

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 57			
2. CONTRACT NO. N65236-03-D-7845		3. SOLICITATION NO. N65236-01-R-0010		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 15 Mar 2002		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY SPAWAR SYSTEMS CENTER CHARLESTON PO BOX 190022 D. JOHNSON 843-218-5931 JOHNSODJ@ SPAWAR.NAVY.MIL NORTH CHARLESTON SC 29410-0022				CODE N65236		8. ADDRESS OFFER TO (If other than Item 7) ELECTRONIC PROPOSALS SEE SECTION L, CLAUSE L-349 SUBMISSION OF ELECTRONIC PROPOSALS NORTH CHARLESTON SC		CODE N65236EP TEL: FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Section L Clause L349</u> until <u>16 30</u> local time <u>24 May 2002</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME DONNA JOHNSON		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 843-218-5931			C. E-MAIL ADDRESS donna.johnson@navy.mil			
11. TABLE OF CONTENTS										
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OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE			
15A. NAME AND ADDRESS OF OFFEROR		CODE	9X833	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) GOVERNMENT REPRESENTATIVE				
		FUENTEZ SYSTEMS CONCEPTS INC 2460 REMOUNT ROAD SUITE 102 NORTH CHARLESTON SC 29406-6172								
15B. TELEPHONE NO (Include area code) 800-846-8541		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED 0001 and 0002		20. AMOUNT \$32,858,279.60			21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM Section G		
24. ADMINISTERED BY (If other than Item 7) DCMA ATLANTA 805 WALKER STREET, SUITE 1 MARIETTA GA 30060-2789		CODE	S1103A	25. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P. O. BOX 182225 COLUMBUS OH 43218-2225			CODE	HQ0338		
26. NAME OF CONTRACTING OFFICER (Type or print) DONNA J. MURPHY					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE 9/19/2003		

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

THIS CONTRACT CONFIRMS LETTER NOTICE OF AWARD DATED 19 AUG 2003.

NOTE 1: The 15% fee withholding required by FAR 52.216-8, "Fixed Fee", and as referenced in clause B-309 VAR "Fee Determination and Payment (Indefinite Delivery Type Contract) Variation", is hereby waived for this contract.

NOTE 2: Sections K, L, and M have been removed from the contract award and are retained in the contract.

NOTE 3: Wage Determinations have been updated to reflect the latest versions as shown in clause H-345.

SECTION B Supplies or Services and Prices

LOT I – BASE YEAR

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST
0001	Corporate Production Support Services In accordance with the SOW	_____
		FIXED FEE _____
		TOTAL ESTIMATED COST PLUS FIXED FEE <u>\$32,858,279.60</u>

ITEM NO	SUPPLIES/SERVICES	
0002	Contract Data Requirements List (CDRLs) DD Form 1423, Exhibit A	NSP (Not Separately Priced)

LOT II – FIRST OPTION YEAR

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST
0003	Corporate Production Support Services In accordance with the SOW	_____
		FIXED FEE _____
		TOTAL ESTIMATED COST PLUS FIXED FEE <u>\$44,763,814.88</u>

ITEM NO	SUPPLIES/SERVICES
0004	Contract Data Requirements List (CDRLs) DD 1423, Exhibit A

NSP (Not Separately
Priced)

LOT III – SECOND OPTION YEAR

ITEM NO	SUPPLIES/SERVICES
0005	Corporate Production Support Services In accordance with the SOW

ESTIMATED COST	_____
FIXED FEE	_____
TOTAL ESTIMATED COST PLUS FIXED FEE	<u>\$45,554,591.03</u>

ITEM NO	SUPPLIES/SERVICES
0006	Contract Data Requirements List (CDRLs) DD 1423 Exhibit A

NSP (Note Separately
Priced)

LOT IV- THIRD OPTION YEAR

ITEM NO	SUPPLIES/SERVICES
0007	Corporate Production Support Services In accordance with the SOW

ESTIMATED COST	_____
FIXED FEE	_____
TOTAL ESTIMATED COST PLUS FIXED FEE	<u>\$46,433,034.40</u>

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>
0008	Contract Data Requirements List (CDRLs) DD 1423 (Exhibit A)

NSP (Not Separately
Priced)

LOT V – FOURTH OPTION YEAR

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>
0009	Corporate Production Support Services In accordance with SOW

ESTIMATED COST	_____
FIXED FEE	_____
TOTAL ESTIMATED COST PLUS FIXED FEE	<u>\$47,335,855.38</u>

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>
0010	Contract Data Requirements List (CDRLs) DD 1423 Exhibit A

NSP (Not Separately
Priced)

CLAUSES INCORPORATED BY FULL TEXT**NOTE B-1 COST-PLUS-FIXED-FEE CONTRACT - GOVERNMENT ESTIMATE**

Performance under this contract shall be directed by task orders issued therein. The total estimated manhours and the composition of the manhours of direct labor by labor classification for each year of performance is as shown in Attachment 3.

B-309 VAR FEE DETERMINATION AND PAYMENT (INDEFINITE DELIVERY TYPE CONTRACT) VARIATION**(a) Types of Delivery or Task Orders.**

Both level-of-effort and completion type orders may be issued under this contract. The Request for Quotation issued for each delivery or task order will set forth the type of order deemed appropriate by the Government. If the Contractor disagrees with the Government's assessment, the Ordering Officer and the contractor shall attempt to resolve the matter through the negotiation process. Failing this, the matter will be referred to the Contracting Officer. If necessary, a final decision shall be made in accordance with the FAR 52.233-1 "Disputes" clause. The Contracting Officer's determination will govern the type of order, pending an appeal pursuant to the "Disputes" clause. The contractor will use his best efforts to work on the order until the dispute is resolved.

(b) Fixed Fee Pool.

The fixed fee pool consists of the total fixed fee of the contract AND includes the total fee to be paid to the prime contractor and all subcontractors. **SUBCONTRACTOR FEE WILL NOT BE BILLED AS A SEPARATE DIRECT COST ON THE VOUCHER SUBMITTED BY THE CONTRACTOR TO THE GOVERNMENT, BUT WILL BE PAID TO THE SUBCONTRACTOR BY THE PRIME CONTRACTOR FROM THE FEE BILLED FROM THE FIXED FEE POOL.**

(c) Computation of Fee.

The percentage of the fee applicable to orders will be the same as the percentage of the fee established in the contract. However the total fee paid under the contract for a year of performance will not exceed the total fixed fee amount for the current year of performance.

(d) Fee on Modifications to Term Type (Level-of-Effort) Delivery or Task Orders.

If the hours for a particular delivery or task order are insufficient to complete performance under the order, the government may elect to increase the hours by written modification. This increase in cost associated with the increase in hours will be fee bearing at the same percentage of fee established in the basic contract. If the hours prove to be in excess of that necessary to complete performance under this order, the government shall decrease the hours by written modification. The fee associated with the decrease in hours will be reduced by the percentage of fee established in the basic contract.

Estimated cost will be increased/decreased as applicable.

(e) Fee on Modifications to Completion Type Delivery or Task Orders.

If the task(s) required under a particular delivery or task order cannot be completed within the negotiated estimated cost (an overrun situation), the government may elect to increase the estimated cost to complete the effort with no additional fee allocation.

If the task(s) required under the order is completed and the cost is less than that negotiated (underrun), the contractor shall be entitled to full payment of the fixed fee specified in the order. Excess costs shall be deobligated by modification to the delivery order prior to contract closeout.

(f) Modifications to the Basic Contract.

If the contracting officer determines, for any reason, to adjust the contract amount or the estimated total hours, such adjustments shall be made by contract modification. Any increase will be fee bearing, except cost overruns on completion type orders, at the percentage of fee established in the basic contract.

The estimated cost of the contract may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added to the total estimated hours under the contract.

(g) Payment of Fee.

The Government shall pay fixed fee to the contractor on each delivery order at the percentage rate of fee established in the basic contract subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under each applicable delivery order, unless waived. In accordance with the provisions of paragraphs (d) and (e) of this clause, any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference, shall apply to all individual delivery or task orders issued under this contract.

(h) Closeout.

Delivery or task orders will be closed out on an individual basis, upon agreement of final indirect rates for the period of performance of the applicable delivery or task order. The contractor shall forward the final voucher directly to the cognizant DCAA for final audit. DCAA will forward the voucher and the final audit to the cognizant ACO (see block 6 of the basic contract), who will process it for final payment and submit it to the paying office.

(End of clause)

B-312 MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, the contract minimum quantity is a total of **\$100,000.00** worth of orders at the contract unit price(s). The maximum quantity is the total estimated amount of the contract. The maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer.

SECTION C Descriptions and Specifications**CLAUSES INCORPORATED BY FULL TEXT****5252.237-9401 (VAR) PERSONNEL QUALIFICATIONS (MINIMUM) – Variation (JAN 1992)**

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of contractor personnel prior to start of performance of the contract. (Note: At time of award, the contractor will be required to provide one resume per key labor category for review and approval by the Government. Then prior to starting work under any task order, additional resumes will be submitted and approved, as required.)

(c) If the Ordering Officer questions the qualifications or competence of any persons performing under the contract, the burden of proof to sustain that the persons is qualified as prescribed herein shall be upon the contractor.

(d) The Contractor must have personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

KEY LABOR CATEGORY QUALIFICATIONS**Business Operations Manager (BOM)**

The BOM shall have at least fifteen years of progressively more responsible experience in conducting and supervising tasks similar to those described in the SOW. The BOM shall have a demonstrated ability to provide guidance and direction of tasks similar to those listed in the SOW; and the management of a multi-task contract of this type and complexity. The BOM shall have at least fifteen years experience with the management and control of funds, personnel, equipment and material. At least five years of the aforementioned experience shall be in providing guidance and direction of tasks similar to those listed in the SOW for C4ISR systems. The BOM shall have a bachelor degree in engineering, computer science or information systems. The BOM shall also have a master degree in a discipline directly related to the SOW tasks such as business administration or engineering management.

Production Manager (PDM)

The PDM shall have at least ten years of demonstrated leadership of the successful management and execution of production efforts similar in complexity and scope to those described in the SOW. At least five years of this experience shall be specialized in the complete system engineering of a project from inception to implementation; providing guidance and direction of tasks similar to those listed in the SOW; and the management and control of funds, personnel, equipment and material. The PDM shall coordinate inventory control; prepares daily work assignments; reviews results and implements policies and procedures. The PDM shall have a Bachelor Science Industrial Engineering (B.S.I.E.) or a bachelor degree in a related engineering discipline

Electronics Engineer (EE)

The EE shall have at least ten years of progressive experience in highly complex design, modification, and evaluation of an electronic apparatus, components, or circuitry for use in C4ISR electronic equipment and devices. The EE shall research equipment and material vendors and make recommendations for the Common Products Catalog. The EE shall analyze equipment to establish operating data and conducts experimental tests. The EE shall

direct the preparation of proposals for new processes or special customer needs. The EE shall participate with other engineers in determining technical objectives. The EE shall have a Bachelor Science Electrical or Electronics Engineering (B.S.E.E.).

Systems Engineer (SE)

The SE shall have at least ten years of progressive experience in engineering, integration and test of C4ISR systems and sub-systems, hardware and software interfaces. Of that experience, at least five years shall be in performing quality assurance testing, at least five years shall be in developing cost effective test procedures, and at least five years performing research and analysis for the selection and purchase of test equipment and tools. The SE shall have a bachelor degree in systems engineering, computer science or information systems.

Configuration Management Specialist (CMS)

The CMS shall have at least ten years of progressive experience performing MILSTD-973 functions on C4ISR systems to include baseline identification, configuration control, review and auditing and configuration status accounting. Of that experience, at least five years shall be in tracking the hardware and software configurations of multiple C4ISR systems and maintaining a central library of all logistical, hardware and configuration related documents. Additionally, the CMS shall have at least five years experience actively participating on a configuration control board and at least three years planning, developing, organizing, implementing and maintaining a configuration management system. The position requires a bachelor degree in computer science, information systems, communications systems, systems engineering, engineering or a related scientific, computer or communications systems field.

Senior Logistics Analyst (SLA)

The SLA shall have at least ten years of progressive experience in planning and outfitting operational, testing and Fleet support logistics documentation in support of C4ISR systems. The SLA shall have demonstrated, detailed knowledge of DOD-spec and standard streamlining initiatives, acquisition and operational principles, and industry/Government trends and initiatives for commercial equipment acquisition and support. The SLA shall update/generate general ILS documents (User's Logistics Support Summary (ULSS), Program Support Data (PSD), Logistics Requirements and Funding Summary (LRFS), etc.) to support program milestone and test requirements and reflect changes as required. The SLA shall attend In-Process Reviews (IPRs), review technical manuals, provide operational outfitting support for new installations, and provide CASREP support for existing systems. The SLA shall have a bachelor degree in a logistics, business or technical discipline.

Industrial Engineer (IE)

The IE shall have 5 years of progressive experience in complex planning activities related to equipment layouts in plant, office, and production facilities. Experience shall including performance of studies to determine the most efficient sequence of operations and workflow and analysis and recommendation of methods for maximum utilization of production facilities and personnel. Experience shall also include cost estimation and evaluation for production of electronic equipment and systems. The IE shall have a B.S.I.E or a bachelor degree in a related engineering discipline.

MECHANICAL ENGINEER (ME)

The ME shall have at least seven years of progressive experience in developing and reviewing design drawings and specifications for mechanical systems used to house or transport C4ISR equipment and devices. The ME shall have at least three years experience in providing engineering design solutions to harden COTS products and performing shock hardening testing and other environmental testing. The ME shall have a Bachelor Science Mechanical Engineering (B.S.M.E.) degree.

C-302 SPECIFICATIONS/STATEMENT OF WORK

The work under this contract shall be performed in accordance with the following description/specifications/statement of work and as specified in individual delivery/task orders to be issued under this contract.

STATEMENT OF WORK FOR SPAWAR CORPORATE PRODUCTION SUPPORT

1.0 OBJECTIVE

This Statement-of-Work (SOW) encompasses the Space and Naval Warfare Systems Command (SPAWAR) Command, Control, Communications, Computers, Combat Systems, Intelligence Surveillance and Reconnaissance (C4ISR) Corporate Production (CP) Program for shore and mobile command, remote watercraft, and shipboard platforms. The goal of this SOW is to consolidate like production functions into one integrated production process in a Government Managed, Contractor Operated (GMCO) facility.

2.0 SCOPE

SPAWAR CP is a set of processes required to define, procure, fabricate, assemble, build, integrate, test, inspect, and deliver an integrated system, or other equipment, for installation ashore or aboard ship. The primary source of the services supporting corporate production is a five-year, cost-plus fixed fee contract. This contract provides the majority of services required to accomplish production in government spaces, and supports tasking in all SPAWAR production locations.

Programs to be supported include but are not limited to: ACCES, ADNS, BGPHERS, CDF, CSRR, DMR, EMS, GCCS-M, ISNS, IT 21 Block X, NAVMACS, NAVSSI, NITES, NTCSS, SSEE, SVDS, RWC, TFW and TMIP. These systems incorporate and integrate information from various communications links and sensors to provide a given command or ship with an extension of tactical horizon, threat indications and warnings, tactical threat analysis and the capability to target the indicated threat entities.

Where applicable, standardized rack components, cases, enclosures, along with standardized software products will be provided in support of CP processes using build to print packages and equipment from the developer. The CP process will be implemented using Non-Developmental Items (NDI) and Commercial Off-the-shelf (COTS) items for rack component hardware and software. The intent of this process is to provide "best value to the government" and therefore the Government will not necessarily use this contract to purchase all its material.

3.0 BACKGROUND

Currently, the SPAWAR product line is produced in a stovepipe fashion, with each PMW responsible for implementing production solutions to field their systems. The collective result is a complex web of multitudinous business transactions, contracts, and facilities necessary for support of SPAWAR production efforts. To reduce procurement and production costs, deliver fully integrated and tested systems to installation teams, and reduce logistics support costs, a consolidated production approach has been established. Essentially, SPAWAR production will be accomplished in two ways: through procurement of commercial end-items from a prime vendor for delivery to an Alteration Installation Team (AIT), or through procurement of equipment that is integrated at a SPAWAR GMCO CP facility, then delivered to an AIT.

This SOW describes the work required to provide, within the SPAWAR CP facility, a variety of production engineering and technical services using the CP process defined in the SPAWAR CP Concept of Operations (CONOPS) provided as Attachment 7. The CONOPS breaks the SPAWAR CP approach into three areas: Production Management, Production Engineering and Production Execution. This SOW outlines the Contractor's role and support services in each of these areas. The Contractor shall provide personnel with the requisite clearances required for performance the efforts described in this SOW within the SPAWAR CP facility.

As defined in the CONOPS, The Government will be responsible for Production Management but will rely on the Contractor for support in the generation, collection and maintenance of production management

information. Support shall include: programmatic support, financial management support, scheduling, risk management support, Earned Value Management (EVM), data warehousing, system transition management, material procurement, and common products catalog support.

The Government will also be responsible for Production Engineering but will rely on the Contractor for support in the review and analysis of technical and program documentation (technical data packages, including drawings), manufacturing research and analysis, and set up and execution of test procedures.

The Contractor shall be primarily responsible for providing Production Execution with Government oversight. Production Execution includes: material management; Packaging, Handling, Shipping and Transportation (PHS&T); kitting; pre-production; fabrication; assembly and integration; software loading; rack refurbishment; troubleshooting and repair; and assembling documentation and configuration data. The Contractor shall provide all standard tools and General Purpose Electronic Test Equipment (GPETE). The Government will provide all Special Purpose Electronic Test Equipment (SPETE) items.

4.0 APPLICABLE DOCUMENTS

The following documents form a part of this SOW to the extent specified. Unless otherwise specified, the Contractor shall use the latest revision of the documents contained herein as guides. The applicable military documents may be obtained from the Naval Aviation Supply Office, Attn: Code 101, 5801 Tabor Ave., Philadelphia, PA 19120. International Organization for Standardization (ISO) information and documentation may be obtained via ISO WEB site <http://www.iso.ch>. The SPAWAR documents will be provided electronically.

References

- | | | |
|--------|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4.1 | SPAWARSYSCENINST 5000.1A | Administration of Contractor Employees Working in SPAWARSYSCEN Charleston Facilities |
| 4.2 | Military Handbooks and Specifications (Guidance Only) | |
| 4.2.1 | MIL-HDBK-1221 | Department of Defense Handbook for the Evaluation of Commercial Off-The-Shelf (COTS) Manuals, Dated 28 August 1995 |
| 4.2.2 | MIL-S-901 | Shock Tests, High Impact, Shipboard Machinery Equipment & Systems, Waiver Expires 7 Aug 2001 |
| 4.3 | Standards and Guidelines (Guidance Only) | |
| 4.3.1 | ISO 9000 series | International Quality Management Standards and Guidelines |
| 4.3.2 | DOD 4245.7-M | Transition from Development to Production |
| 4.3.3 | DOD 5000.2-R | Mandatory Procedures for Major Defense Acquisition Programs (MDAPs) and Major Automated Information System (MAIS) Acquisition Programs, 4 January 2001 |
| 4.3.4 | MIL-STD-461 Rev E | Measurement of Electromagnetic Interference Characteristics |
| 4.3.5 | IEEE/EIA 12207.Q | IEEE Standard for Industry Implementation of International Standard ISO/IEC 12207: 1995 (ISO/IEC 12207) Standard for Information Technology- Software Life Cycle Processes |
| 4.3.6 | MIL-PRF-49506 | DoD Requirements for a Logistics Support Analysis Record |
| 4.3.7 | MIL-STD-129N | Standard Practice for Military Marking. (15 May 1997) |
| 4.3.8 | ASTM-D-3951 | Guidance for Markings for commercial packaging |
| 4.3.9 | MIL-STD-2073-1C | Standard Practice for Military Packaging Requirements. (1 October 1996). (Updated 4-26-2000) |
| 4.3.10 | MIL HNBK-61A | Configuration Management |
| 4.3.11 | ANSI/NCSL Z-540-1 | Calibration Laboratories and Measuring and Test Equipment – General Requirements |
| 4.3.12 | AIM BC-1 1995 Code 39 | Standard Barcode Symbology |
| 4.3.13 | MIL-STD-1310 | STANDARD PRACTICE FOR SHIPBOARD GROUNDING AND OTHER TECHNIQUES REV G |

5.0 REQUIREMENTS

The Contractor shall propose the following engineering and technical services to support Production Management, Production Engineering and Production Execution using the CONOPS as a guide in conjunction with best industry practices. The Contractor's technical approach should be capable of ISO 9000 registration. The Contractor shall also have proven experience in the registration process under ISO 9000. The Contractor shall also have a working knowledge of electronic systems production as well as proven capabilities with the construction, integration and testing of SPAWAR or related C4ISR systems.

5.1 PRODUCTION MANAGEMENT SUPPORT

5.1.1 Business Operations Support

5.1.1.1 The Contractor shall serve as technical and programmatic liaison to the Government by attending program-related meetings including, but not limited to, progress reviews, design reviews, and Configuration Control Boards (CCB)s.

5.1.1.2 The Contractor shall manage security requirements, project schedules, project budgets, production data, and production risk elements.

5.1.1.3 The Contractor shall track modifications; generate plans and reports; and respond to requests for technical information on systems in CP.

5.1.1.4 The Contractor shall coordinate contract program reviews and oversee monthly program status and financial reports (CDRLs A001 and A002). The reports shall incorporate the Earned Value Management (EVM) information discussed in SOW paragraph 5.1.6.

5.1.2 Programmatic Support

5.1.2.1 The Contractor shall provide programmatic support for meetings including, but not limited to, program progress reviews, design reviews, CCBs, briefings, and focus groups.

5.1.2.2 The Contractor shall prepare draft agendas, minutes, and action item lists; maintain historical records, compile meeting reference and information packages; and prepare technical reports, white papers and execution plans as required (CDRL A003).

5.1.3 Financial Management Support

The Contractor shall provide financial documentation required to support production management decisions including, but not limited to, funding status, cost estimate support for new production efforts, and cost impact of changes in production and delivery schedules (CDRL A004).

5.1.4 Scheduling

5.1.4.1 The Contractor shall generate integrated production schedules and line of balance reports (CDRL A005) for both the overall program and the individual production systems. The reports should include a graphical form by comparison of planned objectives for the flow of materials and components into the manufacturer of end items as related to phased delivery requirements.

5.1.4.2 The Contractor shall provide Production Personnel Manning and Schedule Reports (CDRL A006).

5.1.5 System Transition Management

5.1.5.1 The Contractor shall develop plans for transitioning of systems and contracts from the existing business models to the SPAWAR CP model (CDRL A007).

5.1.5.2 The plans developed by the Contractor shall include developing plans of actions and milestones (POA&M) to transition systems around key dates and events.

5.1.5.3 The plans developed by the Contractor shall minimize cost, schedule and technical risk.

5.1.6 Risk Management Support

5.1.6.1 The Contractor shall update and maintain a Government-Furnished Information (GFI) risk radar database.

5.1.6.1.1 The database shall be maintained on the Government firewall protected network.

5.1.6.1.2 The database shall include any projects assigned to CP for risk management support.

5.1.6.2 The Contractor shall attend periodic risk review meetings, provide presentation support for such meetings, and prepare minutes to include action item assignments.

5.1.7 EVM

5.1.7.1 The Contractor shall implement an EVM cost and schedule control system.

5.1.7.1.1 The EVM System (EVMS) shall relate resource planning to schedules and technical performance requirements.

5.1.7.1.2 The EVMS shall integrate technical performance, cost, schedule, and risk management.

5.1.7.1.3 The EVMS shall provide the integrated management information to plan the timely performance of work, budget resources, account for costs, and measure actual performance against plans and by SPAWAR Work Breakdown Structure (WBS) element. The SPAWAR Global WBS is provided as Attachment (8). The Global WBS is provided as guidance. It deconstructs the overall life cycle and cost of a product from conception to disposal. Programs may formulate lower levels of indenture, but all SPAWAR tasks must roll up to the WBS elements. The CP contractor must be able to sort, report and account for tasking and expenditures by the WBS elements assigned in the delivery order.

5.1.7.1.4 The EVMS shall have the capability to predict, isolate, and identify variances and the factors causing the variances.

5.1.7.1.5 The Contractor shall use the EVMS information to develop alternative solutions and implement corrective action.

5.1.7.1.6 The Contractor shall use the EVMS information to generate its monthly program status and financial reports (CDRLs A001 and A002).

5.1.7.1.6.1 The reports shall analyze and track scheduled versus actual events, including, but not limited to cost analysis and status by delivery order.

5.1.7.1.6.2 The reports shall identify any issues and risk elements, and recommend methods to mitigate those risks.

5.1.7.2 The Contractor shall produce a Performance Measurement Baseline (PMB) that integrates contract work scope; schedule and budget to achieve a realistic, executable contract plan.

5.1.8 Electronic Data Warehouse

5.1.8.1 The Contractor shall develop, interface with, and maintain an Electronic Data Warehouse (EDW) (CDRL A008).

5.1.8.1.1 The EDW shall operate within Government firewall protection.

5.1.8.1.2 The EDW shall be the central repository for all programmatic information, documentation and data.

5.1.8.2 The Contractor shall effectively manage the EDW.

5.1.8.2.1 The Contractor shall ensure that all data required for production procurement, integration and testing is obtained, kept current, and made available to all disciplines.

5.1.8.2.2 The Government will provide an on-site server for this purpose.

5.1.9 Common Products Catalog Support

5.1.9.1 The Contractor shall create, update and maintain a SPAWAR web site that contains a Common Product Catalog for standardized and approved production items (CDRL A009).

5.1.9.2 The Common Products Catalog shall reside on a network server under the protection of Government firewalls.

5.1.9.3 The Common Product Catalog shall reflect production and spare parts that maximize commonality, open architecture, and the use of state-of-the-art commercial equipment.

5.1.10 Procurement

5.1.10.1 The Contractor shall review Technical Data Packages (TDP)s and the Government Furnished Material (GFM) provided for the production systems and determine any additional rack and system components to be procured.

5.1.10.2 The Contractor shall consolidate system procurement requirements whenever possible to achieve bulk quantity discounts.

5.1.10.3 The Contractor shall provide procurement services for hardware, software, spares and documentation items, as required.

5.1.11 Quality Assurance (QA) Plan

The Contractor shall prepare a QA Plan (CDRL A010).

5.1.12 Management Plans

5.1.12.1 The Contractor shall develop and maintain a Production Management Plan. (CDRL A011) that provides a complete overview of how the C4ISR production execution efforts will be managed and controlled to deliver a fully functional, operational and supportable C4ISR suite.

5.1.12.2 The Contractor shall prepare a Facility Management Plan (FMP) (CDRL A012) that describes the development and recommended management control techniques IAW ISO 9000 series. The FMP shall include descriptions of automated management information systems and process flow techniques to be implemented within the SPAWAR CP Facility.

5.1.12.3 The Contractor shall develop models to perform workload leveling and address both surge and slack production phases.

5.2 PRODUCTION ENGINEERING SUPPORT

5.2.1 Technical and Program Documentation

5.2.1.1 The Contractor shall assess customer TDPs to include, but not limited to, work instructions, build-to-print drawings, production activity procedures, wiring schematics, cable run sheets, parts lists, fabrication drawings, assembly drawings, elevation drawings, outline and mounting drawings, interface control drawings (ICD)s, and software load procedures.

5.2.1.1.1 The Contractor shall ensure the technical information is complete and adequate to produce the kit, rack, enclosure, case, system or component specified.

5.2.1.1.2 In cases where the customer TDPs are incomplete, the Contractor shall prepare the work instructions and documentation necessary to complete a full, production-ready data package (CDRL A013).

5.2.1.2 The Contractor shall assess the impacts of Engineering Change Proposals (ECP)s on production systems and advise the Government in writing of changes required in product, schedule, quantity and funding (CDRL A003).

5.2.2 Manufacturing Engineering

5.2.2.1 The Contractor shall perform improvement studies designed to include, but not limited to, identifying process problem areas in the evolving system build-up and integration workloads within the CP facilities. The improvement studies will identify, analyze and report on methods to achieve cost and quality improvements, maintain and increase throughput, and improve the overall performance of the CP operation (CDRL A003).

5.2.2.2 The Contractor shall conduct market surveys to include, but not limited to, assessing the usability of technology insertion products as they become available (CDRL A003).

5.2.2.3 The Contractor shall analyze technical system design issues related to system/subsystem selection, production engineering, and integration. The Contractor shall identify problem areas and provide recommended actions, resolutions and design approaches (CDRL A003).

5.2.2.4 The Contractor shall provide engineering design solutions to harden COTS products. The designs shall be analyzed to determine the cost effectiveness of their production in-house or outsourced to another production facility (CDRL A003).

5.2.3 Testing Support

5.2.3.1 System Inspection

5.2.3.1.1 The Contractor shall inspect Government Furnished Equipment (GFE) and Contractor purchased equipment prior to assembly and prepare Equipment Inspection and Testing Reports (CDRL A014).

5.2.3.1.2 The Contractor shall conduct burn-in test prior to assembly.

5.2.3.2 Failure Analysis

5.2.3.2.1 The Contractor shall perform failure analysis at the component, sub-assembly and assembly levels.

5.2.3.2.1.1 The Contractor shall provide Failure Modes, Effects, and Criticality Analysis Reports (CDRL A015).

5.2.3.2.1.2 The Contractor shall provide Failure Analysis Summary Lists (CDRL A016).

5.2.3.2.2 The Contractor shall analyze and recommend appropriate levels of testing depending upon system maturity, number of production units, original equipment manufacturer (OEM) factory testing, and installation testing.

5.2.3.3 Integration/Assembly Testing

5.2.3.3.1 The Contractor shall support the metal/mechanical fabrication quality assurance as an in-process step of production.

5.2.3.3.2 The Contractor shall support the wire fabrication quality assurance as an in-process step of production.

5.2.3.3.3 The Contractor shall support the component fabrication quality assurance as an in-process step of production.

5.2.3.4 Pre-Installation Test and Check Out (PITCO)

5.2.3.4.1 The Contractor shall support testing and check out vendor provided or internally developed racks, field change kits, enclosures, cases and other systems as they apply to CP.

5.2.3.4.2 The Contractor shall prepare Production Test Plans (CDRL A017).

5.2.3.4.3 The Contractor shall prepare test procedures to perform subassembly, assembly and system level testing (CDRL A018).

5.2.3.4.4 The Contractor shall prepare test reports (CDRL A019).

5.2.3.4.5 The Contractor shall support testing through loading the Operation software.

5.2.3.4.6 The Contractor shall support testing through loading the Application software.

5.2.3.4.7 The Contractor shall support a System test to verify the components function together.

5.2.3.4.8 The Contractor shall support a System-to-System test to verify that SPAWAR's C4ISR products work together.

5.2.3.5 Environmental Test

5.2.3.5.1 The Contractor shall support shock hardening and Electromagnetic Interference (EMI) testing.

5.2.3.5.2 The Contractor shall support environmental tests at the Government-designated facility.

5.3 PRODUCTION EXECUTION

5.3.1 Asset Management

5.3.1.1 The Contractor shall receive, unpack, and inspect all material and equipment.

5.3.1.1.1 The Contractor shall perform shipping document-to-item comparisons.

- 5.3.1.1.2 The Contractor shall conduct burn-in tests and verification on received material as required.
- 5.3.1.2 The Contractor shall prepare a Parts Management Plan (CDRL A020).
- 5.3.1.3 The Contractor shall track production material and equipment to the serial number for the lowest (line) replaceable unit (LRU).
- 5.3.1.4 The Contractor shall track production material and equipment by part number and program sponsor.
- 5.3.1.5 The Contractor shall track consumable materials to the batch or production lot.
- 5.3.1.6 The Contractor shall store, track and report on equipment and material inventories in the production inventory database resident in the EDW (See Para. 5.1.7).
- 5.3.1.7 This database shall provide a basis to manage and inventory parts and to identify alternate sources.
- 5.3.1.8 The database shall track hardware component failures.
- 5.3.1.9 The Contractor shall generate periodic and adhoc reports to support asset management functions (CDRL A021). Such reports shall include master site inventories, inventory utilization data reports, consumable parts bond room/inventory parts usage reports, material discrepancy reports, status of items on order, and notice of part or model number changes.
- 5.3.1.10 The Contractor shall protect the physical security of production assets at all times.

5.3.2 Packaging, Handling, Shipping and Transportation (PHS&T)

- 5.3.2.1 The Contractor shall support warehousing, staging and general PHS&T requirements for SPAWAR CP-processed systems.
- 5.3.2.2 The Contractor shall perform packing and shipping in accordance with all military and commercial packaging and hazardous material requirements.
- 5.3.2.3 The Contractor shall provide a Packaging Plan (CDRL A022).
- 5.3.2.4 The Contractor shall expedite shipping for emergency responses.
- 5.3.2.5 The Contractor shall prepare shipping requests, transfer documentation, and other correspondence associated with the internal tracking of system components and related hardware.

5.3.3 Pre-Production

The Contractor shall perform pre-production activities to include, but not limited to, item hardening, cable fabrication and the preparation of terminated cable kits.

5.3.4 Fabrication

The Contractor shall fabricate parts, brackets, and enclosures necessary for supporting components in place for proper operation and necessary for the system to perform its mission.

5.3.5 Assembly and Integration

5.3.5.1 The Contractor shall assemble and integrate piece parts, components, and assemblies to deliver products to include, but not limited to, fully integrated enclosures, rack kits, mobile cases, ashore racks, and afloat racks.

5.3.5.2 The Contractor shall maintain QA at designated levels in the production and integration processes.

5.3.5.3 The Contractor shall conduct a Physical Configuration Audit/Function Configuration Audit (PCA/FCA) at the appropriate place in the production process and update drawings and system documentation as required.

5.3.6 Software Loading and Duplication

5.3.6.1 The Contractor shall load and test the system software upon completion of hardware integration.

5.3.6.2 The Contractor shall interface with the In-Service Engineering Agent (ISEA) to ensure the correct software versions are loaded.

5.3.6.3 The Contractor shall reproduce UNCLASS, GENSER, and SCI media for backup and installation.

5.3.7 Refurbishment Support

5.3.7.1 The Contractor shall receive retrograde systems and determine suitability of the material for refurbishment and reuse, Defense Reutilization Material Office (DRMO) processing, or other disposition method.

5.3.7.2 The Contractor shall disassemble each system, test disassembled components for usability, and provide a recommendation as to the best use or disposition of the material.

5.3.7.3 The Contractor shall maintain a database hosted on the EDW to identify and track refurbished and reused components.

5.3.8 Troubleshooting and Repair

5.3.8.1 The Contractor shall troubleshoot and repair faulty assemblies.

5.3.8.2 The Contractor shall prepare Repairable Items Inspection Reports (CDRL A023).

5.3.8.3 The Contractor shall perform interim support of delivered systems as required.

5.3.9 Documentation and Configuration Data**5.3.9.1 Integrated Logistic Support (ILS) Documentation**

5.3.9.1.1 The Contractor shall verify that all required ILS documentation and data required by the ISEA is complete, reproduced and packaged with the system to be delivered to the AIT.

5.3.9.1.2 The Contractor shall ensure the Installation & Checkout (INCO) List and Interim Support Items List (ISIL) properly reflect the requirements of each system being processed through the CP GMCO facility in support of the ISEA.

5.3.9.1.3 The Contractor shall evaluate and determine if items required for initial equipment installations are adequate to sustain checkout/acceptance testing. If the Contractor determines the INCO listing is inadequate, the Contractor shall make written recommendations to correct the discrepancies (CDRL A003).

5.3.9.2 COTS Manuals

5.3.9.2.1 The Contractor shall ensure all COTS manuals supplied with off-the-shelf hardware and software items along with any supplemental information required to operate and maintain the system are present and complete.

5.3.9.2.2 The Contractor shall assess the adequacy of the COTS manuals and supplements for the operation and maintenance of the systems under processing ensuring that they conform to the minimal technical content requirements of MIL-HDBK-1221. The Contractor shall immediately notify the Government in writing of any inadequacies identified in the course of COTS manuals evaluations, and recommend alternative solutions (CDRL A003).

5.3.9.3 Configuration Management (CM) Program

5.3.9.3.1 The Contractor shall provide CM support for all systems software and hardware components.

5.3.9.3.2 The Contractor shall identify all hardware and software components.

5.3.9.3.3 The Contractor shall affix a unique serial number to all major hardware components that do not already contain either a serial number or a unique manufacturer serial number. These serial numbers shall be available for tracking all components in the SPAWAR CP facility, at other naval activities, and in deployed systems. These serial numbers shall be available for use in tracking parts for warranty repairs.

5.3.9.3.4 The tracking process shall ensure that all components are accounted for and that responsibility for parts is maintained at all times.

5.3.9.3.5 CM Database

5.3.9.3.5.1 The Contractor shall populate existing Government CM database(s) (See Para. 5.1.7) of all hardware and software components to establish the standard CP baselines as required.

5.3.9.3.5.2 The Contractor shall update the database(s) as new or modified software and hardware components are incorporated into the system.

5.3.9.3.5.3 Utilizing existing Government CM database(s), the Contractor shall maintain CM data and documents by system, hull type, location, functional area, work breakdown area, originator, in and in/out dates, location and additional information to effectively identify the subject material.

5.3.9.3.6 The Contractor shall prepare as-delivered configuration lists of the shipped systems to support ISEA and ILS efforts (CDRL A024).

5.3.9.3.7 The Contractor shall establish and maintain a central library of all available logistical, hardware and configuration related documents, including, but not limited to, drawings.

5.3.9.3.8 The Contractor shall formulate matrices of results, recommendations and solutions pertinent to maintaining a high quality level of warranty (CDRL A003).

5.3.9.3.9 The Contractor shall provide support to the Government CCB by attending meetings and providing technical input as required (CDRL A003)

6. SECURITY REQUIREMENTS

Contractor personnel supporting CP shall be a minimum of CONFIDENTIAL with designated personnel holding SECRET or TOP SECRET clearance. The Contractor's request for all visit authorizations under this task shall be

submitted in accordance with (IAW) DOD 5220.22M (Industrial Security Manual for Safeguarding Classified Information) not later than one week prior to any visits required by individual delivery orders. Requests shall be forwarded via:

Commanding Officer,
Space and Naval Warfare Systems Center, Charleston
PO Box 190022
North Charleston, SC 29419-9022
Attn: Security Office,
(for certification of need to know, the DD-254 of the basic contract applies).

Security Clearances:

- (a) Offerors proposed on-site personnel must either possess or be able to obtain the clearances required prior to work performance under the contract
- (b) For personnel who will require a Secret clearance during performance, offerors must indicate whether that individual currently holds a Secret Clearance OR that a National Agency Check Inquiry (NACI) conducted by the Department of Defense has been completed within the fourteen and one-half (14 1/2) year period prior to the date specified for the start of performance for the contract (or that an update has been submitted).
- (a) For personnel who do not currently possess the required security clearance, offerors must indicate that, to their knowledge, the individual will be able to obtain the appropriate clearance.

7. FACILITIES

7.1 CONTRACTOR MANAGEMENT AND RECEIVING FACILITY (CONTRACTOR PROVIDED)

The Contractor shall provide an UNCLASS management and receiving facility for the performance of this contract. The Contractor may be required to receive or ship parts and equipment at this facility to support emergent production requirements. Upon receipt of parts and equipment, the Contractor shall provide those items directly to the SPAWAR CP facility or as directed by the SPAWAR Production Manager. The Contractor's permanent management and receiving support facility must be in place no later than 45 days after contract award. Specifically, the Contractor shall provide sufficient office space for the management, engineering, administrative, and technical support personnel required by this contract to directly support C4ISR system production and integration. The maximum area for this effort is considered to be 2,000 square feet. The Charleston, SC facility is the principle SPAWAR CP facility. Production procedures will be developed and validated in Charleston, SC. The Charleston, SC production model may be replicated in San Diego, CA and Norfolk, VA to handle increased volume and emergent regional requirements. Therefore, in the out years, the Contractor may be required to establish similar facilities to perform work in San Diego, CA and Norfolk, VA. The Contractor shall provide a plan to accommodate future facilities work. It is estimated that during the contract base year and first option year, 100% of work will be performed in Charleston, SC. The work breakdown for the remaining contract option years is estimated at 70% in Charleston, SC, 20% in San Diego, CA and 10% in Norfolk, VA. The facilities must be located within a 30-minute drive of each of these three areas: SPAWARSYSCEN, Charleston, SPAWARSYSCEN, San Diego, and SPAWARSYSCEN, Norfolk.

7.2 SPAWAR CORPORATE PRODUCTION FACILITY (GOVERNMENT PROVIDED)

The Government will provide production and industrial warehousing facilities in Charleston, SC to accommodate the production and integration of the C4ISR systems and storage of the equipment and material required for system production. Technical and administrative workspace will also be provided for on-site key personnel. Contractor production support efforts will be performed within the SPAWAR Corporate Production facilities at SPAWARSYSCEN Charleston (Currently building 3112), SPAWARSYSCEN, San Diego, and SPAWARSYSCEN, Norfolk. It is estimated that during the contract base year and first option year, 100% of work will be performed in Charleston, SC. The work breakdown for the remaining contract option years is estimated at 70% in Charleston, SC, 20% in San Diego, CA and 10% in Norfolk, VA.

C-310 GIDEP PROGRAM

(a) The contractor shall participate in the Government-Industry Data Exchange Program (GIDEP) under the latest revision of GIDEP Requirements Guide, NAVSEA S0300-BU-GYD-010. GIDEP is an invaluable tool in the government's war against inefficiency, and is limited to participating activities. GIDEP will retain and provide data and/or reports provided in compliance with this contract on a privileged basis. Compliance with the provisions of this clause shall not relieve the contractor from complying with other provisions of the contract.

(b) The contractor may insert paragraph (a) of this clause in any subcontract hereunder exceeding \$500,000. When so inserted, the word "contractor" shall be changed to "subcontractor."

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

GIDEP Operations Center
PO Box 8000
Corona, CA 91718-8000

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

C-313 SECURITY REQUIREMENTS

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. (1) involves access to and handling of classified material up to and including **TOP SECRET**.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer, Space and Naval Warfare Systems Center Charleston, P. O. Box 190022, N. Charleston, SC 29419-9022.

C-314 DISPOSITION OF GOVERNMENT FURNISHED PROPERTY

When disposition instructions for Government Furnished Property are contained in the accountable contract or on the supporting shipping documents (DD Form 1149) the Contractor shall initiate and submit an excess inventory listing to the Procuring Contracting Officer (PCO), via the activity Property Administrator.

When disposition instructions are not stipulated in the contract or supporting shipping document (DD Form 1149) and excess inventory listing identifying Government Furnished Property and, under cost reimbursement contracts, Contractor Acquired Property, will also be submitted to the PCO, via the activity Property Administrator, at which time disposition instructions will be provided.

At the time of the Contractor's regular annual inventory, the Contractor will provide the PCO, via the activity Property Administrator, a copy of the physical inventory listing.

C-315 WORK WEEK

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week for Government employees at Space and Naval Warfare Systems Center Charleston is Monday

through Friday, 7:30 am to 4:00pm; however, additional shifts and overtime may be required to meet production deadlines. Work at this Government installation shall be performed by the contractor within the normal workweek **unless differing hours are specified on the individual task orders.** Following is a list of holidays observed by the Government:

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal work week for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

Note: Sunday hours will only be considered overtime if they are worked in addition to a normal 40-hour work week. If hours worked on Sunday compose part of the 40-hour work week, then just Sunday differential pay would be appropriate.

C-317 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-319 LIABILITY INSURANCE--COST TYPE CONTRACTS

(a) The following types of insurance are required in accordance with the FAR 52.228-7 "Insurance--Liability to Third Persons" clause and shall be maintained in the minimum amounts shown:

- (1) Workers' compensation and employers' liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person
\$500,000 per occurrence
\$ 20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

(End of clause)

C-324 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

(a) If performance of any work under this contract is required at a Space and Naval Warfare Systems Center Charleston (SPAWARSYSCEN Charleston) facility, the Contractor shall contact the SPAWARSYSCEN Charleston Safety and Environmental Office, Code J0AD, prior to performance of ANY work under this contract.

(b) Contractors are responsible for following all safety and health related State and Federal statutes and corresponding State, Federal, and/or Navy regulations (i.e., NOSINST 5100.5C, Occupational Safety and Health Manual) protecting the environment, contractor employees, and persons who live and work in and around contractor and/or federal facilities.

(c) Contractors shall monitor their employees and ensure that they are following all safety regulations particular to the work areas. Contractors shall ensure that their employees (i) wear appropriate safety equipment and clothing, (ii) are familiar with all relevant emergency procedures should an accident occur, and (iii) have access to a telephone and telephone numbers, to include emergency telephone numbers, for the SPAWARSYSCEN Charleston facility where work is performed.

C-325 KEY PERSONNEL (VARIATION)

(a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. Resumes for the key personnel shall be submitted and approved by the government after contract award and prior to start of performance period. No substitutions shall be made except in accordance with this clause.

(b) The offeror agrees that during the first 30 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 30 day period, all proposed substitutions must be submitted in writing, at least fifteen (1) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

<u>Name</u>	<u>Contract Labor Category</u>
	Business Operations Manager
	Production Manager
	Electronics Engineer
*	Systems Engineer
	Configuration Management Specialist
*	Senior Logistics Analyst
*	Industrial Engineer

****To be completed after submission and review of resumes. Any other employees added to fill these positions will also require review of resumes prior to beginning work under the contract.***

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

C-326 DELIVERY/TASK ORDER PROCEDURES - ALTERNATE I

Both level of effort (term) and completion type orders may be issued under this contract. Each delivery or task order will include the order type deemed appropriate by the Government.

(a) *Procedures.* Each delivery/task order shall be placed in accordance with the following procedures:

(1) Upon identification of a requirement, the Contracting Officer's Representative (COR) or originator shall contact the Contractor for the purpose of arriving at a common understanding of the technical components which constitute the basis for performance under this delivery/task order and identifying the elements necessary for

preparing a detailed Statement of Work (SOW) which contains sufficient definition to allow all parties to clearly identify an end product consistent with the scope of the contract.

(2) Within five (5) days, the Contractor shall submit to the COR and/or originator a signed submittal which includes a complete SOW, breakdown of labor, material, and ODCs in accordance with Section B of the basic contract. Discussions may be held with the contractor to resolve/clarify any discrepancies. After both parties have reached agreement regarding the technical requirements of the SOW and the cost estimate, the Contractor and the COR and/or originator shall sign and date the document to signify their common understanding of the delivery/task order requirements. The electronic copy of the complete SOW shall be submitted in Microsoft Word 97 with the following formatting characteristics: (1) No headers and/or footers; (2) One-inch (1") margins all around; (3) Times New Roman 10 font; (4) Portrait orientation; (5) Track changes accepted or rejected; and (6) Normal Style.

(3) A complete package, including the signed estimate will be forwarded by the COR to the Ordering Officer for final review and award of the delivery/task order. The cost estimate from the Contractor shall contain the following information to enable the Ordering Officer to make a determination of price reasonableness:

(i) Cost Plus Fixed Fee (CPFF).

(A) Direct labor, including labor categories, hours, rates and total.

(B) Indirect Rates.

(C) Other Direct Costs (ODCs).

1. Travel identified in the SOW needs only a total cost. Travel requirements not identified in the SOW must be fully documented including destination, number of people, number of days, airfare, per diem, car rental and other charges.

2. Material exceeding a unit price of \$2,500 must be itemized. All other materials need only a total cost.

3. Equipment must be identified as Information Technology (IT) or non-IT. All IT equipment must be itemized. Non-IT equipment exceeding a unit price of \$2,500 must be itemized. All other equipment not identified above needs only a total cost.

4. Other, as required by the proposed task/delivery order.

(D) Subcontractors. Subcontractors need only submit total cost with labor categories and hours to the prime contractor. Costs, with the same level of detail as submitted by the prime contractor for the task/delivery order, shall be submitted directly to the Government by the subcontractor.

(E) Consultants. Consultants need only submit total cost with labor categories and hours to the prime contractor. Costs, with the same level of detail as submitted by the prime contractor for the task/delivery order, shall be submitted directly to the Government by the subcontractor.

(F) Other Information.

1. A statement that the cost estimate is based upon either a completion or level of effort task and the anticipated duration of the delivery/task order.

2. For Small Business and 8(a) set-asides, the Contractor shall state that they are in compliance with the FAR 52.219-14 clause.

(G) Fee as specified in basic contract

(H) Any backup documentation not provided when you submit your cost estimate may be requested later by the Ordering Officer.

(4) Once the Ordering Officer/Administrator has reviewed and accepted the Contractor's cost estimate, a DD Form 1155 will be executed by the Contracting Officer/Ordering Officer and sent to the Contractor as notice to begin work. The Contractor is cautioned that no work is to be started prior to receipt of a properly signed and executed DD Form 1155, Order for Supplies/Services. If the cost estimate is insufficient or discussions are needed, the administrator will contact the Contractor to negotiate requirements.

(b) Content and Effect.

(1) *Each CPFF delivery/task order shall include:*

(i) Effective date of order,

(ii) Contract and delivery/task order numbers,

(iii) Type of delivery/task order (i.e., completion or term),

(iv) Estimated hours (provided for information only on completion-type orders),

(v) Estimated cost, fee or price,

(vi) Scope, including reference to applicable (contract) specifications,

(vii) Delivery or performance date,
 (viii) Place of delivery or performance,
 (ix) Accounting and appropriation data, and
 (x) Other information as appropriate (e.g., Government Furnished Property, material, or facilities to be made available for performance of the order; safety requirements; security requirements set forth on DD Form 254; data requirements set forth on DD Form 1423; etc.).

(c) *Maintenance of Records.* The Contractor shall maintain the following cost records under this contract as a minimum:

(1) Records for each delivery/task order, indicating the number of hours of direct labor performed, segregated to the individual employee performing the work,

(2) Records for each individual employee, identifying direct labor performed and segregated as to delivery/task order for which performed, and

(3) Records of all direct non-labor costs, allocated to individual delivery/task order.

(4) Nothing herein shall be deemed to excuse the Contractor from maintaining records required by other provisions of this contract.

(d) *Contractor Notification.* (1) The Contractor is responsible for immediately notifying the Ordering Officer/Administrator of any difficulties in performing in accordance with the terms of the order.

(2) Each delivery or task order under a cost reimbursement contract is deemed to include the FAR 232-20 "Limitation of Funds" or the FAR 232-22 "Limitation of Cost" clause, whichever is applicable.

C-329 CONTRACTOR RESPONSIBILITY DURING DESTRUCTIVE WEATHER CONDITIONS

During imminent destructive weather conditions, contractors working within government confines are required to secure all materials and equipment for the tasks and projects assigned to ensure proper protection and avoidance of potential hazards, unless otherwise advised by the Government On-Site Representative or the COR. Furthermore, contractors may be tasked under an existing contract or order to provide assistance as needed for any recovery. Tasking for such assistance does not authorize the contractor to exceed the actual or "Not to Exceed" amount stated on the task order or contract modification. At no time, shall the contractor place or expose its employees or any other person to life threatening or personally hazardous conditions.

(End of specification)

C-701 YEAR 2000 COMPLIANCE REQUIREMENT--INFORMATION TECHNOLOGY

(a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant when properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.

(b) Definitions

"Commercial items" is defined at the FAR 52.202-1 "Definitions" clause of this contract.

"Information technology" or "IT" as used in this requirement, means any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.

(1) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency which—

(i) Requires the use of such equipment; or

- (ii) Requires the use, to significant extent, of such equipment in the performance of a service or the furnishing of a product.
- (2) The term “information technology” includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.
- (3) The term “information technology” further includes for this contract—
 - (i) Any equipment that is acquired by a contractor incidental to a contract; or
 - (ii) Any IT (regardless of the course) used by the contractor in the performance of this contract to develop or modify IT under the requirements of this contract, or
 - (iii) Any equipment that contains imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are information technology.

“Year 2000 compliant” means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to *the extent* that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The “*proper exchange*” of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items, and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in any warranty of this contract, or in the absence of any such warranty or warranties, the remedies available to the Government under this requirement shall include those provided in the inspection clause(s) of this contract. Nothing in this requirement shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed and the results thereof.

(f) The remedies available to the Government for noncompliance with this requirement shall remain available *until 31 January 2002 or one hundred eighty (180) days* after acceptance of the last deliverable IT, item under this contract (including any option exercised hereunder), *whichever is later*. The remedies of this specification are in addition to all otherwise existing remedies, including, but not limited to, latent defect remedies.

(End of clause)

SECTION D Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-305 PREPARATION FOR DELIVERY

(a) Supplies shall be prepared for delivery in accordance with ASTM-D-3951, “Standard Practice for Commercial Packaging”, dated 1 September 1995.

(b) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129, Military Standard Marking for Shipment and Storage”.

D-307 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene and plastic as packing materials are prohibited for items destined for afloat units.

D-308 MARKING OF SHIPMENT

Each shipment of material and/or data shall be clearly marked to show the following information:

SHIP TO:	MARK FOR:
RECEIVING OFFICER	Contract #: _____
	Delivery Order #: _____
	Item #: _____
	Receiving Officer Code: _____

The receiving office is located at _____ * and is open for deliveries _____ *.

**shall be indicated on each individual delivery/task order.*

D-309 UNPACKING INSTRUCTIONS: COMPLEX OR DELICATE EQUIPMENT

Location on Container. When practical, one set of the unpacking instructions will be placed in a heavy water-proof envelope prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container in a protected location, preferably between the cleats on the end of the container adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked "UNPACKING INFORMATION."

Marking Containers. When unpacking instructions are provided shipping containers will be stenciled "CAUTION - THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED (*contractor shall state where instructions are located*)."

When practical, this marking will be applied adjacent to the identification marking on the side of the container.

Marking. All shipping containers will be marked in accordance with the Military Standard Marking for Shipment and Storage, MIL-STD-129.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT**5252.246-9203 INSPECTION AND ACCEPTANCE OF CONTRACT DATA REQUIREMENTS (JAN 1989)**

Data items submitted under Letter of Transmittal shall be the responsibility of the initial addressee under Block 14 of DD Form 1423 as to review for adequacy and contract compliance. Where deficiencies or inadequacies are noted, the initial addressee should so advise the contractor by letter within a reasonable period of time with copies to the ACO and the cognizant Technical Office indicated in Block 6 of DD Form 1423.

The initial addressee shall advise the contractor with copy to ACO and the cognizant technical code in Block 6 of DD Form 1423 at such time as each data submission submitted by a Letter of Transmittal has been satisfactorily accomplished.

Inspection and acceptance of Data Items requiring shipment under DD Form 250 shall be made in accordance with Block 7 of DD Form 1423. Where acceptance is at destination and more than one addressee is shown in Block 14 of DD Form 1423, acceptance shall be responsibility of the initial addressee.

Addressees other than the initial addressee, shall be considered informational.

(End of clause)

E-303 INSPECTION AND ACCEPTANCE--DESTINATION

Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative or his duly authorized representative within seven (7) working days after receipt of supplies/services, or completion of services at destination..

(End of clause)

SECTION F Deliveries or Performance**CLAUSES INCORPORATED BY REFERENCE:**

52.242-15	Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

CLAUSES INCORPORATED BY FULL TEXT**F-303 PERIODS OF PERFORMANCE FOR ORDERING, ORDERS, AND OPTIONS TO EXTEND TERM OF THE CONTRACT**

The period of performance of the contract, for the purpose of issuing delivery or task orders is as follows:

CLIN(S) PERIOD(S) OF PERFORMANCE FOR ISSUING ORDERS

0001-0002	19 Aug 2003 through 18 Aug 2004
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The period of performance for each order shall be stated within such order. Additional time of not more than 180 days beyond the ordering period may be allowed for completion of outstanding orders.

Upon proper execution of any option, the period of performance for option CLINs will extend the contract as follows:

CLIN(S)PERIOD(S) OF PERFORMANCE

0003-0004	1 st option year - 19 Aug 2004 through 18 Aug 2005
0005-0006	2nd option year – 19 Aug 2005 through 18 Aug 2006
0007-0008	3rd option year – 19 Aug 2006 through 18 Aug 2007
0009-0010	4th option year – 19 Aug 2007 through 18 Aug 2008

The above period(s) of performance for the option(s) to extend the term of the contract shall apply only if the Government exercises the option(s) as stated in Section B in accordance with FAR clause 52.217-9, "Option to Extend the Term of the Contract."

(End of clause)

SECTION G Contract Administration Data**ACCOUNTING AND APPROPRIATION DATA FOR THE GUARANTEED MINIMUM:**

AA: 97X4930 NH3S 000 77777 0 065236 2F 000000 B32263B01AAN
AMOUNT: \$100,000.00

FUNDING ACRN: AA
JOB ORDER NO. 6B60P70CNT (EXP: 30 SEP 03)
REQ: N65236-3226-3B01

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT**G-306 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE**

(a) The Contracting Officer hereby appoints the following individual as the Contracting Officer's Representative(s) (COR) for this contract/order:

John M. Tudder II, Code 63C-JT
SPAWARSYSCEN Charleston
P. O. Box 190022
N. Charleston, SC 29419-9022
Phone: (843) 218-5579

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the PCO or ACO has issued a contractual change.

(c) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting in behalf of the COR. The Contracting Officer hereby appoints the following individual as the Alternate COR:

**To be specified at a later date.*

(End of clause)

G-314 TYPE OF CONTRACT

This is an **Indefinite Delivery/Indefinite Quantity Cost-Plus-Fixed Fee** contract.

G-317 INVOICING INSTRUCTIONS (COST REIMBURSEMENT CONTRACTS)

(a) Invoices/vouchers shall be submitted not more than every 2 weeks covering the amount claimed to be due for services rendered and cost incurred thereunder. There will be a lapse of no more than thirty days between performance and submission of invoices.

(b) The contractor will prepare five (5) copies of his invoices/vouchers. **The original and one (1) copy of the invoices/vouchers will be forwarded to the cognizant Defense Contract Audit Agency (DCAA). One (1) copy of the invoices/vouchers shall be forwarded to Space and Naval Warfare Systems Center Charleston, Code 123, P. O. Box 190022, N. Charleston, SC 29419 and one (1) copy will be sent to the COR at the address specified below.**

(c) Invoices/vouchers will contain the following information:

- (1) Contract number and contract line item number;
- (2) Description of work;
- (3) Straight time labor charges by man-hours, classification and price; in the case of cost-plus-fixed-fee type contracts, the invoice shall cite direct labor hours and labor rates incurred by labor category, total costs incurred and fixed fee billed.
- (4) Premium time and charges (if any) by man-hours, classification, price/cost and name of approving official.
- (5) Uncompensated overtime hours (if any) worked for the invoice period, by labor category, as identified in the FAR 52.237-10 "Identification of Uncompensated Overtime" provision.
- (6) Travel and per diem costs (if any).
- (7) Other costs incurred and allowable under the contract and identification of such costs.
- (8) Additional information as required.
- (9) Withholding under the Payments clause, if any.
- (10) Cumulative value of all billings to date by cost incurred and fixed fee billed.

(d) For all but the final invoice/voucher, DCAA will review and approve invoices/vouchers for provisional payment and forward them to the paying office. Payment will be made by the Disbursing Office upon the basis of the DCAA approved invoice/voucher. The Contracting Officer's Representative (COR) will review his/her copy of the invoice/voucher and complete a Contractor Invoice Review Form. The COR will retain this form in the COR files. If the COR identifies discrepancies on the invoice, he will pursue resolution with the Contractor and request a revised invoice reflecting the correction.

(e) The final invoice/voucher will be forwarded to the Contracting Officer for approval and forwarding to the DCAA and disbursing office for final payment. The final invoice/voucher identified as such will list all invoices/vouchers previously tendered. Final payment will be predicated upon the execution of a Material Inspection and Receiving Report (DD Form 250) or other acceptance shall be deemed to have occurred on the effective date of the contract settlement. In accordance with FAR 32.905(f)(6), the Material Inspection and Receiving Report (DD Form 250) shall include the signature, printed name, title, mailing address, and telephone number of the Government official responsible for acceptance or approval of the supplies or services. The Contracting Officer's Representative is the acceptance and approval official.

(f) The COR, ACOR and cognizant DCAA offices of this contract are:

CONTRACTING OFFICER'S REPRESENTATIVE (COR):

NAME:
CODE: 63C-JT
ADDRESS: SPAWARSYSCEN Charleston
P. O. Box 190022
N. Charleston, SC 29419-9022

ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ACOR):
(if appointed)

NAME: (to be specified at a later date)
CODE:
ADDRESS:

DEFENSE CONTRACT AUDIT AGENCY (DCAA):

NAME
ADDRESS: DCAA North Carolina Branch Office
415 North Edgeworth St., Suite A
Greensboro, NC 27401-2163

(g) The DCAA office specified above is hereby designated as the cognizant audit agency for payments resulting from this contract, receiving invoices/vouchers from contractor, approving interim vouchers and issuing DCAA Form 1, Notice of Contract Costs Suspended and/or Disapproved, to deduct costs where allowability is questionable.

(h) The Contracting Officer, or his/her designated authorized representative, approves all completion/final invoices/vouchers and sends them to the disbursing office; and may issue or direct the issuance of DCAA Form 1 on any cost when there is reason to believe it should be suspended or disallowed.

(i) No interest penalty shall be paid to the contractor as a result of delayed contract financing payments. For purposes of the final invoice, payment is made after acceptance of services by the Government and is subject to assessment of interest penalty for payment delays in accordance with the FAR 52.232-25, Prompt Payment, clause of this contract.

(j) For purposes of payment under the final invoice, the constructive period in paragraph (a) (6) of the FAR 52.232-25, Prompt Payment, clause of this contract is changed from 7 days to 30 days.

(End of clause)

G-319 RETENTION OF GOVERNMENT PROPERTY ADMINISTRATION

In accordance with FAR 42.201, the Procuring Contracting Officer specifically retains performance of property administration functions under this contract. The Space and Naval Warfare Systems Center-Charleston, Code 09A12, Property Control Branch, P.O. Box 190022, North Charleston, S.C. 29419-9022 is hereby designated by the Contracting Officer as the Property Administrator to ensure compliance with the contract's property requirements and the provisions of FAR Subpart 45.5.

G-320 SUBMISSION OF DD FORM 1662 "DOD PROPERTY IN THE CUSTODY OF CONTRACTORS"

Pursuant to the clause at DFARS 252.245-7001 "Reports of Government Property" clause, the contractor shall provide in duplicate the DD Form 1662 to the activity property administrator at the address set forth below by 31 October of the current year:

Space and Naval Warfare Systems Center-Charleston, Code 09A12, Property Control Branch, P.O. Box 190022, North Charleston, S.C. 29419-9022.

G-321 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002)

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

(End of clause)

SECTION H Special Contract Requirements

5252.215-9210 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE (NOV 1991)

All representations and certifications and other written statements made by the contractor in response to Section K of the solicitation or at the request of the contracting officer which are incident to the award of the contract or modification of this contract, are hereby incorporated by references with the same force and effect as if they were given in full text.

(End of clause)

5252.232-9206 SEGREGATION OF COSTS

The Contractor agrees to segregate costs incurred under this contract at the lowest level of performance, either task or subtask, rather than on a total contract basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G of the contract or in the task or delivery order which authorizes work. Payment of Contractor invoices shall be accomplished only by charging the ACRN which corresponds to the work invoiced.
5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Donna Johnson, Code 0217DJ
 ADDRESS: SPAWARSCEN Charleston
 P. O. Box 190022
 N. Charleston, SC 29419-9022
 TELEPHONE: (843) 218-5931 FAX: (843) 218-5963
 E-MAIL: donna.johnson@navy.mil

(End of clause)

5252.245-9201 GOVERNMENT FURNISHED PROPERTY (MAR 2002)

The Government will provide only that property set forth below, notwithstanding any provisions of the specification(s) to the contrary:

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>DATE</u>	<u>LOCATION</u>
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[Type, quantity, where and when of GFP to be provided will be specified on individual task orders]

(End of clause)

H-320 ALTERNATIVES AND UPDATES TO SPECIFICATIONS AND STANDARDS

- (a) The Department of Defense is --
- (1) committed to minimizing the use of military and federal specifications and standards; and
 - (2) seeking to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements.
- (b) The Contractor --
- (1) is encouraged to identify and propose alternatives to specifications and standards cited in this contract;
 - (2) may submit to the Contracting Officer a proposal addressing alternatives to contractually mandated military, federal, or commercial specifications and standards, consisting of the following:
 - (i) a copy of the proposed alternatives;
 - (ii) a comparison of the proposed alternatives to the specifications or standards cited in the contract; and
 - (iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.
- (c) If the Contractor has a contract, or multiple DOD contracts, that incorporate outdated or different versions of military, federal, or commercial specifications or standards, the Contractor may request that all of its contracts

be updated to the latest version of the applicable specifications or standards. Updating must not affect the form, fit, or function of any deliverable item, and must demonstrate a benefit to the government. The Contractor may submit updating requests to the Contracting Officer through the cognizant contract administration office. The government will, to the extent practicable, evaluate the acceptability of any proposed alternative. If a proposed alternative is not considered for the instant procurement, it will be considered for future procurement. If the Contracting Officer does not accept the proposed alternative, the Contractor agrees to perform the contract in accordance with the specifications and standards cited in the contract.

H-322 TYPES OF TASK OR DELIVERY ORDERS

The following types of task or delivery orders may be issued under this contract:

(*) A cost-plus-fixed-fee (CPFF) level of effort (LOE) task order will be issued when the scope of work is defined in general terms requiring only that the contractor devote a specified LOE for a stated time period.

(*) A cost-plus-fixed-fee (CPFF) completion task order will be issued when the scope of work defines a definite goal or target which leads to an end product deliverable (e.g., a final report of research accomplishing the goal or target).

() A time-and-material task order will be issued when it is not possible to accurately estimate the extent or the duration of the work or to anticipate costs, including materials, with any reasonable degree of confidence.

() A labor-hour task order will be issued when it is not possible to accurately estimate the extent or the duration of work or to anticipate costs with any reasonable degree of confidence (materials need not be included).

() A firm-fixed-price (FFP) delivery order will be issued when acquiring commercial items, or for acquiring other supplies or services on the basis of reasonably definite or detailed specifications and fair and reasonable prices can be established at the outset.

**As indicated on individual task orders.*

H-323 CONTRACTOR PICTURE BADGE

(a) A contractor picture badge may be issued to contractor personnel by the **SPAWARSYSCEN Charleston Security Office***upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at **SPAWARSYSCEN Charleston** prior to completion of the picture badge request.

(b) An automobile decal will be issued by **SPAWARSYSCEN Charleston Pass Office** upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

(d) At the completion of the contract, the contractor shall forward to **SPAWARSYSCEN Charleston Security Office** a list of all unreturned badges with a written explanation of any missing badges.

*For work performed in Charleston, SC or Norfolk, VA, contact the SPAWARSYSCEN Charleston Security and Pass Offices. For work performed in San Diego, CA, contact SPAWAR San Diego Security and Pass Offices.

H-329 CONTRACTOR ACQUIRED PROPERTY/GOVERNMENT FURNISHED PROPERTY

This contract contains the clause entitled "Government Furnished Property". However, receipt of Government Furnished Property or Contractor Acquired Property is not authorized under this contract. Such property may be acquired only upon receipt of a fully executed delivery or task order or modification to a delivery or task order that specifically authorizes acquisition of the property by the contractor. Requests for Contractor Acquired Property must be made to the cognizant Contracting Officer.

Any property acquired by the Contractor without a delivery or task order or modification to a delivery or task order authorizing such acquisition, is done so at the Contractor's own risk.

H-341 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

H-343 CONTRACT DATA REQUIREMENTS – DELIVERY ORDERS

The data items shown on the DD Form 1423, Contract Data Requirements List, or included in the Statement of Work are either known data requirements or a general description of the data to be clarified or restated on each delivery order.

H-344 DELIVERY ORDER LIMITATION OF COST/FUNDS

In accordance with the FAR Clause 52.232-20, "Limitation of Cost," or 52.232-22 "Limitation of Funds," the Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred under orders issued under the resultant contract, except as authorized by the contracting officer.

The cost factors utilized in determining the estimated costs under any order placed hereunder shall be the applicable rates current at the time of issuance of the task or delivery order, not to exceed, however, any ceilings established by the terms of this contract.

If at any time 75% of either the estimated cost or estimated level of effort specified in the task or delivery order is reached and it appears that additional funds and/or level of effort is required to complete performance, the Contractor shall promptly notify the Ordering Officer in writing. Such notification shall include the cost and level of effort expended and that which will be required to complete performance. The Government shall have the right to modify the task or delivery order accordingly.

If the Contractor exceeds the estimated costs authorized by task or delivery order placed hereunder, the Government will be responsible only for reimbursement of the cost and payment of fee in an amount up to that established by the task or delivery order.

The total amount of all task or delivery orders issued shall not exceed the estimated costs and fixed fee or level of effort set forth in this contract.

H-345 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT

Wage Determinations #94-2473, Rev (27)(Attachment 2), #94-2057 (Rev. 32)(Attachment 9), and #94-2543 (Rev. 32) (Attachment 10), incorporated herein, set forth the applicable Service Contract Act Wage Determination by the Secretary of Labor.

H-349 REIMBURSEMENTS UNDER COST REIMBURSEMENT, TIME AND MATERIAL AND LABOR HOUR CONTRACTS**(a) Office Equipment**

The costs for acquisition, usage or rental of General Purpose Office Equipment including, but not limited to, typewriters, word processing machines, computers, computer time, printers, reprographic and xerographic copying machines, telecopiers, telephone equipment, and postage machines are considered overhead expenses and shall not be directly reimbursable under this contract. Such costs shall be included in the hourly rates payable under paragraph (a)(1) of the FAR 52.232-7 "Payments under Time-and-Material and Labor-Hour Contracts" clause, if this is a time-and-material or labor-hour contract. These overhead expenses will be reimbursed to the contractor as indirect costs under the FAR 52.216-7 "Allowable Cost and Payment" clause, if this is a cost-reimbursement contract.

(b) Overtime

Overtime is contemplated only on an emergency basis. However, if the need for overtime arises, such overtime shall not be worked without written authorization from the Contracting Officer.

(c) Overtime/Holiday Rate

(1) Overtime is defined as time worked in one workweek in excess of 40 hours in such workweek. Holiday time is defined as any time worked on a legal Federal Holiday. Legal Federal holidays for the purpose of this contract are listed below:

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

(2) Overtime and/or holiday work may be worked by the Contractor only to the extent it is specifically authorized in writing, by the ordering activity on individual orders placed under the contract. No additional hours of overtime may be worked without additional written authorization.

(3) Unless the contractor states otherwise in contractor's proposal it will be deemed that the contractor shall observe the same holidays as the Government and shall otherwise be open for business Monday through Friday during the performance of the contract.

(d) Vehicle and/or Truck Rental

When any special vehicles and/or trucks are required, the cost for contractor-owned vehicles and/or trucks shall be included in the overhead rate. The contractor shall be reimbursed for actual rental/lease of vehicles and/or trucks, only if authorized by individual task/delivery orders. Reimbursement of such rental shall be made based on actual amounts paid by the contractor.

(e) Expendable Material

Expendable materials, such as clerical supplies and materials which are considered to be a normal cost of doing business, are considered to be overhead expenses. They shall not be billed as a separate material cost.

(f) Other Material

Material, other than expendable material, shall be furnished pursuant to specific authorization in a task/delivery order issued under this contract. The contractor will be required to support all material costs claimed by submission of paid subcontractor invoices. Contractor will be reimbursed at the contractor's cost less any applicable discount, plus material handling costs, if any.

H-350 REIMBURSEMENT OF TRAVEL COSTS

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. The travel request shall be submitted three weeks in advance, when possible, prior to incurring any travel costs, and shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation* prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

* Federal Travel Regulation (FTR) Amendment 75 was published in the Federal Register as a Final Rule on December 2, 1998. This final rule changed how the FTR maximum per diem rate limitations are computed, including extracting lodging taxes from the per diem rates and allowing payment of lodging taxes as a miscellaneous expense instead. Some contractors may encounter a significant administrative burden and incur substantial costs in modifying their systems to comply with this Final Rule. Therefore, contractors may choose to satisfy the limitation on allowable travel costs by continuing to use the FTR maximum per diem rates and the definitions of lodging, meals, and incidental expenses in effect on December 31, 1998, or the revised FTR rates and definitions that went into effect on January 01, 1999. Contractors may choose the maximum per diem rate computation methodology for all contractor travel from October 01, 1999 through September 30, 2002 (see the DAR deviations issued under DAR Tracking Number 99-O0013, 2000-O0005, and 2001-O0003). Contractors shall use the revised FTR rates and definitions that went into effect on January 01, 1999 for all contractor travel after October 01, 2002, unless (A) the Director of Defense Procurement further extends the deviation, or (B) the coverage in FAR 31.205-46(a) (2) is revised.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate shown in Section B; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50) miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract. When authorized, per diem shall be paid by the contractor to his employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR).

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees for authorized per diem, as described above, not to exceed the authorized per diem. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. Fractional billing shall be on a 1/4, 1/2, and 3/4 basis. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) For transportation other than described in subparagraph (d)(5) below, the contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the

written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR).

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR).

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(4) The contractor's invoices shall include evidence, such as receipts, substantiating actual costs incurred for authorized travel. Such payments shall never exceed the rates of common carrier.

(5) The contractor shall not be paid for travel mileage for contractor personnel who reside in the metropolitan area in which the services are being performed. Travel mileage shall not be paid for services performed at the contractor's home facility or at any location within a driving radius of 50 miles from the contractor's home facility.

(End of clause)

H-352 CONTRACT MAXIMUM AMOUNT

During the life of this contract, the total maximum dollar amount available for placement under task orders is cumulative with each option exercised, and unexpended balances may be used in succeeding option years.

H-355 CONTRACTOR IDENTIFICATION

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

SECTION I Contract Clauses**CLAUSES INCORPORATED BY REFERENCE:**

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
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
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2003

52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
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
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	AUG 1999
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
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
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic	SEP 2001

	Enterprises-DoD Contracts	
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award through expiration of any option period that is exercised.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$10,000,000.

(2) Any order for a combination of items in excess of \$20,000,000; or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after the expiration of the contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed **6 months**. The Contracting Officer may exercise the option by written notice to the Contractor **within 30 days prior to the expiration of the contract**.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five years and six months**.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

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

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

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

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

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

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

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

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

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

**To be specified in individual task or delivery orders.*

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefits</u>
Secretary III	\$14.51
Technical Writer	\$23.87
Word Processor III	\$13.02
Drafter II	\$11.64
Drafter III	\$13.02
Drafter IV	\$16.13
Electronics Technician I	\$15.84
Electronics Technician II	\$16.69
Electronics Technician III	\$17.53
Engineering Technician I	\$10.37
Engineering Technician II	\$11.64
Engineering Technician III	\$13.02
Engineering Technician IV	\$16.13
Computer Programmer II	\$16.13

Computer Programmer III	\$19.73
Computer Systems Analyst II	\$23.87
Computer Systems Analyst III	\$28.61
Material Handling Laborer	\$10.76
Warehouse Specialist	\$13.30
Stock Clerk	\$12.46
Truckdriver/Tractor Trailor	\$15.84
Shipping/Receiving Clerk	\$12.46

(End of clause)

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (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:

Any subcontractor not approved at time of award must be approved, in writing, by the Contracting Officer.

(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) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) 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)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the _____ and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the _____ and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. _____. This may be confirmed by contacting _____."

(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): <http://farsite.hill.af.mil/>
www.arnet.gov/far

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(NOV 2001)

- (a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

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

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

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

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

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Space and Naval Warfare Systems Center Charleston, Security Code 0A1; by telephone, DSN 588-4084 or 6737 or commercial (843) 218-4084 or 6737.

(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
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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)

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

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

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

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

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

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

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

(i) Noncommercial items; or

(ii) Commercial items that--

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

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

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

(End of clause)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (MAY 1995)

(a) When placing orders under Federal Supply Schedules or Personal Property Rehabilitation Price Schedules, the Contractor shall follow the terms of the applicable schedule and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule or Personal Property Rehabilitation Price Schedule contractor).

(2) The following statement:

This order is placed under written authorization **from Space and Naval Warfare Systems Center, Charleston, SC** dated **Date of Award**. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract or Personal Property Rehabilitation Price Schedule contract, the latter will govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) If a Federal Supply Schedule contractor refuses to honor an order placed by a Government contractor under an agency authorization, the Contractor shall report the circumstances to the General Services Administration, FFN, Washington, DC 20406, with a copy to the authorizing office.

(c) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(d) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. Such termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]: *

Government Remittance Address: *

*To be specified at time of award.

(End of clause)

Section J List of Documents, Exhibits and Other AttachmentsList of Attachments

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Attachments 4-8 and 11 are not included with the contract award since they pertain to the RFP only.

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List of Exhibits

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