

# SOLICITATION, OFFER AND AWARD

2. CONTRACT NUMBER  
0024-06-C-6311

2. SOLICITATION NUMBER

4. TYPE OF SOLICITATION  
[ ] SEALED BID (IFB)  
[ X ] NEGOTIATED (RFP)

1. THIS CONTRACT IS RATED ORDER  
UNDER DPAS (15 CFR 700)

RATING  
D0-A3

PAGE OF PAGES  
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6. REQUISITION/PURCHASE NO.  
N00024-05-NR-99543

7. ISSUED BY

CODE

NAVAL SEA SYSTEMS COMMAND  
BUYER: CHARLES W. JAMES III SEA02635J  
STOP 2050 ISSAC HULL AVE SE  
WASHINGTON NAVY YARD DC 20376-2050

8. ADDRESS OFFER TO (If other than Item 7)

**SEE ITEM 7**

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

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 hand carried, in the depository located in \_\_\_\_\_

**SOLICITATION**

**SEE SECTION L**

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. \_\_\_\_\_ until \_\_\_\_\_ local time (Hour) (Date)

10. FOR  
INFORMATION )  
CALL:

A. NAME

Charles W. James

B. TELEPHONE (NO COLLECT CALLS)

AREA CODE  
703

NUMBER  
781-4143

EXT.

C. E-MAIL ADDRESS

Charles.w.james@navy.mil

(x)	SEC	DESCRIPTION	PAGE(S)	(x)	SEC	DESCRIPTION	PAGE(S)
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**OFFER (Must be fully completed by offeror)**

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

13. DISCOUNT FOR PROMPT PAYMENT)

(See Section I, Clause No. 52-232-8)

10 CALENDAR DAYS %

20 CALENDAR DAYS %

30 CALENDAR DAYS %

CALENDAR DAYS %

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

A0001

6/24/05

A0003

7/26/05

A0002

7/8/05

15A. NAME  
AND  
ADDRESS  
OF  
OFFEROR

CODE 26512

FACILITY

NORTHROP GRUMMAN SYSTEMS CORPORATION  
600 GRUMMAN ROAD WEST  
BETHPAGE NY 11714-3583  
Attn: Bill Geiler

16. NAME AND TITLE OF PERSON AUTHORIZED TO  
SIGN OFFER (Type or Print)  
Anthony Piazza  
Vice President & CFO  
AEW&EW Systems

15B. TELEPHONE NUMBER

AREA CODE

518

575-0574

EXT.

52983

[ ] IS DIFFERENT FROM ABOVE. ENTER  
SUCH ADDRESS IN SCHEDULE

17. SIGNATURE

18. OFFER DATE

19. ACCEPTED AS TO ITEMS NUMBERED  
See Section B

20. AMOUNT

\$4,477,824.00

**AWARD (To be completed by Government)**

21. ACCOUNTING AND APPROPRIATION  
See Financial and Accounting Data Sheet dated December 2005

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

24. ADMINISTERED BY (If other than Item 7) CODE

DCMA

Northrop Grumman Bethpage  
Bethpage, NY 11714-3593

23. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 copies unless otherwise specified)

25. PAYMENT WILL BE MADE BY

CODE

HQ0338

DFAS- Columbus Center/North Entitlement Operations  
P.O. Box 182266  
Columbus, OH 43218-2266

26. NAME OF CONTRACTING OFFICER (Type or print)

Janet S. Crowe  
Contracting Officer

27. UNITED STATES OF AMERICA

28. AWARD DATE

(Signature of Contracting Officer)

1/4/06

IMPORTANT - Award will be made on the Form, or Standard Form 26, or by other authorized official written notice.  
Previous edition is unusable



## Section B - Supplies or Services and Prices/Costs

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT COST	AMOUNT
0001	Mission Package Integration (MPI)	5,200	Man Day		\$4,124,082

COST PLUS AWARD FEE (CPAF)

Provide Mission Package Integration (MPI) Services in support of the Littoral Combat Ship(LCS) Mission Module Program Office (PMS 420).

PURCHASE REQUEST NUMBER: N0002405NR99543

ESTIMATED COST	\$	4,124,082
COM	\$	23,815
BASE FEE	\$	0
SUBTOTAL EST COST + BASE FEE	\$	4,147,897
MAX AWARD FEE	\$	329,927
TOTAL EST COST + FEE	\$	4,477,824

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Materials	1	Lot	\$	
	COST				
	FOB: Destination				

PURCHASE REQUEST NUMBER: N0002405NR99543

NOTE D ESTIMATED COST \$ NTE TBD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Travel & Subsistence	1	Lot	\$	
	COST				
	FOB: Destination				

PURCHASE REQUEST NUMBER: N0002405NR99543

NOTE D ESTIMATED COST \$ NTE TBD



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Data for Item 0001		Lot	\$	

Data for Item 0001 (and Items 0101, 0201, 0301, and 0401 if Options are exercised, and 0501, 0601, 0701, 0801, AND 0901 if Award Terms options are earned)

FOB: Destination

PURCHASE REQUEST NUMBER: N0002405NR99543

SEE EXHIBIT A  
SEE NOTES A&B

NSP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Provisioned Item Order (PIO)	1	Lot	\$	

COST + FF

FOB: Destination

PURCHASE REQUEST NUMBER: N0002405NR99543

ESTIMATED COST \$

TBD

FIXED FEE \$

TBD

SEE NOTE D

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Provisioning Technical Data	1	Lot	\$	

COST

Data for Items 0005, and 0104, 0204, 0304 and 0404 if Options are exercised, and 0504, 0604, 0704, 804 and 0904 if Award Term Options are earned.

FOB: Destination

ESTIMATED COST

NSP



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT COST	AMOUNT
0101 OPTION I	Mission Package Integration CPAF	20,800	Man Day		14,259,855

Provide Mission Package Integration (MPI) Services in support of the Littoral Combat Ship (LCS)  
Mission Module Program Office (PMS 420).  
FOB: Destination  
PURCHASE REQUEST NUMBER: N0002405NR99543

ESTIMATED COST	\$	14,259,855
COM	\$	66,539
BASE FEE	\$	0
SUBTOTAL EST COST + BASE FEE	\$	14,326,394
MAX AWARD FEE	\$	1,140,788
TOTAL EST COST + FEE	\$	15,467,183

SEE NOTE C

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102 Option I	Materials COST	1	Lot	\$	

FOB: Destination  
PURCHASE REQUEST NUMBER: N0002405NR99543

SEE NOTE D

ESTIMATED COST	\$	NTE TBD
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103 Option I	Travel & Subsistence COST	1	Lot	\$	

FOB: Destination  
PURCHASE REQUEST NUMBER: N0002405NR99543

SEE NOTE D

ESTIMATED COST	\$	NTE TBD
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104		1	Lot	\$	
Option I	Provisioned Item Order (PIO)				
	COST +FF				
	FOB: Destination				
PURCHASE REQUEST NUMBER: N0002405NR99543					

SEE NOTE D

ESTIMATED COST	\$	TBD
FIXED FEE	\$	TBD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT COST	AMOUNT
0201		20,800	Man Day		
OPTION II	Mission Package Integration				
	COST PLUS AWARD FEE (CPAF)				
	Provide Mission Package Integration (MPI) Services in support of the Littoral Combat Ship (LCS)				
	Mission Module Program Office (PMS 420).				
	FOB: Destination				
PURCHASE REQUEST NUMBER: N0002405NR99543					

ESTIMATED COST	\$	14,243,760
COM	\$	56,431
BASE FEE	\$	0
SUBTOTAL EST COST + BASE FEE	\$	14,300,191
MAX AWARD FEE	\$	1,139,501
TOTAL EST COST + FEE	\$	15,439,692

SEE NOTE C

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202		1	Lot	\$	
Option II	Materials				
	COST				
	FOB: Destination				
PURCHASE REQUEST NUMBER: N0002405NR99543					

SEE NOTE D

ESTIMATED COST	\$	NTE TBD
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203		1	Lot	\$	
Option II	Travel & Subsistence				
	COST				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N0002405NR99543				

SEE NOTE D

ESTIMATED COST \$

NTE TBD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0204		1	Lot	\$	
Option II	Provisioned Item Order (PIO)				
	COST+FF				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N0002405NR99543				

ESTIMATED COST \$

TBD

FIXED FEE \$

TBD

SEE NOTE D

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT COST	AMOUNT
0301		20,800	Man Day		
OPTION III	Mission Package Integration Option				
	COST PLUS AWARD FEE (CPAF)				
	Provide Mission Package Integration (MPI) Services in support of the Littoral Combat Ship (LCS)				
	Mission Module Program Office (PMS 420.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N0002405NR99543				

ESTIMATED COST \$ 14,836,752

COM \$ 61,175

BASE FEE \$ 0

SUBTOTAL EST COST + BASE FEE \$ 14,897,927

MAX AWARD FEE \$ 1,186,940

TOTAL EST COST + FEE \$ 16,084,867

SEE NOTE C

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302		1	Lot	\$	
Option III	Materials				
	COST				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N0002405NR99543				

SEE NOTE D

ESTIMATED COST \$

NTE TBD



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303		1	Lot	\$	
Option III	Travel & Subsistence				
	COST				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N0002405NR99543				

SEE NOTE D

ESTIMATED COST \$ NTE TBD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0304		1	Lot	\$	
Option III	Provisioned Item Order (PIO)				
	COST+FF				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N0002405NR99543				

SEE NOTE D

ESTIMATED COST	\$	TBD
FIXED FEE	\$	TBD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT COST	AMOUNT
0401		20,800	Man Day		
OPTION IV	Mission Package Integration				
	AWARD TERM				
	Provide Mission Package Integration (MPI) Services in support of the Littoral Combat Ship (LCS)				
	Mission Module Program Office (PMS 420).				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N0002405NR99543				

SEE NOTE C

ESTIMATED COST	\$	15,323,645.00
COM	\$	66,343.00
FIXED FEE	\$	1,225,892.00
TOTAL EST COST + FIXED FEE	\$	16,615,880.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402		1	Lot	\$	
Option IV	Materials				
	COST				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N0002405NR99543				

SEE NOTE D

ESTIMATED COST \$ NTE TBD



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0403	Travel & Subsistence	1	Lot	\$	
Option IV	COST				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N0002405NR99543				

SEE NOTE D

ESTIMATED COST \$

NTE TBD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0404	Provisioned Item Order (PIO)	1	Lot	\$	
Option IV	COST+FF				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N0002405NR99543				

ESTIMATED COST \$

TBD

FIXED FEE \$

TBD

SEE NOTE D

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT COST	AMOUNT
0501	Mission Package Integration	20,800	Man Day		
OPTION	AWARD TERM OPTION I				
	Provide Mission Package Integration (MPI) Services in support of the Littoral Combat Ship (LCS)				
	Mission Module Program Office (PMS 420).				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N0002405NR99543				

ESTIMATED COST \$

15,800,322.00

COM \$

67,894.00

FIXED FEE \$

1,264,026.00

TOTAL EST COST + FIXED FEE

\$

17,132,243.00

SEE NOTE C

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0502	Materials	1	Lot	\$	
Option	COST				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N0002405NR99543				

SEE NOTE D

ESTIMATED COST \$

NTE TBD



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0503	Travel & Subsistence	1	Lot	\$	
Option	COST				
	FOB: Destination				
PURCHASE REQUEST NUMBER: N0002405NR99543					

SEE NOTE D

ESTIMATED COST \$

NTE TBD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0504	Provisioned Item Order (PIO)	1	Lot	\$	
Option	COST+FF				
	FOB: Destination				
PURCHASE REQUEST NUMBER: N0002405NR99543					

ESTIMATED COST \$

TBD

SEE NOTE D

FIXED FEE \$

TBD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT COST	AMOUNT
0601	Mission Package Integration	20,800	Man Day		\$16,286,637.00
OPTION	AWARD TERM OPTION II				
	Provide Mission Package Integration (MPI) Services in support of the Littoral Combat Ship (LCS)				
	Mission Module Program Office (PMS 420).				
	FOB: Destination				
PURCHASE REQUEST NUMBER: N0002405NR99543					

ESTIMATED COST \$ 16,286,637.00

COM \$ 69,416

FIXED FEE \$ 1,302,931.00

TOTAL EST COST + FIXED FEE \$ 17,658,983.00

SEE NOTE C

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0602	Materials	1	Lot	\$	
Option	COST				
	FOB: Destination				
PURCHASE REQUEST NUMBER: N0002405NR99543					

SEE NOTE D

ESTIMATED COST \$

NTE TBD



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0603 Option	Travel & Subsistence COST FOB: Destination PURCHASE REQUEST NUMBER: N0002405NR99543	1	Lot	\$	

SEE NOTE D

ESTIMATED COST \$

NTE TBD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0604 Option	Provisioned Item Order (PIO) COST+FF FOB: Destination PURCHASE REQUEST NUMBER: N0002405NR99543	1	Lot	\$	

ESTIMATED COST \$

TBD

FIXED FEE \$

TBD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT COST	AMOUNT
0701 OPTION	Mission Package Integration AWARD TERM OPTION III Provide Mission Package Integration (MPI) Services in support of the Littoral Combat Ship (LCS) Mission Module Program Office (PMS 420). FOB: Destination PURCHASE REQUEST NUMBER: N0002405NR99543	20,800	Man Day		\$16,789,880.00

ESTIMATED COST \$

16,789,880.00

\$

70,972.00

FIXED FEE \$

1,343,190.00

TOTAL EST COST + FIXED FEE

\$

18,204,042.00

SEE NOTE C

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0702 Option	Materials COST FOB: Destination PURCHASE REQUEST NUMBER: N0002405NR99543	1	Lot	\$	

SEE NOTE D

ESTIMATED COST \$

NTE TBD



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0703	Travel & Subsistence	1	Lot	\$	
Option	COST				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N0002405NR99543				

SEE NOTE D

ESTIMATED COST \$

NTE TBD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0704	Provisioned Item Order (PIO)	1	Lot		
Option	COST				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N0002405NR99543				

ESTIMATED COST \$

TBD

FIXED FEE \$

TBD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT COST	AMOUNT
0801	Mission Package Integration	20,800	Man Day		
OPTION	AWARD TERM OPTION IV				
	Provide Mission Package Integration (MPI) Services in support of the Littoral Combat Ship (LCS)				
	Mission Module Program Office (PMS 420).				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N0002405NR99543				

ESTIMATED COST \$

17,313,175.00

COM \$

72,564.00

FIXED FEE \$

1,385,054.00

TOTAL EST COST + FEE \$

18,770,793.00

SEE NOTE C

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0802	Materials	1	Lot	\$	
Option	COST				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N0002405NR99543				

ESTIMATED COST \$

NTE TBD


SEE NOTE D



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0803 Option	Travel & Subsistence COST FOB: Destination PURCHASE REQUEST NUMBER: N0002405NR99543	1	Lot	\$	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST	NTE
0804 Option	Provisioned Item Order (PIO) COST FOB: Destination PURCHASE REQUEST NUMBER: N0002405NR99543	1	Lot	\$	\$	TBD

ESTIMATED COST	\$	TBD
FIXED FEE	\$	TBD

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT COST	AMOUNT
0901 OPTION	Mission Package Integration AWARD TERM OPTION V Provide Mission Package Integration (MPI) Services in support of the Littoral Combat Ship (LCS) Mission Module Program Office (PMS 420). FOB: Destination PURCHASE REQUEST NUMBER: N0002405NR99543	20,800	Man Day		17,857,786.00

ESTIMATED COST	\$	17,857,786.00
COM	\$	74,192.00
FIXED FEE	\$	1,428,623.00
TOTAL EST COST + FEE	\$	19,360,601.00

SEE NOTE C

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0902 Option	Materials COST FOB: Destination PURCHASE REQUEST NUMBER: N0002405NR99543	1	Lot	\$	

SEE NOTE D

ESTIMATED COST	\$	NTE TBD
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0903 Option	Travel & Subsistence COST FOB: Destination PURCHASE REQUEST NUMBER: N0002405NR99543	1	Lot		

SEE NOTE D ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST	NTE
0904 Option	Provisioned Item Order (PIO) COST FOB: Destination PURCHASE REQUEST NUMBER: N0002405NR99543		Lot		\$	TBD

ESTIMATED COST	\$	TBD
FIXED FEE	\$	TBD

# CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

## CLAUSES INCORPORATED BY FULL TEXT

### 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 192,400 total man-days of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 (Offeror to fill-in) man-days are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location),



uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 100 man days per week for the Basic year and 400 man days per week for each option. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.



- (h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.
- (i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.
- (j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.
- (k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.



## CLAUSES INCORPORATED BY FULL TEXT

### NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor, which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement, which is not affected by the disputed technical instruction.

## CLAUSES INCORPORATED BY FULL TEXT

(a) Base Fee

The base fee (fixed) of 0%. (Applies to base year and 3 option years)

(b) Award Fee



The Contractor may earn an award fee of 8% under this contract as determined by the Fee Determining Official (FDO). The Government's purpose in granting an award fee is to encourage and reward superior Contractor effort directed toward performance under this Contract. Award fee may be earned in whole or in part. The specifics for evaluation are set forth in the paragraphs that follow. The Contractor shall offer proposed award fee percentages as part of their proposal.

(c) Award Fee

The contractor's performance evaluation for each period will be conducted by an Award Fee Board (AFB) consisting of:

- (1) LCS Mission Package Deputy Program Manager (PMS 420B), Chairman and Fee/Term Determining Official
- (2) LCS Mission Package Program Technical Director (PMS 420TD)
- (3) LCS Mission Package Program APM Acquisition (PMS 420A)
- (4) LCS Mission Package Program Contracting Officer (SEA 02635)
- (5) LCS Mission Package Program Chief Engineer (PMS 420T)
- (6) LCS Program Integration Manager (PMS 501M)

Changes to the membership of the Award Fee Board may be made at the direction of Fee Determining Official.

(d) Fee Determining Official

The FDO, who is the LCS Mission Package Deputy Program Manager (PMS 420B), shall make determination of the award fee/term due to the Contractor based upon the performance evaluation conducted by the Award Fee Board established pursuant to paragraph c above.

(e) Award Fee Determination and Reclama Procedures

(1) Within ten (10) days after the end of each evaluation period, the Contractor shall furnish to the AFB such information as may be reasonably required, including an Earned Value Management System (EVMS) summary for each contract line item under review, to assist the AFB in evaluating the Contractor's performance during that evaluation period.

(2) The Award Fee Board evaluation will be scheduled within fifteen (15) working days of the end of each evaluation period. The Board may consider reports, both oral and written, from all interested parties. The Board shall arrive at a consensus on the performance rating and advise the FDO of its recommendation including the reasons, rationale, and justifications therefore. The Board findings shall be presented to the Contractor who will then be provided an opportunity to provide written comments on the evaluation findings to the FDO within five (5) working days. In such case, these comments shall be considered by the FDO in establishing the award fee earned.



working days. In such case, these comments shall be considered by the FDO in establishing the award fee earned.

(3) The FDO shall provide the Procuring Contracting Officer (PCO) a final performance evaluation and determination of the award fee earned for that period within five (5) working days after receipt of the Board's findings or the Contractor's written comments, whichever is later.

(4) Within ten (10) working days after receipt of the FDO's final determination and the Procurement Request (PR), the Contracting Officer shall issue a unilateral modification to the contract to provide for the award fee earned for that period.

(f) Fee Determination Official's Determination

Determinations of the FDO with respect to the amount of the award fee to be paid to the Contractor and the methodology for determining the award fee are unilateral decisions made solely at the discretion of the Government.

(g) Evaluation Categories and Elements

During the course of this contract, the government shall evaluate the contractor's performance against the elements of the following categories, with emphasis being placed on milestones, deliveries, and activities occurring in each period. The contractor's performance shall be based on the categories listed below which include the elements within the categories.

Each category shall be weighted as to its importance during the specific evaluation period. The percentages shown herein constitute the initial weighting of each category. The contractor will be notified of changes in the evaluation categories and elements as well as any adjustments to the weighting of elements, if any, by the Contracting Officer in writing at least ten (10) calendar days prior to the commencement of evaluation period. Unsatisfactory performance under the award fee criterion may result in an increased weighting for that element in subsequent evaluation periods.

(1) Technical Performance (40%)

(i) effectiveness of the Contractor's process for technology insertion for LCS Mission Packages, to include identifying technology candidates and submitting to the Mission Package Decision Board.

(ii) quality of documentation prepared by the Contractor in all functional areas (e.g. In Service Support Plan, CM Plan, Systems Engineering Plan).

(iii) effectiveness of the Contractor's process for Mission Package Integration and Certification.



(iv) effectiveness of the Contractor's process for delivering validated Mission Packages to the Fleet.

(v) effectiveness of the Contractor's process for meeting all LCS ICD requirements.

(vi) effectiveness of the Contractor's process providing all in service support for LCS Mission Packages.

(vii) effectiveness of the Contractor's performance in transitioning processes from LCS Spiral Alpha to Spiral Bravo and beyond.

(viii) innovation and effectiveness in identifying, recommending and achieving, wherever possible, substantial savings due to process revisions leading to decreased manpower and/or support costs to the Navy, while maintaining or improving the Navy's effectiveness in supporting LCS mission Packages.

(2) Schedule (20%)

(i) effectiveness in meeting preplanned milestones and the ability to maintain adequate progress in anticipation of completion of milestones.

(ii) degree to which Contractor responds quickly to emergent issues.

(iii) effectiveness of manpower utilization to meet schedules and milestones.

(3) Management (20%)

(i) effectiveness of the Contractor's ability to monitor and measure progress and to identify and resolve problems. Effectiveness of the Contractor's resource management and control.

(ii) effectiveness of the Contractor's ability to facilitate Government continuing visibility into the Contractor's progress, status, and major issue resolution of systems engineering, mission package integration/certification, and software development including subcontractor efforts.

(iii) effectiveness of the Contractor's ability to participate actively in joint Contractor/Government teams to develop and implement solutions to issues relating to LCS Mission Package integration into the sea frame.

(iv) effectiveness of the Contractor's continuous improvement management efforts.



(v) overall effectiveness of the Contractor's management of technology insertion, integration/certification, and in service support.

(4) Cost Performance (20%)

(i) effectiveness in early identification of cost or schedule problems and effectiveness in resolving identified problems.

(ii) effectiveness of the Contractor's ability to control costs and to avoid unnecessary cost increases. Particular emphasis will be placed on the Contractor's ability to estimate correctly the first time, and to maintain the initial estimate while meeting performance requirements and schedules.

(h) Evaluation Periods/Award Fee Pool

(1) Evaluations of the Contractor's performance within the categories and elements will be conducted periodically with the first period ending six (6) months after contract award and continuing thereafter through the contract performance period.

(2) Award fee evaluations are planned for six (6) month intervals; however, the Government reserves the right to adjust the evaluation periods by unilateral contract modification.

(3) Specific award fee pool values will be established at the time of contract award and will be revised by contract modification as options are exercised.

(4) There will be no rollover of fee permitted between periods; however, the unearned fee from each period shall be transferred to a special award fee pool. The Government may, at its discretion, select special award fee events to which such unearned award fee may be earned. If special events are established, the Government shall notify the Contractor in writing of the event(s) and shall select and provide the success criteria and weightings that will apply. The notice shall be provided in time for the Contractor to respond and prepare for the event(s) in the intended manner, but in any case not less than four (4) months prior to the event. The method of evaluating the Contractor's performance against special award fee period events shall be the same as for the periodic evaluations described above and shall be accomplished with the first such evaluation occurring after the special event. Notwithstanding the above, the Government reserves the unilateral right to change the allocation of the special award fee pool, when deemed appropriate.

(i) Performance Ratings

(1) In evaluating Contractor performance, the following adjective and numerical ratings will be used:



Numerical Rating	Adjective Rating	Adjective Definition
94-100	Outstanding	The Contractor's performance clearly and substantially exceeds acceptable levels in all areas.
85-93	Excellent	The Contractor's performance substantially exceeds acceptable levels in most areas. Certain areas can be improved, but all deficiencies are minor.
77-84	Good	The Contractor's performance is above acceptable levels in some areas. Although there are areas which can be improved most deficiencies are minor and are offset by excellent performance in other areas.
70-76	Satisfactory	The Contractor's performance meets acceptable levels. Contract requirements are being met. There are areas requiring improved performance; however, these are offset by good performance in other areas.
0-69	Unsatisfactory	The Contractor's performance is below minimum acceptable levels. Contract requirements are not being met. Performance requires significant improvement.

(2) The percentage of the award fee pool to be paid for each evaluation period (subject to the determination of the Fee Determining Official) to the performance rating will be as follows:



100% of Pool if rating is 94-100

Pool Percentage is equal to the Performance Rating if Rating is 70-93 (e.g. Rating of 75 equals 75% of the Pool).

Zero if rating is less than 70.

(j) Maximum Fee

In no event shall the total award fee exceed 8 percent of the estimated cost of the services established at contract award/option exercises.

(k) Payment of Award Fee

The Contractor shall be paid award fee, if any, upon submittal of a proper invoice or voucher to the cognizant payment office, together with a copy of the unilateral modification to the Contract authorizing payment of the award fee for the applicable evaluation period. The Contractor' invoice must cite the appropriate accounting data in order for payment to be effected.

DETERMINATION OF TERM (NAVSEA) (APR 2004) (Applies to CLINs 0401, 0501, 0601, 0701, and 0801).

(a) Base Fee

The fixed fee is 8% for option year four (4) of this contract and all option years added based on term awards.

(b) Award Term

The Contractor may earn an award Term during, and if option year 4 is exercised and as determined by the Term Determining Official (TDO). The Contractor will be eligible for award Term consideration only if a grade of excellent or better is received in at least four (4) of the six (6) award fee evaluations in option years one (1) through three (3) of the contract. Further, a grade of at least good must be attained in the other two (2) evaluations. The Government's purpose in granting an award Term is to encourage and reward superior Contractor effort directed toward performance under this Contract. The Award Term provisions allow for up to a five year extension of the term of the contract. The specifics for evaluation are set forth in the paragraphs that follow.



(c) Award Term

The contractor's performance evaluation for each period will be conducted by an Award Term Board (ATB), an extension of the AFB applied in the base year and first three option years, consisting of:

- (1) LCS Mission Package Deputy Program Manager (PMS 420B), Chairman and Fee/Term Determining Official
- (2) LCS Mission Package Program Technical Director (PMS 420TD)
- (3) LCS Mission Package Program APM Acquisition (PMS 420A)
- (4) LCS Mission Package Program Contracting Officer (SEA 02635)
- (5) LCS Mission Package Program Chief Engineer (PMS 420T)
- (6) LCS Program Integration Manager (PMS 501M)

Changes to the membership of the Award Term Board may be made at the direction of Term Determining Official.

(d) Term Determining Official

The TDO, who is the LCS Mission Package Deputy Program Manager (PMS 420B), shall make determination of the term due to the Contractor based upon the performance evaluation conducted by the Award Term Board established pursuant to paragraph c above.

(e) Award Term Determination and Reclama Procedures

- (1) The first Award Term Evaluation period shall be five months, and then every six months thereafter. Within ten (10) days after the end of each evaluation period, the Contractor shall furnish to the ATB such information as may be reasonably required, including an Earned Value Management System (EVMS) summary for each contract line item under review, to assist the ATB in evaluating the Contractor's performance during that evaluation period.
- (2) The Award Term Board evaluation will be scheduled within fifteen (15) working days of the end of each evaluation period. The Board may consider reports, both oral and written, from all interested parties. The Board shall arrive at a consensus on the performance rating and advise the TDO of its recommendation including the reasons, rationale, and justifications therefore. The Board findings shall be presented to the Contractor who will then be provided an opportunity to provide written comments on the evaluation findings to the TDO within five (5) working days. In such case, these comments shall be considered by the TDO in establishing the award term earned, if any.
- (3) The TDO shall provide the Procuring Contracting Officer (PCO) a final performance evaluation and determination of the award term earned for that period within five (5) working



days after receipt of the Board's findings or the Contractor's written comments, whichever is later.

(4) Within ten (10) working days after receipt of the TDO's final determination and the Procurement Request (PR), the Contracting Officer shall issue a unilateral modification to the contract to provide for the award term earned for that period.

(f) Term Determination Official's Determination

Determinations of the TDO with respect to the award term to be awarded to the Contractor and the methodology for determining the award term are unilateral decisions made solely at the discretion of the Government.

(g) Evaluation Categories and Elements

During the course of this contract, the government shall evaluate the contractor's performance against the elements of the following categories, with emphasis being placed on milestones, deliveries, and activities occurring in each period. The contractor's performance shall be based on the categories listed below which include the elements within the categories.

Each category shall be weighted as to its importance during the specific evaluation period. The percentages shown herein constitute the initial weighting of each category. The contractor will be notified of changes in the evaluation categories and elements as well as any adjustments to the weighting of elements, if any, by the Contracting Officer in writing at least ten (10) calendar days prior to the commencement of evaluation period. Unsatisfactory performance under the award term criterion may result in an increased weighting for that element in subsequent evaluation periods.

(1) Technical Performance (40%)

(i) effectiveness of the Contractor's process for technology insertion for LCS Mission Packages, to include identifying technology candidates and submitting to the Mission Package Decision Board.

(ii) quality of documentation prepared by the Contractor in all functional areas, and quality of revisions to documents prepared previously by the Contractor (e.g. In Service Support Plan, CM Plan, Systems Engineering Plan).

(iii) effectiveness of the Contractor's process for Mission Package Integration and Certification.

(iv) effectiveness of the Contractor's process for delivering validated Mission Packages to the Fleet.



(v) effectiveness of the Contractor's process for meeting all LCS ICD requirements.

(vi) effectiveness of the Contractor's process providing all in service support for LCS Mission Packages.

(vii) innovation and effectiveness in identifying, recommending and achieving, wherever possible, substantial savings due to process revisions leading to decreased manpower and/or support costs to the Navy, while maintaining or improving the Navy's effectiveness in supporting LCS mission Packages.

(2) Schedule (20%)

(i) effectiveness in meeting preplanned milestones and the ability to maintain adequate progress in anticipation of completion of milestones.

(ii) degree to which Contractor responds quickly to emergent issues.

(iii) effectiveness of manpower utilization to meet schedules and milestones.

(3) Management (20%)

(i) effectiveness of the Contractor's ability to monitor and measure progress and to identify and resolve problems. Effectiveness of the Contractor's resource management and control.

(ii) effectiveness of the Contractor's ability to facilitate Government continuing visibility into the Contractor's progress, status, and major issue resolution of systems engineering, mission package integration/certification, and software development including subcontractor efforts.

(iii) effectiveness of the Contractor's ability to participate actively in joint Contractor/Government teams to develop and implement solutions to issues relating to LCS Mission Package integration into the seaframe.

(iv) effectiveness of the Contractor's continuous improvement management efforts.

(v) overall effectiveness of the Contractor's management of technology insertion, integration/certification, and in service support.

(4) Cost Performance (20%)



(i) effectiveness in early identification of cost or schedule problems and effectiveness in resolving identified problems.

(ii) effectiveness of the Contractor's ability to control costs and to avoid unnecessary cost increases. Particular emphasis will be placed on the Contractor's ability to estimate correctly the first time, and to maintain the initial estimate while meeting performance requirements and schedules.

(h) Evaluation Periods/Award Term

(1) Evaluations of the Contractor's performance within the categories and elements will be conducted periodically with the first period ending five (5) months after option award and continuing every six (6) months thereafter through the contract performance period.

(2) The Government reserves the right to adjust the evaluation periods by unilateral contract modification.

(3) Specific award term values are established at Five (5) years; however, this is a maximum and the Government reserves the right to award an award term less than the five years.

(i) Performance Ratings

(1) In evaluating Contractor performance, the following adjective and numerical ratings will be used:

Numerical Rating	Adjective Rating	Adjective Definition
94-100	Outstanding	The Contractor's performance clearly and substantially exceeds acceptable levels in all areas.
85-93	Excellent	The Contractor's performance substantially exceeds acceptable levels in most areas. Certain areas can be improved, but all deficiencies are minor.
77-84	Good	The Contractor's performance is above acceptable levels in some



70-76

Satisfactory

areas. Although there are areas which can be improved most deficiencies are minor and are offset by excellent performance in other areas.

The Contractor's performance meets acceptable levels. Contract requirements are being met. There are areas requiring improved performance; however, these are offset by good performance in other areas.

0-69

Unsatisfactory

The Contractor's performance is below minimum acceptable levels. Contract requirements are not being met. Performance requires significant improvement.

(j) Award Term

The Contractor may be awarded a term extension provided an adjective rating of excellent is received during the two evaluation periods under which award term provisions apply. The Government will award term extensions (up to a total of 5) on an annual basis. Award term provisions shall apply throughout the award term (i.e. Award term evaluations will continue as award term years are added to the contract. Subsequent annual term awards require the Contractor to receive an adjective rating of at least excellent during the two evaluation periods during the rating year to be considered for a term extension.

CLAUSES INCORPORATED BY FULL TEXT

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might



accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

NOTE A – Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.

NOTE B – Not separately priced. Price included in CLIN 0001 (CDRLs)

NOTE C - Option items to which the option clause in SECTION I applies and, which is to be supplied only if and to the extent said option is exercised, applies to CLINs 0101,0201,0301 and 0401.

NOTE D - The Offeror shall not propose a dollar amount for the CLIN. An estimated amount for each support item shall be set forth in the resulting contract or upon exercise of options(s), as applicable (Applies to CLINs 0002,0003 and 0005).

NOTE E – AWARD FEE: CLIN 0001 and CLINs 0101,0201,0301 (if options are exercised) will be subject to the following CPAF provisions:

The maximum fee (base fee plus award fee) shall not exceed 8% of the contracts estimated cost (less COM).

Base Fee: The base fee shall be 0% of the contract's estimated cost (less COM).

Award Fee: The award fee shall be 8% to the percentage listed as maximum award fee less base fee. The actual amount of such fee shall be determined in accordance with the procedures set forth in this NOTE and the Determination of Fee (NAVSEA) (APR 2004) clause.

NOTE F – Offeror shall quote Man-Day rate for the base, option years and award term option years (see following table).



**COST PLUS AWARD FEE:**

FISCAL YEAR	ESTIMATED MAN DAY RATE	COM	BASE FEE	AWARD FEE	TOTAL CPAF
2006 (BASIC)			-		
2007 (Opt I)			-		
2008 (Opt II)			-		
2009 (Opt III)			-		

**COST PLUS AWARD TERM:**

FISCAL YEAR	ESTIMATED MAN DAY RATE	COM	FIXED FEE	TOTAL CPFF
2010 (Option IV)				
2011 (Awd/TermOption I)				
2012 (Awd/TermOption II)				
2013 (Awd/TermOption III)				
2014 (Awd/TermOption IV)				
2015 (Awd/TermOption V)				



**TRAVEL COSTS - ALTERNATE I (NAVSEA) (MAY 2000)**

- (a)(1) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (a)(2) In accordance with Class Deviation 2000-00005, DOD Contractors may choose to use either the FTR rates and definitions for travel, lodging and incidental expenses effective 31 December 1998 or the current FTR rates and definitions. The Contractor must choose either the 1998 definitions and rates or the current FTR definitions and rates and apply them consistently to all travel while this class deviation, or its successor, is in effect.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
- (i) travel at U.S. Military Installations where Government transportation is available,
  - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
  - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.



**Section C – DESCRIPTIONS AND SPECIFICATIONS/STATEMENT OF WORK**

NOTE: For purposes of this contract, Attachment 1, Statement of Work (SOW) for Littoral Combat Ship (LCS) Mission Package Integrator (MPI) are considered to be part of Section C of the Schedule.

Item(s) 0001[and 0101, 0201, 0301,0401 (if options are exercised) and 0501, 0601, 0701, 0801, and 0901) if award term options are earned]. The Contractor shall provide Mission Package Integrator services in accordance with the SOW.

Item(s) 0002 [and 0102, 0202, 0302,0402 (if options are exercised) and 0502, 0602, 0702, 0802, and 0902) if award term options are earned]. The Contractor shall provide materials as required

Item(s) 0003[and 0103, 0203, 0303,0403 (if options are exercised) and 0503, 0603, 0703, 0803, and 0903) if award term options are earned].

The Contractor shall provide travel and subsistence as required, in accordance with Travel Costs –Alternate I (NAVSEA) (MAY 2000)

Item(s) 0004 - The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s)A, attached hereto.

Item(s) 0005 [and 0104,0204,0304 and 0404 if options are exercised and 0504, 0604, 0704, 0804 and 0904 if award term options are earned].

**PROVISIONED ITEMS ORDERS (NAVSEA) (APR 1999)**

(a) General. The Contractor agrees that it will furnish the supplies or services ordered by the Government in accordance with the procedures specified herein. Orders will be placed by the Contracting Officer, Provisioning Activity or Administrative Contracting Officer as unilateral or bilateral modifications to this contract on SF 30, Amendment of Solicitation/Modification of Contract. Any amounts shown in Section B at time of award of the initial contract for each provisioned line item are estimated amounts only and are subject to upward or downward adjustment by the issuing activity. If no amounts are shown, funding will be obligated before or at time of order issuance. It is understood and agreed that the Government has no obligation under this contract to issue any orders hereunder.

(b) Priced Orders. For each proposed order, the Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly thereafter, the Contractor and the Contracting Officer shall negotiate the price and delivery schedule for the proposed order. Upon execution and receipt of the priced order, the Contractor shall promptly commence the work specified in the order.

(c) Undefined Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, he/she may issue an unpriced order. Such



order may be unilateral or bilateral and shall establish a limitation of Government liability, a maximum ceiling amount, and a schedule for definitization, as described in subparagraph (e)(2) below. Upon request the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. The Contractor shall begin performing the undefinitized order upon receipt, except as provided in paragraph (d) below. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(d) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines that it cannot feasibly perform the order, or if the Contractor does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen days of issuance of the order, the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(e) Definitization of Undefinitized Orders. (1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) any other mutually agreeable clauses, terms and conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor agrees to submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) a specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

(ii) the date on which the amount of funds expended by the Contractor under the undefinitized order exceed fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (e)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.8 and Part 31



of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(f) Limitation of Government Liability. (1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, they will be at the Contractor's sole risk and expense. Further, the limitation of Government liability shall be the maximum Government liability if the order is terminated. The "LIMITATION OF GOVERNMENT LIABILITY" clause shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long-lead procurements; and except as otherwise provided in subparagraph (f)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal (as defined in DFARS 217.7401) to definitize an order before the Government has obligated fifty percent (50%) of the ceiling amount, the Contracting Officer may increase the limitation of Government liability to up to seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an undefinitized order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit thereon exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to establishment of firm prices.

(g) Initial Spares. The limitations set forth in paragraph (c) and subparagraphs (e)(2), (f)(2) and (f)(3) do not apply to undefinitized orders for the purchase of initial spares.



(h) Terminal Date for Placement of Orders. The Contractor shall not be obligated to accept any orders placed hereunder beyond 180 days after delivery of the last end item.

(i) Segregation of Costs. The Contractor shall segregate the costs of performance of each undefinitized order from the cost of any other work performed by the Contractor.

Item(s) 0006

#### PROVISIONING TECHNICAL DOCUMENTATION (NAVSEA) (FEB 1994)

The Provisioning Technical Documentation (PTD) shall be in accordance with the Provisioning Requirements Statement (PRS), including NAVSEA Addendum for PTD Requirements dated January 1993, the Provisioning Performance Schedule and the Contract Data Requirements List, DD Form 1423, Item 0006 Exhibit B, which will be provided after contract award.

#### SUPPORT FOR ENGINEERING SERVICES (NAVSEA) (JUN 1992)

(a) The Contractor shall be reimbursed for its reasonable actual subsistence and transportation costs incurred in the performance of the related engineering services item(s) 0001 (and 0101, 0201, 0301, 0401 (if options are exercised) and 0501, 0601, 0701, 0801, and 0901) if award term options are earned in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Overtime shall be performed as required by the using activity and to the extent authorized by the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(c) The maximum liability of the Government for each support item shall not exceed the estimated amount set forth in the Schedule. If, at any time, the Contractor has reason to believe that the costs it expects to incur in the performance of each support item in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to believe that the costs to the Government for the full performance of each support item will be greater than or substantially less than the amount set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of such costs for the performance of said item. The Contracting Officer may, upon receipt of such notice or whenever the Contracting Officer considers it necessary, increase or further increase the total estimated amount for the performance of each support item. When and to the extent the estimated amount for a support item has been so increased, any amounts expended or incurred by the Contractor for performance in excess of the estimated amount therefore prior to the increase, shall be paid or reimbursed to the same extent as if expended or incurred after the increase.

#### ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)



- (a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).
- (b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- (c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.
- (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- (e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.
- (f) Compliance with this requirement is a material requirement of this contract.

COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO  
AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)



- (a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.
- (b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.
- (c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.
- (d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.
- (e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form with exactly the same rights and limitations as if the data had been delivered as hard copy.
- (f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.



**HQ C-2-0024 EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)**

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

**NOTE:**

Government Furnished Information incorporates, by listing or specific reference, all the data or information which the Government has provided, and will continue to provide the information to the Contractor via the IDE.



## **Section D – PACKAGING AND MARKING**

### **CLAUSES INCORPORATED BY FULL TEXT**

#### **MARKING OF REPORTS (NAVSEA) (SEP 1990)**

Item(s) – 0004, Unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with the National Security Program Operating Manual (NISPOM), DOD 5220.22 dated January 1995

Item(s) – 0005 (and 0104, 0204, 0304 and 0404 if options are exercised and 0504, 0604, 0704, 0804 and 0904 if award term options are earned). The supplies furnished hereunder shall be cleaned, preserved, packaged, packed and marked in accordance with the instructions provided by the Contracting Officer, Provisioning Activity, or ACO. When not otherwise specified, spare and repair parts shall be packaged to ensure protection against corrosion, deterioration, physical, and electrical damage during shipment from the Contractor to the point of delivery.



**Section E - INSPECTION AND ACCEPTANCE****CLAUSES INCORPORATED BY REFERENCE**

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984

**CLAUSES INCORPORATED BY FULL TEXT**

Item(s) 0001 (and 0101, 0201, 0301, 0401 (if options are exercised) and 0501, 0601, 0701, 0801, and 0901) if award term options are earned. - Inspection and acceptance shall be made as specified in each Task Instruction.

Item(s) 0005 and (0104, 0204, 0304 and 0404 if options are exercised and 0504, 0604, 0704, 0804, and 0904 if award term option is earned - Inspection and acceptance of parts ordered hereunder shall be as established in each PIO. Unless otherwise stated in the PIO, parts shall be inspected and accepted at source by a representative of the Contract Administration Office.



**Section F - DELIVERIES OR PERFORMANCE****CLAUSES INCORPORATED BY REFERENCE**

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-65	F.O.B. Origin, Prepaid Freight--Small Package Shipments	JAN 1991

**CLAUSES INCORPORATED BY FULL TEXT**

Item(s) 0001[and 0101, 0201, 0301,0401 (if options are exercised) and 0501, 0601, 0701, 0801, and 0901) if award term options are earned].

All LCS-MPI services required shall be satisfactorily completed, with Government approvals as applicable, no later than 365 days after contract award, unless the contract options are exercised or award term options are earned which will extend the terms of the contract.

Item(s) 0005 [and 0104,0204,0304 and 0404 if options are exercised and 0504, 0604, 0704, 0804 and 0904 if award term options are earned].

Parts shall be delivered in accordance with the delivery schedule established in each PIO. Unless otherwise stated in the PIO, parts shall be delivered free of expense to the Government in accordance with instructions specified in the clause entitled "F.O.B. ORIGIN" (FAR 52.247-29) at or near the Contractor's plant for shipment at Government expense (normally on Government bill(s) of lading).

Item(s) 0004 - The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s)A, attached hereto.



**Section G – CONTRACT ADMINISTRATION DATA****CLAUSES INCORPORATED BY FULL TEXT**

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

(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 4 copies, to the contract auditor at the following address:

DCAA  
Long Island Branch Office  
Alfonse M. D'Amato United States Courthouse  
300 Federal Plaza  
Central Islip, NY 11722-4423

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 Contracting Officer's Representative.

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 30 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/services 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.

☒ is not required.

- (f) A Certificate of Performance

☒ shall be provided with each invoice submittal.  
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.

#### 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall—

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment requests.
- (c) Line Item Specific: By Fiscal Year. If there is more than one ACRN within a contract line item, the payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.



## SECTION G – CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

### **PURCHASING OFFICE REPRESENTATIVE:**

COMMANDER  
ATTN: Charles W. James III  
NAVAL SEA SYSTEMS COMMAND  
Bld 197 - 5W2063  
1333 ISAAC HULL AVENUE SE STOP 2050  
WASHINGTON NAVY YARD DC 20376 2050  
Telephone No. 202/781-4143  
Fax No. 202-781-4654  
Email Address: charles.w.james@navy.mil

### **CONTRACTING OFFICER'S REPRESENTATIVE:**

COMMANDER  
ATTN: Donna Carson-Jelley  
PROGRAM EXECUTIVE OFFICER  
LITTORAL MINE WARFARE  
614 SICARD SE 7003  
WASHINGTON NAVY YARD DC 20376 -7003  
Telephone No. 202/781-3569  
Email Address: donna.carson-jelley@navy.mil

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.



**Section H – SPECIAL CONTRACT REQUIREMENTS****CLAUSES INCORPORATED BY FULL TEXT****NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) **DEPARTMENT** means the Department of the Navy.
- (b) **REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR)** All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) **REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION** All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) **NATIONAL STOCK NUMBERS** Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
  - (1) **National Item Identification Number (NIIN).** The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.
  - (2) **National Stock Number (NSN).** The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

**NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)**

- (a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of



cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTTED TO</u> <u>COST</u>	<u>ALLOTTED TO FEE</u>	<u>ESTIMATED</u> <u>PERIOD OF PERFORMANCE</u>
0001	\$925,925.93	\$	04 Jan 06 – 30 Sept 06

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs NA are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

#### NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.



Additional Information: ACCESS INFORMATION

**NORTH AMERICAN TREATY ORGANIZATION (NATO) INFORMATION**

IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL REQUIRE ACCESS TO NATO INFORMATION. Contact with foreign governments shall only be as approved by PMS 420.

**FOREIGN GOVERNMENT INFORMATION**

- IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL REQUIRE ACCESS TO FOREIGN GOVERNMENT INFORMATION. Contact with foreign governments shall only be as approved by PMS 420.

**COMSEC**

- In performing this contract, the contractor will require access to Communications Security (COMSEC) Information. The contractor will require a COMSEC account, and is authorized to use the Defense Courier Service.

**RESTRICTED DATA**

- In performing this contract, the contractor will require access to Restricted Data



**Section I – CONTRACT CLAUSES****CLAUSES INCORPORATED BY REFERENCE**

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	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	Allowable Cost And Payment	DEC 2002
52.217-8	Option To Extend Services	NOV 1999
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999



52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	MAR 2005
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-5 Dev	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation	MAY 2004
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991



252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	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	Central Contractor Registration (52.204-7)	NOV 2003
Alt A	Alternate A	
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7000	Acquisition Streamlining	DEC 1991
252.211-7003	Item Identification and Valuation	JAN 2004
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JAN 2005
252.225-7014	Preference For Domestic Specialty Metals	APR 2003
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	APR 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAY 2004
252.225-7021	Trade Agreements	JAN 2005
252.225-7025	Restriction on Acquisition of Forgings	APR 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984



252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.242-7002	Earned Value Management System	MAR 2005
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
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (Applies to CLINSs 0101, 0201, 0301, and 0401)

(a) The Government may extend the term of this contract by written notice to the Contractor within the first five years of the contract provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 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 5 years, exclusive of award term options.  
(End of clause)

##### 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \* or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;



(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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

(End of clause)

## 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.



(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."-----  
 ----

The Contractor shall insert the name of the substance(s).

(End of clause4)

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

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

(End of clause)

#### 52.252-2 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):

FAR at <http://www.arnet.gov/far/> & DFARS at <http://www.acq.osd.mil/dp/dars/dfars.html>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.242-7002 EARNED VALUE MANAGEMENT SYSTEM (MAR 2005)



- (a) In the performance of this contract, the Contractor shall use an earned value management system (EVMS) that has been recognized by the cognizant Administrative Contracting Officer (ACO) as complying with the criteria provided in DoDI 5000.2, Operation of the Defense Acquisition System.
- (b) If, at the time of award, the Contractor's EVMS has not been recognized by the cognizant ACO as complying with EVMS criteria (or the Contractor does not have an existing cost/schedule control system that has been accepted by the Department of Defense), the Contractor shall apply the system to the contract and shall be prepared to demonstrate to the ACO that the EVMS complies with the EVMS criteria referenced in paragraph (a) of this clause.
- (c) The Government may require integrated baseline reviews. Such reviews shall be scheduled as early as practicable and should be conducted within 180 calendar days after (1) contract award, (2) the exercise of significant contract options, or (3) the incorporation of major modifications. The objective of the integrated baseline review is for the Government and the Contractor to jointly assess areas, such as the Contractor's planning, to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.
- (d) Unless a waiver is granted by the ACO, Contractor-proposed EVMS changes require approval of the ACO prior to implementation. The ACO shall advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the ACO, the Contractor shall disclose EVMS changes to the ACO at least 14 calendar days prior to the effective date of implementation.
- (e) The Contractor agrees to provide access to all pertinent records and data requested by the ACO or duly authorized representative. Access is to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the criteria referenced in paragraph (a) of this clause.
- (f) The Contractor shall require the following subcontractors to comply with the requirements of this clause:  
  
(Contracting Officer to insert names of subcontractors selected for application of EVMS criteria in accordance with 252.242-7001(c).)

(End of clause)



**Section J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****Exhibit/Attachment Table of Contents**

DOCUMENT TYPE	DESCRIPTION	PAGES
Exhibit A	CDRLs	72
Attachment 1	SOW	39
Attachment 2	DD254 (Signed)	3
Attachment 3	Financial Accounting Data Sheet	1