

**CONTRACT AWARD**

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1. CONTRACT NUMBER N00024-06-C-6309		2. EFFECTIVE DATE 7 Dec 07		3. SOLICITATION NUMBER N00024-07-R-6304		4. REQUISITION/PROJECT NUMBER N00024-07-NR-99543	
5. ISSUED BY NAVAL SEA SYSTEMS COMMAND BLDG. 197/5W2114/SEA 02636D 1333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD, DC 20376				6. ADMINISTERED BY (If other than Item 5) DCMA WEST ONE SPACE PARK, BLDG E1 ROOM 1081 REDONDO BEACH, CA 90278-1078			
7. NAME AND ADDRESS OF CONTRACTOR NORTHROP GRUMMAN SPACE & MISSION SYSTEMS NETWORK COMMUNICATIONS DIVISION ONE RANCHO CARMEL DRIVE SAN DIEGO, CA 92128-3403		8. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS, OH 43218-2264		9A. DUNS NUMBER 121713036			
9B. TAXPAYER'S IDENTIFICATION NO.		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 type="checkbox"/> OTHER (Specify) SEE SEC G					

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**12. BRIEF DESCRIPTION**

**13. TOTAL AMOUNT OF CONTRACT** \$22,142,392.00

**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.

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)

C. NAME OF SIGNER

Robert J. Scott

B. NAME OF CONTRACTING OFFICER

MARYANN KEYSER

D. TITLE OF SIGNER

Director of Contracts & Subcontracts, NCD

C. DATE

DEC 19 2007

E. DATE

12-19-07

AUTHORIZED FOR LOCAL REPRODUCTION

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.1 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0001						
	All Material & Services for Dismounted CREW System CPAF Period of Performance (POP) is 18 months. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.1 TOTAL AMOUNT</b>			<b>3.1/3.2 C TOTAL AMOUNT</b>			
NET AMT				NET AMT		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.1 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0001AA						
	All Material & Services to support Technology Development Phase CPAF Required to manufacture, engineer, build and develop a Dismounted CREW System. In Accordance With (IAW) Sections 3.1, 3.2, 3.5, 3.6, and 3.8 through 3.15 of the Statement of Work (SOW). Government Requirement is seven (7) Advanced Development Models. Period of Performance (POP) is up to Build Cycle 3. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.1 TOTAL AMOUNT</b>			<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>			
ESTIMATED COST				ESTIMATED COST		
BASE FEE				BASE FEE		
SUBTOTAL EST COST + BASE				SUBTOTAL EST COST + BASE		
MAX AWARD FEE				MAX AWARD FEE		
TOTAL EST COST + FEE				TOTAL EST COST + FEE		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.1 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0001AB						
OPTION	All Material & Services to support the System Design and Development Phase CPAF Required to manufacture, engineer, build, develop and test a Dismounted CREW System. In Accordance With (IAW) Sections 3.1, 3.2, 3.5, 3.6, and 3.11 through 3.15 of the Statement of Work (SOW). Government Requirement is seven (7) Engineering Development Models. Period of Performance (POP) is Build Cycle 3 through the end of the contract POP. See NOTE B. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.1 TOTAL AMOUNT</b>				<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>		
ESTIMATE COST				ESTIMATED COST		
BASE FEE				BASE FEE		
SUBTOTAL EST COST + BASE				SUBTOTAL EST COST + BASE		
MAX AWARD FEE				MAX AWARD FEE		
TOTAL EST COST + FEE				TOTAL EST COST + FEE		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.1 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0002		7,500	Hours			
	Engineering Support for Dismounted CREW System CPAF IAW Section 7.0 of the SOW. Government Requirement is 7,500 hours. Period of Performance (POP) is 18 months. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.1 TOTAL AMOUNT</b>				<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>		
ESTIMATE COST				ESTIMATE COST		
BASE FEE				BASE FEE		
SUBTOTAL EST COST + BASE				SUBTOTAL EST COST + BASE		
MAX AWARD FEE				MAX AWARD FEE		
TOTAL EST COST + FEE				TOTAL EST COST + FEE		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.1 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0003						
OPTION	Material for Repair & Maintenance for Dismounted CREW System COST IAW Section 3.3, 3.4 and 3.18 of the SOW. Period of Performance (POP) is 18 months. See NOTES A & B. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.1 TOTAL AMOUNT</b>				<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>		
ESTIMATED COST				ESTIMATED COST		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.1 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0004			Labor Hours			
OPTION	Maintenance & Repair Services for Dismounted CREW System COST ONLY IAW Section 3.3, 3.4 and 3.18 of the SOW. Period of Performance (POP) is 18 months. See NOTES A & B. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.1 TOTAL AMOUNT</b>				<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>		
ESTIMATED COST				ESTIMATED COST		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.1 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0005			Lot			
	For Data relevant to Dismounted CREW System IAW Section J - "Attachment/Exhibits" (Exhibit A – CDRLs A001- A017, A035, A037, A038 and A040). Not Separately Priced (NSP). See NOTE A. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.1 TOTAL AMOUNT</b>				<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>		
NET AMT				NET AMT		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.1 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0006						
	Training Sessions for Dismounted CREW System FFP FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.1 TOTAL AMOUNT</b>				<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>		
NET AMT				NET AMT		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.1 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0006AA		8	Each			
	Training Sessions to support Technology Development Phase FFP IAW Section 3.7 of the SOW. Government Requirement is eight (8) Training Sessions of the Technology Development Phase. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.1 TOTAL AMOUNT</b>				<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>		
NET AMT				NET AMT		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.1 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0006AB		5	Each			
OPTION	Training Sessions to support System Design and Development Phase FFP IAW Section 3.7 of the SOW. Government Requirement is five (5) Training Sessions of the System Design and Development Phase. See NOTE B. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.1 TOTAL AMOUNT</b>			<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>			
NET AMT				NET AMT		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.1 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0007						
	Travel for Dismounted CREW System. COST See NOTE A. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.1 TOTAL AMOUNT</b>			<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>			
ESTIMATED COST				ESTIMATED COST		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.1 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0007AA						
	Travel for Testing and Engineering Support Services COST IAW Section 3.3, 3.4, 3.5, 3.19 and 7.0 of the SOW. See NOTE A. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.1 TOTAL AMOUNT</b>				<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>		
ESTIMATED COST				ESTIMATED COST		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.1 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0007AB						
	Travel for Training COST IAW Sections 3.7 and 3.19 of the SOW. See NOTE A. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.1 TOTAL AMOUNT</b>				<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>		
ESTIMATED COST				ESTIMATED COST		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.2 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0008						
	All Material & Services for Mounted CREW System CPAF Period of Performance (POP) is 24 months. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.2 TOTAL AMOUNT</b>				<b>3.1/3.2 COMBINED TOTAL AMO</b>		
NET AMT				NET AMT		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.2 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0008AA						
		<p>All Material &amp; Services to support Technology Development Phase                      CPAF                      Required to manufacture, engineer, build and develop a Mounted CREW System. In Accordance With (IAW) Sections 10.1, 10.2, 10.5, 10.6, 10.8, 10.9, 10.10, 10.12, 10.15, 10.16, and 10.17 of the Statement of Work (SOW). Government Requirement is seven (7) Advanced Development Models.                      Period of Performance (POP) is up to Build Cycle 2.                      FOB: Destination                      PURCHASE REQUEST NUMBER: N0002408NR99543</p>				
<b>3.2 TOTAL AMOUNT</b>				<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>		
ESTIMATE COST BASE FEE SUBTOTAL EST COST + BASE MAX AWARD FEE TOTAL EST COST + FEE				ESTIMATE COST BASE FEE SUBTOTAL EST COST + BASE MAX AWARD FEE TOTAL EST COST + FEE		



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.2 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0008AB						
OPTION	<p>All Material &amp; Services to support the System Design and Development Phase CPAF Required to manufacture, engineer, build, develop and test a Mounted CREW System. In Accordance With (IAW) Sections 10.1, 10.2, 10.5, 10.6, 10.11, 10.12, 10.15, 10.16 and 10.17 of the Statement of Work (SOW). Government Requirement is seven (7) Engineering Development Models. Period of Performance (POP) is Build Cycle 2 through the end of the contract POP. See NOTE B. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543</p>					
<b>3.2 TOTAL AMOUNT</b>				<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>		
ESTIMATE COST				ESTIMATE COST		
BASE FEE				BASE FEE		
SUBTOTAL EST COST + BASE				SUBTOTAL EST COST + BASE		
MAX AWARD FEE				MAX AWARD FEE		
TOTAL EST COST + FEE				TOTAL EST COST + FEE		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.2 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0009		10,000	Hours			
	Engineering Support for Mounted CREW System CPAF IAW Section 14.0 of the SOW. Government Requirement is 10,000 hours. Period of Performance (POP) is 24 months. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.2 TOTAL AMOUNT</b>				<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>		
ESTIMATE COST				ESTIMATE COST		
BASE FEE				BASE FEE		
SUBTOTAL EST COST + BASE				SUBTOTAL EST COST + BASE		
MAX AWARD FEE				MAX AWARD FEE		
TOTAL EST COST + FEE				TOTAL EST COST + FEE		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.2 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0010						
OPTION	Material for Repair & Maintenance for Mounted CREW System COST IAW Section 10.3, 10.4 and 10.20 of the SOW. Period of Performance (POP) is 24 months. See NOTES A & B. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.2 TOTAL AMOUNT</b>				<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>		
ESTIMATED COST				ESTIMATED COST		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.2 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0011			Labor Hours			
OPTION	Maintenance & Repair Services for Mounted CREW System COST IAW Section 10.3, 10.4 and 10.20 of the SOW. Period of Performance (POP) is 24 months. See NOTES A & B. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.2 TOTAL AMOUNT</b>				<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>		
ESTIMATED COST				ESTIMATED COST		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.2 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0012			Lot			
	For Data relevant to Mounted CREW System IAW Section J - "Attachment/Exhibits" (Exhibit A – CDRLs A018-A034, A036, A039 and A041). Not Separately Priced (NSP). See NOTE A. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.2 TOTAL AMOUNT</b>				<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>		
NET AMT				NET AMT		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.2 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0013						
	Training Sessions for Mounted CREW System FFP FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.2 TOTAL AMOUNT</b>				<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>		
NET AMT				NET AMT		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.2 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0013AA		4	Each			
	Training Sessions to support Technology Development Phase FFP IAW Section 10.7 of the SOW. Government Requirement is four (4) Training Sessions of the Technology Development Phase. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.2 TOTAL AMOUNT</b>				<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>		
NET AMT				NET AMT		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.2 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0013AB		9	Each			
OPTION	Training Sessions to support System Design and Development Phase FFP IAW Section 10.7 of the SOW. Government Requirement is nine (9) Training Sessions of the System Design and Development Phase. See NOTE B. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.2 TOTAL AMOUNT</b>				<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>		
NET AMT				NET AMT		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.2 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0014						
	Travel for Mounted CREW System. COST IAW Section 10.21 of the SOW. See NOTE A. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.2 TOTAL AMOUNT</b>				<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>		
ESTIMATED COST				ESTIMATED COST		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.2 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0014AA						
	Travel for Testing and Engineering Support Services COST IAW Section 10.3, 10.4, 10.5, 10.21 and 14.0 of the SOW. See NOTE A. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.2 TOTAL AMOUNT</b>				<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>		
ESTIMATED COST				ESTIMATED COST		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		3.2 UNIT PRICE	3.1/3.2 COMBINED UNIT PRICE
0014AB						
	Travel for Training COST IAW Sections 10.7 and 10.21 of the SOW. See NOTE A. FOB: Destination PURCHASE REQUEST NUMBER: N0002408NR99543					
<b>3.2 TOTAL AMOUNT</b>				<b>3.1/3.2 COMBINED TOTAL AMOUNT</b>		
ESTIMATED COST				ESTIMATED COST		

NOTE A – Offerors are advised that no proposed amount is requested for this CLIN.

CLAUSES INCORPORATED BY FULL TEXT

NOTE B – 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.

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

This contract includes the following mixture of cost reimbursement and fixed price line items:

<u>Item</u>	<u>Type*</u>
0001	CPAF
0001AA	CPAF
0001AB	CPAF - OPTION
0002	CPAF
0003	Cost Only - OPTION
0004	Cost Only - OPTION
0005	NSP
0006	FFP
0006AA	FFP
0006AB	FFP - OPTION
0007	Cost Only
0007AA	Cost Only
0007AB	Cost Only
0008	CPAF
0008AA	CPAF
0008AB	CPAF - OPTION
0009	CPAF
0010	Cost Only - OPTION
0011	Cost Only - OPTION
0012	NSP
0013	FFP
0013AA	FFP
0013AB	FFP - OPTION
0014	Cost Only
0014AA	Cost Only
0014AB	Cost Only

\*CPAF – Cost Plus Award Fee

NSP – Not Separately Priced

FFP – Firm Fixed Price

**CLAUSES INCORPORATED BY FULL TEXT**

Item(s) 0001 and 0002 DETERMINATION OF FEE (NAVSEA) (APR 2004)

(a) Minimum Fee

The base fee, as set forth in Section B of this contract, shall constitute a minimum fee to be paid for the performance of this contract. The Base Fee shall be paid in accordance with the clause of this contract entitled "FIXED FEE" (FAR 52.216-8).

(b) Award Fee

In addition to the minimum (or base fee) to be paid hereunder, the Contractor may earn an award fee as determined by the Fee Determining Official (FDO). The Government's purpose in granting an award fee is to encourage and reward superior Contracting effort directed toward performance of this contract. The specifics for evaluation are set forth in paragraphs that follow.

(c) Award Fee Board

The Contractor's performance evaluation for each period will be conducted by an Award Fee Board (AFB) of not more than eight members consisting of:

- (1) The Chairperson
- (2) Program Office Technical/Acquisition Representative
- (3) Procuring Contracting Officer
- (4) Contract Administration Office Representative
- (5) TDA or Field Activity Representative
- (6) Recorder (Non-voting Participant)

(d) Fee Determining Official

The FDO, Program Manager (PM) - PMS 408, shall make determinations of the award fee due to the Contractor based upon the performance evaluation conducted by the Award Fee Board established pursuant to paragraph (c) above.

(e) Award Fee Determination and Reclama Procedures

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

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

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

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

(f) Fee Determination Official's Determination

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

(g) Evaluation Categories and Factors



The Contractor's performance during each evaluation period will be judged in the categories listed below. The Government reserves the right to make changes in evaluation categories and factors or weights assigned to evaluation categories by unilateral modification. The Contractor may propose performance objectives for any period, however; only those received at least thirty (30) days prior to the start of an evaluation period will be considered for use in the next subsequent Award Fee Period. The Contractor will be notified of changes in the evaluation categories and factors as well as adjustments to the weighting of categories, if any, prior to commencement of each evaluation period. Unsatisfactory performance under an award fee criterion may result in increased weighting for that factor in subsequent evaluation periods.

(1) Management Performance

Management Systems and Information

Contract and Subcontract Management

Early identification, appropriate action, and resolution on Delays, Problems, and Issues

Ability to successfully complete tasks within cost

Coordination and Liaison

Ability to work with government, subcontractors, and vendors to incorporate revised schedules and meet changing government requirements

Responsiveness to Government Comments

Responsiveness to Change and Product Improvement Initiatives

Configuration Management

Ability to adapt to changing schedules and to meet critical deadlines

Ability to meet accelerated schedules when requested by the Government

Quality and timeliness of responses to high priority action items

Incorporation of process improvements that result in reduced cost, improved schedules and/or improved performance

(2) Cost Performance

Ability to execute program within proposed cost

Effectiveness of the Cost/Schedule reporting system

Cost accounting to effective level of WBS

Proper and effective tasking (proper mix of level of effort and completion tasks.)

Effective reporting

Effective implementation of the Cost/Schedule reporting system

Cost/Schedule system integrated with management approach

Reporting system allows early identification and resolution of problems

(3) Schedule Performance

Development, maintenance, and execution to an integrated master schedule

Schedule supports overall program goals

Proper identification and tracking of milestones

Updates and maintains schedule to incorporate program updates and changes.

Configuration management to track changes and secure Government approval prior to implementation

Early identification of problem areas in maintaining schedule

Accomplishments in overcoming schedule problems

Progress against Planned Schedule

Degree of compliance with schedule




If a delivery is conditional due to outstanding waivers and/or deviations, the FDO may unilaterally reduce the fee earned for schedule for the period in which the delivery is conditional.

(4) Technical Performance 

- Compliance with System Performance Specification
- Preliminary Design Review
- Critical Design Review
- Reliability and Maintainability
- Integrated Logistic Support
  - Supportability
  - Technical Manual
  - Training Documentation
- Quality and timeliness of products and services delivered
- Design quality versus cost
- Effective system engineering and coordination
- Ability to adapt new technology into deliverable to improve performance

(h) Evaluation Periods/Award Fee Pool

(1) The following evaluation periods and associated award fee pools are hereby established. The Government reserves the right to adjust the evaluation period and allocation of award fee pool available for each period by unilateral contract modification, which shall be issued, if at all, prior to the start of the affected evaluation period(s).

PERIOD	AWARD FEE %	AWARD FEE \$	AWARD FEE \$
<u>NO.</u>	<u>EVALUATION PERIOD</u>	<u>AVAILABLE</u>	<u>AVAILABLE</u> <u>EARNED</u>
1	First six months		\$ TBD   \$ TBD
2	Second six months (12 months after contract award)		\$ TBD   \$ TBD
3	Third six months (18 months after contract award)		\$ TBD   \$ TBD

(2) There will be no rollover of unearned award fee.

(i) Performance Ratings

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

<u>ADJECTIVE RATING</u>	<u>NUMERICAL RATING</u>	<u>CRITERIA</u>
OUTSTANDING	95-100	The Contractor's performance exceeds the requirements by a substantial margin. There may be a few areas for improvement, but all are minor.
EXCELLENT	85-94	The Contractor's performance meets and in some cases exceeds the requirements. Areas for improvement are offset by better performance in other areas.
SATISFACTORY	75-84	The Contractor's performance meets the requirements. Areas for improvement are offset by better performance in other areas.

MARGINAL	65-74	The Contractor's performance does not meet the requirements in all areas. There are areas for improvement that are not offset by better performance in other areas. The need for improvement is such that Government action may be required.
UNSATISFACTORY	0-64	The Contractor's performance is less than the requirements by a substantial margin in more than one area. Contractor performance is considered to be such that a potentially adverse program impact is foreseen. The need for improvement is such that Government action is required.

(2) The relationship of the percent of award fee pool to be paid for each contract line item evaluated to the final performance rating as determined by the FDO will be as follows:

<u>Performance Rating</u>	<u>Percent of Award Fee Pool</u>
0-64	0
65-100	Performance Rating/100 x AF Pool

(3) A performance rating of 64 or below is deemed unsatisfactory. The Contractor is not entitled to any award fee for a rating of 64 or below.

(j) Maximum Fee

In no event shall the total fee (base fee plus award fee) under this contract exceed [REDACTED] percent of total estimated cost.

(k) Payment of Award Fee

The Contractor shall be paid award fee, if any, upon submittal of a proper invoice or voucher to the cognizant Payment Office, together with a copy of the unilateral modification to the contract authorizing payment of award fee for the applicable Evaluation Period. The Contractor's invoice shall show the amount of award fee payable to each sub-line item, which shall be directly proportionate to the amount or allowable Estimated Cost (exclusive of base fee and FCCOM) incurred by the Contractor during the Evaluation Period. The Contractor's invoice must cite the appropriate accounting data in order for payment to be affected. There will be no provisional, interim or advance billing of award fee prior to a final determination of the FDO and execution by the contracting officer of a contract modification authorizing payment.

CLAUSES INCORPORATED BY FULL TEXT

Item(s) 0008 and 0009 DETERMINATION OF FEE (NAVSEA) (APR 2004)

(a) Minimum Fee

The base fee, as set forth in Section B of this contract, shall constitute a minimum fee to be paid for the performance of this contract. The Base Fee shall be paid in accordance with the clause of this contract entitled "FIXED FEE" (FAR 52.216-8).

(b) Award Fee

In addition to the minimum (or base fee) to be paid hereunder, the Contractor may earn an award fee as determined by the Fee Determining Official (FDO). The Government's purpose in granting an award fee is to encourage and reward superior Contracting effort directed toward performance of this contract. The specifics for evaluation are set forth in paragraphs that follow.

(c) Award Fee Board

The Contractor's performance evaluation for each period will be conducted by an Award Fee Board (AFB) of not more than eight members consisting of:

- (1) The Chairperson
- (2) Program Office Technical/Acquisition Representative
- (3) Procuring Contracting Officer
- (4) Contract Administration Office Representative
- (5) TDA or Field Activity Representative
- (6) Recorder (Non-voting Participant)

(d) Fee Determining Official

The FDO, Program Manager (PM) - PMS 408, shall make determinations of the award fee due to the Contractor based upon the performance evaluation conducted by the Award Fee Board established pursuant to paragraph (c) above.

(e) Award Fee Determination and Reclama Procedures

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

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

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

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

(f) Fee Determination Official's Determination

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

(g) Evaluation Categories and Factors

The Contractor's performance during each evaluation period will be judged in the categories listed below. The Government reserves the right to make changes in evaluation categories and factors or weights assigned to evaluation categories by unilateral modification. The Contractor may propose performance objectives for any period, however; only those received at least thirty (30) days prior to the start of an evaluation period will be considered for use in the next subsequent Award Fee period. The Contractor will be notified of changes in the evaluation categories and factors as well as adjustments to the weighting of categories, if any, prior to commencement of each evaluation period. Unsatisfactory performance under an award fee criterion may result in increased weighting for that factor in subsequent evaluation periods.

## (1) Management Performance (15%)

Management Systems and Information  
Contract and Subcontract Management

- Early identification, appropriate action, and resolution on Delays, Problems, and Issues
- Ability to successfully complete tasks within cost

## Coordination and Liaison

- Ability to work with government, subcontractors, and vendors to incorporate revised schedules and meet changing government requirements
- Responsiveness to Government Comments

## Responsiveness to Change and Product Improvement Initiatives

## Configuration Management

- Ability to adapt to changing schedules and to meet critical deadlines
- Ability to meet accelerated schedules when requested by the Government
- Quality and timeliness of responses to high priority action items
- Incorporation of process improvements that result in reduced cost, improved schedules and/or improved performance

## (2) Cost Performance (25%)

- Ability to execute program within proposed cost
- Effectiveness of the Cost/Schedule reporting system
  - Cost accounting to effective level of WBS
  - Proper and effective tasking (proper mix of level of effort and completion tasks.)
  - Effective reporting
- Effective implementation of the Cost/Schedule reporting system
  - Cost/Schedule system integrated with management approach
  - Reporting system allows early identification and resolution of problems

## (3) Schedule Performance (25%)

- Development, maintenance, and execution to an integrated master schedule
  - Schedule supports overall program goals
  - Proper identification and tracking of milestones
  - Updates and maintains schedule to incorporate program updates and changes.
  - Configuration management to track changes and secure Government approval prior to implementation

Early identification of problem areas in maintaining schedule  
 Accomplishments in overcoming schedule problems  
 Progress Against Planned Schedule  
 Degree of compliance with schedule

If a delivery is conditional due to outstanding waivers and/or deviations, the FDO may unilaterally reduce the fee earned for schedule for the period in which the delivery is conditional .

(4) Technical Performance (35%)

Compliance with System Performance Specification  
 Preliminary Design Review  
 Critical Design Review  
 Reliability and Maintainability  
 Integrated Logistic Support  
     Supportability  
     Technical Manual  
     Training Documentation  
 Quality and timeliness of products and services delivered  
 Design quality versus cost  
 Effective system engineering and coordination  
 Ability to adapt new technology into deliverable to improve performance

(h) Evaluation Periods/Award Fee Pool

(1) The following evaluation periods and associated award fee pools are hereby established. The Government reserves the right to adjust the evaluation period and allocation of award fee pool available for each period by unilateral contract modification, which shall be issued, if at all, prior to the start of the affected evaluation period(s).

PERIOD NO.	EVALUATION PERIOD	AWARD FEE % AVAILABLE	AWARD FEE \$ AVAILABLE	AWARD FEE \$ EARNED
1	First six months		\$ TBD	\$ TBD
2	Second six months (12 months after contract award)		\$ TBD	\$ TBD
3	Third six months (18 months after contract award)		\$ TBD	\$ TBD
4	Fourth six months (24 months after contract award)		\$ TBD	\$ TBD

(2) There will be no rollover of unearned award fee.

(i) Performance Ratings

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

<u>ADJECTIVE RATING</u>	<u>NUMERICAL RATING</u>	<u>CRITERIA</u>
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OUTSTANDING	95-100	The Contractor's performance exceeds the requirements by a substantial margin. There may be a few areas for improvement, but all are minor.
EXCELLENT	85-94	The Contractor's performance meets and in some cases exceeds the requirements. Areas for improvement are offset by better performance in other areas.
SATISFACTORY	75-84	The Contractor's performance meets the requirements. Areas for improvement are offset by better performance in other areas.
MARGINAL	65-74	The Contractor's performance does not meet the requirements in all areas. There are areas for improvement that are not offset by better performance in other areas. The need for improvement is such that Government action may be required.
UNSATISFACTORY	0-64	The Contractor's performance is less than the requirements by a substantial margin in more than one area. Contractor performance is considered to be such that a potentially adverse program impact is foreseen. The need for improvement is such that Government action is required.

(2) The relationship of the percent of award fee pool to be paid for each contract line item evaluated to the final performance rating as determined by the FDO will be as follows:

<u>Performance Rating</u>	<u>Percent of Award Fee Pool</u>
0-64	0
65-100	Performance Rating/100 x AF Pool

(3) A performance rating of 64 or below is deemed unsatisfactory. The Contractor is not entitled to any award fee for a rating of 64 or below.

(j) Maximum Fee

In no event shall the total fee (base fee plus award fee) under this contract exceed   percent of total estimated cost.

(k) Payment of Award Fee

The Contractor shall be paid award fee, if any, upon submittal of a proper invoice or voucher to the cognizant Payment Office, together with a copy of the unilateral modification to the contract authorizing payment of award fee for the applicable Evaluation Period. The Contractor's invoice shall show the amount of award fee payable to each sub-line item, which shall be directly proportionate to the amount or allowable Estimated Cost (exclusive of base fee and FCCOM) incurred by the Contractor during the Evaluation Period. The Contractor's invoice must cite the appropriate accounting data in order for payment to be affected. There will be no provisional, interim or advance billing of award fee prior to a final determination of the FDO and execution by the contracting officer of a contract modification authorizing payment.

## 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

## LIMITATION OF COST/LIMITATION OF FUNDS (NAVSEA) (SEP 1990)

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

## CLAUSES INCORPORATED BY FULL TEXT

## PAYMENT FOR ENGINEERING SERVICES AND SUPPORT (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).



## CLAUSES INCORPORATED BY FULL TEXT

Item(s) 0001 and 0008 PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)

- (a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.
- (b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to [REDACTED] of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.
- (c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.
- (d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

## CLAUSES INCORPORATED BY FULL TEXT

Item(s) 0002 and 0009 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

- (a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.
- (b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to [REDACTED] of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause.
- (c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be

required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

#### 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

### SECTION C STATEMENT OF WORK (SOW) FOR SPIRAL 3.1 DISMOUNTED AND SPIRAL 3.2 MOUNTED CREW SYSTEMS

#### **SPIRAL 3.1 DISMOUNTED**

##### 1.0 Scope

This section of the Statement of Work describes the contractor's tasks required to deliver Spiral 3.1 Dismounted CREW systems including engineering support services, training, maintenance, and repair parts. This effort includes an initial design and build phase of approximately five (5) months, followed by two joint contractor/government test cycles with two subsequent contractor build cycles, and then a final government only test cycle. Seven complete systems will be used to support the three test cycles.

##### 2.0 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).

##### 3.0 Requirements

##### 3.1 System

The contractor shall design, develop, and deliver seven (7) Advanced Development Models (ADM) for risk reduction as part of the Technology Development Phase, prior to initial testing in Spiral 3.1. An ADM is an item used for experimentation or tests to: demonstrate the technical feasibility of a design, determine its ability to meet existing performance requirements, and secure Engineering Data for use in further Development. The ADM approaches the required form and employs standard parts. Serious consideration is given to military requirements such as reliability, maintainability, human factors and environmental conditions. The ADM will be a model sufficiently hardened for use outside of laboratory environments to demonstrate the technical and operational principles of immediate interest. It may resemble the End Item, but is not intended for use as the end item. These systems will be matured into full Engineering Development Models (EDM) during the System Design and Development phase which begins at Build Cycle 3. An Engineering Development Model (EDM) is a production representative system acquired during the System Development and Demonstration (SDD) Phase. EDMs will be used to demonstrate maturing performance in Developmental Testing and Operational Testing (OT) and to finalize proposed production specifications and drawings. One (1) of these systems will remain at the contractor facility and one (1) will be used by the Government for environmental testing. Design and development shall include all hardware and software design and development efforts necessary to ensure the final complete system meets requirements of the performance specification. The contractor shall provide a description of one "system". A system shall include all necessary hardware and software required for preparing and operating a mission, including but not limited to effort for creating and modifying program loads, programming systems through execution of mission and any post mission analysis. In addition, a 1:1 ratio is required for programming keys to systems. If the system incorporates any commercial items or non-development items, the items will include any standard commercial warranty.

Peak testing needs are anticipated to be seven units during all three test cycles. The JCREW Program Office will accept all seven systems at the end of the final test cycle. Systems will be accepted “as is” or refurbished based on the system being returned in like new condition per the final approved configuration. Specific delivery locations of the systems will be determined at contract award. For informational purposes, the delivery locations may be (1) US ARMY RDECOM CERDEC I2WD, Fort Monmouth, NJ, (2) NSWC Dahlgren VA, (3) NSWC China Lake CA, (4) NAVEODTECHDIV Indian Head MD, (5) Idaho National Laboratory, Idaho, (6) Naval Air Weapons Center, Patuxent River, MD and (7) Yuma Proving Ground, AZ.

The contractor shall implement, to the maximum extent practicable, a modular open system architecture approach that addresses cost effective and rapid system upgrades to support parts obsolescence, changes in the threat, and mission modifications. Additionally, the open architecture approach shall permit easy integration and interoperability with other CREW systems, specifically those CREW systems under development as part of the Spiral 3.2 Development contract(s).

The contractor shall provide a Systems Engineering Plan (SEP) that describes the overall technical approach, including systems engineering processes; resources; and key technical tasks, activities, and events along with their metrics and success criteria. The SEP should include integration with other program management control efforts, such as integrated master plans, integrated master schedules, technical performance measures and risk management.

The contractor shall incorporate Producibility and Supportability concepts into the system design process.

CDRL A001 - Technical Report – Study / Services (System Architecture Description)  
CDRL A035 – Contractors Systems Engineering Plan

### 3.2 Inspection and Acceptance

Inspection and Acceptance of all systems will be in accordance with Section E.

### 3.3 On-Site Test Support

On-Site Test Cycle personnel support shall be provided within four (4) hours of request (which may necessitate vendor personnel being available near or at the various test locations 24 hours per day, six days per week, excluding Sundays throughout the test and evaluation period). On-site locations may be US ARMY RDECOM CERDEC I2WD, Fort Monmouth, NJ, NSWC Dahlgren VA, NSWC China Lake CA, NAVEODTECHDIV Indian Head MD, Idaho National Laboratory, Idaho, Naval Air Weapons Center, Patuxent River, MD and Yuma Proving Ground, AZ., or other locations. Contractors shall provide contact information of a qualified technician including name, cell phone number, and email address. The point of contact provided by the contractor shall be reachable via the contact information at all times during all three test cycles (24 hours per day availability). Contact information is to be provided to the COR at the same time the first test system is delivered.

### 3.4 Test Support Maintenance and Repair

The contractor shall provide equipment, replacement parts, and all consumables during all three test cycles in order to maintain and repair the systems. Example of a consumable item; If a contractor is using secondary (rechargeable) batteries, the contractor must provide a sufficient number to allow for battery recharging and operation simultaneously with no downtime waiting for batteries to recharge. If the contractor is using primary (disposable) batteries, the contractor must provide batteries sufficient to power the unit for eight (8) hours of continuous operation every day during all of the test cycles. The contractor shall provide a list of parts that will be procured to support the test cycles. The parts list shall contain the part number, nomenclature, cost, manufacturer, and quantity. The parts list shall be provided at the time of delivery of the first system. At the completion of the last test cycle,

the contractor shall provide a parts inventory to the government. The contractor shall have parts available to repair systems within 24 hours of diagnosis. The government may approve additional time for repair if deemed necessary by the government. If the repair cannot be accomplished at the test site, the contractor shall notify the on-site government Test Director for approval to take possession of the system under test (SUT). Once approved, the contractor shall be responsible for filling out a DD 1149, Requisition and Invoice/Shipping Document and providing it to the Test Article Inventory Manager (TAIM) with a copy to the Contracting Officer Representative and the Contracting Officer. If it is estimated that more than 24 hours of additional time is needed, a written request must be provided to the COR for written approval with a copy to the Contracting Officer. In the event of a system failure, the contractor shall conduct a failure analysis during repair and provide to the Government a Failure Analysis and Corrective Action Report in accordance with DID-RELI-81315. This report shall be submitted within one week of the repair using the contractor's format. The contractor is responsible for all shipping logistics in the event a system is returned to the vendor for repair or configuration changes. The Government will provide a TAC code to pay for shipping costs.

CDRL A002 – Proposed Spare Parts List

CDRL A003 – Technical Report / Study Services – (Parts Inventory)

CDRL A004 – Technical Report / Study Services – (Repair Authorization Request)

CDRL A011 – Failure Analysis of Corrective Action Report

### 3.5 Notional Test Program

The test program will consist of three “build – test” cycles. Descriptions of the build and test cycles are given below:

- Build Cycle One (BC1) – Contractor delivers seven complete working systems five months After Date of Contract (ADC).
- Test Cycle One (TC1) – The objective of this test phase is to determine items for improvement during BC2 to increase the system performance. This test cycle is four weeks of joint Government/Vendor tests that may include chamber performance assessment, radiation hazard, environmental, effectiveness, operational suitability, interoperability, compatibility testing, and maintenance demonstration. Vendors will attend, witness, participate in and if required repair systems during testing.
- Build Cycle Two (BC2) – This build cycle is six weeks of contractor system modifications based upon TC1 results and government feedback. The contractor may have an opportunity to perform additional chamber performance assessment testing during this build cycle.
- Test Cycle Two (TC2) – The objective of this test phase is to confirm that the identified for improvement in BC2 are performing as expected, and to identify any additional items for improvement in BC3. This test phase is four weeks of joint Government/Vendor tests that may include chamber performance assessment, radiation hazard, environmental, effectiveness, operational suitability, interoperability, compatibility testing and maintenance demonstration focused on areas of improvement targeted during BC2. This phase will include initial interoperability testing with CREW 3.2 systems. Vendors may attend, witness, participate in and if required repair systems during testing.
- Build Cycle Three (BC3) – This build cycle is three weeks of contractor system modifications made based upon TC2 results and government feedback. The contractor may have an opportunity to perform additional chamber performance assessment testing during this build cycle.
- Test Cycle Three (TC3) – The third test will be conducted by an independent Government test agency with the objective of characterizing the performance of the system. This test phase is nine weeks of government only testing that may include chamber performance assessment, radiation hazard, environmental, effectiveness, operational suitability, interoperability, compatibility testing, maintenance

demonstration, and development of tactics, techniques, and procedures. This phase will include a demonstration of interoperability between the contractor's dismounted system and the developed CREW 3.2 systems.

Prior to the start of each test cycle, the government will hold a Test Readiness Review (TRR) and the contractor shall provide and As-Built Configuration List (ABCL) of the system being tested. The contractor shall prepare and submit the Application for Equipment Frequency Allocation DD Form 1494s supporting Spectrum Certification activities.

CDRL A015 – As-Built Configuration List

CDRL A016 – Frequency Allocation Data

### 3.6 Configuration Management

The contractor shall utilize a Government-approved Configuration Management (CM) process, to manage configuration of the hardware and software, and the test systems. This includes the implementation of changes and upgrades, throughout the test cycles. A configuration freeze will be in effect for the duration of each test cycle prior to completing the performance assessment chamber testing. During TC1 and TC2, Vendors shall request permission in writing to the government on-site test director and obtain approval to make changes. Requests shall be sent to contracts, the contract officer's representative, and the government technical point of contact for approval.

CDRL A005 – Contractor's Configuration Management Plan

CDRL A006 - Technical Report / Study Services – (Engineering Change Proposals / Waivers / Deviations)

### 3.7 Training Sessions

Prior to the start of each test cycle the contractor shall provide training. The contractor shall provide personnel resources to conduct up to thirteen total training sessions to cover all aspects of system operation and routine maintenance. The anticipated location of the training sessions may be on the West Coast and East Coast per Attachment (4), 3.1 test outline. Training sessions shall be conducted on dates determined by the Government but may shift locations due to facility and range availability, and may include multiple training sessions per day. Training documentation such as presentation slides, user manuals, handouts or any other materials used for these sessions shall be provided to the Government, during the training sessions, for follow on use in hard and soft copy. Contractor's format is acceptable.

CDRL A007 – Training Materials

Anticipated Training Sites are as follows:

- East Coast training will occur at FT Monmouth NJ, NSWC Dahlgren VA, and NAWC Pax River MD for two days during each test cycle. NAVEODTECHDIV, Indian Head, MD may be a possible alternate Training and Test site pending final approval.
- West Coast training will also occur at Yuma Proving Ground, AZ and China Lake, CA for two days during each test cycle. Training will also occur at the Army Test and Evaluation Center (ATEC) for two days during the third test cycle.

Note: This is a notional training schedule and is subject to change. Exact locations and dates will be provided after contract award.

### 3.8 Kick-off Meeting and System Functional Review (SFR)

A kick-off meeting will be conducted within three to four weeks of contract award. The purpose of this first meeting is to ensure that key stakeholders for both Government and Industry are introduced, the contractors understand the contract requirements, the administrative procedures that will be used, and the roles of the Government personnel who will be involved in administering the contract. The contractor shall provide an updated test plan to include proposed test activities through BC2. The kick-off meeting will be conducted at the contractor's facility.

In conjunction with the kickoff meeting a System Functional Review (SFR) will be conducted to ensure that the system can proceed into preliminary design, and that all system requirements and functional performance requirements derived are defined and consistent with cost (program budget), schedule (program schedule), risk, and other system constraints. The SFR data package shall be delivered to the government at least 7 days prior to the SFR. The SFR determines whether the system's lower-level performance requirements are fully defined and consistent with the mature system concept, and whether lower-level systems requirements trace to top-level system performance. The SFR data package shall include: 1) The system functional requirements sufficiently detailed and understood to enable system design to proceed, 2) Adequate processes and metrics in place for the program to succeed 3) Risks known and manageable for development, 4) Is the program with the approved functional baseline executable within the existing budget, and 5) Has the system Functional Baseline been established to enable preliminary design to proceed with proper Configuration Management.

CDRL A017 – Test Plan

CDRL A037 Technical Report – Study / Services – (System Functional Review (SFR) Data Package).

### 3.9 Preliminary Design Review

The contractor shall hold a PDR at the contractor's facility within 60 days after award of contract. The PDR data package shall be delivered to the government at least 7 days prior to the PDR. The PDR data package shall include a definition section where all system parameters and functionalities are defined, including written and graphical descriptions and illustrations of design approach, block diagrams, compliance of preliminary design with stated specifications, environmental considerations, schedule information and risk assessment. The PDR shall be conducted for each configuration item or aggregate of configuration items to (1) evaluate the progress, technical adequacy, and risk resolution (on a technical, cost, and schedule basis) of the selected design approach, (2) determine its compatibility with performance and engineering specialty requirements of the Hardware Configuration Item (HWCI) development specification, (3) evaluate the degree of definition and assess the technical risk associated with the selected manufacturing methods/processes, (4) review the preliminary system architecture and establish the existence and compatibility of the physical and functional interfaces among the configuration item and other items of equipment and personnel, (5) a Systems Engineering analysis based on the prioritized performance specifications provided by the Government, (6) a reliability block diagram which identifies the reliability Mean Time Between Failure (MTBF) to the Circuit Card Assembly or Shop Replaceable Assembly level to include spares, maintenance approach, reliability level, etc., based on the production quantity of an estimated 1,500 systems, and (7) identification of toolsets and methodology used in modeling the Contractor Logistics Support infrastructure and approach in quantifying the material related cost items at all levels along with assumptions used in generating the results. MIL-STD-1521 shall be used for guidance only for the PDR and the PDR data package. The government will have seven (7) days to comment/approve the package for technical content.

CDRL A008 - Technical Report / Study Services – (Preliminary Design Review (PDR) Data Package)

### 3.10 Critical Design Review

The contractor shall hold a CDR at the contractor's facility three weeks prior to test cycle two. The CDR data package shall be delivered to the government at least 7 days prior to the CDR, and an updated CDR package shall be delivered to the government within 7 days after completion of the CDR. The CDR data package shall include a

definition section where all system parameters and functionalities are defined, including written and graphical descriptions and illustrations of final design, conceptual illustration of final product, description of critical components, performance verification criteria, software simulation and/or flowchart, detailed mechanical description, schedule information, cost/financial information, and risk assessment. The CDR shall be conducted for each configuration item when detail design is essentially complete. The purpose of the CDR will be to (1) determine that the detail design of the configuration item under review satisfies the performance and engineering specialty requirements of the HWCI development specifications, (2) establish the detail design compatibility among the configuration item and other items of equipment and personnel, (3) assess configuration item risk areas (on a technical, cost, and schedule basis), (4) assess the results of the producibility analyses conducted on system hardware, (5) review the preliminary hardware product specifications and final system architecture, (6) assess how well the systems performs specifically with regards to the Systems Engineering analysis, (7) address updated reliability block diagram and (8) address updated Contractor Logistics Support approach. MIL-STD-1521 shall be used for guidance only for the CDR and the CDR data package. The government will have seven (7) days to comment/approve the package for technical content.

CDRL A009 - Technical Report / Study Services – (Critical Design Review (CDR) Data Package)

### 3.11 Bi-weekly Meetings

The contractor shall hold bi-weekly meetings at the contractor's facility or via conference call as requested by the government. The meetings may include logistics and technical discussions about the system, including the design and configuration changes.

### 3.12 Technical Documentation

Technical Data Package (TDP). The TDP shall consist of the product drawings and associated lists necessary for the re-engineering, manufacture, in-service engineering and logistics support of the proposed 3.1 JCREW system. These include, but are not limited to, engineering drawings, firmware/software source code, related data and lists, and descriptive specifications. The use of company standards within the TDP is acceptable, provided they are submitted without limited rights in technical data and provide necessary design disclosure as required by the contract. The information contained within the TDP shall describe the product design established at the initial Government approved product baseline and include subsequent changes and revisions up to the time of the last submittal. Circuit Card Assembly (CCA) drawings shall include specific input and output requirements, design specifications and acceptance test requirements.

The contractor shall deliver five hard copies and ten electronic copies (via CDs) of technical manuals and any other documentation required for the operational use and maintenance of the systems for each of the test cycles. These manuals shall include a system description and a complete list of parts. The manuals shall be updated to reflect the current configuration of the systems at the time of delivery, and shall be delivered with the systems for each test cycle. The contractor shall record and provide repair data which describes all repair actions conducted during the test and evaluation period. A failure reporting system will be constructed and supported to evaluate all failures and discrepancies that occur during test operations. Failure trends and problem areas will be identified and failure analysis may be performed on the significant problems to determine the root cause for corrective action. System and subsystem reliability assessments and projections based on Original Equipment Manufacturer (OEM) information, reliability demonstration test results, and field reports. Reliability predictions shall be based on MIL-HDBK-217F. This data shall include a description of the failed component or assembly, the known or speculated failure mechanism, the time and cost to complete the repair, and any failure trend observations of the contractor. Delivery of the Failure Analysis and Corrective Actions Report shall be within one week of completion of the repair.

CDRL A010 – Commercial Off-The-Shelf (COTS) Manual and Associated Supplemental Data

CDRL A011 – Failure Analysis of Corrective Action Report



CDRL A014 – Technical Manuals  
 CDRL A040 – Technical Data Package

### 3.13 Management

The Contractor shall apply a systematic approach to the integrated, concurrent development of the products and associated processes applicable to effectively execute the Spiral 3.1 design, fabrication, test, subcontract management and delivery.

### 3.14 Earned Value Management (EVM)

The Contractor shall establish, maintain, control and implement Earned Value Management (EVM) reporting to include a cost accounting system, including the subcontractor costs, that allows tracking of cost and schedule performance. EVM reporting should track to a Work Breakdown Structure (WBS) Level V, be designed to provide the contractor the necessary management knowledge to ensure successful cost and schedule control, including measurement of cost and schedule performance, identification of existing or potential problems, and actions required to resolve problems. Cost and schedule performance shall be included in the contractor's monthly report (paragraph 3.16) and be at a level to allow insight and understanding of the Contractor's program performance to include contractor costs and performance. Variances, both schedule and cost, should be identified and reported. The contractor shall identify the cause and any planned/executed corrective action for reported variances. Any variance reporting will be identified and discussed during the bi-weekly meetings discussed in paragraph 3.11 and provided in the monthly report

The monthly cost and schedule variance dollar threshold is positive or negative ten percent

Monthly Dollar Variance:

Cost Variance = BCWP – ACWP

Schedule Variance = BCWS – BCWP

Monthly % Variance:

Cost Variance Percentage = Cost Variance/BCWP

Schedule Variance Percentage = Schedule Variance/BCWS

BCWP = Budgeted Cost of Work Performed

ACWP = Actual Cost of Work Performed

BAC = Budget at Completion

LRE = Latest Revised Estimate

The above cost elements are constructed from burdened labor dollars + burdened material dollars + burdened other direct cost dollars + burdened subcontractor dollars.

CDRL A012 – Technical Report / Study Services (Monthly Report)

### 3.15 Risk Assessment, Mitigation, and Management.

The Contractor shall develop, implement, and maintain a risk management process that identifies, evaluates, and mitigates program risks from a technical, environmental, safety, cost, and schedule perspective. Risks shall be evaluated as to their impact on reliability, safety, supportability, affordability, schedule, and technical performance objectives. Mitigation plans, that will reduce the risks to an acceptable management level, shall be put into place for those risks with the probability to most likely occur. Mitigation plans shall be managed and updated as contract performance proceeds. All risks shall be identified and reported to the Government.

The contractor shall provide a Risk Management Plan (RMP) that ensures all aspects of the program are examined

for risk. The RMP will address processes used to identify and analyze risks to program cost, schedule, and performance objectives. The RMP will also describe methodology for mitigation planning, mitigation plan implementation, and risk tracking.

CDRL A013 – Technical Report / Study Services (Risk Management Report)  
CDRL A038 – Contractors Risk Management Plan (RMP)

### 3.16 Monthly Status Reports

The contractor shall prepare and deliver monthly status reports. The reports shall contain the following main sections: Summary; Accomplishments; Current Status; Problem Areas; Risks and Mitigation; Cost and Schedule Data; and Future Plans. Tracking of the engineering support, maintenance, and repair effort to date is required. The reporting period will be for the duration of the contract.

CDRL A012 – Technical Report / Study Services (Monthly Report)

### 3.17 International Traffic in Arms Regulations (ITAR)

The Contractor shall be solely responsible for obtaining any State Department approvals, licenses, Technical Assistance Agreements (TAA), etc. required by the International Traffic in Arms Regulations.

### 3.18 Refurbishment

If ordered by the government, the seven systems will be shipped back to the contractor's facility at the completion of test cycle three. The contractor shall perform a system groom such as, clean, repair, replace any components, test, and calibrate to restore all seven systems to the same condition and specifications they were in when delivered for the third test cycle within 60 days of receipt of systems. Material and labor for Refurbishment will be in accordance with CLINs 0003 and 0004. Efforts to refurbish the test systems will be included in the Period of Performance (PoP) of the Contract.

### 3.19 Travel

All Travel and Per Diem costs associated with testing/engineering support and training efforts will be in accordance with SLINs 0007AA and 0007AB, respectively. All Travel and Per Diem costs shall be in accordance with the Joint Travel Regulations (JTR).

4.0 Data Requirements - In accordance with Section J "Exhibits/Attachments," Exhibit A CDRLs.

### 5.0 Government Technical Point of Contact/Contracting Officers Representative

Contracting Officers Representative  
Peter Dembski  
NAVEODTECHDIV  
2008 Stump Neck Road  
Indian Head, MD 20640  
(301) 744-5165  
peter.dembski@navy.mil

6.0 Contractor must be able to handle classified material up to the Secret Level.

## 7.0 Engineering Support Services

The Contractor shall provide technical and engineering support services as Level of Effort 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: 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; travel and field support. If ordered by the government the Contractor shall prepare a monthly management report that contains, at a minimum, the following:

- 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.

CDRL A012 – Technical Report / Study Services (Monthly Report)

## **SPIRAL 3.2 MOUNTED**

### 8.0 Scope

This Statement of Work describes the contractor's tasks required to deliver Spiral 3.2 Mounted CREW systems including engineering support services, training, maintenance, and repair parts. This effort includes an initial design and build phase of approximately thirty-five weeks, followed by two joint contractor/government test cycles with two subsequent contractor build cycles, and then a final government only test cycle. Seven complete systems will be used to support the three test cycles.

### 9.0 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).

### 10.0 Requirements

#### 10.1 System

The contractor shall design, develop, and deliver seven (7) Advanced Development Models (ADM) for risk reduction as part of the Technology Development Phase, prior to initial testing in Spiral 3.2. An ADM is an item used for experimentation or tests to: demonstrate the technical feasibility of a design, determine its ability to meet existing performance requirements, and secure Engineering Data for use in further Development. The ADM approaches the required form and employs standard parts. Serious consideration is given to military requirements such as reliability, maintainability, human factors and environmental conditions. The ADM will be a model sufficiently hardened for use outside of laboratory environments to demonstrate the technical and operational

principles of immediate interest. It may resemble the End Item, but is not intended for use as the end item. These systems will be matured into full Engineering Development Models (EDM) during the System Design and Development phase which begins at Build Cycle 2. An Engineering Development Model (EDM) is a production representative system acquired during the System Development and Demonstration (SDD) Phase. EDMs will be used to demonstrate maturing performance in Developmental Testing and Operational Testing (OT) and to finalize proposed production specifications and drawings. One (1) of these systems will remain at the contractor facility and one (1) will be used by the Government for environmental testing. Design and development shall include all hardware and software design and development efforts necessary to ensure the final complete system meets requirements of the performance specification. The contractor shall provide a description of one "system." A system shall include all necessary hardware and software required for preparing and operating a mission, to include but not limited to integration of the system in/on tactical vehicles (M1114), efforts for creating and modifying program loads, programming systems through execution of mission and any post mission analysis. In addition, a 1:1 ratio is required for programming keys to test systems. If the system incorporates any commercial items or non-development items, the items will include any standard commercial warranty.

Peak testing needs are anticipated to be seven units during all three test cycles. The JCREW program office will accept all seven systems at the end of the final test cycle. Systems will be accepted "as is" or refurbished based on the system being returned in like new condition per the final approved configuration. Specific delivery locations of the systems will be determined at contract award. For informational purposes, the delivery locations may be (1) US ARMY RDECOM CERDEC I2WD, Fort Monmouth, NJ, (2) NSWC Dahlgren VA, (3) NSWC China Lake CA, (4) NAVEODTECHDIV Indian Head MD, (5) Idaho National Laboratory, Idaho, (6) Naval Air Weapons Center, Patuxent River, MD and (7) Yuma Proving Ground, AZ.

The contractor shall implement, to the maximum extent practicable, a modular open system architecture approach that addresses cost effective and rapid system upgrades to support parts obsolescence, changes in the threat, and mission modifications. Additionally, the open architecture approach shall permit easy integration and interoperability with other CREW systems, specifically those CREW systems under development as part of the Spiral 3.1 Development contract(s).

The contractor shall provide a Systems Engineering Plan (SEP) that describes the overall technical approach, including systems engineering processes; resources; and key technical tasks, activities, and events along with their metrics and success criteria. The SEP should include integration with other program management control efforts, such as integrated master plans, integrated master schedules, technical performance measures and risk management.

The contractor shall incorporate Producibility and Supportability concepts into the system design process.

CDRL A018 Technical Report – Study / Services (System Architecture Description)  
CDRL A036 Contractors System Engineering Plan

## 10.2 Inspection and Acceptance

Inspection and Acceptance of all systems will be in accordance with Section E.

## 10.3 On-Site Test Support

On-Site Test Cycle personnel support shall be provided on-site within four (4) hours of request which may necessitate vendor personnel being available near or at the various test locations 24 hours per day, six days per week, excluding Sundays throughout the test and evaluation period. On-site locations may be US ARMY RDECOM CERDEC I2WD, Fort Monmouth, NJ, NSWC Dahlgren VA, NSWC China Lake CA, NAVEODTECHDIV Indian Head MD, Idaho National Laboratory, Idaho, Naval Air Weapons Center, Patuxent River, MD and Yuma Proving Ground, AZ., or other locations. Contractors shall provide contact information of a

qualified technician including name, cell phone number, and email address. The point of contact provided by the contractor shall be reachable via the contact information at all times during all three test cycles (24 hours per day availability). Contact information is to be provided to the Contracting Officer Representative (COR) at the same time the first test system is delivered.

#### 10.4 Test Support Maintenance and Repair

The contractor shall provide personnel resources, equipment, replacement parts, and all consumables during all three test cycles in order to maintain and repair the systems. The contractor shall provide a list of parts that will be procured to support the test cycles. The parts list shall contain the part number, nomenclature, cost, manufacturer, and quantity. The parts list shall be provided at the time of delivery of the first system. At the completion of the last test cycle, the contractor shall provide a parts inventory to the government. The contractor shall have parts available and shall repair systems within 24 hours of diagnosis. The government may approve additional time for repair if deemed necessary by the government. If the repair cannot be accomplished at the test site, the contractor shall notify the on-site government Test Director for approval to take possession of the system under test (SUT). Once approved, the contractor shall be responsible for filling out a DD 1149, Requisition and Invoice/Shipping Document and providing it to the Test Article Inventory Manager (TAIM) with a copy to the COR and the Contracting Officer. If it is estimated that more than 24 hours of additional time is needed, a written request must be provided to the COR for written approval with a copy to the Contracting Officer. The contractor is responsible for all shipping logistics in the event a system is returned to the vendor for repair or configuration changes. The Government will provide a TAC code to pay for shipping costs. In the event of a system failure, the contractor shall conduct a failure analysis during repair and provide to the Government a Failure Analysis and Corrective Action Report. This report shall be submitted within one week of the repair using the contractor's format.

CDRL A019 Proposed Spare Parts List (Initial Repair Parts)

CDRL A020 Technical Report / Study Services – (Parts Inventory)

CDRL A021 Technical Report / Study Services – (Repair Authorization Request)

CDRL A029 Failure Analysis of Corrective Action

#### 10.5 Notional Test Program

The test program will consist of three “build – test” cycles. Descriptions of the build and test cycles are given below:

- Build Cycle One (BC1) – Contractor delivers seven complete working systems thirty-five weeks After Date of Contract (ADC).
- Test Cycle One (TC1) – The objective of this test phase is to determine items for improvement during BC2 to increase the system performance. This test cycle is six weeks of joint Government/Vendor tests may include chamber performance assessment, radiation hazard, environmental, effectiveness, operational suitability, interoperability, compatibility testing, and maintenance demonstration. Vendors will attend, witness, participate in and, if required, repair systems during testing.
- Build Cycle Two (BC2) – This build cycle is thirteen weeks of contractor system modifications based upon TC1 results and government feedback. The contractor may have an opportunity to perform additional chamber performance assessment testing during this build cycle.
- Test Cycle Two (TC2) – The objective of this test phase is to confirm that the items identified for improvement in BC2 are performing as expected, and to identify any additional items for improvement in BC3. This test phase is eight weeks of joint Government/Vendor tests may include chamber performance assessment, radiation hazard, environmental, effectiveness, operational suitability, interoperability, compatibility testing, and maintenance demonstration, focused on areas of improvement targeted during BC2. This phase will include initial interoperability testing with CREW 3.1 systems. Vendors will attend,

witness, participate in and, if required, repair systems during testing.

- Build Cycle Three (BC3) – This build cycle is five weeks of contractor system modifications made based upon TC2 results and government feedback. The contractor may have an opportunity to perform additional chamber performance assessment testing during this build cycle.
- Test Cycle Three (TC3) – The third test will be conducted by an independent Government test agency with the objective of characterizing the performance of the system. This test phase is nine weeks of government only testing may include chamber performance assessment, radiation hazard, environmental, effectiveness, operational suitability, interoperability, compatibility testing, maintenance demonstration, and development of tactics, techniques, and procedures. This phase will include a demonstration of interoperability between the contractor's mounted system and the developed CREW 3.1 systems.

Prior to the start of each test cycle, the government will hold a Test Readiness Review (TRR) and the contractor shall provide and As-Built Configuration List (ABCL) of the system being tested. The contractor shall prepare and submit the Application for Equipment Frequency Allocation DD Form 1494s supporting Spectrum Certification activities.

CDRL A032 As-Built Configuration List  
CDRL A033 Frequency Allocation Data

## 10.6 Configuration Management

The contractor shall utilize a Government-approved Configuration Management (CM) process to manage configuration of the hardware and software, of the test systems. This includes the implementation of changes and upgrades, throughout the test cycles. A configuration freeze will be in effect for the duration of each test cycle prior to completing the performance assessment chamber testing. During TC1 and TC2, Vendors shall request permission in writing to the government on-site test director and obtain approval to make changes. Requests shall be sent to contracts, the COR, and the government technical point of contact for approval. In all other respects, no changes will be allowed, nor will a changed system be recognized by the Government for the test.

CDRL A022 Contractor's Configuration Management Plan  
CDRL A023 Technical Report / Study Services – (Engineering Change Proposals / Waivers / Deviations)

## 10.7 Training Sessions

Prior to the start of each test cycle the contractor shall provide training. The contractor shall provide personnel resources to conduct up to thirteen total training sessions to cover all aspects of system operation and routine maintenance. Anticipated locations of the training sessions may be eight West Coast and five East Coast per Attachment (4) 3.2 Test Outline. Training sessions shall be conducted on dates determined by the Government but may shift locations due to facility and range availability, and may include multiple training sessions per day. Training documentation such as presentation slides, user manuals, handouts or any other materials used for these sessions shall be provided to the Government, during the training sessions, for follow on use in hard and soft copy. Contractor's format is acceptable.

Anticipated Training Sites are as follows:

- Training to occur at Ft. Monmouth, NJ for two to three days at the beginning of each test cycle.
- Training to occur at NAWC Patuxent River, MD for two to three days during test cycle one and test cycle three.
- Training to occur at Yuma Proving Ground, AZ for two to three days during each test cycle.
- Training to occur at China Lake, CA for two to three days during each test cycle.

Note: This is a notional training schedule and is subject to change. Exact locations and dates will be provided after contract award.

#### CDRL A024 Training Materials (Training Documentation)

##### 10.8 Kick-off Meeting

A kick-off meeting will be conducted within three to four weeks of contract award. The purpose of the first meeting is to ensure that key stakeholders for both Government and Industry are introduced, the contractors understand the contract requirements, the administrative procedures that will be used, and the roles of the Government personnel who will be involved in administering the contract. The kick-off meeting will be conducted at the contractor's facility.

##### 10.9 System Functional Review

The contractor shall hold an SFR at the contractor's facility within 45 days after award of contract. The SFR is conducted to ensure that the system can proceed into preliminary design, and that all system requirements and functional performance requirements derived are defined and consistent with cost (program budget), schedule (program schedule), risk, and other system constraints. The SFR data package shall be delivered to the government at least 7 days prior to the SFR. The SFR determines whether the system's lower-level performance requirements are fully defined and consistent with the mature system concept, and whether lower-level systems requirements trace to top-level system performance. The SFR data package shall include: 1) The system functional requirements sufficiently detailed and understood to enable system design to proceed, 2) Adequate processes and metrics in place for the program to succeed 3) Risks known and manageable for development, 4) Is the program with the approved functional baseline executable within the existing budget, and 5) Has the system Functional Baseline been established to enable preliminary design to proceed with proper Configuration Management.

CDRL A025 Technical Report – Study / Services – (System Functional Review (SFR) Data Package).

##### 10.10 Preliminary Design Review

The contractor shall hold a PDR at the contractor's facility within 90 days after award of contract. The PDR data package shall be delivered to the government at least 7 days prior to the PDR. The PDR data package shall include a definition section where all system parameters and functionalities are defined, including written and graphical descriptions and illustrations of design approach, block diagrams, compliance of preliminary design with stated specifications, environmental considerations, schedule information and risk assessment. The PDR shall be conducted for each configuration item or aggregate of configuration items to (1) evaluate the progress, technical adequacy, and risk resolution (on a technical, cost, and schedule basis) of the selected design approach, (2) determine its compatibility with performance and engineering specialty requirements of the Hardware Configuration Item (HWCI) development specification, (3) evaluate the degree of definition and assess the technical risk associated with the selected manufacturing methods/processes, (4) review the preliminary system architecture and establish the existence and compatibility of the physical and functional interfaces among the configuration item and other items of equipment and personnel, (5) a Systems Engineering analysis based on prioritized performance specifications provided by the Government, (6) a reliability block diagram which identifies the reliability Mean Time Between Failure (MTBF) to the Circuit Card Assembly or Shop Replaceable Assembly level to include spares, maintenance approach, reliability level, etc., based on the production quantity of an estimated 1,500 systems, and (7) identification of toolsets and methodology used in modeling the Contractor Logistics Support infrastructure and approach in quantifying the material related cost items at all levels along with assumptions used in generating the results. MIL-STD-1521 shall be used for guidance only for the PDR and the PDR data package. The government will have seven (7) days to comment/approve the package for technical content.

## CDRL A026 Technical Report / Study Services – (Preliminary Design Review (PDR) Data Package)

## 10.11 Critical Design Review

The contractor shall hold a CDR at the contractor's facility within three weeks prior to test cycle two. The CDR data package shall be delivered to the government at least 7 days prior to the CDR, and an updated CDR package shall be delivered to the government within 7 days after completion of the CDR. The CDR data package shall include a definition section where all system parameters and functionalities are defined, including written and graphical descriptions and illustrations of final design, conceptual illustration of final product, description of critical components, performance verification criteria, software simulation and/or flowchart, detailed mechanical description, schedule information, cost/financial information, and risk assessment. The CDR shall be conducted for each configuration item when detail design is essentially complete. The purpose of the CDR will be to (1) determine that the detail design of the configuration item under review satisfies the performance and engineering specialty requirements of the HWCI development specifications, (2) establish the detail design compatibility among the configuration item and other items of equipment and personnel, (3) assess configuration item risk areas (on a technical, cost, and schedule basis), (4) assess the results of the producibility analyses conducted on system hardware, (5) review the preliminary hardware product specifications and final system architecture, (6) assess how well the system performs specifically with regards to the Systems Engineering analysis, (7) address updated reliability block diagram and (8) address updated Contractor Logistics Support approach. MIL-STD-1521 shall be used for guidance only for the CDR and the CDR data package. The government will have seven (7) days to comment/approve the package for technical content.

## CDRL A027 Technical Report / Study Services – (Critical Design Review (CDR) Data Package)

## 10.12 Bi-weekly Meetings

The contractor shall hold bi-weekly meetings at the contractor's facility or via conference call as requested by the government. The meetings may include logistics and technical discussions about the system, including design and configuration changes.

## 10.13 Technical Documentation

Technical Data Package (TDP). The TDP shall consist of the product drawings and associated lists necessary for the re-engineering, manufacture, in-service engineering and logistics support of the proposed 3.2 JCREW system. These include, but are not limited to, engineering drawings, firmware/software source code, related data and lists, and descriptive specifications. The use of company standards within the TDP is acceptable, provided they are submitted without limited rights in technical data and provide necessary design disclosure as required by the contract. The information contained within the TDP shall describe the product design established at the initial Government approved product baseline and include subsequent changes and revisions up to the time of the last submittal. Circuit Card Assembly (CCA) drawings shall include specific input and output requirements, design specifications and acceptance test requirements.

The contractor shall deliver five hard copies and ten electronic copies (via CDs) of technical manuals and any other documentation required for the operational use and maintenance of the systems for each of the test cycles. These manuals shall include a system description and a complete list of parts. The manuals shall be updated to reflect the current configuration of the systems at the time of delivery, and shall be delivered with the systems for each test cycle. The contractor shall record and provide repair data which describes all repair actions conducted during the test and evaluation period. A failure reporting system will be constructed and supported to evaluate all failures and discrepancies that occur during test operations. Failure trends and problem areas will be identified and failure analysis may be performed on the significant problems to determine the root cause for corrective action. System and



subsystem reliability assessments and projections based on Original Equipment Manufacturer (OEM) information, reliability demonstration test results, and field reports. Reliability predictions shall be based on MIL-HDBK-217F. This data shall include a description of the failed component or assembly, the known or speculated failure mechanism, the time and cost to complete the repair, and any failure trend observations of the contractor. Delivery of the Failure Analysis and Corrective Actions Report shall be within one week of completion of the repair.

CDRL A028 Commercial Off-The-Shelf (COTS) Manual and Associated Supplemental Data  
 CDRL A029 Failure Analysis of Corrective Action Report  
 CDRL A034 Technical Manuals  
 CDRL A041 Technical Data Package

#### 10.14 System Installation Information

Systems will be installed in/on an M1114 HMMWV Vehicle for much of the testing. The contractor shall provide engineering support as part of the installation of their system into/onto the M1114 HMMWV Vehicle. The Navy will provide any necessary mounting and interface information. The contractor should optimize their design within the installation to provide minimal impact on the operation of the system.

#### 10.15 Management

The Contractor shall apply a systematic approach to the integrated, concurrent development of the products and associated processes applicable to effectively execute the Spiral 3.2 design, fabrication, test subcontract management and delivery.

#### 10.16 Earned Value Management (EVM)

The Contractor shall establish, maintain, control and implement Earned Value Management (EVM) reporting to include a cost accounting system, including the subcontractor costs, that allows tracking of cost and schedule performance. EVM reporting should track to a Work Breakdown Structure (WBS) Level V, be designed to provide the contractor the necessary management knowledge to ensure successful cost and schedule control, including measurement of cost and schedule performance, identification of existing or potential problems, and actions required to resolve problems. Cost and schedule performance shall be included in the contractor's monthly report (paragraph 10.18) and be at a level to allow insight and understanding of the Contractor's program performance to include contractor costs and performance. Variances, both schedule and cost, should be identified and reported. The contractor shall identify the cause and any planned/executed corrective action for reported variances. Any variance reporting will be identified and discussed during the bi-weekly meetings discussed in paragraph 10.12 and provided in the monthly report.

The monthly cost and schedule variance dollar threshold is positive or negative ten percent

Monthly Dollar Variance:

Cost Variance = BCWP – ACWP

Schedule Variance = BCWS – BCWP

Monthly % Variance:

Cost Variance Percentage = Cost Variance/BCWP

Schedule Variance Percentage = Schedule Variance/BCWS

BCWP = Budgeted Cost of Work Performed

ACWP = Actual Cost of Work Performed

BAC = Budget at Completion

LRE = Latest Revised Estimate

The above cost elements are constructed from burdened labor dollars + burdened material dollars + burdened other

direct cost dollars + burdened subcontractor dollars.

#### CDRL A030 Technical Report / Study Services (Monthly Report)

##### 10.17 Risk Assessment, Mitigation, and Management.

The Contractor shall develop, implement, and maintain a risk management process that identifies, evaluates, and mitigates program risks from a technical, environmental, safety, cost, and schedule perspective. Risks shall be evaluated as to their impact on reliability, safety, supportability, affordability, schedule, and technical performance objectives. Mitigation plans, that will reduce the risks to an acceptable and management level, shall be put into place for those risks with the probability to most likely occur. Mitigation plans shall be managed and updated as contract performance proceeds. All risks shall be identified and reported to the Government.

The contractor shall provide a Risk Management Plan (RMP) that ensures all aspects of the program are examined for risk. The RMP will address processes used to identify and analyze risks to program cost, schedule, and performance objectives. The RMP will also describe methodology for mitigation planning, mitigation plan implementation, and risk tracking.

#### CDRL A031 Technical Report / Study Services (Risk Management Report)

#### CDRL A039 Contractor Risk Management Plan (RMP)

##### 10.18 Monthly Status Reports

The contractor shall prepare and deliver monthly status reports. The reports shall contain the following main sections: Summary; Accomplishments; Current Status; Problem Areas; Risks and Mitigation; Cost and Schedule Data and Future Plans. Tracking of the engineering support, maintenance, and repair effort to date is required. The reporting period will be for the duration of the contract.

#### CDRL A030 Technical Report / Study Services (Monthly Report)

##### 10.19 International Traffic in Arms Regulations (ITAR)

The Contractor shall be solely responsible for obtaining any State Department approvals, licenses, Technical Assistance Agreements (TAA), etc. required by the International Traffic in Arms Regulations.

##### 10.20 Refurbishment

If ordered by the government, the seven systems will be shipped back to the contractor's facility at the completion of test cycle three. The contractor shall perform a system groom such as, clean, repair, replace any components, test, and calibrate to restore all seven systems to the same condition and specifications they were in when delivered for the third test cycle within 60 days of receipt of systems. Material and labor for Refurbishment will be in accordance with CLINs 0010 and 0011. Efforts to refurbish the test systems will be included in the Period of Performance (PoP) of the contract.

##### 10.21 Travel

All Travel and Per Diem costs associated with testing/engineering support and training efforts will be in accordance

with SLINs 0014AA and 0014AB, respectively. All Travel and Per Diem costs shall be in accordance with the Joint Travel Regulations (JTR).

#### 11.0 Data Requirements - IAW Section J "Exhibits and Attachments," Exhibit A, CDRLs

#### 12.0 Government Points of Contact

Contracting Officers Representative  
MARGARET NEEL  
NSWC Dahlgren Division  
17320 Dahlgren Road  
Dahlgren, VA 22448  
(540) 653 8021  
Email: Margaret.neel@navy.mil

#### 13.0 Contractor must be able to handle classified material up to the Secret Level.

#### 14.0 Engineering Support Services

The Contractor shall provide technical and engineering support services as Level of Effort 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: 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; travel and field support. All engineering services will be complete within the 24 months after the Date of Contract Award. If ordered by the government the Contractor shall prepare a monthly management report that contains, at a minimum, the following:

- 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.

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#### CLAUSES INCORPORATED BY REFERENCE

52.246-23                      Limitation Of Liability

FEB 1997

#### CLAUSES INCORPORATED BY FULL TEXT

ITEM(S) 0002- ENGINEERING SERVICES (NAVSEA) (APR 2004)

(a) The Contractor shall furnish the services of qualified engineer(s) to:

(1) Assist in planning, installation, testing, checkout, adjustment, operation, disassembly, and repair of seven (7) Dismounted CREW Spiral 3.1 Systems; and

(2) Perform on-the-job instruction and training of Navy personnel (military and/or civilian). (Not applicable to SCN funded items).

(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 TBD, PMS 408.

(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.

#### CLAUSES INCORPORATED BY FULL TEXT

#### ITEM(S) 0009 - ENGINEERING SERVICES (NAVSEA) (APR 2004)

(a) The Contractor shall furnish the services of qualified engineer(s) to:

(1) Assist in planning, installation, testing, checkout, adjustment, operation, disassembly, and repair of seven (7) Mounted CREW Spiral 3.2 Systems; and

(2) Perform on-the-job instruction and training of Navy personnel (military and/or civilian). (Not applicable to SCN funded items).

(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 TBD, PMS 408.

(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 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.

ITEM(S) 0007AA and 0007AB - SUPPORT FOR ENGINEERING SERVICES (NAVSEA) (JUN 1992)

(a) The Contractor shall be reimbursed for its reasonable actual subsistence and transportation costs incurred in the performance of the related engineering services item(s) in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

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

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

ITEM(S) 0014AA and 0014AB - SUPPORT FOR ENGINEERING SERVICES (NAVSEA) (JUN 1992)

- (a) The Contractor shall be reimbursed for its reasonable actual subsistence and transportation costs incurred in the performance of the related engineering services item(s) in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Overtime shall be performed as required by the using activity and to the extent authorized by the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.
- (c) The maximum liability of the Government for each support item shall not exceed the estimated amount set forth in the Schedule. If, at any time, the Contractor has reason to believe that the costs it expects to incur in the performance of each support item in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent [REDACTED] of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to believe that the costs to the Government for the full performance of each support item will be greater than or substantially less than the amount set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of such costs for the performance of said item. The Contracting Officer may, upon receipt of such notice or whenever the Contracting Officer considers it necessary, increase or further increase the total estimated amount for the performance of each support item. When and to the extent the estimated amount for a support item has been so increased, any amounts expended or incurred by the Contractor for performance in excess of the estimated amount therefor prior to the increase, shall be paid or reimbursed to the same extent as if expended or incurred after the increase.

#### 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

Supplies shall be prepared for delivery in accordance with best commercial practices. 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.

### CLAUSES INCORPORATED BY FULL TEXT

#### 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:

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(Name of Individual Sponsor)

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(Name of Requiring Activity)

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(City and State)

**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.

**CLAUSES INCORPORATED BY FULL TEXT**

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.

## Section E - Inspection and Acceptance

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001*	DESTINATION	Government	DESTINATION	Government
0001AA*	DESTINATION	Government	DESTINATION	Government
0001AB*	DESTINATION	Government	DESTINATION	Government
0002	DESTINATION	Government	DESTINATION	Government
0003	SOURCE	Government	DESTINATION	Government
0004	DESTINATION	Government	DESTINATION	Government
0005	DESTINATION	Government	DESTINATION	Government
0006	DESTINATION	Government	DESTINATION	Government
0006AA	DESTINATION	Government	DESTINATION	Government
0006AB	DESTINATION	Government	DESTINATION	Government
0007	DESTINATION	Government	DESTINATION	Government
0007AA	DESTINATION	Government	DESTINATION	Government
0007AB	DESTINATION	Government	DESTINATION	Government
0008**	DESTINATION	Government	DESTINATION	Government
0008AA**	DESTINATION	Government	DESTINATION	Government
0008AB**	DESTINATION	Government	DESTINATION	Government
0009	DESTINATION	Government	DESTINATION	Government
0010	SOURCE	Government	DESTINATION	Government
0011	DESTINATION	Government	DESTINATION	Government
0012	DESTINATION	Government	DESTINATION	Government
0013	DESTINATION	Government	DESTINATION	Government
0013AA	DESTINATION	Government	DESTINATION	Government
0013AB	DESTINATION	Government	DESTINATION	Government
0014	DESTINATION	Government	DESTINATION	Government
0014AA	DESTINATION	Government	DESTINATION	Government
0014AB	DESTINATION	Government	DESTINATION	Government

**NOTES:**

**\* CLIN 0001, 0001AA, 0001AB – Final acceptance of the seven (7) test systems will occur after the third test cycle. At that time, the Government will decide whether or not to accept the systems in the condition they are in after the third test cycle or in accordance with Section 3.18 of the SOW.**

**\*\* CLIN 0008, 0008AA, 0008AB – Final acceptance of the seven (7) test systems will occur after the third test cycle. At that time, the Government will decide whether or not to accept the systems in the condition they are in after the third test cycle or in accordance with Section 10.20 of the SOW.**

## CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

Item(s) 0001, 0001AA, 0001AB, 0002, 0004, 0006, 0006AA, 0006AB, 0007, 0007AA, 0007AB, 0008, 0008AA, 0008AB, 0009, 0011, 0013, 0013AA, 0013AB, 0014, 0014AA and 0014AB - Inspection and acceptance shall be made at destination by a representative of the Government.

CLAUSES INCORPORATED BY FULL TEXT

Item(s) 0002 and 0009 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

CLAUSES INCORPORATED BY FULL TEXT

Item(s) 0003 and 0010 - Inspection and acceptance shall be made at source by a representative of the cognizant Contract Administration Office.

CLAUSES INCORPORATED BY FULL TEXT

Item(s) 0005 and 0012 - INSPECTION AND ACCEPTANCE OF DATA (NAVSEA) (SEP 1990)

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

Section F - Deliveries or Performance

<b>DELIVERY INFORMATION</b>				
<b>CLIN</b>	<b>DELIVERY DATE</b>	<b>QUANTITY</b>	<b>SHIP TO ADDRESS</b>	<b>UIC</b>
0001	<p>Delivery will be IAW Section 3.5 of the SOW.</p> <p>Shipping will be in accordance with Government TAC Code: N925.</p> <p><u>Note:</u> Final delivery of the seven (7) systems will be after the third test cycle to Naval EOD Technology Division (EODTECHDIV) 2008.</p>	7 Complete Working Test Systems	<p>NAVAL EOD TECHNOLOGY DIVISION 2008 Stump Neck Road, BLDG. 2195 Indian Head, MD 20640 Attn: Gordon Banks (301) 744-5136 gordon.banks@navy.mil DoDAAC: N42794</p> <p>Idaho National Laboratory CFA 601 Receiving Warehouse Scoville, ID 83415 Attn: Gordon Banks (301) 744-5136 gordon.banks@navy.mil DoDAAC: 894777</p> <p>Yuma Proving Grounds Fed Ex Station 3490 South Fortuna Ave Yuma, AZ 85365 Attn: Gordon Banks (301) 744-5136 gordon.banks@navy.mil DoDAAC: W9124R</p> <p>Ft. Monmouth US Army I2WD McAfee Ctr. Sherrill Ave. B-603 Warehouse Ft. Monmouth, NJ 07703 Attn: Gordon Banks (301) 744-5136 gordon.banks@navy.mil DoDAAC: W912CF</p> <p>Naval Surface Warfare Center Dahlgren Division 17320 Dahlgren Rd. Dahlgren, VA 22448-5100 Attn: Gordon Banks (301) 744-5136 gordon.banks@navy.mil DoDAAC: N00178</p> <p>Naval Air Warfare Center</p>	TBD

			<p>Weapons Division China Lake                  130 Easy Road Stop 3015, Bldg 32544                  China Lake, CA 93555-6109                  Attn: Gordon Banks                  (301) 744-5136                  gordon.banks@navy.mil                  DoDAAC: N40040</p> <p>Naval Air Systems Command (NAVAIR)                  48298 Shaw Road                  Pax River, MD 20670-5304                  Attn: Gordon Banks                  (301) 744-5136                  gordon.banks@navy.mil                  DoDAAC: N00421</p>	
0001A A	SAME AS ABOVE	SAME AS ABOVE	SAME AS ABOVE	
0001AB	SAME AS ABOVE	SAME AS ABOVE	SAME AS ABOVE	
0002	Delivery will be from Date of Contract Award (DCA) through 18 months in accordance with any TIs issued.	N/A	Delivery will be from Date of Contract Award (DCA) through 18 months in accordance with any TIs issued.	TBD
0003	Delivery shall be at the location of the system/equipment requiring repair and in accordance with the time requirements set forth in Section 3.3 and 3.4 of the SOW. Repairs may be completed on site at the appropriate test site or at the contractor's facility. The seven (7) potential test sites are listed in the "SHIP TO ADDRESS" column.	N/A	<p>NAVAL EOD TECHNOLOGY DIVISION                  2008 Stump Neck Road, BLDG. 2195                  Indian Head, MD 20640                  Attn: Gordon Banks                  (301) 744-5136                  gordon.banks@navy.mil                  DoDAAC: N42794</p> <p>Idaho National Laboratory                  CFA 601 Receiving Warehouse                  Scoville, ID 83415                  Attn: Gordon Banks                  (301) 744-5136                  gordon.banks@navy.mil                  DoDAAC: 894777</p> <p>Yuma Proving Grounds                  Fed Ex Station                  3490 South Fortuna Ave                  Yuma, AZ 85365                  Attn: Gordon Banks                  (301) 744-5136                  gordon.banks@navy.mil                  DoDAAC: W9124R</p>	TBD

			<p>Ft. Monmouth  US Army  I2WD McAfee Ctr.  Sherrill Ave. B-603 Warehouse  Ft. Monmouth, NJ 07703  Attn: Gordon Banks  (301) 744-5136  gordon.banks@navy.mil  DoDAAC: W912CF</p> <p>Naval Surface Warfare Center  Dahlgren Division  17320 Dahlgren Rd.  Dahlgren, VA 22448-5100  Attn: Gordon Banks  (301) 744-5136  gordon.banks@navy.mil  DoDAAC: N00178</p> <p>Naval Air Warfare Center  Weapons Division China Lake  130 Easy Road Stop 3015, Bldg 32544  China Lake, CA 93555-6109  Attn: Gordon Banks  (301) 744-5136  gordon.banks@navy.mil  DoDAAC: N40040</p> <p>Naval Air Systems Command (NAVAIR)  48298 Shaw Road  Pax River, MD 20670-5304  Attn: Gordon Banks  (301) 744-5136  gordon.banks@navy.mil  DoDAAC: N00421</p>	



0004	<p>Delivery shall be at the location of the system/equipment requiring repair and in accordance with the time requirements set forth in Section 3.3 and 3.4 of the SOW. Repairs may be completed on site at the appropriate test site or at the contractor's facility. The seven (7) potential test sites are listed in the "SHIP TO ADDRESS" column.</p>	N/A	Same as above.	TBD
0005	IAW DD 1423 - CDRLS	IAW DD1423-CDRLS	IAW DD 1423 - CDRLS	TBD
0006	<p>Training session shall be conducted on dates determined by the Government but may shift locations due to facility and range availability, and may include multiple training sessions per day. The four (4) potential training locations are listed in the "SHIP TO ADDRESS" column.</p>	N/A	<p>Yuma Proving Grounds                      Fed Ex Station                      3490 South Fortuna Ave                      Yuma, AZ 85365                      Attn: Gordon Banks                      (301) 744-5136                      gordon.banks@navy.mil                      DoDAAC: W9124R</p> <p>Ft. Monmouth                      US Army                      I2WD McAfee Ctr.                      Sherrill Ave. B-603 Warehouse                      Ft. Monmouth, NJ 07703                      Attn: Gordon Banks                      (301) 744-5136                      gordon.banks@navy.mil                      DoDAAC: W912CF</p> <p>Naval Air Warfare Center                      Weapons Division China Lake                      130 Easy Road Stop 3015, Bldg 32544                      China Lake, CA 93555-6109                      Attn: Gordon Banks                      (301) 744-5136                      gordon.banks@navy.mil                      DoDAAC: N40040</p> <p>Naval Air Systems Command (NAVAIR)                      48298 Shaw Road                      Pax River, MD 20670-5304</p>	TBD

			Attn: Gordon Banks (301) 744-5136 gordon.banks@navy.mil DoDAAC: N00421	
0006A A	SAME AS ABOVE	SAME AS ABOVE	SAME AS ABOVE	
0006AB	SAME AS ABOVE	SAME AS ABOVE	SAME AS ABOVE	
0007	SEE SLINS 0007AA & 0007AB	N/A	SEE SLINS 0007AA & 0007AB	
0007A A	IAW Sections 3.3, 3.4, 3.5, and 3.19 of the SOW.	N/A	<p>NAVAL EOD TECHNOLOGY DIVISION 2008 Stump Neck Road, BLDG. 2195 Indian Head, MD 20640 Attn: Gordon Banks (301) 744-5136 gordon.banks@navy.mil DoDAAC: N42794</p> <p>Idaho National Laboratory CFA 601 Receiving Warehouse Scoville, ID 83415 Attn: Gordon Banks (301) 744-5136 gordon.banks@navy.mil DoDAAC: 894777</p> <p>Yuma Proving Grounds Fed Ex Station 3490 South Fortuna Ave Yuma, AZ 85365 Attn: Gordon Banks (301) 744-5136 gordon.banks@navy.mil DoDAAC: W9124R</p> <p>Ft. Monmouth US Army I2WD McAfee Ctr. Sherrill Ave. B-603 Warehouse Ft. Monmouth, NJ 07703 Attn: Gordon Banks (301) 744-5136 gordon.banks@navy.mil DoDAAC: W912CF</p> <p>Naval Surface Warfare Center Dahlgren Division 17320 Dahlgren Rd. Dahlgren, VA 22448-5100 Attn: Gordon Banks (301) 744-5136</p>	TBD

			<p>gordon.banks@navy.mil DoDAAC: N00178</p> <p>Naval Air Warfare Center Weapons Division China Lake 130 Easy Road Stop 3015, Bldg 32544 China Lake, CA 93555-6109 Attn: Gordon Banks (301) 744-5136 gordon.banks@navy.mil DoDAAC: N40040</p> <p>Naval Air Systems Command (NAVAIR) 48298 Shaw Road Pax River, MD 20670-5304 Attn: Gordon Banks (301) 744-5136 gordon.banks@navy.mil DoDAAC: N00421</p>	
0007AB	IAW Sections 3.7 and 3.19 of the SOW.	N/A	<p>Yuma Proving Grounds Fed Ex Station 3490 South Fortuna Ave Yuma, AZ 85365 Attn: Gordon Banks (301) 744-5136 gordon.banks@navy.mil DoDAAC: W9124R</p> <p>Ft. Monmouth US Army I2WD McAfee Ctr. Sherrill Ave. B-603 Warehouse Ft. Monmouth, NJ 07703 Attn: Gordon Banks (301) 744-5136 gordon.banks@navy.mil DoDAAC: W912CF</p> <p>Naval Air Warfare Center Weapons Division China Lake 130 Easy Road Stop 3015, Bldg 32544 China Lake, CA 93555-6109 Attn: Gordon Banks (301) 744-5136 gordon.banks@navy.mil DoDAAC: N40040</p> <p>Naval Air Systems Command (NAVAIR) 48298 Shaw Road Pax River, MD 20670-5304 Attn: Gordon Banks (301) 744-5136</p>	

			gordon.banks@navy.mil DoDAAC: N00421	
0008	<p>Delivery will be IAW Section 10.5 of the SOW.</p> <p>Shipping will be in accordance with Government TAC Code: N925.</p> <p><u>Note:</u> Final delivery of the seven (7) systems will be after the third test cycle to Naval EOD Technology Division (EODTECHDIV) 2008.</p>	7 Complete Working Test Systems	<p>NAVAL EOD TECHNOLOGY DIVISION 2008 Stump Neck Road, BLDG. 2195 Indian Head, MD 20640 Attn: Steve Martin (540) 653-6446 stephen.j.martin@navy.mil DoDAAC: N42794</p> <p>Idaho National Laboratory CFA 601 Receiving Warehouse Scoville, ID 83415 Attn: Steve Martin (540) 653-6446 stephen.j.martin@navy.mil DoDAAC: 894777</p> <p>Yuma Proving Grounds Fed Ex Station 3490 South Fortuna Ave Yuma, AZ 85365 Attn: Steve Martin (540) 653-6446 stephen.j.martin@navy.mil DoDAAC: W9124R</p> <p>Ft. Monmouth US Army I2WD McAfee Ctr. Sherrill Ave. B-603 Warehouse Ft. Monmouth, NJ 07703 Attn: Steve Martin (540) 653-6446 stephen.j.martin@navy.mil DoDAAC: W912CF</p> <p>Naval Surface Warfare Center Dahlgren Division 17320 Dahlgren Rd. Dahlgren, VA 22448-5100 Attn: Steve Martin (540) 653-6446 stephen.j.martin@navy.mil DoDAAC: N00178</p> <p>Naval Air Warfare Center Weapons Division China Lake 130 Easy Road Stop 3015, Bldg 32544 China Lake, CA 93555-6109 Attn: Steve Martin (540) 653-6446 stephen.j.martin@navy.mil</p>	TBD

			<p>DoDAAC: N40040</p> <p>Naval Air Systems Command (NAVAIR)  48298 Shaw Road  Pax River, MD 20670-5304  Attn: Steve Martin  (540) 653-6446  stephen.j.martin@navy.mil  DoDAAC: N00421</p>	
0008A A	SAME AS ABOVE	SAME AS ABOVE	SAME AS ABOVE	
0008AB	SAME AS ABOVE	SAME AS ABOVE	SAME AS ABOVE	
0009	Delivery will be from Date of Contract Award (DCA) through 24 months in accordance with any TIs issued.	N/A	Delivery will be from Date of Contract Award (DCA) through 24 months in accordance with any TIs issued.	TBD
0010	Delivery shall be at the location of the system/equipment requiring repair and in accordance with the time requirements set forth in Section 10.3 and 10.4 of the SOW. Repairs may be completed on site at the appropriate test site or at the contractor's facility. The seven (7) potential test sites are listed in the "SHIP TO ADDRESS" column.	N/A	<p>NAVAL EOD TECHNOLOGY DIVISION  2008 Stump Neck Road, BLDG. 2195  Indian Head, MD 20640  Attn: Steve Martin  (540) 653-6446  stephen.j.martin@navy.mil  DoDAAC: N42794</p> <p>Idaho National Laboratory  CFA 601 Receiving Warehouse  Scoville, ID 83415  Attn: Steve Martin  (540) 653-6446  stephen.j.martin@navy.mil  DoDAAC: 894777</p> <p>Yuma Proving Grounds  Fed Ex Station  3490 South Fortuna Ave  Yuma, AZ 85365  Attn: Steve Martin  (540) 653-6446  stephen.j.martin@navy.mil  DoDAAC: W9124R</p> <p>Ft. Monmouth  US Army  I2WD McAfee Ctr.  Sherrill Ave. B-603 Warehouse  Ft. Monmouth, NJ 07703  Attn: Steve Martin  (540) 653-6446</p>	TBD

			<p>stephen.j.martin@navy.mil DoDAAC: W912CF</p> <p>Naval Surface Warfare Center Dahlgren Division 17320 Dahlgren Rd. Dahlgren, VA 22448-5100 Attn: Steve Martin (540) 653-6446 stephen.j.martin@navy.mil DoDAAC: N00178</p> <p>Naval Air Warfare Center Weapons Division China Lake 130 Easy Road Stop 3015, Bldg 32544 China Lake, CA 93555-6109 Attn: Steve Martin (540) 653-6446 stephen.j.martin@navy.mil DoDAAC: N40040</p> <p>Naval Air Systems Command (NAVAIR) 48298 Shaw Road Pax River, MD 20670-5304 Attn: Steve Martin (540) 653-6446 stephen.j.martin@navy.mil DoDAAC: N00421</p>	
0011	Delivery shall be at the location of the system/equipment requiring repair and in accordance with the time requirements set forth in Section 10.3 and 10.4 of the SOW. Repairs may be completed on site at the appropriate test site or at the contractor’s facility. The seven (7) potential test sites are listed in the “SHIP TO ADDRESS” column.	N/A	Same as above.	TBD
0012	IAW DD 1423 - CDRLS	IAW DD1423-CDRLS	IAW DD 1423 - CDRLS	TBD
0013	Training session shall be conducted on dates determined by the Government but may shift locations due to facility and range availability, and may include multiple training sessions per day. The four (4) potential training locations are listed in the “SHIP TO ADDRESS” column.	N/A	<p>Yuma Proving Grounds Fed Ex Station 3490 South Fortuna Ave Yuma, AZ 85365 Attn: Steve Martin (540) 653-6446 stephen.j.martin@navy.mil DoDAAC: W9124R</p> <p>Ft. Monmouth</p>	TBD

			<p>US Army I2WD McAfee Ctr. Sherrill Ave. B-603 Warehouse Ft. Monmouth, NJ 07703 Attn: Steve Martin (540) 653-6446 stephen.j.martin@navy.mil DoDAAC: W912CF</p> <p>Naval Air Warfare Center Weapons Division China Lake 130 Easy Road Stop 3015, Bldg 32544 China Lake, CA 93555-6109 Attn: Steve Martin (540) 653-6446 stephen.j.martin@navy.mil DoDAAC: N40040</p> <p>Naval Air Systems Command (NAVAIR) 48298 Shaw Road Pax River, MD 20670-5304 Attn: Steve Martin (540) 653-6446 stephen.j.martin@navy.mil DoDAAC: N00421</p>	
0013A A	SAME AS ABOVE	SAME AS ABOVE	SAME AS ABOVE	
0013AB	SAME AS ABOVE	SAME AS ABOVE	SAME AS ABOVE	
0014	SEE SLINS 0014AA & 0014AB	N/A	SEE SLINS 0014AA & 0014AB	
0014A A	IAW Sections 10.3, 10.4, 10.5, and 10.21 of the SOW.	N/A	<p>NAVAL EOD TECHNOLOGY DIVISION 2008 Stump Neck Road, BLDG. 2195 Indian Head, MD 20640 Attn: Steve Martin (540) 653-6446 stephen.j.martin@navy.mil DoDAAC: N42794</p> <p>Idaho National Laboratory CFA 601 Receiving Warehouse Scoville, ID 83415 Attn: Steve Martin (540) 653-6446 stephen.j.martin@navy.mil DoDAAC: 894777</p> <p>Yuma Proving Grounds Fed Ex Station 3490 South Fortuna Ave Yuma, AZ 85365</p>	TBD

			<p>Attn: Steve Martin  (540) 653-6446  stephen.j.martin@navy.mil  DoDAAC: W9124R</p> <p>Ft. Monmouth  US Army  I2WD McAfee Ctr.  Sherrill Ave. B-603 Warehouse  Ft. Monmouth, NJ 07703  Attn: Steve Martin  (540) 653-6446  stephen.j.martin@navy.mil  DoDAAC: W912CF</p> <p>Naval Surface Warfare Center  Dahlgren Division  17320 Dahlgren Rd.  Dahlgren, VA 22448-5100  Attn: Steve Martin  (540) 653-6446  stephen.j.martin@navy.mil  DoDAAC: N00178</p> <p>Naval Air Warfare Center  Weapons Division China Lake  130 Easy Road Stop 3015, Bldg 32544  China Lake, CA 93555-6109  Attn: Steve Martin  (540) 653-6446  stephen.j.martin@navy.mil  DoDAAC: N40040</p> <p>Naval Air Systems Command (NAVAIR)  48298 Shaw Road  Pax River, MD 20670-5304  Attn: Steve Martin  (540) 653-6446  stephen.j.martin@navy.mil  DoDAAC: N00421</p>	
0014AB	IAW Sections 10.7 and 10.21 of the SOW.	N/A	<p>Yuma Proving Grounds  Fed Ex Station  3490 South Fortuna Ave  Yuma, AZ 85365  Attn: Steve Martin  (540) 653-6446  stephen.j.martin@navy.mil  DoDAAC: W9124R</p> <p>Ft. Monmouth  US Army  I2WD McAfee Ctr.</p>	



			<p>Sherrill Ave. B-603 Warehouse Ft. Monmouth, NJ 07703 Attn: Steve Martin (540) 653-6446 stephen.j.martin@navy.mil DoDAAC: W912CF</p> <p>Naval Air Warfare Center Weapons Division China Lake 130 Easy Road Stop 3015, Bldg 32544 China Lake, CA 93555-6109 Attn: Steve Martin (540) 653-6446 stephen.j.martin@navy.mil DoDAAC: N40040</p> <p>Naval Air Systems Command (NAVAIR) 48298 Shaw Road Pax River, MD 20670-5304 Attn: Steve Martin (540) 653-6446 stephen.j.martin@navy.mil DoDAAC: N00421</p>	
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## CLAUSES INCORPORATED BY REFERENCE

52.211-8 Alt I	Time of Delivery (June 1997) Alternate I	APR 1984
52.211-9	Desired and Required Time of Delivery	JUN 1997
52.211-16	Variation In Quantity	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
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

## CLAUSES INCORPORATED BY FULL TEXT

Item(s) 0002 - Engineering services shall be performed within 18 months after Date of Contract Award (DCA). 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.

Item(s) 0009 - Engineering services shall be performed within 24 months after Date of Contract Award (DCA). 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.

Item(s) 0005 and 0012 - All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

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>
0002	DCA	18 months after DCA
0009	DCA	24 months after DCA

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)

All supplies hereunder 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

**CREW SPIRAL 3.1**

**CONTRACTING OFFICER'S  
REPRESENTATIVE:**

ATTN: PETER DEMBSKI  
NAVEODTECHDIV  
2008 STUMP NECK ROAD  
INDIAN HEAD, MD 20640  
Telephone No. (301) 744-5165  
Email Address: peter.dembski@navy.mil

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

**CREW SPIRAL 3.2**

**CONTRACTING OFFICER'S  
REPRESENTATIVE:**

ATTN: MARGARET NEEL  
NSWC DAHLGREN DIVISION  
17320 DAHLGREN ROAD  
DAHLGREN, VA 22448  
Telephone No. (540) 653-8021  
Email Address: margaret.neel@navy.mil

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

**CREW SPIRAL 3.1 & 3.2**

**PURCHASING OFFICE  
REPRESENTATIVE:**

COMMANDER  
ATTN: MARYANN KEYSER  
NAVAL SEA SYSTEMS COMMAND 02636  
1333 ISAAC HULL AVENUE SE STOP 2050  
WASHINGTON NAVY YARD DC 20376 -2040  
Telephone No. 202-781-2906  
Fax No. 202-781-4654  
Email Address: maryann.keyser@navy.mil

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.

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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) (JUN 2007)

(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 or 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 contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

(e)

#### Type of Document

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

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Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	<u>N00024</u>
Admin DODAAC	<u>S0545A</u>
Pay Office DODAAC	<u>HQ0339</u>
Inspector DODAAC	<u>N00178</u>
Service Acceptor DODAAC	<u>S0545A</u>
Service Approver DODAAC	<u> </u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>HAAA070</u>
LPO DODAAC	<u> </u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

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:
<b>jeffrey.beard@navy.mil</b>
<b>Owens.burns@navy.mil</b>

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS's WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) 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](mailto:margaret.morgan@navy.mil).

## 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2007)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dod.mil/dfas/contractorpay/electroniccommerce.html>.

(4) Another electronic form authorized by the Contracting Officer.

(c) The Contractor may submit a payment request in non-electronic form only when--

(1) DoD is unable to receive a payment request in electronic form; or

(2) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)



## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

- (a) DEPARTMENT means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

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

Item(s) 0002 (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 7,500 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 40 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

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

Item(s) 0009 (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 40 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

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 5252.232-9104 ALLOTMENT OF FUNDS - ALTERNATE I (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amounts presently available and allotted to this contract for payment of base fee, if any, and award fee are set forth below. Base fee amount is subject to the clause entitled "FIXED FEE" (FAR 52.216-8). Award fee amount is subject to the requirements delineated in . The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u> \$	<u>ALLOTED TO FEE</u> \$	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
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(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

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

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

## NAVSEA 5252.242-9115 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

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-3	Taxpayer Identification	OCT 1998
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.214-5	Submission Of Bids	MAR 1997
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
52.215-16	Facilities Capital Cost of Money	JUN 2003
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
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	SEP 2006
52.219-9 Alt II	Small Business Subcontracting Plan (Sep 2006) 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
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006

52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.222-50	Combating Trafficking in Persons	APR 2006
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
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
52.228-5	Insurance - Work On A Government Installation	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
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 2003
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
52.232-25	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
52.243-6	Change Order Accounting	APR 1984



52.244-5	Competition In Subcontracting	DEC 1996
52.245-5 Dev	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation	MAY 2004
52.245-9	Use And Charges	AUG 2005
52.245-18	Special Test Equipment	FEB 1993
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
52.246-16	Responsibility For Supplies	APR 1984
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
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
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
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 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
252.222-7001	Right Of First Refusal Of Employment--Closure of Military Installations	APR 1993
252.223-7004	Drug Free Work Force	SEP 1988
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	OCT 2006
252.225-7014 Alt I	Preference for Domestic Specialty Metals Alternate I (Deviation 2006-O0004)	APR 2003
252.225-7021	Trade Agreements	OCT 2006
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005

252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	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 of the Use or Disclosure of Government	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
252.228-7003	Capture and Detention	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.232-7010	Levies on Contract Payments	SEP 2005
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
252.245-7001	Reports Of Government Property	MAY 1994
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

#### CLAUSES INCORPORATED BY FULL TEXT

##### 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)

(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.

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>ITEMS</u>	<u>LATEST OPTION EXERCISE DATE</u>
0001AB	11 months after Date of Contract Award (DCA)
0003	11 months after DCA
0004	11 months after DCA
0006AB	11 months after DCA
0008AB	13 months after DCA
0010	13 months after DCA
0011	13 months after DCA
0013AB	13 months after DCA

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-  
DESIGNATED PRODUCTS (AUG 2000)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to Commanding Officer, Naval Facilities Engineering Service Center, Code 424CA, 1100 23<sup>rd</sup> Ave., Port Hueneme, CA 93043-4370.

(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 10 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 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 clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 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 [REDACTED] or more; and

(ii) The following items for which the Government's unit acquisition cost is less than [REDACTED]

Contract line, subline, or exhibit line

item No.                      Item description:

(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, subtitle, 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)

252.215-7003 EXCESSIVE PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT (APR 2007)

(a) *Definition.* “Excessive pass-through charge,” as used in this provision, is defined in the clause of this solicitation entitled “Excessive Pass-Through Charges” (DFARS 252.215-7004).

(b) *General.* The offeror’s proposal shall exclude excessive pass-through charges.

(c) *Performance of work by the Contractor or a subcontractor.*

(1) The offeror shall identify in its proposal the percent of effort it intends to perform, and the percent expected to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal—

(i) The amount of the offeror’s indirect costs and profit applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the value added by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal—

(i) The amount of the subcontractor’s indirect costs and profit applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

252.215-7004 EXCESSIVE PASS-THROUGH CHARGES (APR 2007)

(a) *Definitions.* As used in this clause—

“Excessive pass-through charge,” with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit on work performed by a subcontractor (other than charges for the costs of managing subcontracts and applicable indirect costs and profit based on such costs).

“No or negligible value” means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added substantive value to the contract or subcontract in accomplishing the work performed under the contract.

(b) *General.* The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) *Performance of work by the Contractor or a subcontractor.*

(1) If the Contractor changes the amount of subcontract effort identified in its proposal such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the Contractor shall provide the Contracting Officer with a description of the value added by the Contractor as related to the subcontract effort.

(2) If any subcontractor identified in the proposal changes the amount of lower-tier subcontractor effort such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract, the Contractor shall provide the Contracting Officer with a description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(3) If any subcontractor not identified in the proposal subcontracts to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the Contractor shall provide the Contracting Officer with a description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(d) *Recovery of excessive pass-through charges.* If the Contracting Officer determines that excessive pass-through charges exist—

(1) For fixed-price contracts, the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price; and

(2) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in Subpart 31.2 of the Federal Acquisition Regulation (FAR) and Subpart 231.2 of the Defense FAR Supplement.

(e) *Access to records.*

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor’s records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor’s records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) *Flowdown.* The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract, except for—

(1) Firm-fixed-price subcontracts awarded on the basis of adequate price competition;



(2) Fixed-price subcontracts with economic price adjustment, awarded on the basis of adequate price competition;

(3) Firm-fixed-price subcontracts for the acquisition of a commercial item; or

(4) Fixed-price subcontracts with economic price adjustment, for the acquisition of a commercial item.

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)

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

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at [http://guidebook.dcm.mil/20/guidebook\\_process.htm](http://guidebook.dcm.mil/20/guidebook_process.htm) (paragraph 4.2).

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

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

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

(Offeror insert information for each SPI process)

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

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

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

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

\_\_\_\_\_

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

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(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
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(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)

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

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

LIST OF EXHIBITS

- A. CREW 3.1 Contract Data Requirements Lists (CDRLs) (A001 – A017, A035, A037, A038, & A040)
- B. CREW 3.2 Contract Data Requirements Lists (CDRLs) (A018 – A034, A036, A039, & A041)

LIST OF DOCUMENTS AND ATTACHMENTS

- (1) Contract Security Classification Specification, DD Form 254, 30 November 2007
- (2) CREW 3.1 Test Schedule
- (3) CREW 3.2 Test Schedule
- (4) Classified Specifications for Spiral 3.1 Dismounted CREW System
- (5) Classified Specifications for Spiral 3.2 Mounted CREW System
- (6) Classified Test Protocols
- (7) Technical Data Rights DFARs Clause 252.227-7017 List
- (8) Small Business Subcontracting Plan
- (9) Financial Accounting Data Sheet (FADS)
- (10) Contract Distribution List