G and H). FOB: Destination	1	Lot	UNDEFINED	UNDEFINED

MAX COST (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	Contract Data Requirements In support of CLIN 0007 (See Note G). FOB: Destination	1	Lot		NSP
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010 OPTION	ISR Service Hour FFP For One (1) Hub and One (1) Spoke in accordance with the attached SOW (See Notes A, B, C, D, F, and G). FOB: Destination	(b)(4)	Each	(b)(4)	
				MAX NET AMT	(b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
ISR Service Hours - CLIN 0010	0010	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011 OPTION	Other Direct Costs (ODCs) and Travel COST In Support of CLIN 0010. Non-fee bearing. To be reimbursed at actual costs only (See Notes G and H). FOB: Destination	1	Lot	UNDEFINED	UNDEFINED
				MAX COST	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012 OPTION	Contract Data Requirements In support of CLIN 0010 (See Note G). FOB: Destination	1	Lot		NSP
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013 OPTION	Exercise Support FFP In accordance with the attached SOW (See Notes G and J). FOB: Destination	(b)(4)	Each	(b)(4)	
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014 OPTION	ISR Service Hour FFP Intelligence, Surveillance, and Reconnaissance (ISR) Service Hour for One (1) Hub and Three (3) Spokes in accordance with the attached SOW (See Notes A, B, C, D, F, and G). FOB: Destination	(b)(4)	Each	(b)(4)	

MAX NET AMT (b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
ISR Service Hour - CLIN 0014	0014	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015 OPTION	Other Direct Costs (ODCs) and Travel COST In support of CLIN 0014. Non-fee bearing. To be reimbursed at actual costs only (See Notes G and H). FOB: Destination	1	Lot	UNDEFINED	UNDEFINED

MAX COST (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016 OPTION	Contract Data Requirements In support of CLIN 0014 (See Note G). FOB: Destination	1	Lot		NSP
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017 OPTION	ISR Service Hour FFP For One (1) Additional Spoke to the Hub specified in CLN 0014, in accordance with the attached SOW (See Notes A, B, C, D, F, and G). FOB: Destination	(b)(4)	Each	(b)(4)	
				MAX NET AMT	(b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
ISR Service Hour - CLIN 0017	0017	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018		1	Lot	UNDEFINED	UNDEFINED
OPTION	Other Direct Costs (ODCs) and Travel				
	COST				
	In support of CLIN 0017. Non-fee bearing. To be reimbursed at actual costs only (See Notes G and H).				
	FOB: Destination				
				MAX COST	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019		1	Lot		NSP
OPTION	Contract Data Requirements				
	In support of CLIN 0017 (See Note G). FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020 OPTION	ISR Service Hour FFP For One (1) Hub and One (1) Spoke in accordance with the attached SOW (See Notes A, B, C, D, F, and G). FOB: Destination	(b)(4)	Each	(b)(4)	

MAX NET AMT (b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
ISR Service Hour - CLIN 0020	0020	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021 OPTION	Other Direct Costs (ODCs) and Travel COST In support of CLIN 0020. Non-fee bearing. To be reimbursed at actual costs only (See Notes G and H). FOB: Destination	1	Lot	UNDEFINED	UNDEFINED

MAX COST (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022 OPTION	Contract Data Requirements In support of CLIN 0020 (See Note G). FOB: Destination	1	Lot		NSP
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0023 OPTION	ISR Service Hour FFP For One (1) Hub and One (1) Spoke in accordance with the attached SOW (See Notes A, B, C, D, F, and G). FOB: Destination	(b)(4)	Each	(b)(4)	
				MAX NET AMT	(b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
Service Hour - CLIN 0023	0023	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0024 OPTION	Other Direct Costs (ODCs) and Travel COST In support of CLIN 0023. Non-fee bearing. To be reimbursed at actual costs only (See Notes G and H). FOB: Destination	1	Lot	UNDEFINED	UNDEFINED
				MAX COST	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025 OPTION	Contract Data Requirements In support of CLIN 0023 (See Note G). FOB: Destination	1	Lot		NSP
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0026 OPTION	Exercise Support FFP In accordance with the attached SOW (See Notes G and J). FOB: Destination	(b)(4)	Each	(b)(4)	
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0027 OPTION	ISR Service Hour FFP Intelligence, Surveillance, and Reconnaissance (ISR) Service Hour for One (1) Hub and Three (3) Spokes in accordance with the attached SOW (See Notes A, B, C, D, F and G). FOB: Destination	(b)(4)	Each	(b)(4)	

MAX NET AMT (b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
ISR Service Hour - CLIN 0027	0027	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0028 OPTION	Other Direct Costs (ODCs) and Travel COST In support of CLIN 0027. Non-fee bearing. To be reimbursed at actual costs only (See Notes G and H). FOB: Destination	1	Lot	UNDEFINED	UNDEFINED

MAX COST (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029 OPTION	Contract Data Requirements In support of CLIN 0027 (See Note G). FOB: Destination	1	Lot		NSP
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0030 OPTION	ISR Service Hour FFP For One (1) Additional Spoke to the Hub specified in CLN 0027, in accordance with the attached SOW (See Notes A, B, C, D, F, and G). FOB: Destination	(b)(4)	Each	(b)(4)	
				MAX NET AMT	(b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
ISR Service Hour - CLIN 0030	0030	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0031 OPTION	Other Direct Costs (ODCs) and Travel	1	Lot	UNDEFINED	UNDEFINED

COST

In support of CLIN 0030. Non-fee bearing. To be reimbursed at actual costs only (See Notes G and H).

FOB: Destination

MAX COST (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032 OPTION	Contract Data Requirements	1	Lot		NSP

In support of CLIN 0030 (See Note G).
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0033 OPTION	ISR Service Hour FFP For One (1) Hub and One (1) Spoke in accordance with the attached SOW (See Notes A, B, C, D, F, and G). FOB: Destination	(b)(4)	Each	(b)(4)	

MAX NET AMT (b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
ISR Service Hours - CLIN 0033	0033	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0034 OPTION	Other Direct Costs (ODCs) and Travel COST In support of CLIN 0033. Non-fee bearing. To be reimbursed at actual costs only (See Notes G and H). FOB: Destination	1	Lot	UNDEFINED	UNDEFINED

MAX COST (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035 OPTION	Contract Data Requirements In support of CLIN 0033 (See Note G). FOB: Destination	1	Lot		NSP
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0036 OPTION	ISR Service Hour FFP For One (1) Hub and One (1) Spoke in accordance with the attached SOW (See Notes A, B, C, D, F, and G). FOB: Destination	(b)(4)	Each	(b)(4)	
				MAX NET AMT	(b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
ISR Service Hour - CLIN 0036	0036	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0037 OPTION	Other Direct Costs (ODCs) and Travel COST In support of CLIN 0036. Non-fee bearing. To be reimbursed at actual costs only (See Notes G and H). FOB: Destination	1	Lot	UNDEFINED	UNDEFINED
				MAX COST	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0038 OPTION	Contract Data Requirements In support of CLIN 0036 (See Note G). FOB: Destination	1	Lot		NSP
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0039 OPTION	Exercise Support FFP In accordance with the attached SOW (See Notes G and J). FOB: Destination	(b)(4)	Each	(b)(4)	
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0040 OPTION	ISR Service Hour FFP Intelligence, Surveillance, and Reconnaissance (ISR) Service Hour for One (1) Hub and Three (3) Spokes in accordance with the attached SOW (See Notes A, B, C, D, F and G). FOB: Destination	(b)(4)	Each	(b)(4)	

MAX NET AMT (b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
ISR Service Hour - CLIN 0040	0040	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0041 OPTION	Other Direct Costs (ODCs) and Travel COST In support of CLIN 0040. Non-fee bearing. To be reimbursed at actual costs only (See Notes G and H). FOB: Destination	1	Lot	UNDEFINED	UNDEFINED

MAX COST (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042 OPTION	Contract Data Requirements In support of CLIN 0040 (See Note G). FOB: Destination	1	Lot		NSP
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0043 OPTION	ISR Service Hour FFP For One (1) Additional Spoke to the Hub specified in CLN 0040, in accordance with the attached SOW (See Notes A, B, C, D, F, and G). FOB: Destination	(b)(4)	Each	(b)(4)	
				MAX NET AMT	(b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
ISR Service Hour - CLIN 0043	0043	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0044 OPTION	Other Direct Costs (ODCs) and Travel	1	Lot	UNDEFINED	UNDEFINED

COST

In support of CLIN 0043. Non-fee bearing. To be reimbursed at actual costs only (See Notes G and H).

FOB: Destination

MAX COST (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045 OPTION	Contract Data Requirements	1	Lot		NSP

In support of CLIN 0043 (See Note G).
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0046 OPTION	ISR Service Hour FFP For One (1) Hub and One (1) Spoke in accordance with the attached SOW (See Notes A, B, C, D, F, and G). FOB: Destination	(b)(4)	Each	(b)(4)	

MAX NET AMT (b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
ISR Service Hour - CLIN 0046	0046	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0047 OPTION	Other Direct Costs (ODCs) and Travel COST In support of CLIN 0046. Non-fee bearing. To be reimbursed at actual costs only (See Notes G and H). FOB: Destination	1	Lot	UNDEFINED	UNDEFINED

MAX COST (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0048 OPTION	Contract Data Requirements In support of CLIN 0046 (See Note G). FOB: Destination	1	Lot		NSP
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0049 OPTION	ISR Service Hour FFP For One (1) Hub and One (1) Spoke in accordance with the attached SOW (See Notes A, B, C, D, F, and G). FOB: Destination	(b)(4)	Each	(b)(4)	
				MAX NET AMT	(b)(4)

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
ISR Service Hour - CLIN 0049	0049	(b)(4)		

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0050 OPTION	Other Direct Costs (ODCs) and Travel	1	Lot	UNDEFINED	UNDEFINED

COST

In support of CLIN 0049. Non-fee bearing. To be reimbursed at actual costs only (See Notes G and H).

FOB: Destination

MAX COST (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051 OPTION	Contract Data Requirements	1	Lot		NSP

In support of CLIN 0049 (See Note G).
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0052 OPTION	Exercise Support	(b)(4)	Each	(b)(4)	

FFP
In accordance with the attached SOW (See Notes G and J).
FOB: Destination

MAX NET AMT (b)(4)

NOTES TO SECTION B

NOTE A: These CLINs may consist of stepladder quantities which may range from the stated minimum quantities through the stated maximum quantities for each respective CLIN. The Offeror may propose stepladder ranges where price breaks may be achieved as long as all quantities are included.

NOTE B: In accordance with the Statement of Work (SOW), service hours accumulate beginning when the ISR air vehicle is in flight within five nautical miles (nm) of a selected target collection point and all ISR systems are operating such that full motion video is being collected and transmitted back to a ground control station and/ or a remote receive station. The accumulation of service hours conclude when the ISR air vehicles begins its flight for Return to Base (RTB). If, however, the government aborts the mission prior to completion of the flight, service hours accumulate beginning when the ISR air vehicle is in flight and ends when the ISR air vehicle begins its flight for RTB.

NOTE C: Offerors shall propose a fully burdened fixed rate for a service hour that includes all direct and indirect costs associated with the performance of the services identified for this CLIN, including but not limited to: wages; overhead; repair; replacement, refurbishment, and maintenance of Contractor Furnished Equipment (CFE) used during contract performance; general and administrative expenses; and profit in order to provide the service hour as defined.

NOTE D: The contractor shall provide all equipment required to perform this contract in a hostile environment at no cost to the Government. All CFE remains the property of the contractor during and after contract performance. The contractor bears the loss of equipment, except for combat losses as defined in clause H-1 of this contract.

NOTE E: The minimum quantity is based on an average of 300 service hours per month, per site. The number of service hours anticipated per day for the minimum quantity is 10 hours.

NOTE F: The maximum quantity is based on an average of 720 service hours per month, per site.

NOTE G: Option Item to which the Option Clause FAR 52.217-7 "Option for Increased Quantity –Separately Priced Line Item (Mar 1989)" in Section I applies and which is to be supplied only if and to the extent said Option is exercised.

NOTE H: Travel and Combat Loss Other Direct Costs (ODCs) include those costs incurred in direct support of this contract. ODCs do not include costs necessary to support this contract in the normal course of business (i.e. allocated to overhead) nor does it include repair, replacement, refurbishment, and maintenance of CFE used during contract performance. Travel and Combat ODCs may be reimbursed provided such costs are specifically authorized and provided that the costs are reasonable, allowable, and allocable in accordance with the laws and regulations (see FAR Part 31).

Combat Loss ODCs are those costs associated with loss of equipment in a hostile environment due to causes beyond the contractor's control. Combat Loss may be reimbursed provided such costs are specifically authorized in accordance with Section H of this contract and provided that the costs are reasonable, allowable, and allocable in accordance with the laws and regulations (see FAR Part 31).

The Contractor is not entitled to additional fee for ODCs or travel, but is entitled to those costs normally associated with ODCs, such as overhead and burden costs.

NOTE J: This CLIN shall be proposed at a firm fixed price.

B-1 CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (TIME & MATERIALS/ FIXED PRICE/ COST)

This contract includes the following mixture of, Fixed price, and cost line items:

Line Item	Type
0001, 0004, 0007, 0010, 0013, 0014, 0017, 0020, 0023, 0026, 0027, 0030, 0033, 0036, 0039, 0040, 0043, 0046, 0049, and 0052	Firm Fixed Price (FFP)
0002, 0005, 0008, 0011, 0015, 0018, 0021, 0024, 0028, 0031, 0034, 0037, 0041, 0044, 0047, and 0050	Cost
0003, 0006, 0009, 0012, 0016, 0019, 0022, 0025, 0029, 0032, 0035, 0038, 0042, 0045, 0048, and 0051	Not Separately Priced

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	7,200.00	(b)(4)	17,560.00	(b)(4)

0002	1.00	(b)(4)	1.00	(b)(4)
0003	1.00		1.00	
0004	1.00		8,640.00	
0005	1.00		1.00	
0006	1.00		1.00	
0007	1.00		17,280.00	
0008	1.00		1.00	
0009	1.00		1.00	
0010	1.00		17,280.00	
0011	1.00		1.00	
0012	1.00		1.00	
0013	1.00		3.00	
0014	1.00		34,560.00	
0015	1.00		1.00	
0016	1.00		1.00	
0017	1.00		8,640.00	
0018	1.00		1.00	
0019	1.00		1.00	
0020	1.00		17,280.00	
0021	1.00		1.00	
0022	1.00		1.00	
0023	1.00		17,280.00	
0024	1.00		1.00	
0025	1.00		1.00	
0026	1.00		3.00	
0027	1.00	(b)(4)	34,560.00	(b)(4)
0028	1.00		1.00	
0029	1.00		1.00	
0030	1.00		8,640.00	
0031	1.00		1.00	
0032	1.00		1.00	
0033	1.00		17,280.00	
0034	1.00		1.00	
0035	1.00		1.00	
0036	1.00		17,280.00	
0037	1.00		1.00	
0038	1.00		1.00	
0039	1.00		3.00	
0040	1.00		34,560.00	
0041	1.00		1.00	
0042	1.00		1.00	
0043	1.00		8,640.00	
0044	1.00		1.00	
0045	1.00		1.00	
0046	1.00		17,280.00	
0047	1.00		1.00	
0048	1.00		1.00	
0049	1.00		17,280.00	
0050	1.00		1.00	
0051	1.00		1.00	
0052	1.00		3.00	

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	7200.00	(b)(4)	17,560.00	(b)(4)
0002	1.00		1.00	
0003	1.00		1.00	
0004	1.00		8,640.00	
0005	1.00		1.00	
0006	1.00		1.00	
0007	1.00		17,280.00	
0008	1.00		1.00	
0009	1.00		1.00	
0010	1.00		17,280.00	
0011	1.00		1.00	
0012	1.00		1.00	
0013	1.00		3.00	
0014	1.00		34,560.00	
0015	1.00		1.00	
0016	1.00		1.00	
0017	1.00		8,640.00	
0018	1.00		1.00	
0019	1.00		1.00	
0020	1.00		17,280.00	
0021	1.00		1.00	
0022	1.00		1.00	

0023	1.00	(b)(4)	17,280.00	(b)(4)
0024	1.00		1.00	
0025	1.00		1.00	
0026	1.00		3.00	
0027	1.00		34,560.00	
0028	1.00		1.00	
0029	1.00		1.00	
0030	1.00		8,640.00	
0031	1.00		1.00	
0032	1.00		1.00	
0033	1.00		17,280.00	
0034	1.00		1.00	
0035	1.00		1.00	
0036	1.00		17,280.00	
0037	1.00		1.00	
0038	1.00		1.00	
0039	1.00		3.00	
0040	1.00		34,560.00	
0041	1.00		1.00	
0042	1.00		1.00	
0043	1.00		8,640.00	
0044	1.00		1.00	
0045	1.00		1.00	
0046	1.00		17,280.00	
0047	1.00		1.00	
0048	1.00		1.00	
0049	1.00		17,280.00	

0050	1.00	(b)(4)	1.00	(b)(4)
0051	1.00		1.00	
0052	1.00		3.00	

DESCRIPTION/ SOW

STATEMENT OF WORK.

C-1 CLIN 0001, and OPTION CLINs 0014, 0027, and 0040. The contractor shall provide Intelligence, Surveillance, and Reconnaissance (ISR) service hours for one (1) hub and (3) three spokes in accordance with each task order and Attachment J-1 Statement of Work (SOW).

C-2 CLIN 0002, and OPTION CLINs 0005, 0008, 0011, 0015, 0018, 0021, 0024, 0028, 0031, 0034, 0037, 0041, 0044, 0047, and 0050, TRAVEL AND COMBAT LOSS OTHER DIRECT COSTS. Travel and Combat Other Direct Costs (ODCs) include those costs necessary for the direct support of this contract but not included in the cost/price of another item. ODCs do not include costs necessary to support this contract in the normal course of business (i.e. allocated to overhead). ODCs do not include costs necessary to support this contract in the normal course of business (i.e. allocated to overhead) nor does it include repair, replacement, refurbishment, and maintenance of CFE used during contract performance. ODCs and travel may be reimbursed provided such costs are specifically authorized and provided that the costs are reasonable, allowable, and allocable in accordance with the laws and regulations (e.g. FAR Part 31). The Contractor shall be reimbursed for travel costs in accordance with the Federal Acquisition Regulation as limited by the Joint Travel Regulations, Volume II and the following: (1) where official company travel can reasonably be planned in advance so as to take advantage of available discounted standard or coach airfares; and (2) travel to and from work shall not be reimbursed, hereunder. The contractor is not entitled to additional fee for ODCs or travel but is entitled to those costs normally associated with ODCs, such as overhead and burden costs.

Combat Loss ODCs are those costs associated with loss of equipment in a hostile environment due to causes beyond the contractor's control. Combat Loss may be reimbursed provided such costs are specifically authorized in accordance with Section H of this contract and provided that the costs are reasonable, allowable, and allocable in accordance with the laws and regulations (see FAR Part 31).

The Contractor is not entitled to additional fee for ODCs or travel, but is entitled to those costs normally associated with ODCs, such as overhead and burden costs.

C-3 CLIN 0003 and OPTION CLINs 0006, 0009, 0013, 0016, 0019, 0023, 0026, 0029, 0033, 0036, and 0039, CONTRACT DATA REQUIREMENTS LIST (CDRL). CDRLs shall be provided in accordance with Exhibits A001 through A007. The purpose of the CDRL is to provide general information regarding data to be delivered to the Government. The CDRL provides for a concise means of addressing the data content, distribution, inspection and acceptance location, due dates and frequency, and any other information pertinent to the data requirement. The CDRL defines the data content and format requirements. Unless otherwise specified in an Exhibit, contractor format is acceptable.

C-4 OPTION CLINs 0013, 0026, 0039, and 0052. The contractor shall provide ISR exercise support in accordance with each task order and Attachment J-1 SOW.

C-5 OPTION CLINs 0004, 0017, 0030, and 0043. The contractor shall provide ISR service hours at an additional spoke in accordance with each task order and Attachment J-1 SOW.

C-6 OPTION CLINs 0007, 0020, 0033, and 0046. The contractor shall provide ISR service hours at an additional geographically separate hub and spoke in accordance with each task order and Attachment J-1 SOW. This hub and spoke shall be separate from the hub and spokes in CLINs 0001, and option CLINs 0014, 0027, and 0040.

C-7 OPTION CLINs 0010, 0023, 0036. and 0049. The contractor shall provide ISR service hours at another additional geographically separate hub and spoke in accordance with each task order and Attachment J-1 SOW. This hub and spoke shall be separate from the hub and spokes in CLINs 0001, and option CLINs 0014, 0027, and 0040 and the hub and spoke in option CLINs 0007, 0020, 0033, and 0046.

C-8 SERVICE HOUR DESCRIPTION.

Service hours accumulate beginning when the ISR air vehicle is in flight within five nautical miles (nm) of a selected target collection point and all ISR systems are operating such that full motion video is being collected and transmitted back to a ground control station and/ or a remote receive station. The accumulation of service hours conclude when the ISR air vehicles begins its flight for Return to Base (RTB). If, however, the government aborts the mission prior to completion of the flight, service hours accumulate beginning when the ISR air vehicle is in flight and ends when the ISR air vehicle begins its flight for RTB.

The fixed service hour rate shall include all direct and indirect costs associated with the performance of the services identified in the SOW, including but not limited to: wages; overhead; repair, replacement, refurbishment, and maintenance of Contractor Furnished Equipment (CFE) used during services; general and administrative expenses, and profit in order to provide the service hour as defined in Section B and the SOW.

The contractor shall provide all equipment required to perform this contract in a hostile environment at no cost to the Government. All CFE remains the property of the contractor during and after contract performance.

C-9 CONTRACTOR'S PROPOSAL.

Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal D950-10999-3-R2 dated 10 July 2007 in response to MARCORSYSCOM Solicitation No. M67854-07-R-2052.

The Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-1 PACKAGING OF TECHNICAL DATA (CLIN 0003 and OPTION CLINs 0006, 0009, 0013, 0016, 0019, 0023, 0026, 0029, 0033, 0036, and 0039). All CDRL deliverables shall be delivered in accordance with the applicable DD Form 1423 attached hereto.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.246-7000	Material Inspection And Receiving Report	MAR 2003

INSPECTION AND ACCEPTANCE TERM

E-1 TECHNICAL DATA REQUIREMENTS

Technical Data Requirements will be inspected and accepted by the Government as specified for each Exhibit in accordance with the applicable DD Form 1423 (CDRL) attached hereto. Technical Data will be inspected and accepted as indicated in Block (7) of each Exhibit as follows:

Data items submitted under Letter of Transmittal (LT) shall be the responsibility of the initial addressee under Block 14 of the DD Form 1423 as to review for adequacy and contract compliance. Where Code A is entered in Block 8 of the DD Form 1423 and deficiencies or inadequacies are noted, the initial addressee shall so advise the Contractor in writing in accordance with paragraph E.1.2.

Unless otherwise specifically stated in the applicable DD Form 1423, or associated Data Item Description (DID), the Government must provide written comment, rejection or acceptance to the Contractor within thirty (30) days after receipt of each data submission. The Contractor shall notify the Government in writing (PCO) if the Government is at risk of failing to meet the applicable review time requirements.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government

0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government
0021	Destination	Government	Destination	Government
0022	Destination	Government	Destination	Government
0023	Destination	Government	Destination	Government
0024	Destination	Government	Destination	Government
0025	Destination	Government	Destination	Government
0026	Destination	Government	Destination	Government
0027	Destination	Government	Destination	Government
0028	Destination	Government	Destination	Government
0029	Destination	Government	Destination	Government
0030	Destination	Government	Destination	Government
0031	Destination	Government	Destination	Government
0032	Destination	Government	Destination	Government
0033	Destination	Government	Destination	Government
0034	Destination	Government	Destination	Government
0035	Destination	Government	Destination	Government
0036	Destination	Government	Destination	Government
0037	Destination	Government	Destination	Government
0038	Destination	Government	Destination	Government
0039	Destination	Government	Destination	Government
0040	Destination	Government	Destination	Government
0041	Destination	Government	Destination	Government
0042	Destination	Government	Destination	Government
0043	Destination	Government	Destination	Government
0044	Destination	Government	Destination	Government
0045	Destination	Government	Destination	Government
0046	Destination	Government	Destination	Government
0047	Destination	Government	Destination	Government
0048	Destination	Government	Destination	Government
0049	Destination	Government	Destination	Government
0050	Destination	Government	Destination	Government
0051	Destination	Government	Destination	Government
0052	Destination	Government	Destination	Government

Section F - Deliveries or Performance

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
52.242-17	Government Delay Of Work	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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 20-JUL-2007 TO 31-DEC-2007	N/A	N/A FOB: Destination	
0002	POP 20-JUL-2007 TO 31-DEC-2007	N/A	N/A FOB: Destination	
0003	POP 20-JUL-2007 TO 31-DEC-2007	N/A	N/A FOB: Destination	
0004	POP 20-JUL-2007 TO 31-DEC-2007	N/A	N/A FOB: Destination	
0005	POP 20-JUL-2007 TO 31-DEC-2007	N/A	N/A FOB: Destination	
0006	POP 20-JUL-2007 TO 31-DEC-2007	N/A	N/A FOB: Destination	
0007	POP 20-JUL-2007 TO 31-DEC-2007	N/A	N/A FOB: Destination	
0008	POP 20-JUL-2007 TO 31-DEC-2007	N/A	N/A FOB: Destination	
0009	POP 20-JUL-2007 TO 31-DEC-2007	N/A	N/A FOB: Destination	
0010	POP 20-JUL-2007 TO 31-DEC-2007	N/A	N/A FOB: Destination	
0011	POP 20-JUL-2007 TO 31-DEC-2007	N/A	N/A FOB: Destination	

0012	POP 20-JUL-2007 TO 31-DEC-2007	N/A	N/A FOB: Destination
0013	POP 20-JUL-2007 TO 31-DEC-2007	N/A	N/A FOB: Destination
0014	POP 01-JAN-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination
0015	POP 01-JAN-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination
0016	POP 01-JAN-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination
0017	POP 01-JAN-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination
0018	POP 01-JAN-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination
0019	POP 01-JAN-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination
0020	POP 01-JAN-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination
0021	POP 01-JAN-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination
0022	POP 01-JAN-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination
0023	POP 01-JAN-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination
0024	POP 01-JAN-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination
0025	POP 01-JAN-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination
0026	POP 01-JAN-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination
0027	POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination
0028	POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination
0029	POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination

0030	POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination
0031	POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination
0032	POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination
0033	POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination
0034	POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination
0035	POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination
0036	POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination
0037	POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination
0038	POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination
0039	POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination
0040	POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination
0041	POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination
0042	POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination
0043	POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination
0044	POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination
0045	POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination
0046	POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination
0047	POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination

0048	POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination
0049	POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination
0050	POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination
0051	POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination
0052	POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

PERIOD OF PERFORMANCE FOR MINIMUM GUARANTEE

The period of performance for the 7,200 hours minimum guarantee for CLINs 0001 – 0003 is from the date of contract award with full operational performance commencing on 1 September 2007 and continuing through 31 December 2007. The period of performance for additional task orders will be negotiated at task order award.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS

ELECTRONIC INVOICING PROCEDURES (MARCORSYSCOM Feb 2006)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (May 2006)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor request for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The contractor shall (i) ensure an Electronic Business Point of Contract (POC) is designated in Central Contractor Registration at http://www.ccr.gov and (ii) register to use WAWF-RA at the https://wawf.eb.mil/ within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the https://wawf.eb.mil/.

The USMC WAWF-RA point of contact for this contract is Larry Bochenek and can be reached on (703) 432-4031 or via email at lawrence.bochenek@usmc.mil. The alternate USMC WAWF-RA point of contact is Valerie Tolan and can be reached on (703)-432-4192 or via email at valerie.tolan@usmc.mil.

The contactor is directed to use the 2-IN-1 format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC (M67854) as the DODAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

DFAS-Columbus
P.O. Box 369022
Attn:Kansas-M67443
Columbus, Ohio 43236-9022

E-Mail: CCO-KC-VPIS@DFAS.MIL
PHONE: 1-800-756-4571 #2 then #4
WAWF: https://wawf.eb.mil/
VPIS: https://www.dfas.mil/money/vendor

Data entry information in WAWF:
Payment Office DoDAAC: HQ0339
Issue By DoDAAC: M67854
Admin Office DoDAAC: S2606A
Ship To/Service Acceptor DoDAAC: (8d)M67854/EXT PG11
Contract Number: M67854-07-D-2052

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the contractor will be prompted to send additional email notifications. The contractor shall click on " Send Additional Email Notifications" block on the page that appears. Add the primary point of contact's email address(provided above) in the first email address block and add the alternate point of contact's email address in the following block. This additional notification to the government is important to ensure the appropriate point of contact is aware that the invoice documents have been submitted into the WAWF-RA system.

NOTE: The POCs identified above are for WAWF issues only. Any other contracting questions/problems should be addressed to the POC identified in Section A of the contract.

SPECIAL CONTRACT INSTRUCTIONS

H-1 EQUIPMENT COMBAT LOSS

All losses of equipment caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as acts of God or the public enemy; acts of the Government in either its sovereign or contractual capacity; fires; floods; and unusually severe weather may be reimbursed. In the event that an act of war or unusually severe weather damages or destroys contractor equipment, The Contractor Program Manager and the VMU Commanding Officer or resident Contracting Officer's Representative (COR) must agree to the cause of the damage or loss. If the parties cannot agree, the PCO will make a final determination, in writing. Failure to agree will be a dispute under the Disputes clause of this contract. If agreed upon, the Contractor may submit an invoice for the loss under the applicable contract CLIN in accordance with clause 52.216-7 "Allowable Cost and Payment" of this contract.

H-2 CONSTRUCTIVE CHANGE ORDERS

No order, statement, or conduct of Government personnel who might visit the Contractor's facility or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority at the Contractor's expense, and no adjustment shall be made in the contract price or other contract terms and conditions as consideration for the aforementioned unauthorized change. Furthermore, should the unauthorized change be to the Government's detriment, the Contractor may be held financially responsible for its correction.

H-3 SUBCONTRACTING PLAN

In accordance with FAR 52.219-9, the Contractor's approved Small Business Subcontracting Plan is hereby included in and made part of this contract by reference.

H-4 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE

All representations and certifications and other written statements made by the contractor in response to SECTION K of the solicitation or at the request of the contracting officer, incident to the award of the contract or modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

H-5 SUBSTITUTION OF PERSONNEL

The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

All proposed substitute personnel shall have qualifications equal to or higher than the qualifications of the person to be replaced, including the appropriate security clearance. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H-6 COPYRIGHT RELEASE

The contractor shall identify copyrighted material, if any, and shall obtain the written release of the copyright owner(s). The releases shall be provided to the Government and shall state that the U.S. Government may reproduce the manuals or instructions for distribution within the Department of Defense as necessary for training, maintenance, and/or operation.

H-7 GOVERNMENT FURNISHED PROPERTY (GFP) AND MATERIAL (GFM)

Government property is as defined in Federal Acquisition Regulation (FAR) Part 45 and Defense Acquisition Regulation Supplement (DFARS) Part 245, and is property both real and personal, which is provided under this contract by the Government, or which is acquired by the Contractor at Government expense, to support the efforts outlined under this contract. MARCORSYSCOM will coordinate with the Supply Chain Management Center (SCMC), Marine Corps Logistics Command, Albany, GA to provide the required GFP. The SCMC will forward an accountability agreement to the Contractor for signature to establish chain of custody and property responsibilities. Copies of the agreement shall be provided to MARCORSYSCOM.

Only the material listed in Attachment J-2, Government Responsibilities, in the quantities shown, will be furnished by the Government. All other material required in the performance of this contract shall be furnished by the Contractor. GFP/ GFM listed in Attachment J-2, paragraph

1.6.1. shall be provided to the Contractor personnel prior to their deployment All GFP/ GFM listed in paragraph 1.6.2. shall be provided to Contractor personnel upon their arrival in theater.

H-8 TRAVEL

Travel in performance of this contract shall be authorized in advance. The COR shall authorize all intra and inter-theater travel. The Project Officer shall authorize all CONUS travel.

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	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	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
52.215-14	Integrity of Unit Prices	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
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	SEP 2006
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989

52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	NOV 2006
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 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
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-16	Progress Payments	APR 2003
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
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
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	AUG 1998
52.244-6	Subcontracts for Commercial Items	SEP 2006
52.245-1	Property Records	APR 1984
52.245-2 Alt I	Government Property (Fixed-Price Contracts) (May 2004) - Alternate I	APR 1984
52.245-9	Use And Charges	AUG 2005
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-20	Warranty Of Services	MAY 2001
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006

52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	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
252.205-7000	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	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7004	Reporting of Contract Performance Outside the United States and Canada--Submission after Award	DEC 2006
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	DEC 2006
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	JUN 2006
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	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7021	Rights In Data--Existing Works	MAR 1979
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7003	Capture and Detention	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7008	Assignment of Claims (Overseas)	JUN 1997

252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.235-7003	Frequency Authorization	DEC 1991
252.239-7000	Protection Against Compromising Emanations	JUN 2004
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)	JAN 2007
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023 Alt I	Transportation of Supplies by Sea(May 2002) Alternate I	MAR 2000
252.251-7000	Ordering From Government Supply Sources	NOV 2004

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued within the Period of Performance specified for each CLIN.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1) service hour, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of [see Section B for Max Qtys]

(2) Any order for a combination of items in excess of [see Section B for Max Qtys]; or

(3) A series of orders from the same ordering office within 365 days that together call for

quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 December 2010.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days prior to commencement of Option period. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

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

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at http://www.nlrb.gov.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at http://www.olms.dol.gov; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or

vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.232-32 PERFORMANCE-BASED PAYMENTS (FEB 2002)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments. (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments

are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress, or (ii) unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title. (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____ ; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(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/

(End of clause)

Orders - IQC MC 5252.216-9652 (JUN 1985)

(a) GENERAL. Orders for supplies, services or work described herein may be issued by the Contracting Officer in accordance with requirements determined by the applicable Contracting Officer's Representative, at any time during the effective term of this contract. The Contracting Officer shall be responsible for assuring that the requirements of DFARS 215.804 are met. Except as otherwise provided in a specific Delivery Order, the Contractor shall furnish all materials and services necessary to accomplish the work specified within each Delivery Order hereunder. The provisions of this agreement apply to all Delivery Orders issued hereunder and to the extent that any inconsistency between Delivery Orders and this contract might take place, the contract shall take precedence. The Contractor

agrees to accept and perform Delivery Orders negotiated with and issued by the Contracting Officer within the scope of this contract during its term.

(b) ORDERING. Delivery Orders and modifications thereto shall be made in writing by the Contracting Officer. Each Delivery Order shall:

1. Be issued on a DD Form 1155 (Standard Form 30 for modifications);
2. Be identified in number in accordance with Part 4, Subpart 4.70 of Defense Federal Acquisition Regulation Supplement (DFARS);
3. Incorporate by reference the terms and conditions of this contract;
4. Set forth detailed specifications or requirements for the supplies or services being ordered with reference to the appropriate item under Section B of this agreement;
5. Set forth quantities being ordered, including any ADPE (IAW FIRMR Guidance), Reproduction or Artwork, or other materials, and costs associated therewith;
6. Set forth preservation, packaging, and packaging instructions, as needed;
7. Set forth desired or negotiated delivery or performance dates;
8. Set forth consignment and marking instructions for supplies being ordered, to the extent they are known at the time an order is issued;
9. Designate the place(s) and set forth the method of inspection and approval periods for designated phases of work, if applicable, pursuant to Section E hereof;
10. Set forth the number of hours, by labor category, negotiated to perform the effort and the total price for those hours. This price plus prices negotiated for Other Direct Costs shall constitute the total price of the Delivery Order;
11. Set forth any property, material, or facilities to be furnished by the Government;
12. Set forth appropriations and accounting data for the work being ordered;
13. Set forth detailed provisions for the amount and time frame associated with any discount associated with prompt payment;
14. Cite the appropriate authority for using other than full and open competition;
15. Set forth instructions for "DELIVERABLES" as set forth in each Delivery Order;
16. Designate a Government point of contact in each Delivery Order;
17. Be signed by the Contractor and the Contracting Officer, in the case of a Bilateral Priced Order, or by the Contracting Officer, in the case of a Unilateral Unpriced Order. The original Unilateral Unpriced Order shall be signed by the Contracting Officer and a copy furnished to the Contractor. As provided in paragraph (d) below, each Unilateral Unpriced Order shall be considered a binding contract, upon issuance by the Contracting Officer.

(c) BILATERAL PRICED ORDERS. Within thirty (30) days of receipt of a Request for Quotation (RFQ) from the Government, the Contractor shall submit, to the Contracting Officer, a technical and a cost proposal for accomplishing the work specified. Cost proposals shall include the following: hourly rates, labor hours, and other direct costs. Provided an audit is not required, within ten (10) working days of submission of the Contractor's proposal and supporting cost and pricing data, the Contractor and the Contracting Officer shall negotiate an agreement for the price and the delivery schedule of an appropriate Delivery Order. If an audit is required, pursuant to FAR & DFARS 15.805, the parties shall negotiate such agreement within ten (10) working days after receipt of said DCAA audit report by the Contracting Officer. The negotiated price and delivery schedule shall be specified in a Bilateral Priced Order. Upon receipt of a signed copy of the Bilateral Priced Order, the Contractor shall commence the work specified therein. Except as otherwise provided in paragraph (d) below, the Contractor shall not begin work on a Delivery Order until a Bilateral Priced Order is issued by the Contracting Officer. In submitting price proposals, rates shall not exceed the rates established in Section B.

(d) UNLATERAL UNPRICED ORDERS. When the Government determines that the need for specific supplies or services is unusually urgent or the extent and probable cost of the required work cannot be determined at the time the order must be issued in order to meet delivery requirements, the Contracting Officer may issue a Unilateral Unpriced Order requiring the Contractor to proceed with the performance of work specified therein. The Unilateral Unpriced Order shall specify an estimated price and desired delivery schedule for the work being ordered. The Government's desired delivery schedule shall apply unless the Contracting Officer receives a written notification from the contractor, within fifteen (15) days after receipt of the order, that the proposed delivery schedule is not acceptable.

Such a notification shall propose an alternative delivery schedule for the work requested. The Contractor shall be obligated to meet this proposed schedule unless superseded by modifications established in a bilateral agreement.

The estimated price proposed by the Unilateral Unpriced Order shall limit the Government's obligation to pay for the work ordered until a price and delivery schedule can be negotiated by the Contractor and the Contracting Officer. The Contractor shall submit a price and technical proposal for the work ordered within 30 days after the receipt of the order. In no event shall the costs incurred exceed forty (40) percent of the estimated price of the order before these proposals are submitted. The Contractor shall include a statement of costs incurred and an estimate of the costs expected to complete the work in his proposal. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the Contractor's technical and price proposal, with supporting data, the Contractor and the Contracting Officer, shall negotiate an agreement for the finalized price and delivery schedule, which will be specified in a bilateral modification to the original order. Failure of the Contractor and the Contracting Officer to agree on the price and/or delivery schedule shall be considered a dispute concerning a question of fact as described in the "Disputes" clause of this Agreement. If a price is not negotiated within sixty (60) days after submission of the Contractor's price proposal and supporting data, the Contracting Officer may issue a modification to the Unilateral Unpriced Order which establishes labor categories to be utilized for purposes of billing that will remain in effect until a price is established in accordance with billing categories set forth in the modification to the order for the items delivered. The Government will make payment for these, less appropriate withholdings, in accordance with the terms and conditions of this contract. In submitting price proposals, rates shall not exceed the rates establish in Section B.

(e) Cost and Pricing Data. Whenever cost or pricing data are required in accordance with FAR & DFARS 15.804, the Contractor shall submit a signed Standard Form 1411 (Contract Pricing Proposal Cover Sheet). When the Certificate of Cost or Pricing Data is required in accordance with FAR & DFARS 15.804-4, the Contractor shall submit the certificate set forth in FAR 15.804-4.

(f) Funding Of Orders. Each order (Priced or Unpriced) will be individually funded. The Appropriation and accounting data required to obligate funds will be included in each priced or unpriced order.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
	CLIN 0003 CDRL(s)	1	19-JAN-2007
	CLIN 0003 CDRL(s)	1	19-JAN-2007
	CLIN 0003 CDRL(s)	1	19-JAN-2007
	CLIN 0003 CDRL(s)	1	19-JAN-2007
	CLIN 0003 CDRL(s)	1	19-JAN-2007
	CLIN 0003 CDRL(s)	1	19-JAN-2007
	CLIN 0003 CDRL(s)	1	19-JAN-2007
Attachment 1	Statement of Work	15	13-FEB-2007
Attachment 2	Government Responsibilities	5	03-JAN-2007
Attachment 3	Meta-Data Definitions	2	03-JAN-2007
Attachment 4	DD254 - Contract Security Classification Specification		12-FEB-2007