

CONTRACT AWARD

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1. CONTRACT NUMBER N00024-07-C-6311		2. EFFECTIVE DATE 4/6/2007		3. SOLICITATION NUMBER N00024-07-R-6311		4. REQUISITION/PROJECT NUMBER see schedule	
5. ISSUED BY NAVAL SEA SYSTEMS COMMAND STOP 2050 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376				6. ADMINISTERED BY (If other than Item 5) DCMA OXNARD 4111 SAN PEDRO STREET, STE 1 2000 WEST PORT HUENEME CA 93043			
7. NAME AND ADDRESS OF CONTRACTOR EDO COMMUNICATIONS & COUNTERMEASURES 3500 WILLOW LANE THOUSAND OAKS CA 91361				8. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381			
9A. DUNS NUMBER 025187001		9B. TAXPAYER'S IDENTIFICATION NO. 95-2254292		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO <input type="checkbox"/> ITEM 5 <input type="checkbox"/> ITEM 6 <input type="checkbox"/> ITEM 8 <input checked="" type="checkbox"/> OTHER (Specify) IAW SECT G			

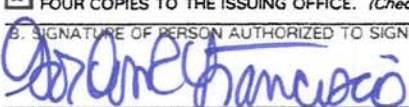
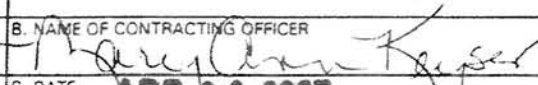
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12. BRIEF DESCRIPTION

SEE SCHEDULE

IAW with FAR 52.211-14 and Section L of the solicitation, this contract is rated DX-C9

13. TOTAL AMOUNT OF CONTRACT		\$88,035,170.00
14. CONTRACTOR'S AGREEMENT. Contractor agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.		15. AWARD. The Government hereby accepts your offer on the solicitation identified in item 3 above as reflected in this award document. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.
<input checked="" type="checkbox"/> A. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN FOUR COPIES TO THE ISSUING OFFICE. (Check if applicable)		
B. SIGNATURE OF PERSON AUTHORIZED TO SIGN 		A. UNITED STATES OF AMERICA (Signature of Contracting Officer) MARY ANN KEYSER CONTRACTING OFFICER
C. NAME OF SIGNER Gordon R. Francisco		B. NAME OF CONTRACTING OFFICER 
D. TITLE OF SIGNER Director, Contracts		C. DATE APR 06 2007
E. DATE 10 April 2007		

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	2.1 Production Systems				
	FFP				
	Spiral 2.1 Mounted CREW Production Systems and Shipping Containers in accordance with (IAW) Sections 3.0 of the Statement of Work (SOW). FOB: Destination PURCHASE REQUEST NUMBER: N0002407NR99528				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	2.1 Production Systems	3	Each		
	FFP				
	Spiral 2.1 Mounted CREW Production Systems and Shipping Containers in accordance with (IAW) Sections 3.0 of the Statement of Work (SOW). FOB: Destination PURCHASE REQUEST NUMBER: N0002407NR99528				
				NET AMT	
	ACRN AA				
	CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	2.1 Production Systems	1,097	Each		

FFP

Spiral 2.1 Mounted CREW Production Systems and Shipping Containers in accordance with (IAW) Sections 3.0 of the Statement of Work (SOW).

FOB: Destination

PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ACRN AA

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	2.1 Production Systems	1,000	Each		

FFP

OPTION Spiral 2.1 Mounted CREW Production Systems and Shipping Containers in accordance with (IAW) Sections 3.0 of the Statement of Work (SOW).

See Note A.

FOB: Destination

PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	2.1 Production Systems	2,000	Each	[REDACTED]	[REDACTED]

FFP

OPTION Spiral 2.1 Mounted CREW Production Systems and Shipping Containers in accordance with (IAW) Sections 3.0 of the Statement of Work (SOW).
See Note A.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	2.1 Production Systems	500	Each	[REDACTED]	[REDACTED]

FFP

OPTION Spiral 2.1 Mounted CREW Production Systems and Shipping Containers in accordance with (IAW) Sections 3.0 of the Statement of Work (SOW).
See Note A.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	2.1 Production System	400	Each	[REDACTED]	[REDACTED]

FFP

OPTION Spiral 2.1 Mounted CREW Production Systems and Shipping Containers in accordance with (IAW) Sections 3.0 of the Statement of Work (SOW). See Note A.
 FOB: Destination
 PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	2.1 Production Systems- Option Year 1				

FFP

OPTION Spiral 2.1 Mounted CREW Production Systems and Shipping Containers in accordance with (IAW) Sections 3.0 of the Statement of Work (SOW).
 FOB: Destination
 PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	2.1 Production Systems- Option Year 1	500	Each	[REDACTED]	[REDACTED]

FFP

OPTION Spiral 2.1 Mounted CREW Production Systems and Shipping Containers in accordance with (IAW) Sections 3.0 of the Statement of Work (SOW). See Note A.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	2.1 Production Systems- Option Year 1	500	Each	[REDACTED]	[REDACTED]

FFP

OPTION Spiral 2.1 Mounted CREW Production Systems and Shipping Containers in accordance with (IAW) Sections 3.0 of the Statement of Work (SOW). See Note A.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	2.1 Production Systems- Option Year 1	500	Each		

FFP

OPTION Spiral 2.1 Mounted CREW Production Systems and Shipping Containers in accordance with (IAW) Sections 3.0 of the Statement of Work (SOW). See Note A.
 FOB: Destination
 PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	2.1 Production Systems- Option Year 1	500	Each		

FFP

OPTION Spiral 2.1 Mounted CREW Production Systems and Shipping Containers in accordance with (IAW) Sections 3.0 of the Statement of Work (SOW). See Note A.
 FOB: Destination
 PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	
0002AE	2.1 Production Systems- Option Year 1	500	Each	[REDACTED]	[REDACTED]

FFP

OPTION Spiral 2.1 Mounted CREW Production Systems and Shipping Containers in accordance with (IAW) Sections 3.0 of the Statement of Work (SOW). See Note A.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF	2.1 Production Systems- Option Year 1	500	Each	[REDACTED]	[REDACTED]

FFP

OPTION Spiral 2.1 Mounted CREW Production Systems and Shipping Containers in accordance with (IAW) Sections 3.0 of the Statement of Work (SOW). See Note A.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	E	AMOUNT
0002AG	2.1 Production Systems- Option Year 1	500	Each		

FFP

OPTION Spiral 2.1 Mounted CREW Production Systems and Shipping Containers in accordance with (IAW) Sections 3.0 of the Statement of Work (SOW). See Note A.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH	2.1 Production Systems- Option Year 1	500	Each		

FFP

OPTION Spiral 2.1 Mounted CREW Production Systems and Shipping Containers in accordance with (IAW) Sections 3.0 of the Statement of Work (SOW). See Note A.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	
0002AJ	2.1 Production Systems- Option Year 1	500	Each	[REDACTED]	[REDACTED]

FFP

OPTION Spiral 2.1 Mounted CREW Production Systems and Shipping Containers in accordance with (IAW) Sections 3.0 of the Statement of Work (SOW). See Note A.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT [REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AK	2.1 Production Systems- Option Year 1	500	Each	[REDACTED]	[REDACTED]

FFP

OPTION Spiral 2.1 Mounted CREW Production Systems and Shipping Containers in accordance with (IAW) Sections 3.0 of the Statement of Work (SOW). See Note A.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT [REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	2.1 Laptops				

FFP



IAW Section 3.0 of the Statement of Work (SOW) - Laptops for Item 0001.

FOB: Destination

PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	2.1 Laptops	3	Each		

FFP

IAW Section 3.0 of the Statement of Work (SOW) for Item 0001AA.

See Note E.


FOB: Destination

PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ACRN AA

CIN: 00000000000000000000000000000000



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	2.1 Laptops	32	Each		

FFP

IAW Section 3.0 of the Statement of Work (SOW) for Item 0001AB.

See Note E.

FOB: Destination

PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ACRN AA

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	2.1 Laptops	29	Each		

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) for Item 0001AC.

See Note A and E.

FOB: Destination

PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	2.1 Laptops	58	Each	[REDACTED]	[REDACTED]

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) for Item 0001AD.
See Note A and E.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE	2.1 Laptops	15	Each	[REDACTED]	[REDACTED]

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) for Item 0001AE.
See Note A and E.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	AMOUNT
0003AF	2.1 Laptops	11	Each	

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) for Item 0001AF. See Note A and E.
 FOB: Destination
 PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	2.1 Laptops - Option Year 1				

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) - Laptops for Item 0002.
 FOB: Destination
 PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		AMOUNT
0004AA	2.1 Laptops - Option Year 1	15	Each	[REDACTED]	[REDACTED]

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) for Item 0002AA.
See Note A and E.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	2.1 Laptops - Option Year 1	15	Each	[REDACTED]	[REDACTED]

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) for Item 0002AB.
See Note A and E.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	2.1 Laptops - Option Year 1	15	Each	[REDACTED]	[REDACTED]

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) for Item 0002AC.
See Note A and E.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD	2.1 Laptops - Option Year 1	15	Each	[REDACTED]	[REDACTED]

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) for Item 0002AD.
See Note A and E.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE	2.1 Laptops - Option Year 1	15	Each	[REDACTED]	[REDACTED]

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) for Item 0002AE.
See Note A and E.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF	2.1 Laptops- Option Year 1	14	Each	[REDACTED]	[REDACTED]

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) for Item 0002AF. See Note A
and E.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG	2.1 Laptops- Option Year 1	14	Each		

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) for Item 0002AG. See Note A and E.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR909528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AH	2.1 Laptops- Option Year 1	14	Each		

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) for Item 0002AH. See Note A and E.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	
0004AJ	2.1 Laptops- Option Year 1	14	Each		

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) for Item 0002AJ. See Note A and E.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AK	2.1 Laptops- Option Year 1	14	Each		

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) for Item 0002AK. See Note A and E.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	2.1 Interface Equipment				

FFP

IAW Section 3.0 of the Statement of Work (SOW) - USB or Serial Interface Equipment for Item 0001.

FOB: Destination

PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	2.1 Interface Equipment	3	Each		

FFP

IAW Section 3.0 of the Statement of Work (SOW) - USB or Serial Interface Equipment for Item 0001AA. See Note E.


FOB: Destination

PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ACRN AA

CIN: 00000000000000000000000000000000



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	2.1 Interface Equipment	549	Each		

FFP

IAW Section 3.0 of the Statement of Work (SOW) - USB or Serial Interface Equipment for Item 0001AB. See Note E.

FOB: Destination

PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ACRN AA

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	2.1 Interface Equipment	500	Each		

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) - USB or Serial Interface Equipment for Item 0001AC. See Note A and E.

FOB: Destination

PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0005AD	2.1 Interface Equipment	1,000	Each	[REDACTED]

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) - USB or Serial Interface Equipment for Item 0001AD. See Note A and E.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT [REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0005AE	2.1 Interface Equipment	250	Each	[REDACTED]

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) - USB or Serial Interface Equipment for Item 0001AE. See Note A and E.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT [REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UN	CE	AMOUNT
0005AF	2.1 Interface Equipment	200	Each			

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) - USB or Serial Interface Equipment for Item 0001AF. See Note A and E.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	2.1 Interface Equipment - Option Year 1		Each		

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) - USB or Serial Interface Equipment for Item 0002.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA	2.1 Interface Equipment - Option Year 1	250	Each	[REDACTED]	[REDACTED]

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) - USB or Serial Interface Equipment for Item 0002AA. See Note A and E.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB	2.1 Interface Equipment - Option Year 1	250	Each	[REDACTED]	[REDACTED]

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) - USB or Serial Interface Equipment for Item 0002AB. See Note A and E.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AC	2.1 Interface Equipment - Option Year 1	250	Each	[REDACTED]	[REDACTED]

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) - USB or Serial Interface Equipment for Item 0002AC. See Note A and E.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AD	2.1 Interface Equipment - Option Year 1	250	Each	[REDACTED]	[REDACTED]

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) - USB or Serial Interface Equipment for Item 0002AD. See Note A and E.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

[REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	U	E
0006AE	2.1 Interface Equipment - Option Year 1	250	Each		

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) - USB or Serial Interface Equipment for Item 0002AE. See Note A and E.
 FOB: Destination
 PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AF	2.1 Interface Equipment- Option Year 1	250	Each		

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) - USB or Serial Interface Equipment for Item 0002AF. See Note A and E.
 FOB: Destination
 PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AG	2.1 Interface Equipment- Option Year 1	250	Each		

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) - USB or Serial Interface
Equipment for Item 0002AG. See Note A and E.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AH	2.1 Interface Equipment- Option Year 1	250	Each		

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) - USB or Serial Interface
Equipment for Item 0002AH. See Note A and E.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	U	E	AMOUNT
0006AJ	2.1 Interface Equipment- Option Year 1	250	Each			

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) - USB or Serial Interface
Equipment for Item 0002AJ. See Notes A and E.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AK	2.1 Interface Equipment- Option Year 1	250	Each		

FFP

OPTION IAW Section 3.0 of the Statement of Work (SOW) - USB or Serial Interface
Equipment for Item 0002AK.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Delivery Incentive	1			

FFP

Amount for this CLIN is up to \$1.65M maximum. See Note B.

FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Test and Unique Support Equipment	225	Each		

FFP

IAW Section 3.5 of the Statement of Work (SOW).
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT





ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Material for Repair COST IAW SOW 3.5, material costs required by FSRs for maintenance/repair. See Note D.				
	FOB: Destination PURCHASE REQUEST NUMBER: N0002407NR99528				
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Travel COST Travel for FSRs and Engineering Support Services. See 0010AA and 0010AB for details.				
	FOB: Destination PURCHASE REQUEST NUMBER: N0002407NR99528				
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AA	Travel COST Travel for FSRs IAW SOW 3.5. See Note D				
	FOB: Destination PURCHASE REQUEST NUMBER: N0002407NR99528				
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AB	Travel COST Travel for Engineering Services IAW SOW 3.6. See Note D.				
	FOB: Destination PURCHASE REQUEST NUMBER: N0002407NR99528				
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Engineering Services T&M IAW SOW 3.6. Ceiling 12,000 Hours.	1	Hours		
	PURCHASE REQUEST NUMBER: N0002407NR99528				
				TOT ESTIMATED PRICE	
				CEILING PRICE	
	ACRN AA CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Spares and Consumables		Lot		

FFP



IAW SOW 3.0 - Spares and Consumables for Item 0001.

FOB: Destination

PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AA	Spares and Consumables	1	Lot		

FFP

IAW SOW 3.0 - Spares and Consumables for Item 0001AA. See Note C.


FOB: Destination

PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ACRN AA

CIN: 00000000000000000000000000000000



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		
0012AB	Spares and Consumables	1	Lot		

FFP

IAW SOW 3.0 - Spares and Consumables for Item 0001AB. See Note C.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AC	Spares and Consumables	1	Lot		

FFP

OPTION IAW SOW 3.0 - Spares and Consumables for Item 0001AC. See Note A and C.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	
0012AD	Spares and Consumables	1	Lot	[REDACTED]	[REDACTED]

FFP

OPTION IAW SOW 3.0 - Spares and Consumables for Item 0001AD. See Note A and C.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AE	Spares and Consumables	1	Lot	[REDACTED]	[REDACTED]

FFP

OPTION IAW SOW 3.0 - Spares and Consumables for Item 0001AE. See Note A and C.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0012AF	Spares and Consumables	1	Lot	[REDACTED]

FFP

OPTION IAW SOW 3.0- Spares and Consumables for Item 0001AF. See Note A and C.
 FOB: Destination
 PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Spares and Consumables - Option Year 1				

FFP

OPTION IAW SOW 3.0- Spares and Consumables for Item 0002.
 FOB: Destination
 PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013AA	Spares and Consumables - Option Year 1	1	Lot	[REDACTED]	[REDACTED]

FFP

OPTION IAW SOW 3.0 - Spares and Consumables for Item 0002AA. See Note A and C.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013AB	Spares and Consumables - Option Year 1	1	Lot	[REDACTED]	[REDACTED]

FFP

OPTION IAW SOW 3.0 - Spares and Consumables for Item 0002AB. See Note A and C.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013AC	Spares and Consumables - Option Year 1	1	Lot	[REDACTED]	[REDACTED]

FFP

OPTION IAW SOW 3.0 - Spares and Consumables for Item 0002AC. See Note A and C.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013AD	Spares and Consumables - Option Year 1	1	Lot	[REDACTED]	[REDACTED]

FFP

OPTION IAW SOW 3.0 - Spares and Consumables for Item 0002AD. See Note A and C.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	
0013AE	Spares and Consumables - Option Year 1	1	Lot		
	FFP				
OPTION	IAW SOW 3.0 - Spares and Consumables for Item 0002AE. See Note A and C. FOB: Destination PURCHASE REQUEST NUMBER: N0002407NR99528				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		AMOUNT
0013AF	Spares and Consumables- Option Year 1	1	Lot		
	FFP				
OPTION	IAW SOW 3.0- Spares and Consumables for Item 0002AF. See Note A and C. FOB: Destination PURCHASE REQUEST NUMBER: N0002407NR99528				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013AG	Spares and Consumables- Option Year 1	1	Lot		

FFP

OPTION IAW SOW 3.0- Spares and Consumables for Item 0002AG. See Note A and C.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013AH	Spares and Consumables- Option Year 1	1	Lot		

FFP

OPTION IAW SOW 3.0- Spares and Consumables for Item 0002AH. See Note A and C.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		
0013AJ	Spares and Consumables- Option Year 1	1	Lot		

FFP

OPTION IAW SOW 3.0- Spares and Consumables for Item 0002AJ. See Note A and C.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013AK	Spares and Consumables- Option Year 1	1	Lot		

FFP

OPTION IAW SOW 3.0- Spares and Consumables for Item 0002AK. See Note A and C.
FOB: Destination
PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0014	Field Service Representatives (FSRs)	2	Person	

FFP

IAW Section 3.5 of the Statement of Work (SOW). Period of Performance is 26 weeks.

FOB: Destination

PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

ACRN AA

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0015	Depot Level Repair Services	1	Hours	

T&M

IAW Section 3.5 of the Statement of Work (SOW). Ceiling 12,000 hours.

FOB: Destination

PURCHASE REQUEST NUMBER: N0002407NR99528

TOT ESTIMATED PRICE

CEILING PRICE

ACRN AA

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016 OPTION	Depot Level Repair Svcs- Option Year 1 T&M IAW Section 3.5 of the Statement of Work (SOW). Ceiling 12,000 hours for Option Year 1. See Note A. FOB: Destination PURCHASE REQUEST NUMBER: N0002407NR99528	1	Hours		
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	Depot Level Repair Parts COST IAW SOW 3.5. See Note D. FOB: Destination PURCHASE REQUEST NUMBER: N0002407NR99528				
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0018	Data				

IAW with Exhibit A.
 FOB: Destination
 PURCHASE REQUEST NUMBER: N0002407NR99528

NET AMT

See Exhibit A

CLAUSES INCORPORATED BY FULL TEXT

NOTE A – Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised. The Government does not expect to exercise any options at less than the full quantities stated.

NOTE B - DETERMINATION OF DELIVERY AND ACCEPTANCE INCENTIVE FEE (Maximum \$1.65 Million)—CLIN 0007

The Contractor shall be entitled to receive delivery incentive fees for achieving accelerated delivery of acceptable, conforming systems as specified herein. The schedule set forth below shall not be modified, relaxed, or otherwise adjusted except for changes directly resulting from Government-caused interruption that must be acknowledged in writing by the PCO referencing this provision. Even those grounds that might otherwise give rise to an equitable adjustment in the delivery schedule of the contract for the effort covered, or any other delivery required by the contract, shall not be basis for adjustment to the schedule dates specified. The Government may, however, elect to extend or modify the schedule specified should events dictate. Again, however, no adjustments will be made to the incentive schedule unless made by the Contracting Officer and formally incorporated into a contract modification. The decision whether to execute any such modification will be at the sole discretion of the Contracting Officer.

The Contractor may receive up to a maximum of \$1.65M incentive fee for delivery of the entire base quantity of 1,100 systems as described in CLINs 0001AA, 0001AB, and the associated quantities of laptops and interface equipment under 0003AA, 0003AB, 0005AA and 0005AB prior to the established delivery dates per Section F as provided for in the table below, provided that each delivery set forth above is accepted by the Government. Final acceptance need not take place prior to the date set forth above for the incentive to be payable. The maximum incentive fee amount of \$1.65M will be reduced daily as per the following table, reducing to an amount of \$0 on the established delivery date referenced in Section F.

#	Days	Total Incentive Fee Possible	100 System Lot 35% of Total	500 System Lot 35% of Total	500 System Lot 30% of Total
30	days early	1,650,000	577,500	577,500	495,000
29	days early	1,595,000	558,250	558,250	478,500

28	days early	1,540,000	539,000	539,000	462,000
27	days early	1,485,000	519,750	519,750	445,500
26	days early	1,430,000	500,500	500,500	429,000
25	days early	1,375,000	481,250	481,250	412,500
24	days early	1,320,000	462,000	462,000	396,000
23	days early	1,265,000	442,750	442,750	379,500
22	days early	1,210,000	423,500	423,500	363,000
21	days early	1,155,000	404,250	404,250	346,500
20	days early	1,100,000	385,000	385,000	330,000
19	days early	1,045,000	365,750	365,750	313,500
18	days early	990,000	346,500	346,500	297,000
17	days early	935,000	327,250	327,250	280,500
16	days early	880,000	308,000	308,000	264,000
15	days early	825,000	288,750	288,750	247,500
14	days early	770,000	269,500	269,500	231,000
13	days early	715,000	250,250	250,250	214,500
12	days early	660,000	231,000	231,000	198,000
11	days early	605,000	211,750	211,750	181,500
10	days early	550,000	192,500	192,500	165,000
9	days early	495,000	173,250	173,250	148,500
8	days early	440,000	154,000	154,000	132,000
7	days early	385,000	134,750	134,750	115,500
6	days early	330,000	115,500	115,500	99,000
5	days early	275,000	96,250	96,250	82,500
4	days early	220,000	77,000	77,000	66,000
3	days early	165,000	57,750	57,750	49,500
2	days early	110,000	38,500	38,500	33,000
1	day early	55,000	19,250	19,250	16,500
0	days early		0	0	0

Award of any incentive requires successful completion of final acceptance.

A NAVSEA designated representative shall certify that the above schedule has been met or notify the Contractor that delivery is late.

The date of accomplishment of the above will be determined by NAVSEA after receipt of Contractor provided evidence. The Government will notify the Contractor within ten (10) working days of receipt of Contractor provided evidence if: 1) the Government concurs with the submitted completion date; and 2) the Government concurs that the specified requirements have been met. The NAVSEA determination shall be final notwithstanding any other term or condition of the contract or determination made in other contexts by other Government Officials.

NOTE C – Priced in accordance with (IAW) quantities for spare and consumable parts identified by the Contractor in its Proposal.

NOTE D - Offerors are advised that no proposed amount is requested for this CLIN.

NOTE E – If applicable, based on Offerors’ system configuration.

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 recovered.

CLAUSES INCORPORATED BY FULL TEXT

PAYMENT FOR ENGINEERING SERVICES AND SUPPORT - ALTERNATE I (NAVSEA) (JUN 1992)

(a) Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. A copy of each invoice shall be furnished to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(b) Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the Contractor and claimed to be reimbursable and shall be in such form and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may audit the invoice(s) and statement(s) of costs, as appropriate.

(c) Each provisional payment for subsistence and transportation costs shall be subject to reduction to the extent any amount included in the related invoice and statement of costs is found not to be reimbursable under the support item(s) and shall also be subject to reduction for overpayment or to increase for underpayment on preceding invoices. Any disputes under this requirement shall be determined in accordance with the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

(d) Separate invoices shall be submitted for selected replacement repair parts subsequent to the establishment of prices therefor in accordance with SECTION C of this contract.

CLAUSES INCORPORATED BY FULL TEXT

REFUNDS (SPARES AND SUPPORT EQUIPMENT) (NAVSEA) (SEP 1990)

(a) In the event that the price of a spare part or item of support equipment delivered under this contract significantly exceeds its intrinsic value, the Contractor agrees to refund the difference. Refunds will only be made for the difference between the intrinsic value of the item at the time an agreement on price was reached and the contract

price. Refunds will not be made to recoup the amount of cost decreases that occur over time due to productivity gains (beyond economic purchase quantity considerations) or changes in market conditions.

(b) For purposes of this requirement, the intrinsic value of an item is defined as follows:

(1) If the item is one which is sold or is substantially similar or functionally equivalent to one that is sold in substantial quantities to the general public, intrinsic value is the established catalog or market price, plus the value of any unique requirements, including delivery terms, inspection, packaging, or labeling.

(2) If there is no comparable item sold in substantial quantities to the general public, intrinsic value is defined as the price an individual would expect to pay for the item based upon an economic purchase quantity as defined in FAR 52.207-4, plus the value of any unique requirements, including delivery terms, inspection, packaging or labeling.

(c) At any time up to two years after delivery of a spare part or item of support equipment, the Contracting Officer may notify the Contractor that based on all information available at the time of the notice, the price of the part or item apparently exceeds its intrinsic value.

(d) If notified in accordance with paragraph (c) above, the Contractor agrees to enter into good faith negotiations with the Government to determine if, and in what amount, the Government is entitled to a refund.

(e) If agreement pursuant to paragraph (d) above cannot be reached, and the Navy's return of the new or unused item to the Contractor is practical, the Navy, subject to the Contractor's agreement, may elect to return the item to the Contractor. Upon return of the item to its original point of Government acceptance, the Contractor shall refund in full the price paid. If no agreement pursuant to paragraph (d) above is reached, and return of the item by the Navy is impractical, the Contracting Officer may, with the approval of the Head of the Contracting Activity, issue a Contracting Officer's final decision on the matter, subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1).

(f) The Contractor will make refunds, as required under this requirement, in accordance with instructions from the Contracting Officer.

(g) The Contractor shall not be liable for a refund if the Contractor advised the Contracting Officer in a timely manner that the price it would propose for a spare part or item of support equipment exceeded its intrinsic value, and with such advice, specified the estimated proposed price, the estimated intrinsic value and known alternative sources or item, if any, that can meet the requirement.

(h) This requirement does not apply to any spare parts or items of support equipment whose price is determined through adequate price competition. This requirement also does not apply to any spare part or item of support equipment with a unit price in excess of \$100,000; or in excess of \$25,000 if the Contractor submitted, and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.

CLAUSES INCORPORATED BY FULL TEXT

TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

(a) 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.

(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
 MANUFACTURE, LOGISTIC, AND TRAINING SUPPORT OF THE SPIRAL 2.1 MOUNTED COUNTER
 RADIO-CONTROLLED IMPROVISED EXPLOSIVE DEVICE
 ELECTRONIC WARFARE (CREW) SYSTEMS

1.0 Scope

The Joint Counter Radio-Controlled Improvised Explosive Device (RCIED) Electronic Warfare (CREW) Program has identified the need for rapid procurement of a new CREW system. This Statement of Work (SOW) describes the contractor's tasks required to the manufacture, deliver, maintain, and support the Spiral 2.1 Mounted CREW systems. It is the scope of this task to utilize contractor's expertise and manpower to act as prime manufacturer for the Spiral 2.1 Mounted CREW systems and to obtain qualified training and logistic support for fielded systems. The M1114 (HMMWV) High Mobility Multipurpose Wheeled Vehicle will be the primary platform for the installation of the Spiral 2.1 Mounted CREW Systems.

Background

The CREW program provides all military services with an electronic warfare capability to counter the threat from Improvised Explosive Devices (IEDs). The CREW program is comprised of numerous systems, which fill a wide range of the electronic warfare requirements for U.S. military forces. The CREW systems protect the members of all services operating in, or primarily stationed in Iraq, Afghanistan and other locations world wide in support of U.S. operations in the Global War On Terrorism including, most notably, Operation Iraqi Freedom (OIF) and Operation Enduring Freedom (OEF).

2.0 Applicable Documents

MIL-PRF-29612	30 July 1999	Performance Specification, Training Data Products
AR 700-15	12 Jan 2004	Packaging Of Materiel
ASTM-D3951	10 Nov 1998	Standard Practice for Commercial Packaging

3.0 Requirements

The Government will procure up to 10,000 Spiral 2.1 mounted CREW systems required to process in coming signals (if applicable) modulate the required waveforms, and transmit the required signals to ensure jamming the appropriate threat signals. The contractor shall provide technical, engineering, logistic, and manufacturing support services and products to include personnel, material, services, and facilities to perform, accomplish, and complete the tasks described herein.

For the purposes of this effort, a "system" is defined as 'the system tested within the Government's Spiral 2.1 test program including any modifications incorporated during the test extension period under modification "P00003". The "system" shall include any hardware, software, an M1114 installation kit, shipping containers, and all the components necessary to operate and zeroize the system (including a remote control if required) in a war fighting environment, but excluding the programming equipment. If the P00003 system is not a production system, then the "system" as delivered under this SOW shall be the production version of the P00003 design and shall have the same functions and capabilities. Modifications of the P00003 system design shall be limited to repackaging for M1114 vehicle integration, environmental and/or operational requirements; these modifications shall not include changes to electrical or radio frequency (RF) components, parts, or interconnects.

"Zeroize" is defined as a basic system function to enable an operator to erase all classified data within 2 seconds, including the threat configuration data, on the system without the presence of the programming equipment. At a minimum, the system will contain: processing unit(s), cables, antenna(s), and shipping containers. Shipping

containers shall conform to the requirements of AR 700-15 and MIL-STD-2073 for Level A, Vessel Freight Containers or Level B, Truck and Air Freight Long Life Reusable containers. It is desired that the systems be supplied with USB computer ports to facilitate loading threat configurations files from USB memory devices. Systems shall be provided with any hardware or software that is needed in order to operate, maintain, and function the system properly. The contractor shall provide an M1114 installation kit and is responsible for integrating the system with the M1114, and must include in its system package and price any required modifications to the M1114. The contractor is responsible for surveying the market place to identify existing vehicle mounting and integration systems. Without modifying the system tested, the contractor should, to the maximum extent possible to minimize cost, consider using existing mounting systems, brackets, or kits. The Offeror's system design shall ensure that the final delivered system fully integrates with the existing M1114 vehicle power source.

The contractor shall provide programming equipment. The "programming equipment" is defined as the hardware, software and interface cables to generate threat configurations, load threat configurations, and to make system changes including calibration data, firmware, system settings, and other maintenance to support operation of the system. As applicable to the Contractor's design, the programming equipment shall include a laptop to program the system with necessary cables, software, and interfaces. The contractor shall specify what software is included on the laptop.

For planning purposes, the contractor shall assume an operational scenario that comprises system use in wartime conditions, operating 12 hours per day, and 365 days per year.

Initial Spares and Consumables List

The contractor shall provide the spares and consumables necessary to support deployed operation, training, and maintenance of the systems for one year. The contractor shall develop an initial spares and consumables list that includes part number, nomenclature, cost, manufacturer and quantity for each item. Delivery of ancillary components, special test equipment, and initial spares and consumables shall be concurrent with the delivery of the production units.

(CDRL A002 Initial Spares and Consumables List)

3.1 Management Reporting

The contractor shall prepare status reports throughout the duration of the contract in accordance with the Data Requirements CDRL. The management reports shall consist of the following:

- a. Summary
- b. Accomplishments (for the previous month)
- c. Problems Encountered
- d. Risk Mitigation
- e. Future Plans (for the next three months)
- f. Status updates from in-theater Field Service Representatives (FSRs)
- g. Technical Instruction Status

(CDRL A001 Management Reports)

3.2 Contractor Acceptance Test Plan/Procedures

The contractor shall develop a Government approved vendor Factory Acceptance Test (FAT) plan and procedures that shall demonstrate that the production systems are of high quality and free of defects, are operational upon delivery, and that system performance is as good or better than that demonstrated during the 2.1 test and evaluation contract. The Government does not intend to require FAT testing at a Government test range; the requirement is for the Contractor to conduct FAT at the contractor's facility maximizing the use of bench and subsystem testing. All testing should include documentation to allow Government review. The contractor is responsible for establishing a production schedule and conducting sufficient subsystem and component testing to ensure that the final production systems achieve the required quality and performance levels. At a minimum, the vendor FAT plan and procedures shall demonstrate the ability of the Spiral 2.1 CREW mounted system to comply

with the requirements for: Spectral Coverage (frequency coverage), Common Timing Protocol (proper implementation and stability), Compatibility (Spectral Purity), Safety (HERx), Physical Configuration (A-Kit compatibility), Instrumentation (Visual Indicators), Test and Diagnostic Equipment (BIT), Operational Security (zeroize), and Primary Power (power draw). The vendor FAT plan shall be presented to the Government for review and approval IAW CDRL A015. The contractor will conduct a 100% vendor factory acceptance testing at contractor facility of the first production lot to demonstrate production capability and system quality. After the first production lot (the first 100 systems), the contractor shall use ANSI/ASQ Z1.4 with an AQL of 1% for major defects, and 2.5% for minor defections, inspection level II, normal inspection. The contractor shall notify the COR ten (10) days prior to final acceptance of each production lot. The COR or his/her representative may witness the final acceptance testing. However, the contractor need not delay testing to allow COR attendance.

Environmental Stress Screening (ESS). The contractor shall identify and implement the appropriate ESS to ensure the final production effort yields a high quality highly reliable production system.

(CDRL A003 Vendor Test Plan/Test Procedures)

(CDRL A015 Vendor Factory Acceptance Test Report)

3.3 Spiral 2.1 Mounted CREW Government Testing and Final Acceptance

The Government will conduct testing and final acceptance. The Government Acceptance Test Plan (ATP) will include: load of the system with Government or joint Government-contractor developed configurations, operation of the system, measurement of DC power consumption, verification of all status indicators, execution of all built-in tests, collection and analysis of measurements to ensure proper output and spectral purity, verification of implementation and stability of timing protocol, and verification of system to be zeroized. The ATP will be conducted at Government facilities. The Government will also install the system in the M1114 to test the integrated system performance and acceptable vehicle integration.

3.4 Spiral 2.1 Mounted CREW Operation and Maintenance Source Data

Source Data

The contractor shall generate Operation & Maintenance (O&M) source data to support government development and promulgation of Tactics, Techniques, and Procedures (TT&P) and other supporting technical publications. The source data shall contain the necessary technical documentation for the operation, training and maintenance of the system. Source data must be provided in printed form as well as in electronic format. Electronic format will be MS Word or mutually agreeable XML standard. Scanned or PDF pages are not acceptable. The documentation shall include:

Description of assemblies, subassemblies, and component parts to the Lowest Replaceable Unit (LRU) level with the purpose and function of each clearly defined. The LRU List shall include as a minimum the following data elements and fields:

- System/end item operations and maintenance requirements
- End Item reference designator
- End item indenture code
- End item name
- End item part number
- Required mean time to repair (MTTR)
- Required mean time between failures (MTBF)
- Item configuration, reliability and maintainability data (LRUs)
- Reference designator
- Indenture code
- Part number

Item drawing number
 Item drawing number revision
 Item name
 Item function
 Repair cycle time (RCT)
 Supply support – Mandatory (LRUs)
 Reference number (part number)
 Manufacturer Contractor and government entity (CAGE) code
 Item name (part name)
 Quantity per assembly
 Quantity per end item
 Unit of Issue (U/I) Price
 Production Lead Time (PLT)
 Manufacturer Name
 Shelf Life
 Shelf Life Action

Detailed instructions on assembling, operating, and disassembling the system to the extent necessary to assemble the unit for operational use and to ready the system for transportation and/or shipping.

Safety information (including hazardous material information) and Material Safety Data Sheets (MSDS) as necessary.

Preventive maintenance procedures (including inspection requirements) describing periodic measures to ensure the system remains in good working condition.

Comprehensive detailed and unambiguous step-by-step troubleshooting and repair procedures appropriate for the organizational (field) level (if applicable).

List of all components that are deemed to be cost-effective to repair at the depot level.

Estimated replacement factors for major components (e.g., replace component “X” after 200 hours) and any supporting reliability and maintainability data that would aid in calculating and verifying system MTBF and MTTR values.

Detailed operation and maintenance training course curriculum and materials in hard copy. It is recommended that training products be developed using MIL-PRF-29612 as guidance.

Detailed Plan of Instructions for operators, FRS’s Maintainers and Training community.

(CDRL A004 Operations and Maintenance Support Data)

(CDRL A005 Training Products)

Technical Data Sheet

In addition to O&M source data, the vendor should create a simplified one page “Technical Data Sheet” which: summarizes (in text and graphical form) the fundamental technical data (unclassified data only), provides comprehensive information regarding cable/antenna/battery connections, any Built In Test, and provides complete diagnostic & troubleshooting information. This one page sheet is to be printed on DuPont Tyvek® using inks and a printing process to insure that the document is capable of withstanding repeated exposure to the weather and rough handling without degradation.

(CDRL A006 Technical Data Sheet)

Technical Data Package

The contractor shall develop and maintain a Technical Data Package (TDP) that details the complete product design and definition for the production Spiral 2.1 Mounted System. The TDP shall provide the data necessary, in quality and detail, such that an independent contractor could fabricate, inspect and test hardware and software identical to that produced under this contract.

- Bill Of Materials (BOM) – Indentured to the Lowest Replacement Unit (LRU)/Assembly/Sub-Assembly Level
- Drawing Package – to the Lowest Replacement Unit (LRU)/Assembly/Sub-Assembly Level
 - Developmental Design Drawings and Associated Lists
 - Commercial Drawings and Associated Lists
- Lowest Replaceable Unit (LRU) List
- Packaging, Handling, Storage and Transportation (PHS&T) Report

(CDRL A007 Technical Data Package)

Configuration Management

The contractor shall perform Configuration Management (CM) and Data Management (DM) on all engineering and management documents. The contractor's CM processes shall follow accepted industry standards, including implementation of CM Planning and Management, Configuration Identification, and Configuration Change Control. CM requirements shall be flowed down to subcontractors. For configuration control purposes, the configuration baseline will be considered frozen once the Technical Data Package for the Spiral 2.1 mounted CREW system is complete and delivered.

(CDRL A008 Configuration Management Plan)

(CDRL A009 Engineering Change Proposals, Waivers, and Deviations)

3.5 Post-Production and Training Support of Spiral 2.1 Mounted CREW Systems

The contractor shall provide two FSRs in-theater to support initial training and maintenance. These FSRs shall be capable of supporting the Spiral 2.1 System (i.e., performing system maintenance above the level normally accomplished by the operator) and assist in the support of any additional CREW systems currently in theater. The FSRs shall travel to theater on commercial air under this contract. The FSRs will be housed in Government Quarters in theater. The FSRs shall meet the following requirements:

- a) Possess and maintain a favorable SECRET Clearance. Favorable is defined as being able to use the clearance to have access to SECRET information in theater.
- b) Be a U.S. citizen.
- c) Have a minimum of four years operational experience in any Military CMF 33 MOS, or related Electronic Warfare Officer / Technician, or Civilian (Including DoD Civilians) Electronic Engineer or Repair/Technician series. Personnel who are familiar with Army, Navy and Marine tactical SIGINT/EW operations to include: electronic attack (EA), electronic protect (EP), electronic support (ES), and radio direction-finding functions are considered as having the requisite operational experience and are highly desirable.
- d) Prior to being supplied, the FSRs shall be subject matter experts on their Spiral 2.1 mounted CREW system.
- e) Be processed through a CONUS Replacement Center (CRC). FSRs shall adhere to all CRC policies/regulations. The specific dates and locations will be identified as soon as possible. The coordination of FSRs shall be via the Contracting Officer's Representative.
- f) Have demonstrated the ability to communicate clearly, both verbally and in writing, the functions of the system. Some experience in training is desirable.
- g) Obtain Government approval as an FSR before performance commences.
- h) Provide training for government Field Service Representatives (FSRs).

The Government will maintain the system during operations. To ensure proper maintenance, the contractor shall develop and conduct training courses. The contractor shall provide three "train the trainers" courses. The "train the trainers" course shall be a two day course providing detailed knowledge of the systems including operations, maintenance, and system theory. Additionally, as part of the FSR daily responsibilities, the FSR shall provide maintenance and operations training classes as required for other Government FSRs, military personnel, or support staff; which shall be limited to four to eight hours per class and provide only information necessary to operate and

maintain the system. Both types of courses may be provided either CONUS or OCONUS. The contractor shall provide any additional training material (including but not limited to hardware or software) required for the “train the trainers” course.

The FSRs will be deployed to the appropriate theater of operation or CONUS to support near-term operations, maintenance and repair (on all mounted CREW systems), and provide technical operational and support training (on the Spiral 2.1 mounted system) to transition operations to existing organic FSRs. The contractor shall train the FSRs on the Spiral 2.1 mounted system. Contractor training for the FSRs shall include but not be limited to the following: (a) system theory of operation, (b) mission planning, (c) troubleshooting, (d) corrective and preventive maintenance, and (e) logistics management. The training shall allow each FSR to provide the following support:

- a) General evaluation practices, system troubleshooting, test and evaluation, and electronic repair
- b) Test hardware at system and subsystem level
- c) Read and understand engineering drawings and engineering documentation of electronic modules in order to conduct maintenance, installation and repair efforts
- d) Train military personnel on the proper installation, operation, and maintenance of the system
- e) Recommend and execute course of action to repair or replace failed systems/components
- f) Provide field support (installation/operation/maintenance/repair) of hardware systems – this includes initial acceptance of systems into theater, system software loading, threat data programming, Unit training, system installation, system operation verification/validation and the completion of all required issue documentation.

The contractor shall deliver any unique equipment required to test, support, repair (including bench-top power supplies), and maintain the system as test and support equipment; this is including, but not limited to automated test equipment. The support and test equipment lots will be sent to theater to support theater maintenance.

(CDRL A013 Training Material)

Technical Manuals

Technical Manual: The contractor shall provide full technical documentation for the system. Documentation must be delivered, verified, validated, and accepted by the Government prior to system fielding. This documentation shall include Operation, Maintenance (both preventative and on-going), System Technical Description and shall be based on the Technical Manual Contractual Requirement (TMCR) for COTS and tailored upon MIL-DTL-24784/4. The contractor shall provide Technical Manual documentation in an updateable digital format so that information can be easily exportable to other types of technical documentation. Scanned or PDF documents are not acceptable. Source documentation should be in MS Word or mutually agreeable XML standard.

(CDRL A014 Technical Manuals)

Depot

The contractor shall establish, operate, and maintain a CONUS-based OEM depot repair facility to support delivered Spiral 2.1 Mounted CREW systems. Costs for this shall be included as part of the T&M rate associated with the applicable CLIN. To maintain an OEM Depot, the contractor shall establish a set of initial Depot Level Repair Parts (DLRPs) and maintain this set in accordance with the Government approved DLRP Assessment Report and Cost Estimate (see CDRL A011).

A depot level failure is defined as a failure that cannot be corrected in the field using the applicable consumable spares for the system. The depot support requirement for Spiral 2.1 Mounted CREW systems shall be to immediately replace the failed system with one of the spares in the theater-based rotational spares pool, then ship the failed system/assembly back to a CONUS United States Government (USG) Depot. The USG Depot facility will determine evidence of failure and ship to the OEM Depot facility for repair.

The OEM Depot facility will provide depot repair services, repair parts and troubleshooting assistance. Within 72 hours of receipt at the OEM Depot, the contractor shall provide a written estimate to the Government including the following minimum information: unit S/N, failed part description & P/N, hour meter reading (at the system level), time to repair and price to repair. Within 2 weeks of the Government's approval to proceed, the repair shall be complete. Once repaired and accepted by the on-site Government representative, the system/assembly shall be shipped back to the USG Depot, and placed back into the spares pool. The preferred method of shipment shall be commercial next day air.

(CDRL A010 Failure Analysis and Corrective Action Report)
(CDRL A011 Depot Repair Estimate)

Support Planning

The Contractor shall develop and maintain a support plan that documents how the contractor will provide spares support during the initial fielding and Post Production Support Phases. Spares support includes O-Level initial outfitting and replenishment, and D-Level initial outfitting and replenishment. The support process used to order and deliver spares shall support O-Level and D-Level outfitting schedules and maintain approved replenishment levels at these sites. The plan shall describe the Contractor's organization, operating policies, procedures and management review of support process including coordination and assistance required from the Government. The Contractor's plan shall provide the Contractor's approach to life cycle support of the Spiral 2.1 mounted system, depot support and the resolution of Diminishing Manufacturing Sources (DMS) issues. The plan shall also include a list of consumable spares and a list of Depot Level Repair Parts. Both lists shall include part number, nomenclature, cost, manufacturer and quantity. The lists shall identify long lead items and the prospective lead times. The plan shall also identify the contractor's approach for mitigating risk in the area of Diminishing manufacturing, for a period of 10 years.

(CDRL A012 Maintenance Support Plan)

Depot Level Repair Parts

If ordered by the Government, the contractor shall deliver depot level repair parts (DLRP). The Government will issue a request for quotes (RFQ) for the required parts. The DLRPs shall be produced and ready for issue to ensure maintaining wartime operational readiness of 90% availability of the Spiral 2.1 Mounted CREW production systems.

3.6 Engineering Support Services

The Contractor shall provide technical and engineering support services as labor and material as directed by Government issued Technical Instructions (TI). In accordance with Technical Instruction Letters the contractor may be required to provide the necessary personnel, equipment and facilities to execute optimization testing, troubleshooting of electronic/electrical hardware; repair, maintenance, configuration changes, and refurbishment of hardware and software; testing of individual system components; testing of electronic modules; procurement of materials; inventory control; generation of test, status, financial and logistics documentation, verification of system operational specifications; sustainment engineering, vehicle installation and integration, travel and field support. The contractor shall include in its monthly report, described in paragraph 3.1, the following Engineering Support Services information, as a minimum:

- Total cost expended by authorized TI
- Total hours expended by authorized TI
- Summary of any TI issues encountered
- Estimate of percent complete by authorized TI
- Summary of work accomplished by authorized TI.

4.0 Security

This contract will require access to classified material, up to the Secret level. Personnel handling classified material shall have the appropriate security clearances. Security clearance shall be in accordance with (IAW) Attachment 1, DD-254.

5.0 International Traffic in Arms Regulations (ITAR)

As applicable, the Contractor shall be solely responsible for obtaining any State Department approvals, licenses, Technical Assistance Agreements (TAA), etc., required by the ITAR.

6.0 Government Technical Points of Contact

Contracting Officer's Representative – Keith Merranko, NAVEODTECHDIV Code 80
 Technical Point of Contact – Keith Merranko, NAVEODTECHDIV Code 80

CLAUSES INCORPORATED BY REFERENCE

52.246-23

Limitation Of Liability

FEB 1997

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Item(s) 0018 - 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) 0002- ENGINEERING SERVICES (NAVSEA) (APR 2004)

(a) The Contractor shall furnish the services of qualified engineer(s) as detailed in the Statement of Work (SOW) for the spiral 2.1 Mounted CREW Systems attached herein.

(b) For purposes of this requirement, the following definitions apply:

(1) "Domestic services" means services rendered within the United States (U.S.) and/or on Navy vessels in ports within the U.S. or at sea, provided the vessel does not enter port outside the U.S.

(2) "Foreign services" means services other than domestic.

(3) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(4) "Man day" means the services of one engineer for one day of eight hours, Monday through Friday (excluding holidays).

(5) "Holidays" means all Federally recognized holidays.

(c) The engineering services shall be performed within the limits, if any, as to place(s) and period(s) specified therefor, as authorized by Keith Merranko, NAVEODTECHDIV Code 80.

(d) When authorized under paragraph(c) above, each engineer shall perform engineering services in accordance with supplemental instructions provided by the Contract Administration Office(CAO)cognizant of vessel

construction/conversion contract, a representative of the authorizing activity or a representative of the activity where the engineering services are performed, as applicable. However, each engineer shall not be considered an employee of the Government.

(e) Travel time necessary for performance of such services shall be included in computing the man days of service. When services are performed at sea and the engineer(s) is unable to leave the vessel when work is completed, the remaining time aboard the vessel shall be considered travel time for purposes of computing the man days of services. However, the Contractor shall be paid for no more than one man day of service per calendar day for each engineer while in travel status.

(f) Passports, visas, inoculations and other medical requirements necessary for performance of engineering services shall be at the sole responsibility and expense of the Contractor.

(g) Each time services are performed, the engineer(s) shall obtain a certification of performance from a responsible U.S. Government official aboard the vessel or at the activity where the services were performed, citing tasks satisfactorily performed and hours worked each day.

(h) The maximum liability of the Government for each engineering services item shall not exceed the amount set forth in the Schedule, or the amount obligated whichever is less. If, at any time, the Contractor has reason to believe that the amounts it expects to incur in the performance of each engineering services item in the next succeeding sixty(60)days, when added to all amounts 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 man days and/or amount for the full performance of each engineering services item will be greater than or substantially less than that set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of the man days and/or amount for the performance of said item. The Contractor shall not exceed the obligated amount for each engineering services item, unless and until such amount has been increased in writing by the Contracting Officer.

(i) In the event the Government does not designate time(s) and place(s) sufficient for performance of the total quantity of engineering services set forth in the Schedule within the period(s) provided therefor, those services not furnished shall be deemed to be terminated for the convenience of the Government at no cost to the Government. Such termination shall be evidenced by a written document signed by the Contracting Officer and mailed or otherwise furnished to the contractor.

ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

ASSIGNMENT OF SERIAL NUMBER(S) (NAVSEA) (SEP 1990)

The Contractor shall request serial number assignment, in writing, from the Cognizant Technical Program Office, with a copy to the cognizant Contract Administration Office. The request for serial number assignment shall contain the following minimum information:

- (a) Contract number;

- (b) Assigned line item number and description;
- (c) Assigned type designation;
- (d) Assigned model number;
- (e) Top drawing number and ID (List of Drawings) number;
- (f) Exact quantity for which serial numbers are being requested, including preproduction samples required by the contract; and
- (g) National Stock Number

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.

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.

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

Section D - Packaging and Marking

Systems shall conform to the requirements of AR 700-15 and MIL-STD-2073 Level B, Truck and Air Freight Long Life Reusable Containers. Systems shall be packaged to protect the system against damage during shipping and handling.

The shipping container shall include clear marking identifying the delivery address, container contents, and any unique handling requirements. Should the container contain hazardous material, the container shall identify class of hazardous material and any unique requirements. Marking shall be in accordance with the current versions of MIL-STD-129 and MIL-STD-130.

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252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/dpap/UID/uid--types.html>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line	Item description:
item No.	

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----
--.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology `` EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology `` EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD" format for use until the solution is approved by ISO/IEC JTC1 SC 31. The ``DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall--

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(a) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

(10) Government's unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number.**

(7) Lot or batch number.**

(8) Current part number (if not the same as the original part number).**

(9) Current part number effective date.**

(10) Serial number.**

(11) Unit of measure.

(12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

All unclassified data 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 28 February 2006.

IDENTIFICATION MARKING OF PARTS - ALTERNATE I (NAVSEA) (DEC 2005)

(a) Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

(1) Parts not manufactured to Government specifications shall be marked in accordance with generally accepted commercial practice.

(2) Parts manufactured to Government specifications shall be marked as follows:

(i) Electrical Parts - that is, all parts in electrical equipments and electrical parts when used in equipments which are not electrical in nature (e.g., electric controls and motors in a hydraulic system) - shall be identified and marked in accordance with MIL-STD-1285D dated 7 September 2004, or, where MIL-STD-1285D does not cover such a part, in accordance with MIL-STD-130M dated 2 December 2005. Requirements of MIL-STD-1686C dated 25 October 1995 for Electrostatic Discharge Control shall be addressed.

(ii) Electronic Parts - that is, all parts in electronic equipments and electronic parts when used in equipments which are not electronic in nature (e.g., electronic fuel controls in some engines) - shall be identified and marked in accordance with Requirement 67 of MIL-HDBK-454A dated 3 November 2000. Requirements of MIL-STD-1686C for Electrostatic Discharge Control shall be addressed.

(iii) Parts other than electrical or electronic parts (as described above) shall be identified and marked in accordance with MIL-STD-130L.

(b) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

MARKING AND PACKING LIST(S) - ALTERNATE I (NAVSEA) (DEC 2005)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129P with change 3 dated 29 October 2004.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

Section E - Inspection and Acceptance

The Government will conduct testing, and final acceptance. The Government Acceptance Test Plan (ATP) will include: load of the system with Government or joint Government-contractor developed configurations, operation of the system, measurement of DC power consumption, verification of all status indicators, execution of all built-in tests, collection and analysis of measurements to ensure proper output and spectral purity, verification of implementation and stability of timing protocol, and verification of system to be zeroized. The ATP will be conducted at Government facilities. The Government will also install the system in the M1114 to test the integrated system performance and acceptable vehicle integration.

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	ORIGIN	Government	DESTINATION	Government
0002	ORIGIN	Government	DESTINATION	Government
0003	ORIGIN	Government	DESTINATION	Government
0004	ORIGIN	Government	DESTINATION	Government
0005	ORIGIN	Government	DESTINATION	Government
0006	ORIGIN	Government	DESTINATION	Government
0007	ORIGIN	Government	DESTINATION	Government
0008	ORIGIN	Government	DESTINATION	Government
0009	ORIGIN	Government	DESTINATION	Government
0010	N/A	Government	N/A	Government
0011	DESTINATION	Government	ORIGIN	Government
0012	ORIGIN	Government	DESTINATION	Government
0013	ORIGIN	Government	DESTINATION	Government
0014	DESTINATION	Government	DESTINATION	Government
0015	ORIGIN	Government	DESTINATION	Government
0016	ORIGIN	Government	DESTINATION	Government
0017	ORIGIN	Government	DESTINATION	Government
0018	AS PER CDRL	Government	AS PER CDRL	Government

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52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-6 Alt I	Inspection--Time And Material And Labor Hour (May 2001) - Alternate I	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

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INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (SEP 1990)

Item 0018 - Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

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Item(s) 0011 - Acceptance shall be made by the cognizant ACO upon receipt of a copy of the authorization for services and the original certification of performance.

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Item(s) 0001-0009, 0012-0013, 0015-0017 – Inspection shall be made at origin by a representative of the cognizant Contract Administration Office, acceptance shall be made at destination by a representative of the Government.

Section F - Deliveries or Performance

The contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B as follows:

The Required Delivery Dates will be those submitted by the Contractor in its offer in response to the Solicitation leading to this Contract. In NO event shall those dates be later than those detailed below.

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	Production Systems			
0001AA	5 months after contract award	3	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0001AB	Up to 7 months after contract award with: 97 – 5 MACA First 500 – 6 MACA Second 500 – 7 MACA	1,097	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0001AC	4 months after Option Exercise	1,000	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0001AD	5 months after Option Exercise	2,000	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0001AE	4 months after Option Exercise	500	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0001AF	4 months after Option Exercise	400	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0002	Production Systems			
0002AA	4 months after Option Exercise	500	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0002AB	4 months after Option Exercise	500	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0002AC	4 months after Option Exercise	500	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0002AD	4 months after Option Exercise	500	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0002AE	4 months after Option Exercise	500	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0002AF	4 months after Option Exercise	500	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14

0002AG	4 months after Option Exercise	500	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0002AH	4 months after Option Exercise	500	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0002AJ	4 months after Option Exercise	500	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0002AK	4 months after Option Exercise	500	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0003	Laptops			
0003AA	5 months after contract award	3	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0003AB	Up to 7 months after contract award with: 4 – 5 MACA First 14 – 6 MACA Second 14 – 7 MACA	32	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0003AC	4 months after Option Exercise	29	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0003AD	5 months after Option Exercise	58	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0003AE	4 months after Option Exercise	15	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0003AF	4 months after Option Exercise	11	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0004	Laptops			
0004AA	4 months after Option Exercise	15	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0004AB	4 months after Option Exercise	15	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0004AC	4 months after Option Exercise	15	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0004AD	4 months after Option Exercise	15	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0004AE	4 months after Option Exercise	15	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0004AF	4 months after Option Exercise	14	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14

0004AG	4 months after Option Exercise	14	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0004AH	4 months after Option Exercise	14	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0004AJ	4 months after Option Exercise	14	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0004AK	4 months after Option Exercise	14	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0005	Interface Equipment			
0005AA	5 months after contract award	3	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0005AB	Up to 7 months after contract award with: 49 – 5 MACA First 250 – 6 MACA Second 250 – 7 MACA	549	Tobyhanna Army Depot Tobyhanna, PA 18466	
0005AC	4 months after Option Exercise	500	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0005AD	5 months after Option Exercise	1,000	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0005AE	4 months after Option Exercise	250	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0005AF	4 months after Option Exercise	200	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0006	Interface Equipment			
0006AA	4 months after Option Exercise	250	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0006AB	4 months after Option Exercise	250	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0006AC	4 months after Option Exercise	250	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0006AD	4 months after Option Exercise	250	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0006AE	4 months after Option Exercise	250	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14

0006AF	4 months after Option Exercise	250	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0006AG	4 months after Option Exercise	250	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0006AH	4 months after Option Exercise	250	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0006AJ	4 months after Option Exercise	250	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0006AK	4 months after Option Exercise	250	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0007	Performance Incentive Up to 6 months after contract award including applicable equipment associated with CLINs 0003 and 0005 with: 97 – 4 MACA First 500 – 5 MACA Second 500 – 6 MACA		N/A	
0008	Test and Unique Support Equipment 5 months after Contract Award	225	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0009	Material – As Required	TBD	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0010	Travel – N/A	N/A	N/A	
0010AA	N/A	N/A	N/A	
0010AB	N/A	N/A	N/A	
0011	Eng Services – N/A	N/A	N/A	
0012	Spares/Consumables			
0012AA	5 months after contract award	1 lot	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0012AB	8 months after contract award	1 lot	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0012AC	4 months after exercise of option	1 lot	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14

0012AD	4 months after exercise of option	1 lot	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0012AE	4 months after exercise of option	1 lot	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0012AF	4 months after exercise of option	1 lot	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0013	Spares/Consumables			
0013AA	4 months after exercise of option	1 lot	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0013AB	4 months after exercise of option	1 lot	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0013AC	4 months after exercise of option	1 lot	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0013AD	4 months after exercise of option	1 lot	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0013AE	4 months after exercise of option	1 lot	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0013AF	4 months after exercise of option	1 lot	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0013AG	4 months after exercise of option	1 lot	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0013AH	4 months after exercise of option	1 lot	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0013AJ	4 months after exercise of option	1 lot	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0013AK	4 months after exercise of option	1 lot	Tobyhanna Army Depot Tobyhanna, PA 18466	W25G14
0014	FSRs – N/A	N/A	N/A	
0015	Depot Level Repair Svcs – N/A	N/A	N/A	
0016	Depot Level Repair Services Option – N/A	N/A	N/A	
0017	Depot Level Repair Parts – As Required	TBD	Contractor’s Depot	
0018	Data – As per CDRL	N/A	IAW with CDRL	

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52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999
52.247-52	Clearance and Documents Requirements-Shipments to DOD Air or Water Terminal Transshipment Points	FEB 2006
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
52.247-58	Loading, Blocking, And Bracing Of Freight Car Shipment	APR 1984

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52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

Item(s) 0011- Engineering services shall be performed within 26 weeks after unconditional acceptance of the last unit of Item(s) 0001, 0003, and 0005. The Contractor shall notify the Contracting Officer in writing via the Contract Administration Office (CAO) of the actual date of unconditional acceptance of the last unit of the foregoing item(s), with a copy to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

<u>ITEM(S)</u>	<u>FROM</u>	<u>TO</u>
0011	Date of Contract Award	26 Weeks After Unconditional Acceptance of the last unit of Items 0001, 0003 and 0005
0015	Date of Contract Award	52 Weeks After Contract Award
0016 – OPTION	Date of Option Exercise	52 Weeks After Option Exercise

All supplies as noted in SECTION E shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34) in accordance with the Shipping Instruction Data, NAVSEA 4336/1, attached hereto.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price.

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 21 7 20 1 212000.00000 2512 JDJT00 MIPR7C050J70 23 J7YN 81 S12193
AMOUNT: [REDACTED]
CIN 000000 0000000000 [REDACTED]

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions OCT 2005

CLAUSES INCORPORATED BY FULL TEXT

HQ G-2-0002 CONTRACT ADMINISTRATION DATA LANGUAGE

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.

CONTRACTING OFFICER'S REPRESENTATIVE:

COMMANDER
ATTN: Keith Merranko
NAVAL EOD TECHNOLOGY DIVISION Code 80
2008 STUMP NECK ROAD, BLDG. 2195
INDIAN HEAD, MD 20640
Telephone No. 301-744-5156
Fax No. 301-744-6947
Email Address: keith.merranko@navy.mil

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

PURCHASING OFFICE REPRESENTATIVE:

COMMANDER
ATTN: Richelle Deitenbeck
NAVAL SEA SYSTEMS COMMAND 02614D
1333 ISAAC HULL AVENUE SE STOP 2050
WASHINGTON NAVY YARD DC 20376-2040
Telephone No. 202-781-1213
Fax No. 202-781-4654
Email Address: richelle.deitenbeck@navy.mil

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALTERNATE 1) (NAVSEA)
(OCT 2006)

(a) For contracts that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. If multiple paragraphs are checked, checked item applies to the contract line items, subline items or contract type identified.

(b) The following payment instructions apply to this contract:

(1) *Contract-wide: proration.* The payment office will make payment from each ACRN within the contract in the same proportion as the amount of funding currently unliquidated for each ACRN.

(2) *Contract-wide: sequential ACRN order.* The payment office will make payment in sequential ACRN order within the contract, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

(3) *Contract-wide: contracting officer specified ACRN order.* The payment office will make payment in sequential ACRN order within the contract, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified by the contracting officer.

(4) *Contract-wide: by fiscal year.* 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.

(5) *Contract-wide: by cancellation date.* The payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(6) *Line item specific: sequential ACRN order.* If there is more than one ACRN within a contract line item, the payment office will make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(7) *Line item specific: contracting officer specified ACRN order.* If there is more than one ACRN within a contract line item, the payment office will make payment within the line item in the sequence ACRN order specified by the contracting officer, exhausting all funds in the previous ACRN before paying from the next ACRN.

(8) *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.

(9) *Line item specific: by cancellation date.* If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(10) *Line item specific: proration.* If there is more than one ACRN within a contract line item, the payment office will make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

(11) *Other.* If none of the standard payment instructions identified above is appropriate, the contracting officer may insert other payment instructions, provided the other payment instructions--

(i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and

(ii) Are agreed to by the payment office and the contract administration office.

INVOICE INSTRUCTIONS (NAVSEA) (OCT 2006)

(a) In accordance with the clause of this contract entitled “ELECTRONIC SUBMISSION OF PAYMENT REQUESTS” (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are “Getting Started for Vendors” and “WAWF Vendor Guide”.

(c) The designated CCR EB point of contact is responsible for activating the company’s CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company’s CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company’s CAGE code at <https://wawf.eb.mil>.

(d) The following information regarding invoice routing is provided for completion of the invoice in WAWF:

WAWF Invoice Type	2-n-1
Issuing Office DODAAC	N00024
Admin DODAAC	S0512A
Inspector DODAAC (if applicable)	S0512A
Acceptor DODAAC	W25G14

LPO DODAAC (if applicable)	N/A
Pay DODAAC:	HQ0339
DCAA Auditor DODAAC (if applicable)	HAA619

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
Maryann.Keyser@navy.mil
Richelle.Deitenbeck@navy.mil
Keith.Merranko@navy.mil

(f) The contractor shall submit invoices for payment per contract terms and the government shall process invoices for payment per contract terms.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

52.216-7 Allowable Cost And Payment DEC 2002

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 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)

(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 \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

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

GIDEP
P.O. Box 8000
Corona, CA 92878-8000

Phone: (951) 898-3207
FAX: (951) 898-3250
Internet: <http://www.gidep.org>

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.

NAVSEA 5252.249-9100 SPECIAL CONTRACT REQUIREMENT CONCERNING TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SEP 1990)

If this contract is terminated pursuant to the clause entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)" (FAR 52.249 2), the Contractor shall arrange for the return to its plant(s) or for other disposition of its engineers assigned to this contract and affected by such termination. To the extent terminated, the Government shall be liable only for payment in accordance with the payment and compensation requirements of this contract, for services of engineers assigned to this contract which are rendered prior to the effective date of termination and during the next thirty (30) days, or until the engineers' periods of service under this contract are terminated, whichever is earlier.

Section I - Contract Clauses

Section I-2 begins at 252.203-7001

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	SEP 2005
52.204-2	Security Requirements	AUG 1996
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
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-11	Cost Contract--No Fee	APR 1984
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JUL 2005
52.219-9 Alt II	Small Business Subcontracting Plan (Jul 2005) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2006
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002

52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	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
52.222-50	Combating Trafficking in Persons	APR 2006
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-4	Consistency In Cost Accounting Practices	AUG 1992
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-1	Payments	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
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
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.243-6	Change Order Accounting	APR 1984

52.244-5	Competition In Subcontracting	DEC 1996
52.245-9	Use And Charges	AUG 2005
52.245-18	Special Test Equipment	FEB 1993
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	FEB 2000
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7000	Acquisition Streamlining	DEC 1991
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.222-7006	Combating Trafficking in Persons	OCT 2006
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States and Canada--Submission after Award	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JUN 2006
252.225-7021	Trade Agreements	JUN 2006
252.225-7041	Correspondence in English	JUN 1997
252.227-7012	Patent License And Release Contract	SEP 1999
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
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	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
252.228-7003	Capture and Detention	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7006	Alt A Payments Under Time and Materials and Labor-Hour Contracts (52.232-7) Alternate A	DEC 2003
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	SEP 2005
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.242-7003	Application For U.S. Government Shipping Documentation/Instructions	DEC 1991
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.246-7001	Warranty Of Data	DEC 1991
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 1996

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52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)

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

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)--ALTERNATE II (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-priced 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.

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

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.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989) (NAVSEA VARIATION I) (SEP 1990)

The Government may require the delivery of the numbered line item(s)/subline item(s), identified in the Schedule as an option item(s), in the quantity and at the price(s) stated in the Schedule. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option, in whole or in part up to the total quantity specified in the option item, whether or not it has exercised other options. 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:

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
0001AC - 0001AF	9/30/07
0002AA - 0002AK	9/30/08
0003AC - 0003AF	9/30/07
0004AA - 0004AK	9/30/08
0005AC - 0005AF	9/30/07
0006AA - 0006AK	9/30/08
0012AC - 0012AF	9/30/07
0013AA - 0013AK	9/30/08
0016	9/30/08

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 zero 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)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

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

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

(End of clause)

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III
(DEC 1994)

(a) Definitions.

"Title III industrial resource" means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093)..

"Title III project contractor" means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

(End of clause)

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, within 30 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 (b) above, 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 (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within 30 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 (1), (2), or (3) above, 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 (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998)

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

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds--

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

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

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

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

- (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the type of subcontract to be used.
 - (iii) Identification of the proposed subcontractor.
 - (iv) The proposed subcontract price.
 - (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
 - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting--
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
- (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

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

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (SEP 2006)

(a) Definitions.

"Commercial item", has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under 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 insert regulation name (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2006)

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

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Other military operations means a range of military force responses that can be projected to accomplish assigned tasks. Such operations may include one or a combination of the following: Civic action, humanitarian assistance, civil affairs, and other military activities to develop positive relationships with other countries; confidence building and other measures to reduce military tensions; military presence; activities to convey messages to adversaries; military deceptions and psychological operations; quarantines, blockades, and harassment operations; raids; intervention operations; armed conflict involving air, land, maritime, and strategic warfare operations; support for law enforcement authorities to counter international criminal activities (terrorism, narcotics trafficking, slavery, and piracy); support for law enforcement authorities to suppress domestic rebellion; and support for insurgency, counterinsurgency, and civil war in foreign countries.

Theater of operations means an area defined by the combatant commander for the conduct or support of specified operations.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations;
- (iii) Other military operations; or
- (iv) Military exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are not authorized to use deadly force against enemy armed forces other than in self-defense.

(ii) Private security Contractor personnel are authorized to use deadly force only when necessary to execute their security mission to protect assets/persons, consistent with the mission statement contained in their contract.

(iii) Civilians who accompany the U.S. Armed Forces lose their law of war protection from direct attack if and for such time as they take a direct part in hostilities.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. (1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the theater of operations may be provided resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the theater of operations. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(e) Pre-deployment requirements. (1) The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

- (i) All required security and background checks are complete and acceptable.
- (ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.
- (iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.
- (v) All personnel have received personal security training. At a minimum, the training shall--
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract.
- (2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--
 - (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);
 - (ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;
 - (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and
 - (iv) When there is a formal declaration of war by Congress, Contractor personnel authorized to accompany U.S. Armed Forces may be subject to prosecution under the Uniform Code of Military Justice.
- (f) Processing and departure points. Deployed Contractor personnel shall--
 - (1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;
 - (2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. Armed Forces as specified in paragraph (b)(1) of this clause. The list shall include each individual's general location in the theater of operations. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate automated system(s) to use for this effort.

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel. (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons. (1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph

6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The (Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer) may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended mmunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation. (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations;
- (3) Other military operations; or
- (4) Military exercises designated by the Combatant Commander.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) 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.

(c) 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.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from [Contracting Officer to insert applicable information cited in PGI 225.7403-1].

(End of clause)

252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)

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

(1) "Securing" means the application of Government-approved telecommunications security equipment, devices, techniques, or services to contractor telecommunications systems.

(2) "Sensitive information" means any information the loss, misuse, or modification of which, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or Act of Congress to be kept secret in the interest of national defense or foreign policy.

(3) "Telecommunications systems" means voice, record, and data communications, including management information systems and local data networks that connect to external transmission media, when employed by Government agencies, contractors, and subcontractors to transmit--

- (i) Classified or sensitive information;
- (ii) Matters involving intelligence activities, cryptologic activities related to national security, the command and control of military forces, or equipment that is an integral part of a weapon or weapons system; or
- (iii) Matters critical to the direct fulfillment of military or intelligence missions.

(b) This solicitation/contract identifies classified or sensitive information that requires securing during telecommunications and requires the Contractor to secure telecommunications systems. The Contractor agrees to secure information and systems at the following location:

(c) To provide the security, the Contractor shall use Government- approved telecommunications equipment, devices, techniques, or services. A list of the approved equipment, etc. may be obtained from _____. Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with _____.

(d) Except as may be provided elsewhere in this contract, the Contractor shall furnish all telecommunications security equipment, devices, techniques, or services necessary to perform this contract. The Contractor must meet ownership eligibility conditions for communications security equipment designated as controlled cryptographic items.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require securing telecommunications.

(End of clause)

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

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

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

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

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

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

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

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

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

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

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

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

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

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

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

(2) Required shipping date;

- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

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

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
<hr/>		
<hr/>		
TOTAL <hr/>		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

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.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

Contract Data Requirements Lists (CDRLs), 15 pages dated 31 March 2007

LIST OF DOCUMENTS AND ATTACHMENTS

- (1) Contract Security Classification Specification (DD-254), 43 pages dated 28 March 2007;
- (2) Shipping Instructions, dated 31 March 2007, 6 pages;
- (3) Delivery Schedule, dated 31 March 2007, 1 page;
- (4) Initial/Consumable Spares, dated 31 March 2007, 21 pages;
- (5) Depot Spares, dated 31 March 2007, 36 pages;
- (6) Technical Data Rights "7017 list", dated 31 March 2007, 1 page;
- (7) Factory Acceptance Test Plan, dated 31 March 2007, 1 page;
- (8) Small Business Subcontracting Plan, dated 08 March 2007, 12 pages;
- (9) Financial Accounting Data Sheet (FADS), 1 page;
- (10) Contract Distribution List, dated 31 March 2007, 1 page.