

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 730) )		RATING N/A	PAGE OF PAGES 1
2. CONTRACT NUMBER N00024-03-C-2310		2. SOLICITATION NUMBER N00024-03-R-2309		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 28 Feb 2003
7. ISSUED BY COMMANDER, NAVAL SEA SYSTEMS COMMAND 1333 Isaac Hull Ave. S.E. Washington Navy Yard, D.C. 20376		CODE N00024		8. ADDRESS OFFER TO (If other than Item 7) See Section L		
6. REQUISITION/PURCHASE NO. N00024-03-NR-60414						

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

### SOLICITATION

9. Sealed offers in original and signed copy for furnishing the supplies or services in the Schedule will be received at the place specified in Sec L, or if handcarried, in the depository located in See Sec L until 2:00 PM Eastern Standard Time on 14 April 2003.  
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION ) CALL:		A. NAME Ms. Susan Hosokawa Ms. Angela Shaw		B. TELEPHONE (NO COLLECT CALLS) AREA CODE (202) (202)			NUMBER 781-2897 781-3933	EXT. N/A N/A	C. E-MAIL ADDRESS HosokawaS@navsea.navy.mil ShawAM@navsea.navy.mil
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### OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 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
		0001	18 March 2003		
		0002	2 April 2003		

15A. NAME AND ADDRESS OF OFFEROR Bath Iron Works 700 Washington Street Bath, Maine 04530		CODE 70876	FACILITY CEC No. 04-146-0247 TIN No. 39-1343528	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) James P. O'Hare Director, Contracts/Estimating	
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15B. TELEPHONE NUMBER AREA CODE 207			NUMBER 442	EXT. 2460	15C. CHECK IF REMITTANCE ADDRESS [ ] IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE <i>J. P. O'Hare</i>	18. OFFER DATE <i>April 14, 2003</i>
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### AWARD (To be completed by Government)


19. ACCEPTED AS TO ITEMS NUMBERED 0001-0013		20. AMOUNT \$7,000,000	21. ACCOUNTING AND APPROPRIATION SEE ATTACHMENT J-1	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c) [ ] 41 U.S.C. 253 (c) [ ]			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) SEE PAGE G-1	
24. ADMINISTERED BY (If other than Item 7) CODE			25. PAYMENT WILL BE MADE BY CODE OPLOC DFAS CHARLESTON CODE FP (VENDOR PAY)	
26. NAME OF CONTRACTING OFFICER (Type or print) SUSAN HOSOKAWA			27. UNITED STATES OF AMERICA <i>Susan Hosokawa</i> (Signature of Contracting Officer)	
			28. AWARD DATE <i>17 JUL 03</i>	

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

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable

STANDARD FORM 33 (REV. 9-97)  
Prescribed by GSA - FAR (48 CFR) 53.214(c)

**SECTION B – SUPPLIES OR SERVICES AND PRICES / COSTS**

<b><u>ITEM NO.</u></b>	<b><u>SUPPLIES / SERVICES</u></b>	<b><u>QTY / UNIT</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>PRICE</u></b>
0001	Littoral Combat Ship (LCS) Preliminary Design (See Notes A, B and C)	1/LOT	N/A	\$ _____ 
0002	Data Associated with Item 0001 as required by the Data Requirements List, Attachment J-3. (Price of data to be included in the respective Items)	1/LOT	N/A	Not Separately Priced (NSP)

**OPTION****ITEM**

0003	Special Studies, Analyses and Reviews associated with Item 0001 (See Notes A, D and F)	 Manhours	\$  Per Hour	\$ _____ 
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**OPTION**  
**ITEMS**

<u>OPTION</u> <u>ITEMS</u>	<u>SUPPLIES / SERVICES</u>	<u>QTY / UNIT</u>		<u>PRICE</u>
0004	Final System Design (See Notes E, F and G)	1/LOT	N/A	\$ <u>TBD</u>
0005	Data Associated with Item 0004 as required by the Data Requirements List, Attachment J-9A. (Price of data to be included in the respective Items) (See Notes F and G)	1/LOT	N/A	NSP

0006	Special Studies, Analyses and Reviews associated with Item 0004 (See Notes A, D, F and G)	<div style="border: 1px solid red; width: 50px; height: 15px; display: inline-block;"></div> Manhours	\$ _____ Per Hour	\$ _____ TBD
0007	Detail Design & Construction of LCS 1 (See Notes E, F and G)	1/EA		\$ _____ TBD
0008	Detail Design & Construction of LCS 2 (See Notes E, F and G)	1/EA		\$ _____ TBD
0009	Construction of LCS 2 (See Notes E, F and G)	1/EA		\$ _____ TBD
0010	Data Associated with Item(s) 0007, 0008, 0009 as required by the Data Requirements List, Attachment J-9B. (Price of data to be included in the respective Items) (See Notes F and G)	1/LOT	N/A	NSP
0011	Special Studies, Analyses and Reviews associated with Item 0007, 0008, 0009 (See Notes A, D, F and G)	<div style="border: 1px solid red; width: 50px; height: 15px; display: inline-block;"></div> Manhours	\$ _____ Per Hour	\$ _____ TBD
0012	Life Cycle Engineering & Support (See Notes F and G)	1/LOT		\$ _____ TBD
0013	PIO (See Notes F, G and H)	1/LOT		\$ _____ TBD

**NOTE A** – Item(s) are Firm Fixed Price (FFP) or allow for issuance of Technical Instructions on a Fixed Price basis.

**NOTE B** – Based upon available funding, the Government is limited to [REDACTED] to fund up to three (3) contracts for preliminary design. Therefore, the total price for each contract shall not exceed [REDACTED]

**NOTE C** – Item(s) will be incrementally funded, see DFARS 202.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993) in Section I-2.

**NOTE D** – [REDACTED]

[REDACTED]

**NOTE E** – [REDACTED]

[REDACTED]

**NOTE F** – [REDACTED]

[REDACTED]

**NOTE G** – [REDACTED]

[REDACTED]

<u>EVENT</u>	<u>DAYS AFTER CONTRACT</u>	<u>DATE</u>
1st Update to Attachment J-9:	30 DAC	(18 August 2003)
2 <sup>nd</sup> Update to Attachment J-9:	109 DAC	(03 Nov 2003)
3rd Update to Attachment J-9:	167 DAC	(01 Jan 2004)
(A unilateral contract modification will be issued, which will update J-9 and incorporate the sections of J-9 into the appropriate sections of the Contract (example Section B, C etc.))		
J-4 Update:	167 DAC	(01 Jan 2004)
J-5 Update:	167 DAC	(01 Jan 2004)
J-8 Update:	167 DAC	(01 Jan 2004)
J-10 Update:	167 DAC	(01 Jan 2004)
Proposals Due:	197 DAC	(30 Jan 2004)

**NOTE H** – If issued, orders for this item shall be in accordance with the General Requirement of Section C of this contract entitled ‘PROVISIONED ITEMS ORDERS – ALTERNATE II’.

**B1 CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (FIXED PRICE)  
(NAVSEA) (FEB 1997)**

This entire contract is fixed price.

<u>Item</u>	<u>Type</u>
0001	Fixed Price
0002	N/A - Data
0003 (If exercised)	Fixed Price Labor Hour

**B2 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated firm-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 [REDACTED] 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 recovered.

**B3 NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)**

- (a) "Invoice" as used in this clause does not include Contractor's requests for progress payments.
- (b) The Contractor shall submit original invoices with 4 copies to the address identified in the solicitation / contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the Contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) The Contractor shall prepare:
  - ☒ [X] a separate invoice for each activity designated to receive the supplies or services.
  - ☐ a consolidated invoice covering all shipments delivered under an individual order.
  - ☐ either of the above.
- (f) If acceptance is at origin, the Contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

**B-4 OPTIONS**

- (a) The Government may require the delivery of the numbered line item(s)/subline item(s), identified in the Schedule as an option items(s), at the quantity and at the price(s) stated in the Schedule. Option(s) shall be exercised, if at all, by written or telegraphic notice(s) signed by the Contracting Officer and sent within the time(s) specified below:

OPTION ITEM(S) <sup>1</sup>	EARLIEST OPTION EXERCISE DATE	LATEST OPTION EXERCISE DATE
0003	Date of Award of Item 0001	6 Months After Contract (MAC)
0004 <sup>2</sup>	7 MAC	13 MAC
0005 <sup>2</sup>	7 MAC	13 MAC
0006 <sup>2</sup>	7 MAC	13 MAC
0007 <sup>2 3</sup>	TBD	TBD
0008 <sup>2 3</sup>	TBD	TBD
0009 <sup>2</sup>	TBD	TBD
0010 <sup>2</sup>	TBD	TBD
0011 <sup>2</sup>	TBD	TBD
0012 <sup>2</sup>	TBD	TBD
0013 <sup>2</sup>	TBD	TBD

Note 1: Option Items 0007 or 0008 will not be exercised if Item 0004 has not been previously exercised.

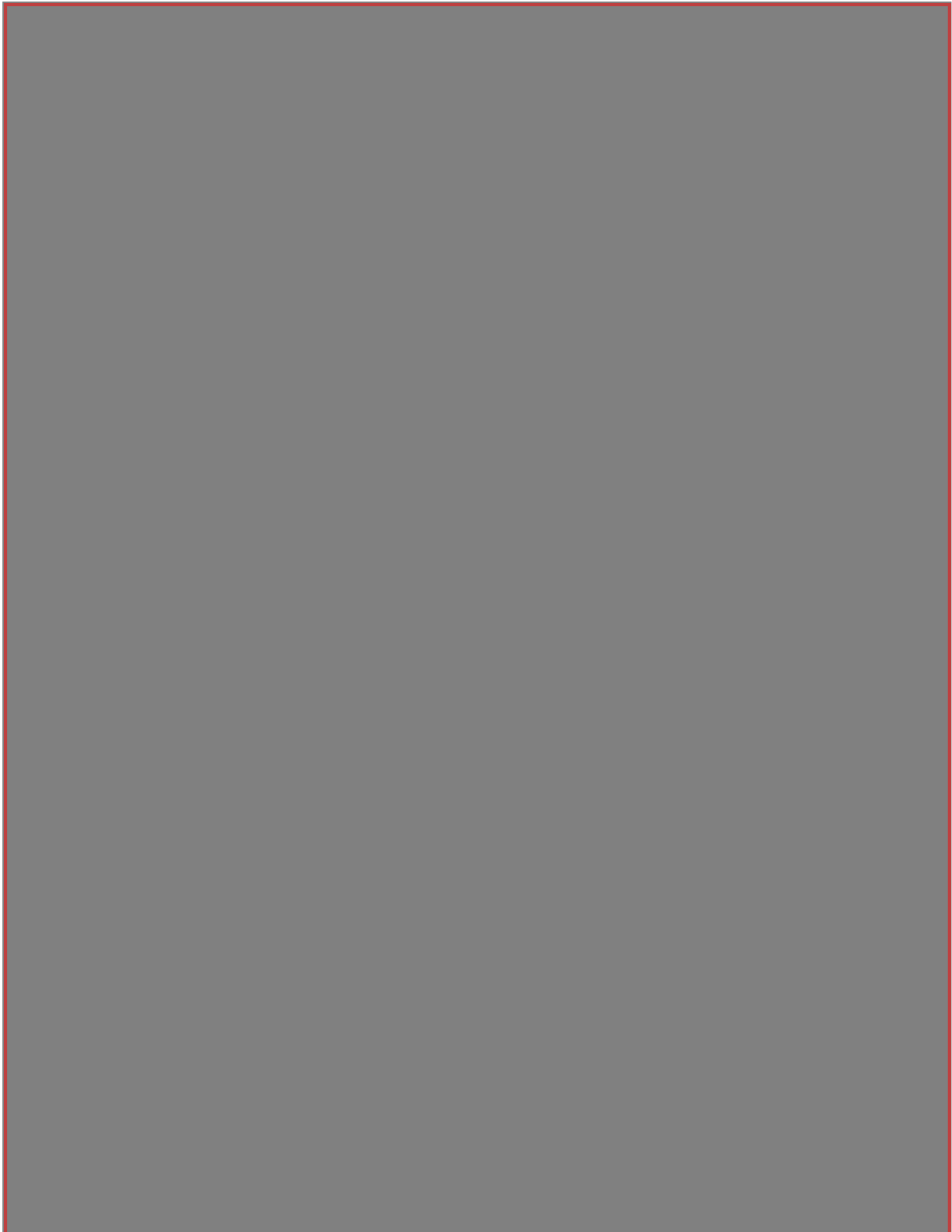
Note 2: These options are unpriced at the time of award but will be priced prior to option exercise.

Note 3:

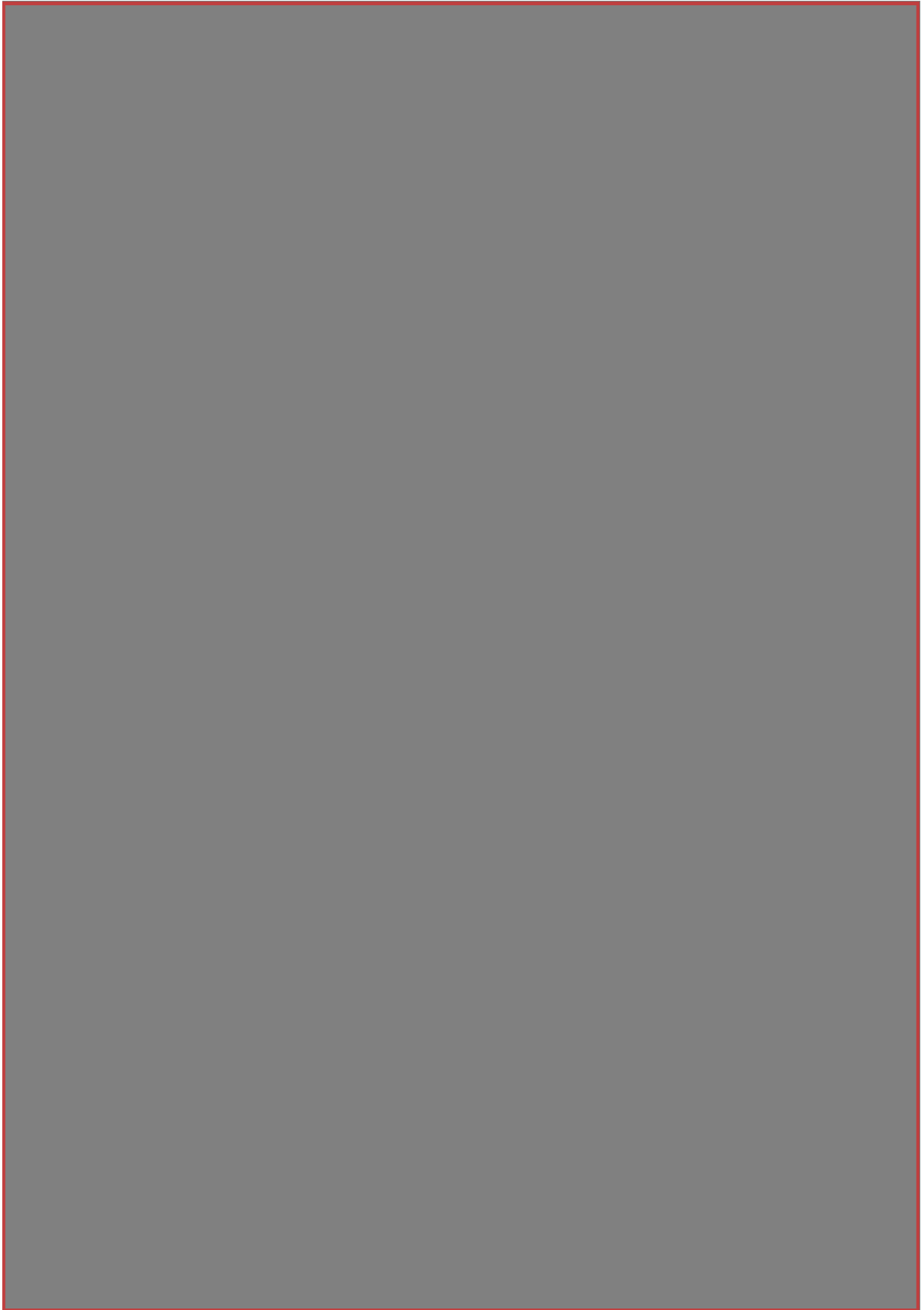
(b)

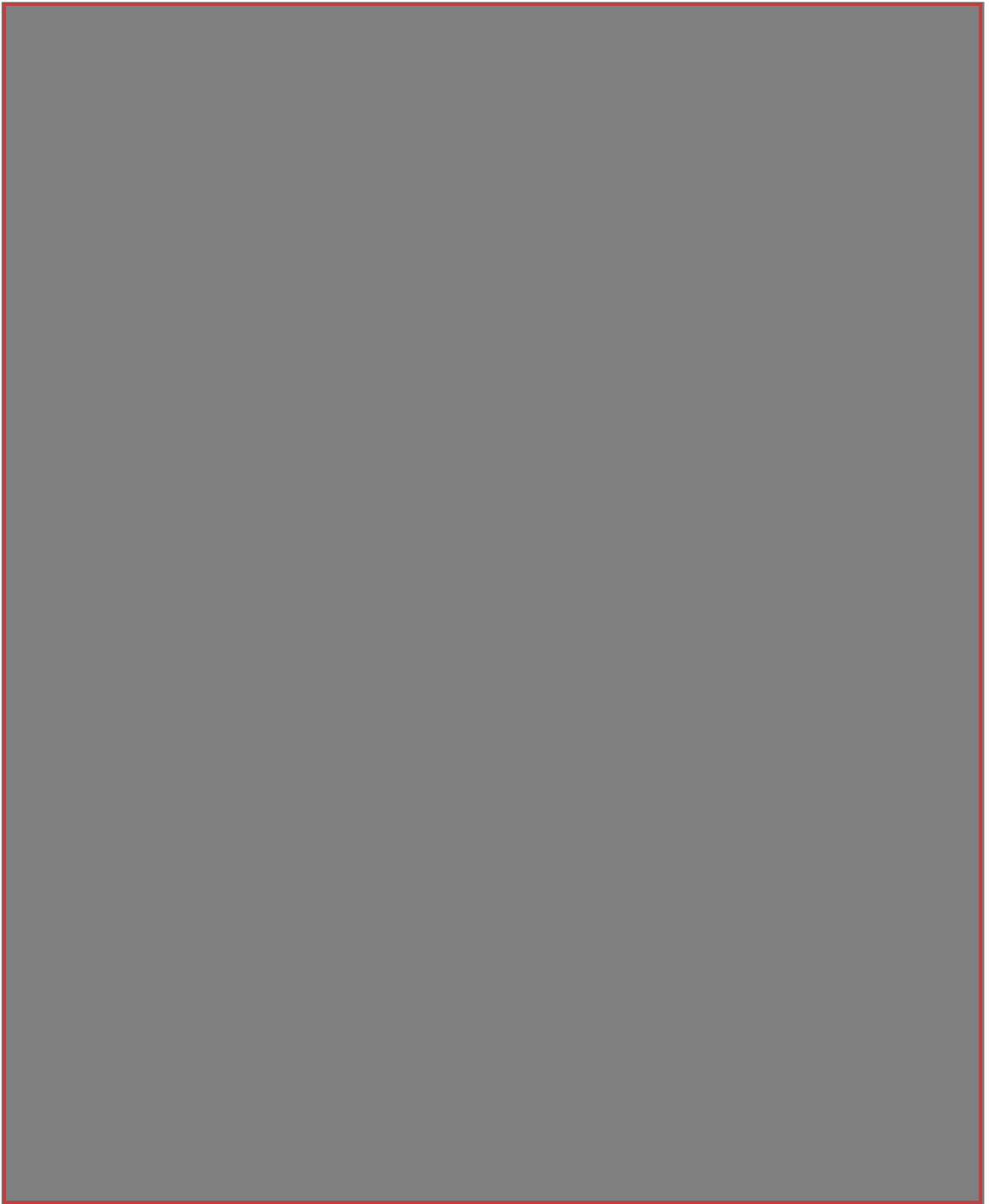
**SECTION C – DESCRIPTION / SPECIFICATIONS / WORK STATEMENT**

**PART 1 – CONTRACT LINE ITEM DESCRIPTION**









[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



**ITEM 0002 DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

The data to be furnished hereunder shall be prepared in accordance with the Data Requirements List, Attachment J-3. All deliverables and any markings on those deliverables shall be in the English language.

**OPTION ITEM 0003 (IF EXERCISED) SPECIAL STUDIES, ANALYSES AND REVIEWS ASSOCIATED WITH ITEM 0001**

The Contractor shall perform special studies, design, analyses, and reviews in support of the design of LCS. These Special Study Requirements are over and above that specified in other CLINs. Orders for this effort shall be placed in accordance with the requirement in SECTION H of this contract entitled Technical Instructions.

**OPTION ITEM(s) 0004- 0013 (IF EXERCISED)**

See Attachment J-9 for the initial description of these items. The final descriptions shall be incorporated herein prior to option exercise.

## **PART 2 – GENERAL REQUIREMENTS**

### **INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (MAY 1993)**

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for-

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)" (FAR 52.245-2), or "GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)" (FAR 52.245-5), as applicable, or any other term or condition of this contract.

(c)(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, an equitable adjustment shall be

made in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

**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) (NOV 1996)**

- (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 data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.
- (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 data 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.

**CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)**



(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal LCS Flight 0 Preliminary Design, Volume I dated 13 June 2003 in response to NAVSEA Solicitation No. N00024-03-R-2309.

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

**CONTRACTOR PROBLEM IDENTIFICATION REPORTS (NAVSEA) (MAY 1993)**

(a) Contract Problem Identification Reports (CPIRs) shall be used by the Contractor for the purpose of alerting the Government to actual or potential contract problems and of establishing an early dialogue between the Contractor and the Government with regard thereto.

(b) A "contract problem" is a fact or circumstance of which the Contractor is aware that does, will or reasonably is anticipated to (1) have a significant or substantial impact on the delivery schedule or completion of contract performance or the cost of performance of the contract (increase or decrease) or (2) requires modification to the contract or specification(s). The terms "significant" and "substantial" shall be interpreted in the same manner as they would be interpreted by a reasonably prudent business person under the relevant circumstances.

(c) The Contractor shall report each contract problem promptly and in no event later than ten (10) calendar days, after the Contractor identifies such contract problem. A written CPIR shall be transmitted via the Adminstrating Contracting Officer (ACO) to the Procuring Contracting Officer and to the cognizant technical code. Each CPIR shall be entitled "Contract Problem Identification Report", shall be dated, numbered sequentially and shall set forth the following based on the best and most complete information then known or available to the Contractor:

(1) The nature of the contract problem;

(2) The date on which the contract problem arose and the date on which the contract problem was identified as such;

(3) The anticipated direct and consequential effects of the contract problem upon the delivery schedule or completion of contract performance or the cost of performance of the contract;

- (4) Identification of the supplies and/or services which are or may be affected; and
  - (5) The Contractor's recommended solution to the reported contract problem.
- (d) Follow-up status reports of each contract problem, identified by the original CPIR number, shall be furnished monthly or more frequently as required by the Contracting Officer. A final follow-up report shall be furnished immediately following resolution of each contract problem.
- (e) CPIRs shall not be submitted when notice of the same contract problem is required to be furnished to the Government pursuant to any other requirement of this contract. The submission of a CPIR, however, does not relieve the Contractor of its obligations to provide notice required under any other requirement of this contract.

## **SECTION D – PACKAGING AND MARKING**

ITEM 0001 - The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

ITEM 0002 & 0003 (if exercised)- All unclassified data under Item 0002 and/or any reports or documentation under Item 0003 shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995 with change 1 dated 31 July 1997 and change 2 dated 1 May 2000 and, when applicable, NISPOM Supplement 1 dated February 1995.

OPTION ITEM(S) 0004-0013 (if exercised)- See Attachment J-9 for the initial descriptions of these items. The final descriptions shall be incorporated herein prior to exercise of the options.

**SECTION E – INSPECTION AND ACCEPTANCE**

ITEM 0001 - Inspection and acceptance shall be made at destination by a representative of the Government.

ITEM 0002 - Inspection and acceptance of all data shall be as specified on Attachment J-3.

ITEM 0003 – Inspection and acceptance of all data and deliverables associated with Item 0003 shall be made at destination by a representative of the Government, unless otherwise specified.

OPTION ITEM(S) 0004-0013 (if exercised) – See Attachment J-9 for the initial descriptions of these items. The final descriptions shall be incorporated herein prior to exercise of the options.

**CLAUSES INCORPORATED BY REFERENCE****FAR SOURCE****TITLE AND DATE**

52.246-9

Inspection of Research &amp; Development (Apr 1984)

**SECTION F – DELIVERIES OR PERFORMANCE**

ITEM 0001 - The period of performance is seven (7) months, commencing on the date of contract award.

ITEM 0002 - All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on Attachment J-3.

ITEM 0003 – The period of performance is twelve (12) months, commencing from the date of option exercise

OPTION ITEM(S) 0004-0013 (if exercised) – See Attachment J-9 for the initial descriptions of these items. The final descriptions shall be incorporated herein prior to exercise of the options.

**.CLAUSES INCORPORATED BY REFERENCE**

<b><u>FAR SOURCE</u></b>	<b><u>TITLE AND DATE</u></b>
52.242-15	Stop-Work Order (Aug 1989)
52.242-17	Government Delay of Work (Apr 1984)

**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: \_\_\_\_\_

NAVAL SEA SYSTEMS COMMAND

1333 ISAAC HULL AVENUE SE STOP 2020

WASHINGTON NAVY YARD DC 20376

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_

**CONTRACTING OFFICER'S  
REPRESENTATIVE:**

COMMANDER

ATTN: TBD

NAVAL SEA SYSTEMS COMMAND \_\_\_\_\_

1333 ISAAC HULL AVENUE SE STOP \_\_\_\_\_

WASHINGTON NAVY YARD DC 20376 \_\_\_\_\_

Telephone No. 202/781- \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_

**ADMINISTRATIVE  
CONTRACTING OFFICE**

To be filled in at award, if applicable.

The Contractor shall submit all original invoices to the Purchasing Office Representative unless a DCMA or SUPSHIP organization is designated as the Administrative Contracting Office, in which case invoice shall be submitted to the designated Point of Contact at that office.

**SECTION H – SPECIAL CONTRACT REQUIREMENTS**  
**(APPLICABLE TO ITEMS 0001 AND 0003 (IF EXERCISED). FOR OPTION ITEM(S)**  
**0004-0013, SEE ATTACHMENT J-9)**

**H-1 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.

**H-2 NAVSEA 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM(AUG 1997)**

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding [REDACTED] When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 91718-8000

Phone: (909) 273-4677 or DSN 933-4677  
FAX: (909) 273-5200  
Internet: <http://www.gidep.corona.navy.mil>

### **H-3 NAVSEA 5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999)**

(a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.

(b) Whenever the Contractor requests or proposes an equitable adjustment of [REDACTED] or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

(1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;

(4) Description of interference and inefficiencies in performing the change;

(5) Description of each element of disruption and exactly how work has been, or will be disrupted;



- (i) The calendar period of time during which disruption occurred, or will occur;
  - (ii) Area(s) aboard the vessel where disruption occurred, or will occur;
  - (iii) Trade(s) disrupted, with a breakdown of manhours for each trade;
  - (iv) Scheduling of trades before, during, and after period of disruption;
  - (v) Description of measures taken to lessen the disruptive effect of the change;
- (6) Delay in delivery attributable solely to the change;
- (7) Other work attributable to the change;
- (8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross-referenced to the detailed information provided as required above; and
- (9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.
- (c) Each proposal in excess of [REDACTED] submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.
- (d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

#### **H-4 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.

#### **H-5 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.

#### **H-6 FOREIGN SHIPYARD CONSTRUCTION PROHIBITION (JAN 1983)**

Neither the vessel nor the hull, midbody, or other major fixed structural component of the vessel shall be constructed in a foreign shipyard.

**SECTION I-1 – CLAUSES INCORPORATED BY REFERENCE  
(APPLICABLE TO ITEMS 0001-0003 (IF EXERCISED). FOR OPTION  
ITEM(S) 0004-0013, SEE ATTACHMENT J-9)**

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:**

<u>SOURCE</u>	<u>TITLE AND DATE</u>
52.202-1	Definitions (Dec 2001)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 1995)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
52.204-2	Security Requirements (Aug 1996)
52.204-4	Printed/Copied Double-Sided on Recycled Paper (Aug 2000)
52.209-6	Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
52.211-5	Material Requirements (Aug 2000)
52.211-15	Defense Priority and Allocation Requirement (Sep 1990)
52.215-2	Audit and Records—Negotiation (Jun 1999)

Fixed-Price Research & Development (Negotiated) – December 23, 2002  
Updated through FAC 2001-10 and DFARS Change Notice 20021025

<u>SOURCE</u>	<u>TITLE AND DATE</u>
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications (Oct 1997)
52.215-14	Integrity of Unit Prices (Oct 1997) (Applies if contract award is based on full and open competition.)
52.219-4	Notice of Price Evaluation Preference for HubZone Small Business Concerns (Jan 1999)
52.219-8	Utilization of Small Business Concerns (Oct 2000)
52.219-9 and Alt II	Small Business Subcontracting Plan (Jan 2002) and Alternate II (Oct 2001)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-3	Convict Labor (Aug 1996)
52.222-19	Child Labor—Cooperation with Authorities and Remedies (Sep 2002)
52.222-20	Walsh-Healey Public Contracts Act (Dec 1996)
52.222-21	Prohibition on Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Apr 2002)
52.222-35	Equal Opportunity for 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 Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
52.222-38	Compliance with Veterans' Employment Reporting Requirements (Dec 2001)
52.223-6	Drug-Free Workplace (May 2001)
52.225-8	Duty-Free Entry (Feb 2000)
52.225-13	Restrictions on Certain Foreign Purchases (Jul 2000)

52.227-1	Authorization and Consent (Jul 1995) Alternate I (Apr 1984)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
52.227-10	Filing of Patent Applications—Classified Subject Matter (Apr 1984)
52.227-12	Patent Rights – Retention by the Contractor (Long Form) (Jan 1997)
52.229-3	Federal, State, and Local Taxes (Jan 1991)
52.230-2	Cost Accounting Standards (Apr 1998)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Apr 1998)
52.230-6	Administration of Cost Accounting Standards (Nov 1999)
52.232-7 and Alt II	Payments Under Time and Material and Labor Hour Contracts (Dec 2002) and Alternate II (Feb 2002)
52.232-8	Discounts for Prompt Payment (Feb 2002)
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-16	Progress Payments (Dec 2002) (The date by which the payment will make progress payments is the <u>30<sup>th</sup></u> day after the billing office receives a proper progress payment request.)
52.232-17	Interest (Jun 1996)
52.232-23 and Alt I	Assignment of Claims (Jan 1986) and Alternate I (Apr 1984)
52.232-25	Prompt Payment (Feb 2002)
52.232-33	Payments by Electronic Funds Transfer—Central Contractor Registration (May 1999)
52.233-1 and Alt I	Disputes (Jul 2002) and Alternate I (Dec 1991)
52.233-3	Protest After Award (Aug 1996)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (Jul 1995)

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52.243-1 and Alt V	Changes—Fixed-Price and Alternate V (Apr 1984)
52.243-6	Change Order Accounting (Apr 1984)
52.246-6	Inspection – Time and Material and Labor Hour Contracts (May 2001)
52.248-1	Value Engineering (Feb 2000) (Applies if this contract equals or exceeds \$100,000.)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Apr 1984)
52.249-9	Default (Fixed-Price Research & Development) (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)

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**II. DEFENSE FAR SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES:**

<u>SOURCE</u>	<u>TITLE AND DATE</u>
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies (Mar 1999)
252.203-7002	Display of DOD Hotline Poster (Dec 1991) (Applies if this contract exceeds \$5,000,000.)
252.204-7000	Disclosure of Information (Dec 1991)
252.204-7003	Control of Government Personnel Work Product (Apr 1992)
252.204-7004	Required Central Contractor Registration (Nov 2001)
252.204-7005	Oral Attestation of Security Responsibilities (Nov 2001)
252.205-7000	Provision of Information to Cooperative Agreement Holders (Dec 1991) (Applies if this contract exceeds \$500,000.)
252.209-7000	Acquisition from Subcontractors Subject to the On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (Nov 1995)
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (Mar 1998)
252.211-7000	Acquisition Streamlining (Dec 1991)
252.215-7000	Pricing Adjustments (Dec 1991)
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts) (Apr 1996)
252.223-7004	Drug-Free Work Force (Sep 1988)
252.225-7000	Buy American Act – Balance of Payments Program Certificate (Sep1999)
252.225-7010	Duty-Free Entry—Additional Provisions (Aug 2000)
252.225-7012	Preference for Certain Domestic Commodities (Apr 2002)
252.225-7025	Restriction on Acquisition of Forgings (Jun 1997)
252.225-7026	Reporting on Contract Performance Outside the United States (Jun 2000)
252.225-7031	Secondary Arab Boycott of Israel (Jun 1992)

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	Rights in Technical Data – Commercial Items (Nov 1995)
252.227-7016	Rights in Bid or Proposal Information (Jun 1995)
252.227-7019	Validation of Asserted Restrictions—Computer Software (Jun 1995)
252.227-7020	Rights in Special Works (Jun 1995)
252.227-7021	Rights in Data – Existing Works (Mar 1979)
252.227-7025	Limitation on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends (Jun 1995)
252.227-7027	Deferred Ordering of Technical Data or Computer Software (Apr 1988)
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (Jun 1995)
252.227-7030	Technical Data—Withholding of Payment (Mar 2000)
252.227-7036	Declaration of Technical Data Conformity (Jan 1997)
252.227-7037	Validation of Restrictive Markings on Technical Data (Sep 1999)
252.231-7000	Supplemental Cost Principles (Dec 1991)
252.242-7000	Postaward Conference (Dec 1991)
252.242-7004	Material Management and Accounting System (Dec 2000) (Applies if this contract provides progress payments, unless it is set aside exclusively for a small, small disadvantaged or women-owned small business concern.)
252.243-7001	Pricing of Contract Modifications (Dec 1991)
252.243-7002	Requests for Equitable Adjustments (Mar 1998)
252.246-7000	Material Inspection and Receiving Report (Dec 1991)
252.246-7001	Warranty of Data (Dec 1991)

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**SECTION I-2 – CLAUSES INCORPORATED IN FULL TEXT  
(APPLICABLE TO ITEMS 0001-0003 (IF EXERCISED). FOR OPTION  
ITEM(S) 0004-0013, SEE ATTACHMENT J-9.)**

**FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents , exhibits, and attachments\*
- (e) The specifications

\* In the event of any conflicts or inconsistencies amongst the attachments, Attachment J-4 shall take precedence.

**FAR 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR  
INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT  
1997)**

*(a) Exceptions from cost or pricing data.*

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If—

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the

acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-price items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

#### **FAR 52.243-7 NOTIFICATION OF CHANGES (APR 1984)**

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 7 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 7 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

**FAR 52.244-2 SUBCONTRACTS (AUG 1998)**

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: None.

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

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting --
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

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

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

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

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

**FAR 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989) (DEVIATION)**

(a) Government-furnished property.

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

- (1) The Contracting Officer may, by written notice,
  - (i) decrease the Government-furnished property provided or to be provided under this contract, or
  - (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract.

The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any --

- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or
- (ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

- (i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
- (ii) Title to all other material shall pass to and vest in the Government upon--
  - (A) Issuance of the material for use in contract performance;
  - (B) Commencement of processing of the material or its use in contract performance; or
  - (C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for --

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract



or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government --

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

#### **FAR 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 clauses & provisions: <http://farsite.hill.af.mil/VFFARA.HTM>

DFARS clauses & provisions: <http://farsite.hill.af.mil/VFDFARA.HTM>

NAPS clauses & provisions: <http://farsite.hill.af.mil/VFNAPSa.htm>

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

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**DFARS 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (AUG 2000)**

(a) *Definition.* "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at [http://www.dcmc.hq.dla.mil/dcmc\\_o/oc/spi/files/dbreport/files/modified.pdf](http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.pdf) and Excel format at [http://www.dcmc.hq.dla.mil/dcmc\\_o/oc/spi/files/dbreport/files/modified.xls](http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.xls).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall—

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

*(Offeror insert information for each SPI process) N/A*

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification  
or Standard: \_\_\_\_\_

Affected Contract Line Item  
Number, Subline Item Number,  
Component, or Element: \_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror—

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

**DFARS 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 1998)**

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall—

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is—

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Naval Criminal Investigative Service (NCIS), Code 24, Telephone, DSN 228-9113 or commercial (202) 433-9113.

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

(a) Contract line item 0001 is incrementally funded. For these item(s), the sum of [REDACTED] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the

event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

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

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

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

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

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of

funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the rights of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

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

**ITEM 0001**

On execution of contract:  
30 November 2003:

TOTAL:



**DFARS 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)**

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Naval Sea Systems Command under Contract No. N00024-03-C-2310.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Naval Sea Systems Command.

**DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)**

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor—

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties—

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for—

(i) Noncommercial items; or

(ii) Commercial items that—

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

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

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

**SECTION J – LIST OF ATTACHMENTS  
(APPLICABLE TO ITEMS 0001-0003 (IF EXERCISED). FOR OPTION ITEM(S)  
0004-0013, SEE ATTACHMENT J-9)**

The following document(s), exhibit(s), and other attachment(s) form a part of this contract:

Attachment J-1:	Financial Accounting Data Sheet (to be provided at award)
Attachment J-2:	Contract Security Classification Specification, DD-254
Attachment J-3:	Data Requirements List
Attachment J-4:	Preliminary Design Interim Requirements Document (PD-IRD)
Attachment J-5:	Mission System Technical Architecture Requirements
Attachment J-6:	Preliminary Design Review (PDR) Requirements
Attachment J-7:	Performance Specification Template
Attachment J-8:	CONOPS (consists of two documents, text and slides)
Attachment J-9:	Option Items Description
Attachment J-10:	Navy Open Architecture Programs Criteria (consists of four separate documents)
Attachment J-11:	Performance Based Logistics Guidance
Attachment J-12:	“Carpet Plot” Performance Grid Guidance
Attachment J-13:	Schedule “C”, Government Furnished Information (GFI)
Attachment J-14:	Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (dated 06/13/03)
Exhibit A:	LCS Integrated Schedule
Exhibit B:	ONR/NWDC Sponsored Technology Demonstration Programs and Experimentations

Any classified information contained in these attachments will be provided at award.

Revision A