



**DEPARTMENT OF THE NAVY**  
NAVAL FACILITIES ENGINEERING COMMAND  
ATLANTIC  
6506 HAMPTON BLVD  
NORFOLK VA 23508-1278

TELEPHONE NO:

(757) 322-4582  
IN REPLY REFER TO:

N62470-04-D-4017  
AQ229:LRH  
20 December 2005

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Essential Information

Attn: Mr. James Donahue  
P.O. Box 19405  
Washington, DC 20036

RE: FREEDOM OF INFORMATION ACT REQUEST CONTRACT N62470-04-D-4017,  
EMERGENCY CONSTRUCTION CAPABILITIES (CONCAP III) CONTRACT,  
WORLDWIDE

Dear Mr. Donahue:

This responds to your Freedom of Information Act (FOIA) request of 29 November 2005 in which you seek a copy of contract N62470-04-D-4017 and any contract modifications. Your request was received by this office on 5 December 2005.

Pursuant to our telephone conversation on 19 December 2005, the FOIA request was revised to exclude proprietary information referenced on page 2 of 43 of the contract document. This revision was verified by the attached letter dated 19 December 2005. We have reviewed the attached documents which are responsive to your request and they are released to you in their entirety.

The fees associated with the processing of your request are waived in this instance.

Any questions concerning this matter should be directed to Laura R. Hohbach, Code AQ229 at (757) 322-4582 or email at [laura.hohbach@navy.mil](mailto:laura.hohbach@navy.mil).

Sincerely,

LAURA R. HOHBACH  
Contract Specialist  
Contracts Office

- Enclosures:
1. Freedom of Information Act (FOIA) request of 29 November 2005
  2. Clarification of FOIA request dated 19 December 2005
  3. Contract N62470-04-D-4017
  4. SF-30 for Contract N62470-04-D-4017 Modification P00001
  5. SF-30 for Contract N62470-04-D-4017 Modification P00002
  6. SF-30 for Contract N62470-04-D-4017 Modification P00003
  7. SF-30 for Contract N62470-04-D-4017 Modification P00004

**EMERGENCY CONSTRUCTION CAPABILITIES CONTRACT WORLDWIDE (CONCAP II)**

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C2	PAGE OF PAGES 1   59
2. CONTRACT NO. N62470-04-D-4017	3. SOLICITATION NO. N62470-04-R-4017	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 02 Feb 2004	6. REQUISITION/PURCHASE NO. PF01704	
ISSUED BY WALTER ATLANTIC DIVISION, NAVFACENGC HAMPTON BLVD FOLK VA 23508-1278		CODE N62470	8. ADDRESS OFFER TO (If other than Item 7)  See Item 7		
TEL: FAX:		TEL: FAX:			

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

**SOLICITATION**

9. Sealed offers in original and \_\_\_\_\_ 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 \_\_\_\_\_ until 0200 PM local time 09 Mar 2004  
(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 A. NAME CALL: LAURETTE BRUNNER	B. TELEPHONE (Include area code) <i>NO COLLECT CALLS</i> 757 322-8289	C. E-MAIL ADDRESS brunnerl@cfllant.navfac.navy.mil
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(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
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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 item, delivered at the designated point(s), within the time specified in the schedule.

SCOUNT FOR PROMPT PAYMENT <i>See Section I, Clause No. 52.232-8)</i>	None
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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
0001	02/23/2004	0003	03/11/2004
0002	03/04/2004	0004	03/15/2004

15A. NAME AND ADDRESS OF OFFEROR Kellogg Brown & Root Services, Inc. 1550 Wilson Boulevard, Suite 400 Arlington, Virginia 22209	CODE 07PJ4	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) LOUIS J. MARTINEZ, P.E., Vice President, Facilities, Modification & Repair
DUNS 929666709			

15B. TELEPHONE NO (include area code) 703-526-7605 / 2356	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE <i>Louis J. Martinez</i>	18. OFFER DATE 03/22/2004
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED See Page 2	20. AMOUNT See Page 2	21. ACCOUNTING AND APPROPRIATION See Page 3
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(e)( ) <input type="checkbox"/> 41 U.S.C. 253(e)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM Block 7
24. ADMINISTERED BY (if other than Item 7) Same as Block 7 (see Page 2)	25. PAYMENT WILL BE MADE BY See Page 3	

26. NAME OF CONTRACTING OFFICER (Type or print) PATRICIA S. KELLIHAN TEL: _____ FAX: _____	27. UNITED STATES OF AMERICA <i>P. Skeen</i> (Signature of Contracting Officer)	28. AWARD DATE 7-26-04
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**Block 7. Name and Address changed to:**

Commander, Naval Facilities Engineering Command, Atlantic  
6506 Hampton Boulevard  
Norfolk, VA 23508-1278

**Block 19. Accepted as to items numbered:**

The award of this contract includes Amendments 0001 through 0004 and incorporates your proposed maximum ceiling indirect rates and award fee percentages for the Base Period and all Option Periods, as shown on the attached table.

Kellogg Brown & Root Services, Inc. Subcontracting Plan for Small Business, Small Disadvantaged Business of 22 March 2004 has been approved and is attached.

**Block 20.** The minimum guarantee of \$100,000 for the life of the contract, including option years, is provided. The contract total is a not-to-exceed maximum value of \$500,000,000.

**Section F3. Term of the contract:**

The base contract term shall be for a period of 12 months commencing on the date of contract award. The Government has the option to extend the term of the contract in accordance with the "Option to Extend the Term of the Contract, FAR 52.217-9 (Mar 2000)" Clause in Section I.

**Section G2.**

The contract auditor name and address for this contract is:

Defense Contract Audit Agency  
Arlington Branch Office  
KBR Sub-office  
4100 Clinton Drive, 01-B2P  
Houston, TX 77020-6237

**Section G3 – Contract Administration Data**

The Contracting Officer's Representative (COR) for this contract is:

Commander, Naval Facilities Engineering Command, Atlantic  
Mr. James Gale, Code CE  
6506 Hampton Blvd.  
Norfolk, Virginia 23511-2699

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**Section I, FAC 5252.216-9300, Appointment of Ordering Officers:**

The Ordering Officers for this contract are designated as follows:

Patricia S. Kellihan, NAVFAC Atlantic

Laurette Brunner, NAVFAC Atlantic

Kimberly F. Ribaud, NAVFAC Atlantic

Laura Hohbach, NAVFAC Atlantic

Sharlaine Ishida, NAVFAC Pacific

David Demoske, Southern Division, NAVFAC

Kristine Penninger, Southern Division, NAVFAC

Carol Lloyd, Southern Division, NAVFAC

William Anonie, Southern Division, NAVFAC

Any changes or additions to the ordering officers listed above will be annotated on a specific task order or designated by contract modification.

**Block 21. Accounting and Appropriation:**

AA 17 04041804 KU2N 0250 62470 8 068732 2D 0500LQ AA004SGA0004 \$100,000.00

**Block 25. Payment will be made by:**

Defense Finance and Accounting Service

Operating Location Oakland

Attn: FPV

P. O. Box 23870

Oakland, CA 94623-3870

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	CONCAP III COST EMERGENCY CONSTRUCTION CAPABILITIES CONTRACT (CONCAP III), WORLDWIDE FOB: Destination PURCHASE REQUEST NUMBER: PR401704	UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED
				MAX COST	\$500,000,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000101	COST Funding ACRN AA FOB: Destination	UNDEFINED		UNDEFINED	UNDEFINED
	ACRN AA CIN: 00000000000000000000000000000000			MAX COST	UNDEFINED \$100,000.00

## Section C - Descriptions and Specifications

SCOPE OF WORK**SCOPE OF WORK**

The work includes providing the supervision, equipment, materials, labor, travel and all means necessary to provide the Navy an immediate response for civilian construction contract capability. The construction and related engineering and services would be in response to natural disasters, humanitarian assistance, conflict, or projects with similar characteristics. This includes occasional projects to ensure readiness to perform under emergency situations. The scope includes the capability to provide general mobilization services (embarkation) for personnel, equipment and material in support of Naval Construction Forces (NCF) mobilization efforts and similar mobilization efforts. The work also includes the capability to set up and operate Material Liaison Office (MLO) at a deployed site in support of NCF operations. The Contractor may be tasked to participate in military exercises.

Work will be predominately construction. In conjunction with construction and/or construction support tasking, the Contractor, on a limited basis, may be required to provide the following Base Operating Support (BOS) Services: Air Operations; Port Operations; Morale, Welfare and Recreation Support; Galley; Billeting; Facilities Support; Utilities; Base Support Vehicles and Equipment; and Environmental. These services are primarily anticipated in support of facilities overseas. The Service Contract Act and other applicable clauses will be incorporated by individual task order, as necessary, for stateside work.

The contract will be a Cost Plus Award Fee, Indefinite Delivery/Indefinite Quantity (ID/IQ) type contract with an estimated ceiling of \$600 million. The contract term will be a base period of one year, with four one-year option periods. The contract will provide construction and related services through a contractor with a stand-by profile, including program planning, scheduling, design, engineering, transportation, construction management, and quality control.

Construction critical response during an emergency will primarily support aid for natural disasters, military conflict or humanitarian aide. Early mobilization and start up construction is the utmost goal of this procurement. The potentially massive logistics of moving people, materials, and equipment for numerous and simultaneous projects and work sites will require flexibility and extensive management and coordination. The contractor shall be required to work very closely and in detail with Navy procurement, planning, and program officials. The goals and planned actions may be developed through contractor and Navy iterative discussions. The contract is not meant to necessarily eliminate all other construction procurements surrounding a situation, but is to provide a critical action response and continued momentum in providing recovery or support.

The intent of the contract is to have unbounded flexibility in construction and related planning, design, engineering, and construction material logistics. The following are types of construction and products the contractor could be required to provide:

(The list is not all inclusive).

- Dredging
- Airfield runway construction and/or repair
- Airfield facilities construction
- Administrative and educational facilities
- Hardened facilities and personnel bunkers
- Electric power plant
- Electric power distribution systems
- Communication facilities
- Water treatment plant
- Sewage treatment plant
- Enemy containment and processing facilities

Water well drilling  
 Garage disposal / recycling facilities  
 Transportation depots for materials  
 Warehouse facilities for construction materials  
 Warehouse facilities for other customers  
 Facilities for troop berthing and billeting  
 Facilities for equipment dispatch, repair, decontamination  
 Ammunition storage facilities  
 Rail facilities  
 Bridges  
 Causeways  
 Medical clinics/field hospitals  
 Road construction (asphalt, concrete, engineered fill)  
 Soils engineering  
 Fire fighting facilities and distribution systems  
 Pier construction  
 Petroleum handling pier facilities  
 Petroleum storage facilities  
 Chemical, Biological, and Radiological area decontamination  
 Environmental restoration  
 Operations of power generation, concrete and asphalt plants, etc.

#### **GENERAL DESIGN REQUIREMENTS**

Design requirements for this contract range from minimal design to full design. Design, when required by the Contracting Officer and unless specified otherwise by the Contracting Officer, shall be in accordance with the Professional Services Guide (PSG) dated June 2002 and future updates, and with the design guidance Unified Facilities Criteria (UFC) listed below. When required by the Contracting Officer, provide electronic design submittals in accordance with UFC 1-300-10N.

The PSG is available on the LANTDIV website at <http://www.lantdiv.navy.mil> (under Quick Links tab). The draft versions of the UFCs below are available on the Internet at <http://www.wbdg.org/ndbm>. When finalized, the UFCs will be available on the LANTDIV website.

<u>REFERENCE</u>	<u>TITLE</u>
UFC 1-200-01	Design: General Building Requirements
UFC 1-300-09N	Design Procedures
UFC 1-300-10N	Electronic Design Deliverables
UFC 3-100-10N	Design: General Architectural Requirements
UFC 3-200-10N	Design: General Civil Requirements
UFC 3-300-10N	Design: General Structural Requirements
UFC 3-400-10N	Design: General Mechanical Requirements
UFC 3-500-10N	Design: General Electrical Requirements
UFC 3-600-10N	Design: General Fire Protection Requirements
UFC 3-800-10N	Design: General Environmental Requirements
UFC 3-110-3	Design: General Roofing Requirements

Specifications required under this contract shall be in SpecsIntact system format, and drawings shall be in an AutoCAD compatible format. For the specification, Unified Facilities Guide Specifications (UFGS) and Atlantic Division, Regional UFGS shall be used. They may be supplemented or replaced with catalog cuts as appropriate. There are several different categories of specifications within the UFGS system. The order of precedence for selecting which UFGS, Atlantic Division Regional, or Sample specification to use is provided in the LANTDIV Specifications Preparation Manual (SPM) available on the LANTDIV website at <http://www.lantdiv.navy.mil> (under Engineering/Design tab and then, Spec Support tab).





Section D - Packaging and Marking

SECTION D

**PREPARATION FOR DELIVERY**

All material to be delivered hereunder shall be afforded the degree of packaging (preservation and packing) required to prevent deterioration and damages to the hazards of shipment, handling and storage. Best commercial practice will be accepted.

Preservation, packaging and packing shall be in accordance with ASTM Designation D3951-98, "Standard Practice for Commercial Packaging", current version.

**MARKING OF SHIPMENT**

The contractor shall mark all shipments under this contract in accordance with MIL-STD-129, Marking for Shipment and Storage, current version.

Each shipment of material and/or data shall be clearly marked to show the following information:

MARK FOR:            Contract Number NXXXXX\_XX\_X-XXXX  
                              Task Order Number  
                              Item Number

Destinations to be provided at time delivery orders are issued.

**PROHIBITED PACKING MATERIALS**

The use of asbestos, excelsior, newspaper or shredded paper (all types including wax paper), computer paper and similar hygroscopia or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

**CAUTION MARKINGS FOR ITEMS MADE OF ASBESTOS AND CONTAINING ASBESTOS**

In accordance with 29 CFR 1910.1001, the following caution labels shall be placed on all products containing asbestos, fibers or to their containers, for all items containing asbestos in a form that can be inhaled.

CAUTION

CONTAINS ASBESTOS FIBERS

**AVOID CREATING DUST**

**BREATHING ASBESTOS DUST CAN CAUSE SERIOUS BODILY HARM**

The above label shall be printed in letters of sufficient size as to be readily visible and legible.

**CLASSIFIED MATTER**

Classified Matter, if applicable, will be packed and shipped in accordance with transmission instructions contained in the "Industrial Security Manual for Safeguarding Classified Information" and Applicable Security Requirements Guide.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

252.246-7000 Material Inspection And Receiving Report

MAR 2003

**SECTION E**  
**INSPECTION AND ACCEPTANCE (DESTINATION)**

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Technical Representative (COTR), Navy Technical Representatives, or other representatives, as designated on the individual task order.

**ACCEPTANCE**

The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by the Government.

**PERFORMANCE EVALUATION MEETINGS**

The contractor shall meet with the Government as often as necessary at the discretion of the Contracting Officer. A mutual effort shall be made to resolve all problems identified. The written minutes of these meetings, prepared by the Contractor, shall be signed by the Contractor's representatives and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state in writing, to the Contracting Officer any areas of disagreement within 15 calendar days.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

**SECTION F**

**PLACE OF PERFORMANCE**

The place of performance shall be designated on each individual task ordered issued.

**TERM OF CONTRACT**

The base contract term shall be for a period of 12 months commencing on the date of contract award. The Government has the option to extend the term of the contract in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT, FAR 52.217-9 (MAR 2000)".

**WORK SCHEDULE**

The contractor shall arrange its work to minimize interference with the normal occurrence of Government business. All work schedules will be subject to negotiations during the task order award process.

Service Interruptions. If any utility services must be disconnected (even temporarily) due to scheduled contract work, the contractor shall notify the Navy Technical Representative and affected tenants at least fifteen working days in advance.

**PRE-PERFORMANCE CONFERENCE**

Prior to commencing work for each task order, the contractor may be required to meet with the Contracting Officer and/or designated technical personnel at a mutually agreeable time to discuss and develop mutual understandings concerning scheduling and administering work.

## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: 17 04041804 KU2N 0250 62470 8 068732 2D 0500LQ AA004SGA0004  
 AMOUNT: \$100,000.00

## CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
252.242-7000	Postaward Conference	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) ALTERNATE I

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 1 copy, to the contract auditor\* at the following address:

Will be the cognizant DCAA office for the successful offeror (if applicable) unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the contract auditor.

Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
  - (2) Subline item number (SLIN)
  - (3) Accounting Classification Reference Number (ACRN)
  - (4) Payment terms
  - (5) Procuring activity
  - (6) Date supplies provided or services performed
  - (7) Costs incurred and allowable under the contract
  - (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report", \_\_\_\_\_ is required with each invoice submittal.

\_\_\_ is required only with the final invoice.

X is not required.

(f) A Certificate of Performance

\_\_\_ shall be provided with each invoice submittal.

X is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

#### 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

a. The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

X\_1. The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X\_2. The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or delivery orders.

X\_3. The designated Property Administrator is the Administrative contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

#### SECTION G **CONTRACT ADMINISTRATION DATA**

The Contracting Officer is the Head, Acquisition Department:

Commander  
Atlantic Division  
Naval Facilities Engineering Command  
Code AQ  
6506 Hampton Blvd, Norfolk, Virginia 23508-1278

The Contract will be administered by:

Commander  
Atlantic Division  
Naval Facilities Engineering Command  
Code AQ2220  
6506 Hampton Blvd  
Norfolk, Virginia 23508-1278

The Contracting Officer's Representative(s) (COR) and Navy Technical Representatives (NTR) for this contract are:

To be designated at time of contract award or upon issuance of individual task orders issued under this contract.

Payment will be made by:

To be designated at time of contract award or upon issuance of individual task orders issued under this contract.

### **TASK ORDERS FOR COST REIMBURSEMENT CONTRACT**

Work under this contract shall be ordered by written task orders issued on DD Form 1155 (Order for Supplies or Services) to the contractor by the Contracting Officer.

#### **ORDERING PROCEDURES**

Each delivery order shall be placed in accordance with the following procedures:

- (a) The Contracting Officer shall furnish the contractor with a written request for estimate. The request shall include:
- (1) A description of the specified work required, (including a designation of whether the work is service or construction),
  - (2) the desired delivery schedule,
  - (3) the place and manner of inspection and acceptance, and
  - (4) any other pertinent information (such as applicable Davis-Bacon Act wage determination or Service Contract Act wage determination).
- (b) The contractor shall, within the time specified, provide the Contracting Officer with:
- (1) a detailed cost estimate showing direct and indirect costs.
  - (2) dollar amount and type of proposed subcontract
  - (3) maximum award fee (calculated at the contract rates).
  - (4) total estimated cost plus award fee.
- (c) Upon receipt of the estimate, the Contracting Officer and other representatives, as deemed necessary, shall review the estimate to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and/or revise the proposed order estimate, and effect whatever internal review processes are required.
- (d) Upon completion of this process, the Contracting Officer shall prepare a task order issued on a DD Form 1155 and forward it to the contractor (Facsimile transmission signatures may be utilized). Only upon receipt of such an executed order, signed by the Contracting Officer, shall the contractor commence work.

(e) Each task order shall include as a minimum:

- (1) The date of the order;
- (2) Contract and Order number;
- (3) Statement of Work, including references to applicable specifications;
- (4) The delivery date or period of performance;
- (5) Accounting and appropriation; and
- (6) An estimated cost of performance and award fee. Under no circumstances shall the contractor exceed 100% of the estimated costs (excluding award fee) without prior written authorization by the Contracting Officer.
- (7) The place and manner of inspection and acceptance;
- (8) Any Government-furnished property, material, or facilities to be made available for performance of the order;
- (9) Any other information deemed necessary to the performance of the order.

#### **NOTIFICATION REQUIRED UNDER LIMITATION OF COST**

FAR 52.232-20, Limitation of Cost, is applicable to this contract. The contractor may be required to provide the 75% notifications by a CLIN line rather than the entire task order when separate lines of accounting are identified under one task order and the tracking of costs is done by separate CLINs. On specific task orders where the 75% notification is required by CLINs, it will be annotated on the task order or modification.

#### **TASK ORDER AND MODIFICATION PROPOSALS-PRICE BREAKDOWN**

The Contractor, in connection with any proposal made for a contract modification, shall furnish a cost breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall contain sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and indirect costs, as well as fee, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for subcontractors shall be supported by a similar cost breakdown.

In addition, if the proposal includes a time extension, a justification thereof shall be furnished. The proposal, together with the price breakdown and the time extension justification, shall be furnished by the date specified by the Contracting Officer.

#### **DELEGATION OF AUTHORITY TO ADMINISTRATIVE CONTRACTING OFFICER (ACO)**

ACO Delegation functions shall be designated as necessary in each task order.

#### **CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND NAVY TECHNICAL REPRESENTATIVE (NTR)**

The COR for this contract will be identified at the time of award of the contract. The NTR will be designated upon issuance of individual task orders, as appropriate.



A Contracting Officer's Representative (COR) and Navy Technical Representative (NTR) are NOT a Contracting or Ordering Officer and DO NOT have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or task order), or to direct the accomplishment of effort which goes beyond the scope of the Statement of Work in the contract (or task order).

The COR is technically responsible for monitoring of contractor performance and is the sole technical point of contact for the contract. However, a Navy Technical Representative (NTR) may be assigned to assist the COR in executing inspection and monitoring duties wherein the surveillance and monitoring burden of the contract is significant.

The Contracting Officer may also appoint, in writing, an alternate COR to perform the responsibilities and functions of the absent COR.

### **TECHNICAL DIRECTION**

As provided by the above paragraph, performance of work under this contract is subject to the written technical direction of the Contracting Officer's Representative (COR) and Navy Technical Representative (NTR), who shall be specifically appointed by the Contracting Officer in writing. "Technical Direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of the work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instructions to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in the Statement of Work of the task order.

The COR and NTR do not have the authority to, and shall not, issue any instruction purporting to be technical direction which:

- (1) Constitutes an assignment of additional work outside the Statement of Work;
- (2) Constitutes a change as defined in the Changes Clause;
- (3) In any manner causes an increase or decrease in the total estimated cost
- (4) Changes any of the expressed terms, conditions, or specifications of the task order;
- (5) Interferes with the Contractor's rights to perform the terms and conditions of the order, or;
- (6) Authorizes the Contractor to incur costs in excess of the estimated cost or other limitations on costs set forth in this contract.

All technical direction shall be issued in writing by the COR, NTR, or Contracting Officer.

When, in the opinion of the contractor, the COR, NTR, or any other Government official other than the Contracting Officer, requests effort outside the existing scope of the contract (or task order), the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract (or task order) or has otherwise resolved the issue.

### **CONTRACT AUDIT OFFICE**

The contract audits will be performed by (to be completed at time of award).

### **ADDITIONAL REQUIREMENTS FOR INVOICE APPROVAL**

At the same time as the submission to the cognizant audit agency. In addition to providing a copy to the cognizant audit agency, a copy shall be forwarded (via the audit agency) to the issuing office. If the task order is issued by a NAVFAC Division other than Atlantic Division, a copy of the invoice shall also be forwarded (via the audit agency) to:

Commander  
LANTNAVFACENGCOM  
Code AQ 2220  
6505 Hampton Blvd  
Norfolk, Virginia 23508-1278

#### **AWARD FEE CULCULATION AND PAYMENT**

Each task order will contain a maximum award fee, which is established by multiplying the total cost of individual task order by the contract award fee rate. The award fee will not be adjusted for cost overruns or when an order has been completed at less than the total estimated cost. Adjustments to the award fee will be made for modifications, which cause an increase or decrease to the "scope" of the delivery order. **(NOTE: ALL REWORK WILL BE NON-FEE BEARING)**

For each award fee period, the available award fee (or award fee pool) will be calculated by the Government developing a percentage of physical completion for each task order at the end of each award fee period.

The Contractor will be given an award fee rating based on performance as measured against the elements incorporated in the Award Fee Plan.

For any task order, which is not 100% complete within an evaluation period, no less than 25% of the available award fee will be retained until the completion of the task order. Upon completion, all the remaining award fee for the task order is eligible.

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## 5252.223-9301 WILDLIFE PRESERVATION (Jun 1994)

(Insert name of activity) is a designated (insert description of designation). Before commencing work which may disturb wildlife, the Contractor shall obtain all necessary state, local and federal permits. Following is a list of applicable restrictions:

Will be completed as applicable for individual task orders.

**SECTION H****PROPOSAL PREPARATION COSTS**

The costs for preparation of cost proposals and technical proposals, if required, for task orders shall be charged by the contractor in accordance with their normal Cost Accounting Standards.

**TRAVEL COSTS**

Performance under this contract may require travel by contractor personnel. If travel is required, the contractor is responsible for making all needed arrangements for personnel. This may include medical examinations and security clearances. Miscellaneous charges such as above incurred due to required travel under the contract will not be billed by the contractor as a direct charge. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract as follows:

- (5) Air. The contractor shall be reimbursed for the actual cost of air transportation provided that such costs are the lowest customary standard, coach or equivalent, airfare offered during normal business hours unless higher fares are justified in accordance with FAR 31.205-46(d).
- (6) Privately Owned Conveyance. Reimbursement for the use of privately owned conveyance by the contractor's personnel will be at the rate in effect at time of travel under the Joint Travel Regulations and will include all necessary tolls when such travel is necessary for performance under this contract.
- (7) Auto Rental. Reimbursement of the use of rental cars (most economical class available consistent with the need) by the contractor's personnel will be actual cost.
- (8) Other Public Transportation. The use of other public transportation by the contractor's personnel will be reimbursed at actual cost.
- (9) Personnel in Travel Status. Official travel status is defined as travel authorized by the task order necessary for performance of this contract and shall be reimbursed under this contract. However, such reimbursement shall not exceed eight labor hours per individual while in travel status during one calendar day. Travel outside regular duty hours shall not be reimbursed except when it involves the performance of work while traveling and is carried out under arduous conditions or results from an event that could not be scheduled or controlled administratively by either the contractor or Government.
- (10) Per Diem. Expenses for subsistence and lodging shall be reimbursed to the contractor only to the extent where overnight stay is necessary and authorized by the delivery order for performance under this contract. Incurred costs shall be considered to be reasonable and allowable only to the extent that they do not exceed, on a daily

basis, the maximum per diem rates in effect at the time of travel set forth in the Federal Travel Regulations, Joint Travel Regulations and Standardized Regulations set forth in FAR 31.105-46(a)(2).

- (11) Military Air. Contractor personnel are authorized to utilize Military Air transportation at the direction of the Contracting Officer.
- (12) If performance extends more than 180 days, the contractor personnel will be subject to reduced per diem/lodging rates. The contractor shall be expected to use prudent business decisions.

The following travel shall not be reimbursed hereunder.

- (a) travel performed for personal convenience; and  
 (b) daily travel to and from work at the designated work site.

### **HOLIDAYS**

All or a portion of the effort under this contract will be performed on a Government installation. Listed below are the holidays observed by the Federal Government. The Contractor will not be allowed to work on the Government installation on these days, without approval of the contracting officer.

<u>NAME OF HOLIDAY</u>	<u>TIME OF OBSERVANCE</u>
New Year's Day	1 January
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 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

In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

If the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the contractor's accounting practices.

### **NOTICE OF CONSTRUCTIVE CHANGES**

No order, statement or direction of the Contracting Officer, the authorized representative of the Contracting Officer whether or not acting within the limits of his authority, or any other representative of the Government, shall constitute a change under the "Changes" clause of this contract or entitle the Contractor to an equitable adjustment of the contract price or delivery schedule, unless such a change is issued in writing and signed by the Contracting Officer.

No representative of the Contracting Officer shall be authorized to issue a written change order under the "Changes" clause of this contract. The Contractor shall be under no obligation to comply with any orders or directions not issued in writing and signed by the Contracting Officer.

### **MINIMUM GUARANTEE**

The minimum guarantee for this contract is \$100,000 for the life of the contract. Should the Government fail to place orders totaling the amount of the contract minimum quantity, the provisions of clause FAR 52.249-6 "Termination (Cost-Reimbursement) (SEP 1996) – Alternate I shall apply.

#### **NEW EQUIPMENT**

Once the Contractor has procured "reusable" new equipment, the Contractor is required to keep and manage an inventory of this reusable equipment in lieu of turning it over to the government. When this same equipment is required for another task order, the Contractor will ship it to other sites on an as needed basis.

#### **GOVERNMENT FURNISHED PROPERTY**

The Government may furnish to the contractor, for use in connection with this contract, various property to be identified on the individual task orders. Each task order, as applicable, will identify the property, quantity, original acquisition value, and place of delivery.

#### **SECURITY WARNING**

The contract, or the performance thereof, may involve access to information affecting the national defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Sections 793 and 794. The transmission or the revelation of the classified contents, or the classified matter to which access may be had, in any manner to an unauthorized person is prohibited by law.

NOTE: The prospective contractor's attention is particularly invited to the clause entitled "Military Security Requirements."

#### **REQUIRED INSURANCE**

Within fifteen (15) days after award of this contract, the Contractor shall furnish the Contracting Officer a Certificate of Insurance as evidence of the existence of the following insurance coverage in amounts not less than the amount specified below in accordance with the FAR 52.228-05, "INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)" clause, Section I. This insurance must be maintained during the entire performance period.

Comprehensive General Liability: \$500,000 coverage

Automobile Liability: \$200,000 per person; \$500,000 per occurrence for bodily injury; \$20,000 per occurrence for property damage.

Workmen's Compensation: As required by Federal and State Workers' compensation and occupational disease statutes.

Employer's Liability Coverage: \$100,00, except in states where workers' compensation may not be written by private carriers.

Other as required by state law.

Above insurance coverage are to extend to Contractor personnel operating Government owned equipment and vehicles.

The Certificate of Insurance shall provide for thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned "Insurance" clause.

**SECTIONS INCORPORATED BY REFERENCE**

Sections K, L and M of this solicitation, as completed by the contractor, are hereby incorporated by reference. All representations made by the contractor in its bid/offer are binding until completion of this contract. Sections K, L and M are not physically included in this award in accordance with FAR 15.204-1 as a means of reducing paperwork. Copies of sections K, L and/or M will be retained in the contract file.

**DFARS 228.102-1(4)(a) PERFORMANCE AND PAYMENT BONDS FOR CONSTRUCTION CONTRACTS**

The requirement for performance and payment bonds is waived for cost reimbursement contracts. However, for cost type contracts with fixed-price construction subcontracts over \$25,000, require the prime contractor to obtain from each of its construction subcontractors

- (i) a payment bond in favor of the prime contractor sufficient to pay labor and material costs; and
- (ii) A performance bond in an equal amount, if available at no additional cost.

**SECURITY REQUIREMENTS**

The company awarded this contract must be eligible for a secret facility clearance. If security clearances are a requirement for a specific tasking, it will be annotated on the task order.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
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
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
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	OCT 1997
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 Alt I	Allowable Cost and Payment (Dec 2002) - Alternate I	FEB 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 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	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
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
52.222-16	Approval of Wage Rates	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999

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	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
52.223-3	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
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-11	Buy American Act--Construction Materials Under Trade Agreements	JUN 2003
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
52.227-17	Rights In Data-Special Works	JUN 1987
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
52.229-2	North Carolina State and Local Sales and Use Tax	APR 1984
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	NOV 1999
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts	APR 1984
52.236-19	Organization and Direction of the Work	APR 1984
52.236-24	Work Oversight in Architect-Engineer Contracts	APR 1984
52.236-25	Requirements for Registration of Designers	JUN 2003
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
52.243-2 Alt III	Changes--Cost-Reimbursement (Aug 1987) - Alternate III	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JUN 2003
52.245-19	Government Property Furnished "As Is"	APR 1984
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003



52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	APR 2003
52.248-3	Value Engineering-Construction	FEB 2000
52.249-6 Alt I	Termination (Cost-Reimbursement) (Sep 1996) - Alternate I	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-2	Interagency Fleet Management System (IFMS) Vehicles And Related Services	JAN 1991
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	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
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
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7004	Compliance With Spanish Social Security Laws and Regulations	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
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7014	Preference For Domestic Specialty Metals	APR 2003
252.225-7017	Preference For United States And Canadian Valves And Machine Tools	APR 1995
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	APR 2003
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 1998
252.227-7013	Rights in Technical Data--Noncommercial 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
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7033	Rights in Shop Drawings	APR 1966
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7006	Compliance With Spanish Laws and Insurance	DEC 1998
252.228-7006	Compliance With Spanish Laws and Insurance	DEC 1998
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	MAR 2003
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through the base year period, plus any exercised option periods.

(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)

##### 52.216-22 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 completion of time specified in the order.

(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 15; 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 60 months.

(End of clause)

#### 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be

paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

#### 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of \_\_\_\_\_, or from which the Contractor or any subcontractor under this contract is exempt under the laws of \_\_\_\_\_, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

\*To be specified on individual task order.

(End of clause)

#### 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 30 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 30th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer is 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 14 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or

other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(13) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--



(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments

under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

#### 52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (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:

Cost Reimbursement Subcontracts valued at over \$500,000

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting--

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

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

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

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

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

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

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

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

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

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(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://www.arnet.gov/far>

(End of clause)

252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in Alaska and Hawaii, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

(14) The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (ALT I)(JUN 1994)

(a) The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

(b) Some remedial action may be performed by the Architect-Engineer contractor in order to prevent continued contamination which immediately endangers population or property.

(c) The contractor shall provide a statement with his bid or proposal which concisely describes all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder. The contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information prior to award. If a potential conflict is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. The disclosure shall include a description of action which the Contractor proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the conflict of interest.

(d) In addition, the Contractor shall notify the Contracting Officer, in writing, of its intention to compete for, or accept the award of any contract for similar or related work for any Department of Defense, other Agency of the federal government, or state regulatory agency which may involve Navy sites. Such notification shall be made before the Contractor either competes for or accepts any such contract.

(e) Remedies: The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organization conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(f) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (f).

#### 5252.216-9300 APPOINTMENT OF ORDERING OFFICER(S) (OCT 1996)

Ordering Officers under this contract are authorized by the Contracting Officer to execute delivery/task orders provided the total price for the delivery/task order does not exceed the individual Contracting Officer(s) warrant limitations. The ordering officers and their specific authority shall be stated in this contract or in an appointment letter.

#### 5252.229-9304 TAX RELIEF (JUN 1994)

Price contained in the bids are exclusive of all taxes and duties which the U. S. Government is exempted from by virtue of any tax agreements between the U. S. Government and the Contractor's Government. Relief from Italian taxes and duties for the Prime Contractor only is provided in accordance with an Agreement of 5 March 1952 between the Government of the United States of America and Italy. The Contractor's obligation to pay the tax or duty is not removed by the Agreement; however, the Contractor may obtain relief from certain taxes and duty by contacting the Italian Ministry of Industry. With reference to the value added tax (IVA) which became effective in Italy on 1 January 1973, Article 72 of the IVA implementing decree authorizes an exemption from the total accumulated amount of IVA tax on all goods supplied and services rendered to U. S. military commands, provided, however, that the United States of America shall not be liable for the interest on any such sums accruing to the Contractor under such agreement because of delay or failure on the part of the Italian Government to pay such refunds.

(b) Use of AE 302 forms is hereby authorized. The purpose of the AE 302 procedure is to obtain exemption from taxes and custom duties which the U. S. Government and Government of Italy have agreed shall not be applicable to defense purchases by or on behalf of the U. S. Forces in Italy. Signature on the AE 302 form by an authorized U. S. official only represents certification that the goods and materials imported into Italy are solely for the use of the U. S. Forces; this signature does not and is not intended to alter the other terms and conditions of this contract, including the terms concerning transfer of title of the goods and materials. USE OF THE AE 302 PROCEDURES SHALL NOT BE CAUSE TO ASSERT ANY CLAIM, INCLUDING DELAYS INCIDENT TO OBTAINING U. S. AUTHORIZED OFFICIALS TO CERTIFY THE AE 302 FOR EACH SHIPMENT. (End of Clause)

#### (15) TAX RELIEF ALTERNATE I (JUN 1994).

By terms of the Agreement between the Government of Spain and the Government of the United States, the operations and expenditures of Contractors, their material suppliers and certain of their subcontractors made pursuant to a contract with the Government of the United States are relieved of Spanish taxation. These tax exemptions include but are not limited to import duties, transaction taxes, provincial and municipal taxes. In this connection, bidders are advised to consider Royal Decree 669/1986 dated 21 March which governs the matter of Value Added Tax exemption. An allowance for taxes which are properly assessable by the Government of Spain will be deemed to have been included in any bid submitted and the resulting contract price. See "TAXES - FOREIGN FIXED-PRICE CONTRACT" of the contract clauses for the Contractor's warranty regarding the inclusion of taxes in the contract price.

(a) TAX RELIEF ALTERNATE II (JUN 1994).

The U.S. Government is exempt from Greek taxes as described in applicable agreements between the two countries. Article 22 of the January 1987 Greek Tax Law describes tax exempt organizations. Article 27 of the Tax Law details procedures for Contractors to use to obtain reimbursement for taxes paid doing business for tax exempt organizations. Inquiries regarding this tax law should be directed to the appropriate office within the Government of Greece. Value Added Tax is not reimbursable by the U.S. Government under the contract to be issued pursuant to this solicitation. Imported goods may be consigned directly to the U.S. Government if it alleviates requirement to pay custom duties.

(16) CONTRACTOR ACCOUNTING SYSTEM--SEGREGATION OF COSTS (JUN 1994)

The Contractor shall employ an accounting system for this contract to identify and record site specific costs on a site specific activity basis. Site specific cost documentation must be readily retrievable and sufficiently identifiable to enable cross-referencing with payment vouchers.

5252.236-9301 SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA (JUN 1994)

Denial of entry to the work areas under this contract may be required by the Government under certain circumstances where the Contractor's work or presence would constitute a safety or security hazard to ordnance storage or handling operations. Restrictions covering entry to and availability of the work areas are as follows:

(a) Entry. Entry to work areas located within the special Security Limited areas, defined as those work areas located within the existing security fence, can be granted subject to special personnel requirements as specified herein and to other normal security and safety requirements. Complete denial of entry to the Limited Area may be required during brief periods of one to two hours (normally) and on rare occasions of two to four hours. For bidding purposes, the Contractor shall assume denial of entry to the work areas in the Limited Area of six 2-hour denials and one 4-hour denial per month.

(b) Vehicle Delay. The Contractor shall also assume for bidding purposes that, in addition to site denial, each vehicle and/or unit of construction equipment will be delayed during each movement through the security gate, both entering and leaving the limited area. Delays will average \_\_\_\_\_.

Operational Considerations. To reduce delay time while preserving required security, the following points should be considered in operational planning:

a. Vehicle Search. Security regulations required that all vehicles, when authorized to enter the Limited Area be thoroughly searched by guard force personnel. Such a search will be required for all vehicle/ construction equipment. Accordingly, once a vehicle or unit of construction equipment has been cleared, it may be left in the Limited Area after initial entry has been made. For the period of time authorized the vehicle/equipment left in the Limited Area will be

assigned parking areas by the Contracting Officer. The vehicle/equipment must be secured as specified in paragraph entitled "SECURITY REQUIREMENTS." The intent is to reduce the Contractor loss of time at the security gate. No private vehicles will be allowed to enter the Limited Area.

b. Delivery Vehicles. Vehicles delivering construction materials will be inspected by guard force personnel while the driver is being processed for entry into the Limited Area. The driver and vehicle will then be escorted in the Limited Area by a Security Escort. To provide this service, delivery schedules should be promulgated in advance and vendors made aware that a reasonable delay can be expected if delivery is other than the time specified. Deliveries after 1600 hours will not be allowed entry into the Limited Area without prior approval of the Physical Security Officer.

#### 5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

(1) submit in writing his proposals for effectuating provision for accident prevention;

(17) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

#### 5252.236-9304 UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.

#### 5252.236-9310 RECORD DRAWINGS (JUN 1994)

The Contractor shall maintain at the job site two sets of full-size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the contract drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five-foot line, where applicable. Existing topographic features which differ from those shown on the contract drawings shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character of methods is permitted herein, or where



variations in scope or character of work from that of the original contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends and details as necessary to clearly portray the as-built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the market prints are delivered to the Contracting Officer.

5252.245-9302, LIMITED ASSUMPTION OF RISK BY GOVERNMENT (JUN 1994)

a. Title of all work in place shall be in the Government, and title to all property intended for incorporation in the work shall vest in the Government upon delivery thereof to the site of the work. The term "Government-owned property" as used in this clause refers to such work in place and to such other property as to which title has vested in the Government and includes any property furnished or rented to the Contractor by the Government. Upon completion of the work, any such Government-owned property not a part of the work (except property rented to, or furnished without charge to the contractor by the Government) shall become the property of the Contractor. The vesting of title in the Government, as provided in this paragraph, shall in no way relieve the Contractor of any obligations otherwise provided in this contract in respect to such Government-owned property except as expressly stated in paragraph (b) of this clause.

b. The Contractor represents that the contract price does not include the cost of insurance, nor any provision for a reserve, covering the risk assumed by the Government under this paragraph.

The Government assumes the risk of loss or damage to such Government-owned property (including expenses incidental to such loss or damage) which results directly or indirectly from the explosion of Government-owned or controlled munitions (including, without limitations, ammunition, bombs, powder, dynamite and other explosives), whether or not caused by negligence, except that the Government does not assume at any time the risk of, and the Contractor shall be responsible for, such loss or damage (1) which is in fact covered by insurance or for which contractor is otherwise reimbursed, or (2) which results from disregard of proper instructions of the Contracting Officer, on the part of any of the Contractor's directors, officers or any other representatives having supervision or direction of all or substantially all the Contractor's operations under this contract.

c. In the event of loss or damage to Government-owned property resulting from the risk assumed by the Government hereunder, the Contracting Officer shall determine whether, and to what extent, such property shall be rebuilt, repaired or replaced by the Contractor or otherwise. Should this determination cause an increase or decrease in the cost of doing the work under this contract or time required for its performance, an equitable adjustment shall be made as provided in the changes clause of the contract.

d. The provisions contained in the statement of work under "PERMITS AND RESPONSIBILITIES," are to be deemed modified by this clause only to the extent required to give effect to the limited assumption of risk provided in this clause.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES			
			S	1	1		
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 17-Sep-2004	4. REQUISITION/PURCHASE REQ. NO. PR401704		5. PROJECT NO.(If applicable)			
6. ISSUED BY CODE COMMANDER NAVFAC ATLANTIC 6506 HAMPTON BLVD NORFOLK VA 23508-1278	N62470	7. ADMINISTERED BY (If other than item 6) CODE		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) KELLOGG BROWN & ROOT SERVICES INC 1550 WILSON BLVD SUITE 400 ARLINGTON VA 22209-2435			9A. AMENDMENT OF SOLICITATION NO.				
			9B. DATED (SEE ITEM 11)				
			X	10A. MOD. OF CONTRACT/ORDER NO. N62470-04-D-4017			
			X	10B. DATED (SEE ITEM 13) 26-Jul-2004			
CODE 07PJ4	FACILITY CODE 07PJ4						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAC 5252.216-9300, Appointment of Ordering Officers (Oct 1996)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: lrudolph044194 EMERGENCY CONSTRUCTION CAPABILITIES CONTRACT, WORLDWIDE  On the Award Document, Page 3, Section I, FAC 5252.216-9300, Appointment of Ordering Officers add the following Ordering Officer: Esther Brown, NAVFAC Southern Division  All other terms and conditions of the contract remain unchanged by reason of this modification.  SUBMIT ALL INVOICES FOR PAYMENT TO THE ADDRESS LISTED IN BLOCK 6 (ATTN: CODE AQ220). PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS), OPERATING LOCATION OAKLAND ATTN: FFPV, P.O. BOX 23870, OAKLAND, CA 94623-3870  laurette.brunner@navy.mil 757-322-8289 DIST: AQD, AQ22, AQ220, AQ22E, CE, CE(JG), Southern Division Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LAURA R. HOHBACH / CONTRACT SPECIALIST TEL: (757) 322-4582 EMAIL: laura.hohbach@navy.mil				
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Laura R. Hohbach</u> (Signature of Contracting Officer)		16C. DATE SIGNED 17-Sep-2004			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES			
			S	1	2		
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 30-Sep-2004	4. REQUISITION/PURCHASE REQ. NO. PR401704		5. PROJECT NO.(If applicable)			
6. ISSUED BY CODE COMMANDER NAVFAC ATLANTIC 6506 HAMPTON BLVD NORFOLK VA 23508-1278	N62470	7. ADMINISTERED BY (If other than item 6) CODE		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) KELLOGG BROWN & ROOT SERVICES INC 1550 WILSON BLVD SUITE 400 ARLINGTON VA 22209-2435			9A. AMENDMENT OF SOLICITATION NO.				
			9B. DATED (SEE ITEM 11)				
			X	10A. MOD. OF CONTRACT/ORDER NO. N62470-04-D-4017			
			X	10B. DATED (SEE ITEM 13) 26-Jul-2004			
CODE 07PJ4	FACILITY CODE 07PJ4						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: lrudolph044515  EMERGENCY CONSTRUCTION CAPABILITIES CONTRACT, WORLDWIDE  SEE CONTINUATION PAGE  laurette.brunner@navy.mil 757-322-8289  DIST: AQD, AQ22, AQ220, AQ22E, CE, CE(JG), Southern Division							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LAURA R. HOHBACH / CONTRACT SPECIALIST TEL: (757) 322-4582 EMAIL: laura.hohbach@navy.mil				
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Laura R. Hohbach</u> (Signature of Contracting Officer)		16C. DATE SIGNED 30-Sep-2004			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

Task Order 0001 satisfied the contract minimum guarantee amount of \$100,000. Therefore, the minimum guarantee amount of \$100,000.00 is reduced by \$100,000.00 to \$0.00.

On the Award Document, Page 3, Section I, FAC 5252.216-9300, Appointment of Ordering Officers add the following Ordering Officer:

CAPT Brian Scott, NAVFAC Southern Division  
Lauri Paggi, NAVFAC Southern Division

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$100,000.00 from \$100,000.00 to \$0.00.

SUBCLIN 000101:

AA: 17 04041804 KU2N 0250 62470 8 068732 2D 0500LQ AA004SGA0004 was decreased by \$100,000.00 from \$100,000.00 to \$0.00

All other terms and conditions of the contract remain unchanged by reason of this modification.

SUBMIT ALL INVOICES FOR PAYMENT TO THE ADDRESS LISTED IN BLOCK 6 (ATTN: CODE AQ220). PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS), OPERATING LOCATION OAKLAND ATTN: FPV, P.O. BOX 23870, OAKLAND, CA 94623-3870

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES			
			S	1	2		
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 26-Jul-2005	4. REQUISITION/PURCHASE REQ. NO. PR401704		5. PROJECT NO.(If applicable)			
6. ISSUED BY COMMANDER NAVFAC ATLANTIC 6506 HAMPTON BLVD NORFOLK VA 23508-1278	CODE N62470	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) KELLOGG BROWN & ROOT SERVICES INC 1550 WILSON BLVD SUITE 400 ARLINGTON VA 22209-2435			9A. AMENDMENT OF SOLICITATION NO.				
			9B. DATED (SEE ITEM 11)				
			X	10A. MOD. OF CONTRACT/ORDER NO. N62470-04-D-4017			
			X	10B. DATED (SEE ITEM 13) 26-Jul-2004			
CODE 07PJ4	FACILITY CODE 07PJ4						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: lrudolph054002  EMERGENCY CONSTRUCTION CAPABILITIES CONTRACT, WORLDWIDE  The Government hereby exercises the first option period to extend the term of the contract from the period 26 July 2005 to 25 July 2006.  SUBMIT INVOICES FOR PAYMENT TO THE ADDRESS LISTED IN BLOCK 6 (ATTN: CODE AQ220). PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) NORFOLK, 1837 MORRIS STREET, STE 1401, NORFOLK, VA 23511-3431, OR AS OTHERWISE INDICATED ON INDIVIDUAL TASK ORDERS.  laurette.brunner@navy.mil 757-322-8289 DIST: AQD, AQ220, CE  Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LAURETTE BRUNNER / CONTRACT SPECIALIST TEL: 757 322-8289 EMAIL:				
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Laurette Brunner</u> (Signature of Contracting Officer)		16C. DATE SIGNED 21-Jul-2005			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION A - SOLICITATION/CONTRACT FORM

The 'Payment will be made by' organization has changed from  
DEFENSE FINANCE AND ACCOUNTING SERVICE -  
ATTN FPV  
P O BOX 23870  
OAKLAND CA 94623-3870  
to  
DEFENSE FINANCE AND ACCOUNTING SERVICE -  
1837 MORRIS STREET  
SUITE 1401  
NORFOLK VA 23511-3431

## SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule for CLIN 0001 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
25-JUL-2006		N/A FOB: Destination	

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			S	1	1
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 31-Aug-2005	4. REQUISITION/PURCHASE REQ. NO. PR401704		5. PROJECT NO.(If applicable)	
6. ISSUED BY COMMANDER NAVFAC ATLANTIC 6506 HAMPTON BLVD NORFOLK VA 23508-1278	CODE N62470	7. ADMINISTERED BY (If other than item 6)		CODE	
		<b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) KELLOGG BROWN & ROOT SERVICES INC 1550 WILSON BLVD SUITE 400 ARLINGTON VA 22209-2435			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. N62470-04-D-4017	
			X	10B. DATED (SEE ITEM 13) 26-Jul-2004	
CODE 07PJ4	FACILITY CODE 07PJ4				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAC 5252.216-9300, Appointment of Ordering Officers (Oct 1996)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: lrudolph054602  EMERGENCY CONSTRUCTION CAPABILITIES CONTRACT, WORLDWIDE  On the Award Document, Page 3, Section I, FAC 5252.216-9300, Appointment of Ordering Officers add the following Ordering Officers: CDR Gregory Lunsford, NAVFAC Atlantic Clenton A. (Andy) Shanks, NAVFAC Atlantic Jill Nii, NAVFAC Pacific  All other terms and conditions of the contract remain unchanged by reason of this modification.  laurette.brunner@navy.mil 757-322-8289 DIST: AQD, AQ220, CE, CE(JG), NAVFAC Pacific Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LAURA R. HOHBACH / CONTRACT SPECIALIST TEL: (757) 322-4582 EMAIL: laura.hohbach@navy.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Laura R. Hohbach</u> (Signature of Contracting Officer)		16C. DATE SIGNED 31-Aug-2005	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243