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SECTION B - SUPPLIES OR SERVICES AND PRICES/COST

Item Supplies/Services

BASE YEAR

0003

0001 Command Support

0001AA Command Support (O&MN funding)

0001AB Command Support (R&D funding)

0002 AEGIS Training Unit Support (O&MN funding)

Data for Items 0001 and 0002 and (if Options are exercised) Items 0004 through 0011. (See DD Form 1423, Exhibit "A", attached

hereto). [Not Separately Priced. Cost and fee included in the

estimated amount of Items 0001 and 0002 and (if options are exercised) Items 0004 through 0011.]

OPTION I (Year 1)

0004 Command Support

0004AA Command Support (O&MN funding)

0004AB Command Support (R&D funding)

0005 AEGIS Training Unit Support (O&MN funding)

OPTION II (Year 2)

0006 Command Support

0006AA Command Support (O4MN funding)

0006AB Command Support (R&D funding)

0007 AEGIS Training Unit Support (O&MN funding)

OPTION III (Year 3)

8000 Command Support

0008AA Command Support (O&MN funding)

0008AB Command Support (R&D funding)

0009 AEGIS Training Unit Support (O4MN funding)

OPTION IV (Year 4)

0010 Command Support

0010AA Command Support (O&MN funding)

0010AB Command Support (R&D funding)

0011 AEGIS Training Unit Support (O&MN funding)

NOTE A - Option item 0004, 0005, 0006, 0007, 0008, 0009, 0010, and 0011, to which FAR 52.217-9 "OPTION TO EXTEND THE TERM OF THE CONTRACT" (MAR 1989) (NAVSEA VARIATION) (FEB 1994) in SECTION I-2 applies, and which is to be supplied only if, and to the extent, said option is exercised.

OFFEROR FILL IN DOLLAR AMOUNTS - WHOLE NUMBERS ONLY (BE SURE NUMBERS MATCH COST BACKUP SPREADSHEETS)

BASE	YEAR

MASE YEA	R				-,
ITEM 0001AA 0001AB 0002 0003 TOTAL	ESTIMATE	COST	FIXED FEE*	TOTAL	MAN HOURS

OPTION	I -	(Year	1)	(See	None	
	7	-		1-44	MOTA	

	(ISAF 1) (See N	ote A)		
ITEM	ESTIMATED COST	FIXED		
0004AA		FEE.	TOTAL	
0004AB				MAN HOURS
0005		-		<u> </u>
TOTAL				
				

OPTION II - (Year 2) (See Note A)

	(rear 2)	(See	Note A)		
ITEM	ESTIMATED	COST	FIXED FEE*		
0006AA				TOTAL	MAN HOURS
0007					
TOTAL					
OPTION TO	•				

OPTION III - (Year 3) (See Note A)

	11 - (Year 3) (See	Note A)		
ITEM	ESTIMATED COST	FIXED		
UUUBAA	0031	FEE+	TOTAL	MAN HOURS
0008AB		†		TERE NOORS
TOTAL				

OPTION I	V - (Year 4) (See N	cte A)		
ITEM	ESTIMATED COST	FIXED FEE*		
0010AA 0010AB	51.00		TOTAL	MAN HOURS
0011				
TOTAL				

GRAND TOTAL (See Note A)

ITEMs 0001-		FIXED		
0011	ESTIMATED COST	FEE*	TOTAL	MAN HOURS
GRAND TOTAL				Jan Hooks

*See "PAYMENT OF FEE(S) (LEVEL OF EFFORT) (NAVSEA)" below.

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.

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.

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 percent 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) 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.

*To be filled in at time of contract award.

TRAVEL COSTS - ALTERNATE I (NAVSEA) (FEB 1994)

- (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. Travel at U.S. Military Installations where Government transportation is available or travel performed for personal convenience, including daily travel to and from work, shall not be reimbursed hereunder. Travel costs incurred in the replacement of personnel shall not be reimbursed by the Government when such replacement is accomplished for the Contractor's or employee's convenience.
- (c) The Contractor shall not be reimbursed for:
- (i) relocation costs and travel costs incident to relocation as defined in FAR 31.205-35; and/or
 - (ii) daily local travel costs.

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

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the contract auditor at the following address: Mid-Atlantic Region Reston Branch Office, Defense Contract Audit Agency, Building 2, 3rd floor, 171 Elden Street, Suite 300, Herndon, VA 22070-4810 unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the Contracting Officer Representative (COR) identified in Section G. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.
- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order.

There shall be a lapse of no more than 60 calendar days between performance and submission of an interim payment invoice.

- (d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:
 - (1) Contract line item number (CLIN)
 - (2) Subline item number (SLIN)
 - (3) Accounting Classification Reference Number (ACRN)(4) Payment terms

 - (5) Procuring activity
 - (6) Date supplies provided or services performed
 - (7) Costs incurred and allowable under the contract
 - (8) Vessel (e.g., ship, submarine or other craft) or system which supply/service is provided.
- (e) A DD Form 250, "Material Inspection and Receiving Report",
 - [] is required with each invoice submittal.
 - [] is required only with final invoice.
 - [X] is not required.
- (f) A Certificate of Performance
 - [] shall be provided with each invoice submittal.
 - [X] is not required.
- (g) The Contractor's final invoice shall be identified as such, and shall list . , all other invoices (if any) previously tendered under this contract.
 - (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.
 - * To be filled in at the time of award.

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

The AEGIS Combat Systems Center (ACSC) at Wallops Island, Virginia, has been established to support the AEGIS fleet of cruisers and destroyers. ACSC operates a unique Combat System Arrangement which permits the conduct of engineering and training operations, 24 hours a day, 7 days a week in support of the AEGIS fleet. Typically, ACSC supports users 16 hours a day, 5 days a week and occasionally adjusts work schedules to shift operational times in order to support certain specific requirements. The contractor shall, infrequently, be required to shift work schedules to support emergent requirements.

ACSC's unique Combat Systems' architectural configuration provide for simultaneous, multi-combat system Baseline operations interfacing with non-AEGIS equipment. This combat system architecture has a planned mission growth that drives an increase in its complexity. This complexity permits ACSC flexibility for responding to a multitude of User needs. ACSC Users are defined in AEGIS Instruction (AEGISINST) 5450.1 series: Naval Surface Warfare Center (NSWC) Dahlgren Division for Lifetime Support Engineering functions, NSWC Port Hueneme Division for In Service Engineering functions, AEGIS Training Center for training functions, and private and government laboratories for Research and Development

functions. The unique Combat Systems architecture is defined in the "ACSC User Guide".

ACSC is a tenant of NASA Goddard Space Flight Center; the relationship is defined in a Host Tenant Agreement. ACSC operates buildings and/or equipment on the Main Base, the Mainland and on Wallops Island. The major facilities of ACSC are separated by 10 miles of public roadway.

In the performance of this contract, the contractor shall be required to deliver material at various ACSC locations, every federal workday. Delivery shall be made in contractor furnished vehicle. This vehicle shall be enclosed and the size shall be large enough to transport a four foot wide by four foot deep by four foot high, 500 pound pallet. The contractor shall occasionally be required to provide this vehicle for emergency pickup/delivery of repair parts/supplies within a 200 mile radius of ACSC.

PART 1 - CONTRACT LINE ITEM DESCRIPTION

The contractor shall, in accordance with the requirements of this contract, provide Automated Information System Support (AIS), Management Support, Supply Support, Facilities Management Support, and Technical Information Support as described below:

ITEM(S) 0001 - COMMAND SUPPORT (and if options are exercised, Items 0004, 0006, 0008, and 0010)

1.0 AUTOMATED INFORMATION SYSTEM (AIS) SUPPORT. The use of technology must result in more effective and efficient methods for achieving the ACSC mission. Information Resource projects must reflect a disciplined approach for planning, execution and Life Cycle Management.

ACSC utilizes numerous AIS's. ACSC has several Local Area Networks (LANs) interconnected by the ACSC Wide Area Network (AWAN). These systems are described in the AWAN Plan. The networks support the sharing of information and computer equipment throughout ACSC and selected facilities. The AWAN is required to provide command-wide controlled access to specialized ACSC application programs; electronic transport of digital word processing, graphics, database, spread sheet, and AutoCAD files to PC's throughout ACSC; electronic mail; command and department level electronic calendars; command-wide access to selected external Navy and NASA computer systems; and controlled access into the AWAN by external computer systems, of both local and remote sites. In addition to the AWAN and the LANs, ACSC has stand alone AIS's for specialized efforts.

1.1 SYSTEMS ENGINEERING/COMPUTER ANALYSIS SUPPORT. The contractor shall perform system level analysis for the full range of ACSC non-tactical AIS requirements—equipment and programs—through all life cycle phases. The

languages/compilers compatible with ACSC assets. The contractor shall develop and maintain documentation on non-tactical programs to include user manuals and source code listings (to include program structure, variable and field definition and mapping, and all maintenance programming documentation). The contractor shall provide training in program operation. Development and execution shall include system security considerations, program back-up, and maintaining compatibility as ACSC requirements are upgraded.

- 1.3 NETWORK/AUTOMATED INFORMATION SYSTEMS (AIS) SUPPORT. The contractor shall provide analysis, design, installation, maintenance, repair and documentation for the AWAN and all ACSC LANs. The contractor shall provide full Systems Integration for all ACSC non-tactical AIS. The contractor shall provide technical/administrative support for the effective and efficient administration and management of the AWAN and LAN. The contractor shall develop and maintain cable plans for new networks as well as modifications to existing networks. The contractor shall provide labor and tools to perform minor cable installation as required by configuration changes to the network. The contractor shall provide training in AWAN/LAN operations/applications. The contractor shall perform installation, maintenance, and repair services of AWAN, LAN and stand-alone AIS equipment and components. The contractor shall assist in maintaining and documenting Command hardware and software inventories. The contractor shall under this contract).
- 1.4 DATA/TELECOMMUNICATIONS SUPPORT. The contractor shall coordinate requirements for the business telephone system including voice and data transmissions. The contractor shall provide assistance in the planning and administration of Wide Area Network data communication requirements. The contractor shall provide assistance in tracking utilization of existing assets (including equipment and cables used and/or owned by ACSC) and in planning for future requirements. The contractor shall provide liaison with vendors and NASA on work requests to prevent delays in completing telephone service requirements. The contractor shall coordinate changes, additions, deletions and upgrades to the systems. The contractor shall maintain database for an automated telephone information management system. The contractor shall perform continuous inventory and maintain accurate listing of telephone assets, users and assignments. The contractor shall provide initial response to telephone problems. The contractor shall assist in development and delivery of telecommunications training.

2.0 MANAGEMENT SUPPORT.

- 2.1 PROJECT COORDINATION SUPPORT. Engineering Initiatives are defined as projects, in accordance with AEGISINST 3910.1 series. These projects are Research and Development activities which need to interact with the ACSC Combat Systems. Depending on the needs and parameters of the specific project, both technical and non-technical support may be required. An ACSC Project Coordinator is assigned to to the Project Coordination function.
- 2.1.1 TEST SUPPORT DEFINITION. The contractor shall participate in meetings, discussions, and communications with outside agencies in order to establish, define and refine technical and non-technical test support needs to accomplish the project goals. These communications may, among other things, include participation in video tele-conferences, sending and receiving facsimiles, sending and receiving electronic mail and similar communications and telephonic conversations. Examples of products required of the contractor include database maintenance, memoranda, point papers, and briefing materials.
- 2.1.2 PROJECT PLANNING. The contractor shall participate in meetings, discussions, and communications with ACSC components and other contributing organizations to support the development of an execution plan for each project.

The purpose of the execution plan is to coherently lay out all required project tasks so that the project objectives can be met in a cost effective manner. Examples of the products required of the contractor include meeting minutes, point papers, and draft plans.

- 2.1.3 PROJECT EXECUTION. The contractor shall support the execution of both technical and non-technical aspects of the project, participate in the determination of emergent test support needs and development of commensurate plans.
- 2.1.4 <u>POST EXECUTION PHASE</u>. The contractor shall survey project related visitors, ACSC staff and other organizations involved in the project to develop "Lessons Learned" and similar conclusions. The contractor shall incorporate the lessons learned into the planning and execution activities for other projects.
- 2.2 RESOURCE MANAGEMENT. ACSC has fiduciary responsibility mandated by Department of Defense (DoD), OPNAV, Secretary of the Navy, Navy Comptroller (NAVCOMPT) and NAVSEA fiscal instructions, to ensure proper administrative control and maintenance for at least seven years of Operation and Maintenance, Navy, Other Procurement, Navy, Shipbuilding and Conversion, Navy, Research, Development, Test and Evaluation, Navy, Family Housing, Navy, and Military Construction funds. The contractor shall provide administrative control support in the areas of budget formulation and assist in monitoring and reporting budget execution for the funds described above.
- 2.2.1 BUDGET FORMULATION. The contractor shall research ACSC appropriations' historical financial data files, perform statistical analysis, review spend rates, report findings to ACSC and assist ACSC in preparation of the Command's budget exhibits.
- 2.2.2 <u>BUDGET EXECUTION</u>. The contractor shall assist ACSC in recording, monitoring, and reporting budget execution via ACSC's Financial Information and Reporting System (FIRST). The contractor shall perform reconsiliations between information recorded in FIRST and information recorded in other financial accounting systems.
- 2.3 TECHNICAL WRITING AND PRESENTATION SUPPORT. The contractor shall assist ACSC personnel to develop, assemble, and produce technical materials as well as audio/visual presentations and graphics in support of all facets of ACSC.
- 2.3.1 TECHNICAL WRITING. The contractor shall produce draft ACSC documents and instructions. Various examples of these documents include: The Standard Organizational and Regulations Manual, Navy/NASA 5 Year Plan, Mini-Plan, User Guide, and Command Inspection Support Instruction. The contractor shall develop draft Standard Operating Procedures, plans and instructions, point papers, memos and other relevant documents and materials in support of ACSC management. The contractor shall assist ACSC personnel to develop and update personnel training guides to serve as an operating manual for various functions. An example might be to review and update the technical document and tape/disk pack vault operating instructions.
- 2.3.2 AUDIO VISUAL/GRAPHICS PRODUCTION AND MANAGEMENT. The contractor shall conduct research, develop, draft and generate viewgraphs, charts, maps and computer based slide presentations. All computer based presentations shall be compatible with ACSC equipment and programs (See Figure 5). Examples of work required by this paragraph are drafting: Command briefings, organizational charts, new baseline activation charts and operational plans. The contractor shall create and maintain with government owned equipment an ACSC audio visual library consisting of Command Welcome Aboard indoctrinations, telecommunication briefings, AIS user briefings, security briefings, and safety briefings. Examples

of media formats include viewgraphs, charts, photos, maps, 35 mm slides and videotapes.

2.4 MAIL ROOM OPERATIONS

The contractor shall operate the ACSC mail room. The contractor shall provide an individual with a SECRET clearance to perform these duties. The contractor shall be proficient in the operation of the Pitney Bowes Mail Metering Machine (or equivalent machinery) and associated peripheral equipment, including, but not limited to, printers and sorting equipment (GFE). The contractor shall maintain records of registered and certified official command mail, obtain signatures, and ensure chain of custody and integrity between designated delivery/receipt agents from government and commercial mail services. The contractor shall be knowledgeable of U.S. Postal Service Regulations, including, but not limited to, the Domestic Mail Manual, International Mail Manual, and Postal Bulletin. The contractor shall process all official outgoing mail and package/parcel delivery mail. The contractor shall receipt for all official mail from U.S.P.S. Post Office. Periodically, the contractor shall use a Government Furnished vehicle to pick-up or deliver items to the Wallops Island Branch Post Office or other specified local dispatch points. The contractor shall process command guard mail. The contractor shall maintain and safeguard command postal effects, including postal meter and command postage stamps. The contractor shall provide administrative services in the form of word processing, filing of postal operations reports, and postal instructions and regulations.

3.0 SUPPLY SUPPORT

- 3.1 ACSC provides full supply support in requisitioning, stocking, storing, issuing and disposing of materials and spare/repair parts. ACSC Supply Support offices are located in two separate buildings: (1) in Building V-20 where there is a 1200 sq. ft. storeroom and an office for the storage and immediate issue of tactical spare and repair parts and (2) in Building R-30 where there is an 8,000 sq. ft. warehouse and the main Supply Office. All supply functions that require Government decisions are performed by civil service or military personnel, however, the ACSC requires contractor support to assist the Government in performing other non-intrinsic government functions. The following efforts are required of contractor support:
- 3.1.1 MATERIAL IDENTIFICATION. The contractor shall provide information on identification of required material using various supply publications, catalogs, and computerized data bases (e.g. Hystack/Fedlog, etc.).
- 3.1.2 REQUISITION PROCESSING AND TECHNICAL SCREENING. The contractor shall review and screen all requisitions for completeness and accuracy in accordance with NAVSUP PUBS P-485 and P-437, ACSCINST 4270.1 series and current technical directives. The contractor shall operate and maintain an automated system (e.g. Shipboard Non-tactical Automated Program (SNAP)), for ordering, requisition tracking, and expediting high priority requisitions (e.g. Anticipated Not Mission Capable Supply), as well as providing current status on all requisitions. This will include preparation of Milstrip messages utilizing Message Text Format editor, and other non-intrinsic government tasking.
- 3.1.3 PURCHASING SUPPORT FUNCTIONS. The contractor shall prepare Purchase Order forms and perform file maintenance of all contracts let by the ACSC Contracting Officer in accordance with NAVSUPINST 4200.85 series, Federal Acquisition Regulation and Defense Federal Acquisition Regulation.

- 3.1.4 STORAGE WAREHOUSING AND DELIVERY OF MATERIAL. The contractor shall assist in the operation and maintenance of a warehouse and storeroom, as described in 3.1 (2), in accordance with NAVSUP PUB P-485, NAVSUPINSTS 4440.157 series and 4570.23 series, and with ACSC Supply Department Directives. Although not a primary duty, the contractor shall occasionally be called upon to operate a Government furnished electric forklift which has a 4000 lb. lift capacity. This forklift has a 3-tier hydraulic lifting mechanism and the operator shall be required to lift loads up to a maximum height of twenty feet. The contractor shall utilize the forklift for replacement and removal of pallets from warehouse K racks and the loading and unloading of tractor trailer trucks from the R-30 loading dock. The Government shall, infrequently, issue material after normal working hours requiring the contractor to shift work schedules. The contractor shall also deliver material at various ACSC locations, every Federal workday. Delivery will be made in contractor furnished vehicle. The contractor may be required to provide vehicle for emergency pickup/delivery of repair parts/supplies within 200 mile radius of ACSC. The contractor shall also process all supply paperwork and update all manual and automated supply systems. The contractor shall investigate all discrepancies, and prepare all required paperwork to correct such discrepancies (i.e., Report of Discrepancy, in accordance with SECNAVINST 4355.18 series and NAVSUPINST 4410.279 series, Quality Deficiency Report in accordance with NAVSUPINST 4610.33 series, etc). Material for Special Projects and Public Works work orders shall be accumulated and stored until required. Under this contract the contractor shall be receiving, warehousing, and moving Hazardous Material (HAZMAT) contained in Department of Transportation (DOT) approved packaging. Typical ACSC HAZMAT includes, but is not limited to, paint, solvents, copier toner, etc. HAZMAT will be processed in accordance with Occupational Safety Health Administration (OSHA) requirements and ACSCINST 5103.2 series.
- 3.1.5 PROPERTY MANAGEMENT. The contractor shall assist the Navy in performing property accounting functions in accordance with NAVCOMPT Manual, Volume 3, Chapter 6 and NAVSUPINST 4440.157 series. The contractor shall identify, tag with Government Property Identification Tags, assign and issue receipts for, inventory as appropriated, and prepare for disposal, property. In accomplishing this effort, the contractor shall be required to prepare DD Form 1348-1's for the disposal of all excess property and scrap material in accordance with NAVSUP PUB P-485 and/or NAVSUPINST 4440.157 series.
- 3.1.5.1 HAZARDOUS MATERIAL PROGRAM. The contractor shall perform the following effort in accordance with ACSCINST 5103.2 series, ACSCINST 6280.1 series, OPNAVINST 4110.2 series, AEGISINSTS 5390.1 series and 5090.1 series and the Navy CHRIMP (Consolidated Hazardous Material Reutilization and Inventory Management Program) Manual. The contractor shall maintain and update the HAZMAT List (Government Furnished Information (GFI)), and the Master file of all Material Safety Data Sheets (MSDS) GFI. The contractor shall ensure that all HAZMAT are ordered in accordance with the ACSCINST 5103.2 series and that allowable quantities are not exceeded. The contractor shall ensure that all HAZMAT, while under the contractor's cognizance is properly labeled, handled, transported, and that personnel receiving hazardous materials are aware of the hazard. The contractor shall ensure that all MSDS are legible and complete, including any requirements for warning labels. The MSDS will be clearly labeled with location of storage, person in charge, and phone number.
- 3.1.6 SUPPLY PROGRAM AND SYSTEMS SUPPORT ANALYSIS. The contractor shall perform analysis of the ACSC Supply Support Program as it relates to the current Navy Supply System and provide recommendations, draft instructions, and reports in order to best maximize utilization of personnel and provide proper service to ACSC customers, while following all published guidelines correctly. Analysis shall cover new supply directives issued from high authority (i.e., NAVSUP/NAVSEA/NAVCOMPT/AEGIS), ACSC COBAL and changes, the Operational Logistics Support Guide, as well as NAVSUP publications.

4.0 FACILITIES MANAGEMENT SUPPORT

- 4.1 The intent of this portion of the contract is to acquire technical services in facility engineering and related work areas. Generally, the contractor is expected to provide a mix of engineers, technicians, and computer aided drafting specialists needed to solve a wide array of facility management problems.
- 4.1.1 FACILITY ENGINEERING. The contractor shall provide technical analyses including draft statements of work, drawings, specifications and cost estimates which are associated with facility mechanical, electrical and structural systems. The contractor shall produce and deliver preliminary designs, including specifications and drawings. Most work will be mechanical in nature. The contractor shall be capable of delivering mechanical, electrical, and civil designs certified by a Virginia Registered Professional Engineer, as required. Remaining design workload will primarily be related to electrical systems. The contractor shall prepare draft ACSC Class II Real Property Record submissions and other documents necessary to maintain the Navy Facility Assets Database Management System. The contractor shall prepare draft Navy Shore Facilities Planning System documentation including ACSC Space Allocation and Utilization as prescribed by OPNAVINST 11010.44 series, OPNAVINST 11010.20 series, Navy Facilities (NAVFAC) P-930, NAVFAC P-300, NAVFAC P-80, and NAVFAC P-72. The contractor shall provide support for the management and acquisition of real property through development of Program Authorization Documents, use Permits, and NASA Form 1509's. The contractor shall provide review comments, economic analyses, and recommendations for improving the technical adequacy, constructability, cost effectiveness, maintainability and life cycle serviceability of existing and planned facilities at ACSC. The contractor shall prepare draft Naval correspondence, instructions, notices, and standard operating procedures relating to Public Works operations at ACSC. The contractor shall provide inspection of facilities and discrepancy reports on recurring basis. The contractor shall develop, and periodically review for currency, preventive maintenance requirements to keep pace with facility modifications and construction. The contractor shall provide long range planning support, e.g., work breakdown structures, five year planning and analysis of proposed resource allocations.
- 4.1.2 FACILITY ENGINEERING TECHNICIAN SUPPORT. The contractor shall develop new and maintain existing record drawings of ACSC facilities to indicate existing conditions. Existing database contains AutoCAD release 12 models that adhere to Architectural Institute of America's layering standards. Record drawings shall include, but not be limited to, site plans with underground cables and utilities, floor plans, Heating Ventilation and Air Conditioning (HVAC) system drawings (includes layouts, schematics, schedules of equipment, piping, controls and/or ductwork), electrical system layouts, schematics, and panel schedules, security system drawings, Local and Wide Area Network layouts, and fire protection and alarm systems drawings. Development of record drawings shall require the contractor to conduct research into existing library and review of construction drawings, shop drawings, sketches, and extensive paper and magnetic drawing files. The master database and the master drawing files shall be located in government space, however, remote access is feasible. The contractor shall identify, report and reconcile differences between the information in the inventory records and actual drawing files. The contractor shall provide technical support in locating, identifying, and extracting pertinent information from facility drawings as required.

ITEM 0002 - AEGIS TRAINING UNIT SUPPORT (and, if options are exercised, ITEMS 0005, 0007, 0009 and 0011)

1.0 TECHNICAL INFORMATION SUPPORT

The contractor shall support the operation of a technical data library comprised of publications, reference materials and computer media. The contractor shall perform professional library services to include, but not limited, receiving, cataloging and classifying of materials, bibliographic and readers advisory services, reference and literature searching service and library management. The contractor shall also be responsible for circulation of library materials, processing incoming documentation and maintaining library materials, inserting changes, keeping library materials up to date, inputting data into databases and conducting automatic distribution of materials received.

ITEM(s) 0003- Data shall be prepared and delivered in accordance with Contract Data Requirements List, DD Form 1423, Exhibit A.

PART 2 - GENERAL REQUIREMENTS

CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990)

- (a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated 19 September 1996 in response to NAVSEA Solicitation No. N00024-96-R-6429.
- (b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-33) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

*To be filled in at the time of award.

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.

SECTION D - PACKAGING AND MARKING

Item 0003 - Data shall be prepared and delivered in accordance with Contract Data Requirements List, DD 1423, Exhibit A.

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 DOD National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

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

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

SECTION E - INSPECTION AND ACCEPTANCE

Item(s) 0001 and 0002 and (if options are exercised) Items 0004 through 0016-Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

Inspection and acceptance for Item 0003 shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423, Exhibit A.

CLAUSES INCORPORATED BY REFERENCE

FAR	
SOURCE	TITLE AND DATE
52.246-3	INSPECTION OF SUPPLIESCOST-REIMBURSEMENT (APR 1984)
52.246-5	INSPECTION OF SERVICESCOST-REIMBURSEMENT (APR 1984)

SECTION F - DELIVERIES OR PERFORMANCE

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

ITEM(S)	FROM	<u>T0</u>
0001AA	Date of Contract A	ward 12 MACAD+
0001AB	Date of Contract A	
0002	Date of Contract A	
0004AA	Date of Option Exe	
0004AB	Date of Option Exe.	
0005	Date of Option Exe.	
000 6AA	Date of Option Exe.	
000 6AB	Date of Option Exe.	
0007	Date of Option Exe.	
000 8AA	Date of Option Exe	rcise 12 MAMAD
0008AB	Date of Option Exe	
0009	Date of Option Exe	
0010AA	Date of Option Exe	
001 0AB	Date of Option Exe	
0011	Date of Option Exe	

- * MACAD Months After Contract Award Date
- ** MAMMAD Months After Modification Award Date

Item(s) 0003 - 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, Exhibit A.

CLAUSES INCORPORATED BY REFERENCE

FAR	•
SOURCE	TITLE AND DATE
52.242-15	STOP-WORK ORDER (AUG 1989) AND ALTERNATE I
and Alt I	(APR 1984)
52.247.29	F.O.B. ORIGIN (JUNE 1988)
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHTSMALL PACKAGE SHIPMENTS (JAN 1991)

SECTION G - CONTRACT ADMINISTRATION DATA

- (a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.
- (b) 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.

(c) PURCHASING OFFICE REPRESENTATIVE:

COMMANDER

ATTN: Joann Monks (Code 0264M) NAVAL SEA SYSTEMS COMMAND 2531 JEFFERSON DAVIS HWY ARLINGTON VA 22242-5160 Telephone No. 703/602-0951

(d) CONTRACTING OFFICER'S REPRESENTATIVE:

AEGIS COMBAT SYSTEMS CENTER

ATTN: Steven Habeger

WALLOPS ISLAND, VA 23337-5000 Telephone No. (804) 824-1669

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

SECTION G - CONTRACT ADMINISTRATION DATA

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

CityBank New York	Telgraphic Abbreviation:	CITIUS 33
460 W. 33rd Street	ABA No.: 021000089	
New York NY 10043	Account Name: PRC Inc.	
	Account No:40580011	

Reference: Applied Engineering

(b) 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.

(c) PURCHASING OFFICE REPRESENTATIVE:

COMMANDER

ATTN: Joann Monks (Code 0264M) NAVAL SEA SYSTEMS COMMAND 2531 JEFFERSON DAVIS HWY ARLINGTON VA 22242-5160 Telephone No. 703/602-0951

contracting officer's
REPRESENTATIVE:

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

NUMBER	TITLE	PAGE
NAVSEA 5252.202-9101	ADDITIONAL DEFINITIONS (MAY 1993)	18
NAVSEA 5252.232-9104	ALLOTMENT OF FUNDS (MAY 1993)	19
NAVSEA 5252.227-9113	GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (JUL 1995)	19
NAVSEA 5252.216-9122	LEVEL OF EFFORT (JUL 1986)	20
NAVSEA 5252.237-9106	SUBSTITUTION OF PERSONNEL (SEP 1990)	22
NAVSEA 5252.242-9115	TECHNICAL INSTRUCTIONS (MAY 1993)	22
NAVSEA 5252.245-9108	GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)	23

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

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

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

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

			STIMATED	
ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FE	E . PERIOD OF	PERFORMANCE
0001AA			30 Se	
0002			30 Ser	97

- (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 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (JUL 1995)

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA 50300-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".

NAVSEA 5252.216-9122 LEVEL OF EFFORT (JUL 1986)

- (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 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 26,500 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, 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 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:

Fee Reduction = Fee (Required LOE - Expended LOE) 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) 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.

*Total includes base year of manhours and option years totaling manhours. See Note A.

**To be filled in by Offeror.

NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.
- (b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (MAY 1993)

- (a) Performance of the work hereunder shall 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 5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

Electric Forklift (4000 lb. lift capacity, 3-tier hydraulic lifting mechanism)

Motor Pool Vehicle

Pitney Bowes Mail Metering Machine (or equivalent machinery) and associated peripheral equipment, including, but not limited to, printers and sorting equipment

SECTION I - CONTRACT CLAUSES

SECTION I-1 - CLAUSES INCORPORATED BY REFERENCE

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

FAR SOURCE	TITLE AND DATE
52.202-1	DEFINITIONS (OCT 1995)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1990)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990) (Applies if this contract exceeds \$100,000.)
52.203-13	PROCUREMENT INTEGRITYSERVICE CONTRACTING (SEP 1990)
, 52.204-2	SECURITY REQUIREMENTS (APR 1984)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (MAY 1995)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

Cost-Reimbursement Supply - 01 July 1996 Updated through FAC 90-37 and DAC 91-10

FAR	
SOURCE	TITLE AND DATE
52.215-2	AUDIT AND RECORDSNEGOTIATION (OCT 1995)
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1995)
52.215-23	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (OCT 1995)
52.215-24	SUBCONTRACTOR COST OR PRICING DATA (OCT 1995)
52.215-25	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS (OCT 1995)
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS (MAR 1996)
52.215-33	ORDER OF PRECEDENCE (JAN 1986)
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (MAR 1996)
52.215-40	NOTIFICATION OF OWNERSHIP CHANGES (FEB 1995)
52.216-7	ALLOWABLE COST AND PAYMENT (JUL 1991)
52.216-8	FIXED FEE (APR 1984)
52.217-8	OPTION TO EXTEND SERVICES (MAR 1989)
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED BUSINESS CONCERNS (OCT 1995)
52.219-9 and Alt II	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1995) AND ALTERNATE II (MAR 1996)

FAR SOURCE 52.219-14	TITLE AND DATE LIMITATIONS ON SUBCONTRACTING (JAN 1991)
52.219-16	LIQUIDATED DAMAGESSUBCONTRACTING PLAN (OCT 1995)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APR 1984)
52.222-3	CONVICT LABOR (APR 1984)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACTOVERTIME COMPENSATION (JUL 1995)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1995) (Deviation 95-00009 dated 15 Dec 1995 deletes the words "representation and" from paragraph (a) of the APR 1984 clause.)
52.222-26	EQUAL OPPORTUNITY (APR 1984)
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (APR 1984) (Applies if this contract is \$1,000,000 or more.) (As used in the foregoing clause, the term "Contracting Officer" shall be deemed to mean the "Administrative Contracting Officer (ACO)".)
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)
52.223-2	CLEAN AIR AND WATER (APR 1984)
52.223-6	DRUG-FREE WORKPLACE (JUL 1990)

FAR SOURCE 52.223-13	TITLE AND DATE CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1995)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 1995)
52.225-10	DUTY-FREE ENTRY (APR 1984) (Applies if this contract exceeds \$100,000.)
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAY 1992)
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (AUG 1991)
52.227-1 and Alt I	AUTHORIZATION AND CONSENT (JUL 1995) AND ALTERNATE I (APR 1984)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (APR 1984)
52.227-10	FILING OF PATENT APPLICATIONSCLASSIFIED SUBJECT MATTER (APR 1984)
52.228-7	INSURANCELIABILITY TO THIRD PERSONS (MAR 1996)
52.230-2	COST ACCOUNTING STANDARDS (APR 1996)
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1996)
52.230-5	ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1996)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-17	INTEREST (JUN 1996)
52.232~20	LIMITATION OF COST (APR 1984) (Applies if this contract contains fully funded line items.)

FAR SOURCE	TITLE AND DATE
52.232-22	LIMITATION OF FUNDS (APR 1984) (Applies if this contract contains incrementally funded line items.)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (MAR 1994)
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (APR 1989)
	DISPUTES (OCT 1995) AND ALTERNATE I (DEC 1991)
52.233-3 and Alt I	PROTEST AFTER AWARD (OCT 1995) AND ALTERNATE I (JUN 1985)
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 (OCT 1995) (Applies if this contract exceeds \$500,000.)
52.242-10	F.O.B. ORIGINGOVERNMENT BILLS OF LADING OR PREPAID POSTAGE (APR 1984)
52.242-11	F.O.B. ORIGINGOVERNMENT BILLS OF LADING OR INDICIA MAIL (FEB 1993)
52.242-12	REPORT OF SHIPMENT (REPSHIP) (JUL 1995)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-2 and Alt II	CHANGESCOST-REIMBURSEMENT (AUG 1987) AND ALTERNATE II (APR 1984)
52.243-6	CHANGE ORDER ACCOUNTING (APR 1984)

FAR SOURCE	TITLE AND DATE
52.244-5	COMPETITION IN SUBCONTRACTING (JAN 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995)
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)
52.246-23	LIMITATION OF LIABILITY (APR 1984)
52.246-25	LIMITATION OF LIABILITYSERVICES (APR 1984)
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
52.248-1	VALUE ENGINEERING (MAR 1989) (Applies if this contract equals or exceeds \$100,000.)
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 1986)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

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

DFARS SOURCE	TITLE AND DATE
252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991) (Applies if this contract requires a Contracting Officer's Representative (COR).)
252.203-7000	STATUTORY PROHIBITIONS ON COMPENSATION TO FORMER DEPARTMENT OF DEFENSE EMPLOYEES (NOV 1995) (Applies if this contract exceeds \$100,000.)
252.203-7001	SPECIAL PROHIBITION ON EMPLOYMENT (NOV 1995)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991) (Applies if this contract exceeds \$5,000,000.)
252.203-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) (Applies if this contract exceeds \$500,000.)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
252.215-7000	PRICING ADJUSTMENTS (DEC 1991)
252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS (DEC 1991)
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)

DFARS SOURCE	TITLE AND DATE
252.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JAN 1994)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)
252.225-7009	DUTY-FREE ENTRYQUALIFYING COUNTRY END PRODUCTS AND SUPPLIES (DEC 1991)
252.225-7010	DUTY-FREE ENTRY-ADDITIONAL PROVISIONS (DEC 1991)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (NOV 1995)
252.225-7014 and Alt I	PREFERENCE FOR DOMESTIC SPECIALTY METALS (NOV 1995) AND ALTERNATE I (DEC 1991)
252.225-7015	PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS (DEC 1991)
252.225-7017	PREFERENCE FOR UNITED STATES AND CANADIAN VALVES AND MACHINE TOOLS (APR 1995)
252.225-7025	FOREIGN SOURCE RESTRICTIONS (APR 1993)
252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (NOV 1995) (Applies if this contract exceeds \$500,000 or is modified to exceed \$500,000.)
252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (DEC 1991)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

DFARS SOURCE	TITLE AND DATE
252.227-7013	RIGHTS IN TECHNICAL DATANONCOMMERCIAL ITEMS (NOV 1995)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
252.227-7017	IDENTIFICATION AND ASSERTATION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)
252.227-7025	LIMITATION ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGEND (JUN 1995)
252.2 27 -7027	DEFERRED ORDERING OF TECHNICAL DATA AND COMPUTER SOFTWARE (APR 1988)
252.2 27 -7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)
2 52.227- 7030	TECHNICAL DATAWITHHOLDING OF PAYMENT (OCT 1988)
252.2 27 -7036	CERTIFICATION OF TECHNICAL DATA CONFORMITY (MAY 1987)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (NOV 1995)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD (AUG 1992)
252.233-7000	CERTIFICATION OF CLAIMS AND REQUESTS FOR ADJUSTMENT OR RELIEF (MAY 1994)
252.242-7000	POSTAWARD CONFERENCE (DEC 1991)
252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS (DEC 1991)
252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 1991) (Applies if this contract exceeds \$25,000, unless it is set aside exclusively for a small business or small disadvantaged business concern.)

DFARS SOURCE	TITLE AND DATE
252.245-7001	REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
252.246-7000	MATERIAL INSPECTION AND DECENTION
252.249-7001	NOTIFICATION OF SUBSTANTIAL IMPACT ON EMPLOYMENT (DEC 1991) (Applies if this contract equals or exceeds \$5
252.249-7002	NOTIFICATION OF PROPOSED PROGRAM TERMINATION OR REDUCTION (MAY 1995)
252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES (MAY 1995)

SECTION I-2 - CLAUSES INCORPORATED IN FULL TEXT

FAR 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (SEP 1995)

- (a) <u>Definitions</u>. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- (c) <u>Certification</u>. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (c)(2) of this clause is not required for a modification which procures commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (NOV 1990)

- (1) I, (Name of certifier), am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (Contract and modification number).
- (2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of
- (Name of Offeror) who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.
- (3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER "NONE" IF NONE EXISTS)
- (Signature of the officer or employee responsible for the modification proposal and ${f date}$)
- (Typed name of the officer or employee responsible for the modification proposal)
- *Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.
- THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION

MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

- (d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a Contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.
- (e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

FAR 52.215-42 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1995) AND ALTERNATE II (OCT 1995)

- (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 in FAR 15.804-2(a)(1) 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) Information relative to an exception granted for prior or repetitive acquisitions.
 - (ii) Catalog price information as follows:
- (A) Attach a copy of or identify 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 this proposal is being made.
- (B) Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, and reseller.
- (C) Additionally, for each catalog item that exceeds (extended value not unit price), provide evidence of substantial sales to the general public. This may include sales order, contract shipment, invoice, actual recorded sales or other records that are verifiable. In addition, if the basis of the price proposal is sales of essentially the same commercial item by affiliates, other manufacturers or vendors, those sales may be included. The offeror shall explain the basis of each offered rice and its relationship to the established catalog price. When substantial general public sales have also been made at prices other than catalog or price list prices, the offeror shall indicate how the

SECTION J - LIST OF ATTACHMENTS

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

Contract Data Requirements List(s), DD Form 1423 - Exhibit(s) A, 18 page(s);

Financial Accounting Data Sheet(s) - Attachment A, 1_page;

Contract Security Classification Specification, DD Form 254 - Attachment \underline{B} , $\underline{2}$ page(s);

Government Furnished Information - Schedule C, Attachment C, 1 page(s);

Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, Attachment D, 13 page(s);