SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE	OF	PAGES
	DO/C9E	1		103

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	N00174-03-R-0043	[ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	10 Mar 2004	N00174-03-R-0043A

7. ISSUED BY	CODE N00174	8. ADDRESS OFFER TO (If other than Item 7)	CODE
NAVSEA INDIAN HEAD 101 STRAUSS AVE ATTN: MICHAEL BURCH 1141B BURCHML@IH.NAVY.MIL INDIAN HEAD, MD 20640-5035 TEL: 301/744-6662 FAX: 301/744-6546		See Item 7 TEL: FAX:	

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

SOLICITATION

9. Sealed offers in original and 1 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 Bldg. 1558 until 03:00 PM (Hour) local time 12 Apr 2004 (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	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
	MICHAEL BURCH	30/744-6662	burchml@ih.navy.mil

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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ 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	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE / 18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) / ITEM
24. ADMINISTERED BY (If other than Item 7) / CODE		25. PAYMENT WILL BE MADE BY / CODE
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:		27. UNITED STATES OF AMERICA (Signature of Contracting Officer) / 28. AWARD DATE

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

SCHEDULE

BASE YEAR

SECTION B – SUPPLIES OR SERVICES AND PRICES

Item	**Supplies or Services**
0001	Metal Munitions Containers - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.1.
0002	Metal Munitions Tools and Fixtures - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.2.
0003	Metal Munitions Handling Equipment - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.3.
0004	Electrical Cables - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.4.
0005	Test Equipment - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.5.
0006	Testing Support - Engineering and technical support in assisting with conducting test and evaluation of all operational and functional aspects of newly designed or modified metal munitions containers, tools and fixtures, handling equipment, electrical cables, and test equipment in accordance with paragraph 3.6.
0007	Program Management Support - Technical and management support for MEGSSE throughout all acquisition phases of the MEGSSE projects being supported in accordance with paragraph 3.7.
	CLINS 0001 –0007 **MAXIMUM CONTRACT LABOR COST $_____**
0008	Other Direct Costs (ODCs) ***NTE $6,597,427.50** Associates/Consultants, Travel & Supplies/Materials in Support of CLINS 0001 through 0007

0009 Technical Data Requirements for Items 0001 through 0007 in accordance with Contract Data

Requirements List, Exhibit A, and as provided in individual task orders. **NSP

TOTAL CEILING AMOUNT **$_____**

***Not To Exceed – Inclusive of G&A. Fee is prohibited on Associates/Consultants, Travel.**

****Not Separately Priced**

SCHEDULE

FIRST OPTION YEAR

SECTION B – SUPPLIES OR SERVICES AND PRICES

Item	**Supplies or Services**
0101	Metal Munitions Containers - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.1.
0102	Metal Munitions Tools and Fixtures - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.2.
0103	Metal Munitions Handling Equipment - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.3.
0104	Electrical Cables - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.4.
0105	Test Equipment - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.5.
0106	Testing Support - Engineering and technical support in assisting with conducting test and evaluation of all operational and functional aspects of newly designed or modified metal munitions containers, tools and fixtures, handling equipment, electrical cables, and test equipment in accordance with paragraph 3.6.
0107	Program Management Support - Technical and management support for MEGSSE throughout all acquisition phases of the MEGSSE projects being supported in accordance with paragraph 3.7.

CLINS 0101 –0107 **MAXIMUM CONTRACT LABOR COST $_____**

0008 Other Direct Costs (ODCs) ***NTE $6,597,427.50**
Associates/Consultants, Travel & Supplies/Materials in Support of CLINS 0101 through 0107

0009 Technical Data Requirements for Items 0101 through 0107 in accordance with Contract Data

Requirements List, Exhibit A, and as provided in individual task orders. **NSP

TOTAL CEILING AMOUNT **$_____**

***Not To Exceed – Inclusive of G&A. Fee is prohibited on Associates/Consultants, Travel.**

****Not Separately Priced**

SCHEDULE

SECOND OPTION YEAR

SECTION B – SUPPLIES OR SERVICES AND PRICES

Item	**Supplies or Services**
0201	Metal Munitions Containers - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.1.
0202	Metal Munitions Tools and Fixtures - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.2.
0203	Metal Munitions Handling Equipment - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.3.
0204	Electrical Cables - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.4.
0205	Test Equipment - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.5.
0206	Testing Support - Engineering and technical support in assisting with conducting test and evaluation of all operational and functional aspects of newly designed or modified metal munitions containers, tools and fixtures, handling equipment, electrical cables, and test equipment in accordance with paragraph 3.6.
0207	Program Management Support - Technical and management support for MEGSSE throughout all acquisition phases of the MEGSSE projects being supported in accordance with paragraph 3.7.
	CLINS 0201 –0207 **MAXIMUM CONTRACT LABOR COST $_____**
0208	Other Direct Costs (ODCs) ***NTE $6,597,427.50** Associates/Consultants, Travel & Supplies/Materials in Support of CLINS 0201 through 0207
0209	Technical Data Requirements for Items 0201 through 0207 in accordance with Contract Data

Requirements List, Exhibit A, and as provided in individual task orders. **NSP

TOTAL CEILING AMOUNT **$_____**

***Not To Exceed – Inclusive of G&A. Fee is prohibited on Associates/Consultants, Travel.**

****Not Separately Priced**

SCHEDULE

THIRD OPTION YEAR

SECTION B – SUPPLIES OR SERVICES AND PRICES

Item	**Supplies or Services**
0301	Metal Munitions Containers - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.1.
0302	Metal Munitions Tools and Fixtures - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.2.
0303	Metal Munitions Handling Equipment - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.3.
0304	Electrical Cables - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.4.
0305	Test Equipment - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.5.
0306	Testing Support - Engineering and technical support in assisting with conducting test and evaluation of all operational and functional aspects of newly designed or modified metal munitions containers, tools and fixtures, handling equipment, electrical cables, and test equipment in accordance with paragraph 3.6.
0307	Program Management Support - Technical and management support for MEGSSE throughout all acquisition phases of the MEGSSE projects being supported in accordance with paragraph 3.7.

CLINS 0301 –0307 **MAXIMUM CONTRACT LABOR COST $_____**

0308 Other Direct Costs (ODCs) ***NTE $6,597,427.50**
Associates/Consultants, Travel & Supplies/Materials in Support of CLINS 0301 through 0307

0309 Technical Data Requirements for Items 0301 through 0307 in accordance with Contract Data

Requirements List, Exhibit A, and as provided in individual task orders. **NSP

TOTAL CEILING AMOUNT **$_____**

***Not To Exceed – Inclusive of G&A. Fee is prohibited on Associates/Consultants, Travel.**

****Not Separately Priced**

SCHEDULE

FOURTH OPTION YEAR

SECTION B – SUPPLIES OR SERVICES AND PRICES

Item	**Supplies or Services**
0401	Metal Munitions Containers - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.1.
0402	Metal Munitions Tools and Fixtures - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.2.
0403	Metal Munitions Handling Equipment - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.3.
0404	Electrical Cables - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.4.
0405	Test Equipment - Manufacture/Modification/Repair and Prototype Support in accordance with paragraph 3.5.
0406	Testing Support - Engineering and technical support in assisting with conducting test and evaluation of all operational and functional aspects of newly designed or modified metal munitions containers, tools and fixtures, handling equipment, electrical cables, and test equipment in accordance with paragraph 3.6.
0407	Program Management Support - Technical and management support for MEGSSE throughout all acquisition phases of the MEGSSE projects being supported in accordance with paragraph 3.7.

CLINS 0401 –0407 **MAXIMUM CONTRACT LABOR COST $_____**

0408	Other Direct Costs (ODCs) Associates/Consultants, Travel & Supplies/Materials in Support of CLINS 0401 through 0407	***NTE $6,597,427.50**

0409 Technical Data Requirements for Items 0301 through 0307 in accordance with Contract Data

Requirements List, Exhibit A, and as provided in individual task orders. **NSP

TOTAL CEILING AMOUNT **$_____**

***Not To Exceed – Inclusive of G&A. Fee is prohibited on Associates/Consultants, Travel.**

****Not Separately Priced**

SECTION B – SUPPLIES OR SERVICES AND PRICES

SCHEDULE

Note 1 - LABOR RATE BREAKDOWN FOR ITEMS 0001 THROUGH 0007

BASE YEAR

The term of this contract is for twelve months beginning the effective date of the contract.
The fully burdened fixed hourly rates for the base year are specified below:
(1 manyear = 1920 hours)

Labor Category	Estimated Manhours	Fully Burdened Hourly Rate	Extended Labor Cost
Program Manager*	1,920		
Manufacturing Engineer*	1,920		
Senior Machine Operator	7,680		
Machine Operator	3,840		
Production Labor	9,600		
Tool & Die Machinist	1,920		
Manufacturing Assembler	960		
Welder	15,360		
Quality Assurance/Control Specialist	1,920		
CNC Programmer	2,880		
Manufacturing Production Controller	1,920		
Graphics Artist	960		
Administrative Assistant	960		
Estimated Contract Labor Hours	51,840		

Maximum Contract Labor Cost for
CLINS 0001 through 0007 $_____

* Key Personnel

The breakout of hours per labor category is for estimating purposes only. The contractor is permitted to deviate from the amount in any given labor category provided that the sum of all labor costs expended does not exceed the total amount of CLINS 0001 through 0007.

2. The guaranteed minimum amount of **$10,000.00** is for the base year only.

3. Definition of Contractor – The term contractor as used in this solicitation is defined to include the prime contractor and subcontractors with who the prime contractor has entered into firm commitments prior to award.

4. Definition of Associate/Consultant – For the purpose of this contract, associate/consultant is defined as an expert/specialist person/persons whose expertise is required to assist/support the contractors own team in the performance of a task order. These specialized associate/consultant subcontract services shall be incidental to the contractors performance. In accordance with FAR 52.244-2 an other provisions that may be set forth herein, written approval of an associate/consultant proposed with respect to performance of a delivery order requirement under this contract shall be obtained from the contracting/ordering officer prior to use of these

subcontract services. Associates/consultants need not be identified upon submission of offerors original proposal upon which award shall be based but, if applicable, shall be identified in proposals submitted in response to task order tasks issued under this contract.

5. By submission of an offer and execution of a contract, the contractor agrees that in performance of the contract, the contractor will perform 50% or more of the total cost of each individual Task Order.

6. A definitive DD Form 1423 shall be attached to each task order. The DD Form 1423 attached hereto, in Section J, covers requirements with respect to the basic contract only.

7. **NOTIFICATION TO OFFERORS REGARDING SUBCONTRACTOR FEE:**

Offerors are hereby notified that all fees to be paid under this contract will be paid to the prime contractor in a fee pool for disbursement to their subcontractor. No subcontractor proposal shall contain an amount for fee. The prime contractor shall arrange the manner by which fee will be distributed to each subcontractor. The Government will not be involved in the distribution of fee to subcontractors.

SECTION B – SUPPLIES OR SERVICES AND PRICES

SCHEDULE

LABOR RATE BREAKDOWN FOR ITEMS 0101 THROUGH 0107

FIRST OPTION YEAR

The term of this contract is for twelve months beginning the effective date of the contract.
The fully burdened fixed hourly rates for the first option year are specified below:
(1 manyear = 1920 hours)

Labor Category	Estimated Manhours	Fully Burdened Hourly Rate	Extended Labor Cost
Program Manager*	1,920		
Manufacturing Engineer*	1,920		
Senior Machine Operator	7,680		
Machine Operator	3,840		
Production Labor	9,600		
Tool & Die Machinist	1,920		
Manufacturing Assembler	960		
Welder	15,360		
Quality Assurance/Control Specialist	1,920		
CNC Programmer	2,880		
Manufacturing Production Controller	1,920		
Graphics Artist	960		
Administrative Assistant	960		
Estimated Contract Labor Hours	51,840		

Maximum Contract Labor Cost for
CLINS 0101 through 0107 $_____

* Key Personnel

The breakout of hours per labor category is for estimating purposes only. The contractor is permitted to deviate from the amount in any given labor category provided that the sum of all labor costs expended does not exceed the total amount of CLINS 0101 through 0107.

SECTION B – SUPPLIES OR SERVICES AND PRICES

SCHEDULE

LABOR RATE BREAKDOWN FOR ITEMS 0201 THROUGH 0207

SECOND OPTION YEAR

The term of this contract is for twelve months beginning the effective date of the contract.
The fully burdened fixed hourly rates for the second option year are specified below:
(1 manyear = 1920 hours)

Labor Category	Estimated Manhours	Fully Burdened Hourly Rate	Extended Labor Cost
Program Manager*	1,920		
Manufacturing Engineer*	1,920		
Senior Machine Operator	7,680		
Machine Operator	3,840		
Production Labor	9,600		
Tool & Die Machinist	1,920		
Manufacturing Assembler	960		
Welder	15,360		
Quality Assurance/Control Specialist	1,920		
CNC Programmer	2,880		
Manufacturing Production Controller	1,920		
Graphics Artist	960		
Administrative Assistant	960		
Estimated Contract Labor Hours	51,840		

Maximum Contract Labor Cost for
CLINS 0201 through 0207 $_____

* Key Personnel

The breakout of hours per labor category is for estimating purposes only. The contractor is permitted to deviate from the amount in any given labor category provided that the sum of all labor costs expended does not exceed the total amount of CLINS 0201 through 0207.

SECTION B – SUPPLIES OR SERVICES AND PRICES

SCHEDULE

LABOR RATE BREAKDOWN FOR ITEMS 0301 THROUGH 0307

THIRD OPTION YEAR

The term of this contract is for twelve months beginning the effective date of the contract.
The fully burdened fixed hourly rates for the third option year are specified below:
(1 manyear = 1920 hours)

Labor Category	Estimated Manhours	Fully Burdened Hourly Rate	Extended Labor Cost
Program Manager*	1,920		
Manufacturing Engineer*	1,920		
Senior Machine Operator	7,680		
Machine Operator	3,840		
Production Labor	9,600		
Tool & Die Machinist	1,920		
Manufacturing Assembler	960		
Welder	15,360		
Quality Assurance/Control Specialist	1,920		
CNC Programmer	2,880		
Manufacturing Production Controller	1,920		
Graphics Artist	960		
Administrative Assistant	960		
Estimated Contract Labor Hours	51,840		

Maximum Contract Labor Cost for
CLINS 0301 through 0307 $_____

* Key Personnel

The breakout of hours per labor category is for estimating purposes only. The contractor is permitted to deviate from the amount in any given labor category provided that the sum of all labor costs expended does not exceed the total amount of CLINS 0301 through 0307.

SECTION B – SUPPLIES OR SERVICES AND PRICES

SCHEDULE

LABOR RATE BREAKDOWN FOR ITEMS 0401 THROUGH 0407

FOURTH OPTION YEAR

The term of this contract is for twelve months beginning the effective date of the contract.
The fully burdened fixed hourly rates for the fourth option year are specified below:
(1 manyear = 1920 hours)

Labor Category	Estimated Manhours	Fully Burdened Hourly Rate	Extended Labor Cost
Program Manager*	1,920		
Manufacturing Engineer*	1,920		
Senior Machine Operator	7,680		
Machine Operator	3,840		
Production Labor	9,600		
Tool & Die Machinist	1,920		
Manufacturing Assembler	960		
Welder	15,360		
Quality Assurance/Control Specialist	1,920		
CNC Programmer	2,880		
Manufacturing Production Controller	1,920		
Graphics Artist	960		
Administrative Assistant	960		
Estimated Contract Labor Hours	51,840		

Maximum Contract Labor Cost for
CLINS 0401 through 0407 $_____

* Key Personnel

The breakout of hours per labor category is for estimating purposes only. The contractor is permitted to deviate from the amount in any given labor category provided that the sum of all labor costs expended does not exceed the total amount of CLINS 0401 through 0407.

HQB-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

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

HQB-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (NOV 1996)
(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) The Contractor shall not be reimbursed for:

(i) relocation costs and travel costs incident to relocation as defined in FAR 31.205-35; and/or

(ii) the following daily local travel costs:

- travel at U.S. Military Installation where Government transportation is available,

- travel performed for personal convenience/errands, including commuting to and from work, and

- travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

HQB-2-0004 EXPEDITING CONTRACT CLOSE-OUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of $500 or less at the time of final contract close-out. The term residual dollar amount shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposed of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

Section C - Descriptions and Specifications

NEW CLAUSE SECTION

STATEMENT OF WORK

Manufacturing Support Services for
Mechanical-Electrical Ground or
Ship Support Equipment (MEGSSE)

1.0 GENERAL

1.1 Introduction

The Indian Head Division, Naval Surface Warfare Center, (IHD/NSWC) requires assistance and capability in the manufacture/modification/repair and test of mechanical-electrical ground or ship support equipment (MEGSSE) for munitions to support the Joint Forces and other Department of Defense (DoD) agencies. IHD/NSWC provides total quality management of design, development, and manufacture for MEGSSE such as munitions handling equipment, tools/fixtures, ground handling equipment, and electrical cables.

1.2 Scope

Required support shall be provided in accordance with specific individual written Delivery Orders (DOs), issued by IHD/NSWC within the scope of this Statement of Work (SOW) of this contract. The contract is a Time and Materials (T&M) contract with a period of performance of 12 months, and provisions for four 12 - month option periods. The contractor shall advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government nor perform any inherently Governmental functions. The contractor and its employees shall not represent the Government nor appear to represent the Government in performance of these contract services. The contractor shall provide all resources to meet the requirements of the Statement of Work.

The purpose of this requirement is to assist IHD/NSWC to manufacture/modify/repair equipment for the storage, shipment, assembly, disassembly, transport, test, and maintenance of military munitions. The contractor shall provide technical and manufacturing capability for the fulfillment of those needs.

The contractor shall assist with the manufacture/modification/repair of specified products and provide prototype support as required by each Delivery Order. In addition, the contractor shall assist with providing testing and program management support as required by each Delivery Order. Types of equipment/hardware that may be ordered by Delivery Order under this contract shall typically include the following:

a. Metal munitions containers
b. Metal munitions tools and fixtures
c. Metal munitions handling equipment
d. Electrical cables
e. Test equipment

1.3 Product Support Areas

The product support areas that shall support this statement of work are defined within this section.

1.3.1 Metal Munitions Containers

This product area includes all products related to the manufacture/modification/repair of metal munitions containers for conventional weapons, including precision extruded metal missile containers, torpedo containers, warhead containers, guidance section containers, utility containers, lightweight metal containers, and ISO ocean shipping containers. Contractor capabilities in this area shall include being able to provide technical and manufacture/modification/repair capability and prototype support.

1.3.2 Metal Munitions Tools and Fixtures

This product area includes all products related to the manufacture/modification/repair of metal munitions tools and fixtures for conventional weapons, including custom wrenches, screwdrivers, spanners, alignment fixtures, loading fixtures, lifting/hoisting fixtures, and assembly fixtures, and other tools and fixtures necessary to assemble, disassemble, install and repair munitions. Contractor capabilities in this area shall include being able to provide technical and manufacture/modification/repair capability and prototype support.

1.3.3 Metal Munitions Handling Equipment

This product area includes all products related to the manufacture/modification/repair of metal munitions handling equipment for conventional weapons, including munitions trailers, rails, trolleys, blocks, chocks, pins, rails, racks, rollers and adapters, and other piece parts for munitions handling. Contractor capabilities in this area shall include being able to provide technical and manufacture/modification repair capability and prototype support.

1.3.4 Electrical Cables

This product area includes all products related to the manufacture/modification/repair of electrical cables for conventional weapons, including wiring harnesses, electrical cords, connectors, and adapters for MEGSSE equipment. Contractor capabilities in this area shall include being able to provide technical and manufacture/modification repair capability and prototype support.

1.3.5 Test Equipment

This product area includes all products related to the manufacture/modification/repair of test equipment for conventional weapons used to test containers or embedded test capability within the container, including tensile test, finish thickness test, leak test, continuity, and resistance test equipment. Contractor capabilities in this area shall include being able to provide technical and manufacture/modification repair capability and prototype support.

2.0 REFERENCE DOCUMENTS

Unless otherwise specified, the following documents of the issue listed form a part of the Statement of Work and are to be used for general guidelines only.

DI-MGMT-80227	Contractors Progress, Status and Management Report
DI-M1SC-80508A	Technical Reports - Study/Services
D1-ADMN-81250A	Conference Minutes
D1-ADMN-81249A	Conference Agenda
DI-NDTI-80603	Test Procedures (TP)
DI-NDTI-80809B	Test/Inspection Report (T/IR)
D1-SESS-81000B	Products Drawings and Associated Lists

IS0-9001 Quality System

3.0 REQUIREMENTS

The contractor shall assist in providing technical and manufacturing support services and products to include personnel, material, services, and facilities to perform the tasks and to produce the products described herein. The **following** task statements are meant to be descriptive, not specific. The specific work shall be **in accordance with and** within the scope of the **subsequent paragraphs** and identified in the delivery orders placed on this contract. The contractor shall not be responsible for determining patent or intellectual property ownership rights. The contractor shall also adhere to Organizational Conflict of Interest clauses.

3.1. Metal Munitions Containers

3.1.1 Manufacture/Modification/Repair of Metal Munitions Containers

The contractor may be required to provide personnel, material and facilities necessary to manufacture production level quantities of metal munitions containers and/or smart metal munitions containers for conventional weapons. Smart containers are defined as having an external capability to provide information relative to the condition of the container's contents without breaking the seal or opening the container. Types of containers to be manufactured/modified/repaired may include precision extruded metal missile containers, torpedo containers, warhead containers, guidance section containers, utility containers, lightweight metal containers, ISO ocean shipping containers and derivatives to support the military needs. The contractor shall be required to assist with the manufacturing process of the containers to include the capability for extrusion, machining, sheet metal work, finishing, cutting, precision measurement, and welding of different types of metal (i.e., aluminum, steel, stainless steel, etc.). The manufacturing facilities shall enable the fabrication and test of metal munitions containers. The Delivery Order shall specify the production quantities of the containers. The contractor may be required to perform modifications and/or repairs to existing containers. Each Delivery Order shall specify the destinations for the containers. The contractor shall assist with the packaging and preservation requirements, handling, storage, marking, and transportation requirements for the containers, in accordance with individual Delivery Orders.

The contractor may be required to assist the Government with updating the Government provided technical data package (TDP) that accurately depicts the final validated/verified manufactured product. The TDP shall provide the necessary manufacturing, testing, and quality assurance requirements information necessary to duplicate the physical and performance characteristics of the final product, without additional design engineering effort or recourse to the original design activity. The TDP shall be free of any limited rights or proprietary rights markings.

3.1.2 Prototype Support of Metal Munitions Containers

The contractor may be required to assist with the manufacture of prototype metal munitions containers by building to print one or more prototypes from drawings provided by the Government. The Government will define in the Delivery Order those prototypes that will be furnished to the Government by the contractor and which will be utilized by the contractor in conjunction with the specific manufacturing effort. For those prototypes used by the contractor, the Government will designate in the Delivery Order the final disposition of the prototypes after the completion of the development effort.

The contractor may be required to assist in conducting detailed analysis of operational and functional processes in order to discern the advantages and disadvantages of the prototype design. Support shall include:

a. Manufacturing prototypical containers as required, to demonstrate the performance of an existing solution to satisfy operational needs and requirements for a container. The contractor shall manufacture and assemble the prototypes and test it for system operability.
b. Evaluate and prepare essential position statements on the advantages/disadvantages of the design and of utilizing various manufacturing techniques in the manufacture of the container.
c. Perform tradeoff analysis and critique proposed design in light of projected requirements and specify proposed changes to the design to better meet existing and future operational requirements.

d. Modify existing metal munitions containers to accomplish new functions or to better perform its existing functions.

3.2 Metal Munitions Tools and Fixtures

3.2.1 Manufacture/Modification/Repair of Metal Munitions Tools and Fixtures

In support of the container manufacture, the contractor may be required to provide personnel, material and facilities necessary to manufacture production level quantities of metal munitions tools and fixtures for conventional weapons. Types of tools and fixtures to be manufactured/modified/repaired may include: custom wrenches, screwdrivers, spanners, alignment fixtures, loading fixtures, lifting/hoisting fixtures, and assembly fixtures, other tools and fixtures necessary to assemble, disassemble, install and repair munitions, and other munitions tools and fixtures and derivatives to support any military needs. The contractor shall be required to assist with the manufacturing process of the tools and fixtures to include the capability for extrusion, machining, sheet metal work, finishing, cutting, precision measurement, and welding of different types of metal (i.e., aluminum, steel, stainless steel, etc.). The manufacturing facilities shall enable the fabrication and test of metal munitions tools and fixtures. The Delivery Order shall specify the production quantities of the munitions tools and fixtures. The contractor may be required to perform modifications and/or repairs to existing munitions tools and fixtures. Each Delivery Order shall specify the destinations for the munitions tools and fixtures. The contractor shall assist with the packaging and preservation requirements, handling, storage, marking, and transportation requirements for the munitions tools and fixtures, in accordance with individual Delivery Orders.

The contractor may be required to assist the Government with updating the Government provided technical data package (TDP) that accurately depicts the final validated/verified manufactured product. The TDP shall provide the necessary manufacturing, testing, and quality assurance requirements information necessary to duplicate the physical and performance characteristics of the final product, without additional design engineering effort or recourse to the original design activity. The TDP shall be free of any limited rights or proprietary rights markings.

3.2.2 Prototype Support of Metal Munitions Tools and Fixtures

The contractor may be required to assist with the manufacture of prototype metal munitions tools and fixtures by building to print one or more prototypes from drawings provided by the Government. The Government will define in the Delivery Order those prototypes that will be furnished to the Government by the contractor and which will be utilized by the contractor in conjunction with the specific manufacturing effort. For those prototypes used by the contractor, the Government will designate in the Delivery Order the final disposition of the prototypes after the completion of the development effort.

The contractor may be required to assist in conducting detailed analysis of operational and functional processes in order to discern the advantages and disadvantages of the prototype design. Support shall include:

a. Developing/manufacturing prototypical tools and fixtures as required, to demonstrate the performance of an existing solution to satisfy operational needs and requirements for tools and fixtures. The contractor shall manufacture and assemble the prototypes and test it for system operability.
b. Evaluate and prepare essential position statements on the advantages/disadvantages of the design and of utilizing various manufacturing techniques in the manufacture of the tools and fixtures.
c. Perform tradeoff analysis and critique proposed design in light of projected requirements and specify proposed changes to the design to better meet existing and future operational requirements.
d. Modify existing metal munitions tools and fixtures to accomplish new functions or to better perform its existing functions.

3.3 Metal Munitions Handling Equipment

3.3.1 Manufacture/Modification/Repair of Metal Munitions Handling Equipment

In support of the container manufacture, the contractor may be required to provide personnel, material and facilities necessary to manufacture production level quantities of metal munitions handling equipment for conventional weapons. Types of handling equipment to be manufactured/modified/repaired may include: munitions trailers, rails, trolleys, blocks, chocks, pins, rails, racks, rollers and adapters, and other pieces, parts, and complete units for munitions handling equipment and derivatives to support the military needs of any DoD organization at any location. The contractor shall be required to assist with the manufacturing process of the munitions handling equipment to include the capability for extrusion, machining, sheet metal work, finishing, cutting, precision measurement, and welding of different types of metal (i.e., aluminum, steel, stainless steel, etc.). The manufacturing facilities shall enable the fabrication and test of metal munitions handling equipment. The Delivery Order shall specify the production quantities of the munitions handling equipment. The contractor may be required to perform modifications and/or repairs to existing munitions handling equipment. Each Delivery Order shall specify the destinations for the munitions handling equipment. The contractor shall assist with the packaging and preservation requirements, handling, storage, marking, and transportation requirements for the munitions handling equipment, in accordance with individual Delivery Orders.

The contractor may be required to assist the Government with updating the Government provided technical data package (TDP) that accurately depicts the final validated/verified manufactured product. The TDP shall provide the necessary manufacturing, testing, and quality assurance requirements information necessary to duplicate the physical and performance characteristics of the final product, without additional design engineering effort or recourse to the original design activity. The TDP shall be free of any limited rights or proprietary rights markings.

3.3.2 Prototype Support of Metal Munitions Handling Equipment

The contractor may be required to assist with the manufacture of prototype metal munitions handling equipment by building to print one or more prototypes from drawings provided by the Government. The contractor may be required to assist the Government in developing and/or modifying existing metal munitions handling equipment. The Government will define in the Delivery Order those prototypes that will be furnished to the Government by the contractor and which will be utilized by the contractor in conjunction with the specific manufacturing effort. For those prototypes used by the contractor, the Government will designate in the Delivery Order the final disposition of the prototypes after the completion of the development effort.

The contractor may be required to assist in conducting detailed analysis of operational and functional processes in order to discern the advantages and disadvantages of the prototype design. Development may typically include the following actions:

a. Developing/manufacturing prototypical munitions handling equipment as required to demonstrate the performance of an existing solution to satisfy operational needs and requirements for a munitions handling equipment. The contractor shall manufacture and assemble the prototypes and test it for system operability.
b. Evaluate and prepare essential position statements on the advantages/disadvantages of the design and of utilizing various manufacturing techniques in the manufacture of the munitions handling equipment.
c. Perform tradeoff analysis and critique proposed design in light of projected requirements and specify proposed changes to the design to better meet existing and future operational requirements.
d. Modify existing metal munitions handling equipment to accomplish new functions or to better perform its existing functions.

3.4 Electrical Cables

3.4.1 Manufacture/Modification/Repair of Electrical Cable

In support of the container manufacture, the contractor may be required to provide personnel, material, and facilities necessary to manufacture production level quantities of electrical cables for conventional weapons. Types of electrical cables to be manufactured/modified/repaired may include: wiring harnesses, electrical cords, connectors, and adapters for MEGSSE and derivatives to support the military needs of any DoD organization at any location. The manufacturing facilities shall enable the fabrication, assembly, and test of the electrical cables. The Delivery Order shall specify the production quantities of the electrical cables. The contractor may be required to perform

modifications and/or repairs to existing electrical cables. Each Delivery Order shall specify the destinations for the electrical cables. The contractor shall assist with the packaging and preservation requirements, handling, storage, marking, and transportation requirements for the electrical cables in accordance with individual Delivery Orders.

The contractor may be required to assist the Government with updating the Government provided technical data package (TDP) that accurately depicts the final validated/verified manufactured product. The TDP shall provide the necessary manufacturing, testing, and quality assurance requirements information necessary to duplicate the physical and performance characteristics of the final product, without additional design engineering effort or recourse to the original design activity. The TDP shall be free of any limited rights or proprietary rights markings.

3.4.2 Prototype Support of Electrical Cable

The contractor may be required to assist with the manufacture of prototype electrical cables by building to print one or more prototypes from drawings provided by the Government. The Government will define in the Delivery Order those prototypes that will be furnished to the Government by the contractor and which will be utilized by the contractor in conjunction with the specific manufacturing effort. For those prototypes used by the contractor, the Government will designate in the Delivery Order the final disposition of the prototypes after the completion of the development effort.

The contractor may be required to assist in conducting detailed analysis of operational and functional processes in order to discern the advantages and disadvantages of the prototype design. Support shall include:

a. Developing/manufacturing prototypical electrical cables as required to demonstrate the performance of an existing solution to satisfy operational needs and requirements for an electrical cable. The contractor shall manufacture and assemble the prototypes and test it for system operability.
b. Evaluate and prepare essential position statements on the advantages/disadvantages of the design and of utilizing various manufacturing techniques in the manufacture of the electrical cable.
c. Perform tradeoff analysis and critique proposed design in light of projected requirements and specify proposed changes to the design to better meet existing and future operational requirements.
d. Modify existing electrical cables to accomplish new functions or to better perform its existing functions.

3.5 Test Equipment

3.5.1 Manufacture/Modification/Repair of Test Equipment

In support of container manufacture, the contractor may be required to provide personnel, material, and facilities necessary to manufacture production level quantities of test equipment for conventional weapons. Types of test equipment to be manufactured/modified/repaired may include: tensile test, finish thickness test, leak test, continuity, and resistance test equipment and derivatives to support the military needs. The contractor shall be required to assist with the manufacturing process of the test equipment to include the capability for extrusion, machining, sheet metal work, finishing, cutting, precision measurement, and welding of different types of metal (i.e., aluminum, steel, stainless steel, etc.). The manufacturing facilities shall enable the fabrication and test of the test equipment. The Delivery Order shall specify the production quantities of the test equipment. The contractor may be required to perform modifications and/or repairs to existing test equipment. Each Delivery Order shall specify the destinations for the test equipment. The contractor shall assist with the packaging and preservation requirements, handling, storage, marking, and transportation requirements for the test equipment in accordance with individual Delivery Orders.

The contractor may be required to assist the Government with updating the Government provided technical data package (TDP) that accurately depicts the final validated/verified manufactured product. The TDP shall provide the necessary manufacturing, testing, and quality assurance requirements information necessary to duplicate the

physical and performance characteristics of the final product, without additional design engineering effort or recourse to the original design activity. The TDP shall be free of any limited rights or proprietary rights markings.

3.5.2 Prototype Support of Test Equipment

The contractor may be required to assist with the manufacture of prototype test equipment by building to print one or more prototypes from drawings provided by the Government. The Government will define in the Delivery Order those prototypes that will be furnished to the Government by the contractor and which will be utilized by the contractor in conjunction with the specific manufacturing effort. For those prototypes used by the contractor, the Government will designate in the Delivery Order the final disposition of the prototypes after the completion of the development effort.

The contractor may be required to assist in conducting detailed analysis of operational and functional processes in order to discern the advantages and disadvantages of the prototype design. Support shall include:

a. Developing/manufacturing prototypical test equipment as required to demonstrate the performance of an existing solution to satisfy operational needs and requirements for test equipment. The contractor shall manufacture and assemble the prototypes and test it for system operability.
b. Evaluate and prepare essential position statements on the advantages/disadvantages of the design and of utilizing various manufacturing techniques in the manufacture of the test equipment.
c. Perform tradeoff analysis and critique proposed design in light of projected requirements and specify proposed changes to the design to better meet existing and future operational requirements.
d. Modify existing test equipment to accomplish new functions or to better perform its existing functions.

3.6 Testing Support

The contractor shall provide engineering and technical support in assisting with conducting test and evaluation of all operational and functional aspects of newly designed or modified metal munitions containers, tools and fixtures, handling equipment, electrical cables, and test equipment. The contractor shall participate in the test and evaluation program by assisting in the preparation or review of test and evaluation plans and procedures or both. Test program support services shall include the witnessing of specified tests, data collection and evaluation of test data, as required.

3.6.1 Test Specifications

The contractor shall assist in developing or reviewing equipment, inspection and acceptance test plans, procedures and specifications and prepare test requirement documentation for new or modified metal munitions containers, tools and fixtures, handling equipment, electrical cables, and test equipment.

3.6.2 Test Plan/Procedures

The contractor shall assist in preparing the test plans/procedures for testing and evaluating the new or modified metal munitions containers, tools and fixtures, handling equipment, electrical cables, and test equipment as detailed in individual Delivery Orders. The test procedures shall clearly define the objectives of the test, the procedures that must be carried out by the test team to meet these objectives, and the pass/fail criteria for the test.

3.6.3 Testing

The contractor shall assist in performing tests in accordance with approved test plans. The contractor shall prepare detailed test reports as required by individual delivery orders documenting the test and evaluation activities conducted to verify the utility, effectiveness, and suitability (including compatibility, interoperability, reliability, maintainability) for the new or modified metal munitions containers, tools and fixtures, handling equipment, electrical cables, and test equipment as specified by individual Delivery Orders.

3.7 Program Management Support

The contractor shall assist in providing technical and management support for MEGSSE throughout all acquisition phases of the MEGSSE projects being supported. This support shall include meetings and reviews support and quality assurance support as defined in the paragraphs below.

3.7.1 Meetings and Reviews

The contractor shall provide support for conferences as required by individual delivery orders. Conferences may typically include: Post Award Conference, Integrated Logistics Support Planning, In Progress Reviews (IPRs), Training Orientation/Plans, Preliminary Design Reviews (PDRs), Critical Design Reviews (CDRs), and Test Readiness Reviews (TRRs). The contractor shall assist with conducting Program Management Reviews (PMRs) as required, and the site, date and time of each shall be mutually agreeable between the contractor and the Government. The contractor shall be required to prepare conference agendas and conference minutes as required by individual delivery orders. All documents or presentations prepared by the contractor shall not contain any logos, identifications, symbols, trademark or other information relating to the identification of the contractor. All documents or presentations prepared by the contractor shall bear the legend: "U.S. Government Document. For Official Use Only".

3.7.2 Quality Assurance Support

The contractor shall possess a Quality Control Manual which complies with ISO-9001 Standards. Quality assurance practices shall be consistent with ISO 9001 for hardware and may be tailored to address specific Delivery Order requirements. The contractor shall provide Quality Assurance (QA) support in accordance with its established process to the extent required for each Delivery Order. The contractor's quality system shall support activities including requirements analysis, design, development, production, test, and delivery.

4.0 DATA DELIVERABLES

As required by the individual delivery orders the contractor shall provide the following deliverables in accordance with the contract data requirements list (CDRL) and the data item description (DID) (Advisory):

4.1 The contractor shall submit monthly status reports, *Contractor's Progress, Status and Management Report*, CDRL Item A001 (DI-MGMT-80227), (Advisory), indicating the work accomplished, status and cost to include:

a. Contractor's name and address
b. Contractor number
c. Date of report
d. Period covered by report
e. Man-hours expended for the reporting period, and cumulatively during the contract
f. Cost curves portraying actual/projected conditions through contract
g. Cost incurred for the reporting period and total contractual expenditures as of report date
h. Description of progress made during period reported, including problem areas encountered, recommendations, if any for subsequent solution beyond the scope of this contract;
i. Trips and significant results; and
j. Plans for activities during the following period

4.2 *Conference Agenda*, on an as required basis in accordance with (DI-ADMN-81249A), (Advisory), CDRL Item A002.

4.3 *Conference Minutes*, on an as required basis in accordance with (DI-ADMN-81250A), (Advisory), CDRL Item A003.

4.4 *Technical Report-Study/Services*, on an as required basis in accordance with (DI-MISC-80508A), (Advisory), CDRL Item A004.

4.5 *Product Drawings and Associated Lists,* on an as required basis in accordance with (DI-SESS-8l000B), (Advisory), CDRL Item A005.

4.6 *Test Procedures*, on an as required basis, in accordance with (DI-NDTI-80603), (Advisory), CDRL Item A006.

4.7 *Test/Inspection Report (T/IR)*, on an as required basis, in accordance with (DI-NDTI-80809B), (Advisory), CDRL Item A007.

5.0 SHIPPING INSTRUCTIONS

Shipping instructions shall be specified in individual Delivery Orders.

6.0 INSPECTION AND ACCEPTANCE

Inspection and acceptance will be performed at the site as specified in individual Delivery Orders.

7.0 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION

Individual delivery orders shall specify the Government Furnished Equipment and Information to be issued.

8.0 TRAVEL

Travel will be negotiated in each individual Delivery Order as required.

9.0 SECURITY

All deliverables associated with this SOW are “unclassified” unless otherwise specified on the individual Delivery Orders. Individual delivery orders shall specify the security requirement.

10.0 DISCLAIMER STATEMENT

Any reports resulting from this contract shall contain the following disclaimer statement on the cover of such reports:

"The views, opinion and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision, unless so designated by other official documentation.”

PERSONNEL QUALIFICATIONS

The contractor is required to provide personnel having the following levels of professional and technical experience. These qualifications are the minimum; contractors should strive for technical excellence in personnel by demonstrating experience and qualification beyond these qualifications.

The specialized experience included, as part of the required qualifications shall have been obtained in the fields of endeavor indicated by the applicable labor categories listed below. Unless stated otherwise in the individual labor category, experience must also be within the last five years.

The contractor shall be responsible for employing appropriate professionally and technically qualified personnel to perform the tasks outlined herein.

PROGRAM MANAGER (Key Personnel)

Education/Experience: Bachelor's degree in a recognized engineering, scientific, technical or management discipline from an accredited college or university with ten (10) or more years of managing progressively more complex management systems projects including manufacturing, training systems and research and development. The candidate should also have four (4) years of experience managing complex projects involving a large number of people in subordinate groups.

Functions as the overall manager for the program. Organizes, directs, and coordinates planning and production of all contract activities; interfaces with client management including the contracting officer and the contracting officer representative; recruits personnel necessary to perform assigned tasks; establishes and alters program organization to provide effective contract support; assigns, schedules, and provides quality assurance of project team deliverable; ensures conformance to task specifications and contract provisions.

MANUFACTURING ENGINEER (Key Personnel)

Education/Experience: A Bachelors degree in mechanical or industrial engineering from an accredited college or university with four (4) years experience in a manufacturing environment or an Associates Degree with six (6) years experience may be substituted for the advanced degree.

Responsible for developing, evaluating, and improving manufacturing methods, utilizing knowledge of product design, materials and parts, fabrication processes, tooling and production equipment capabilities, assembly methods, and quality control standards. Estimates production times, staffing requirements, and related costs to provide information for management decisions, confers with management, quality, and other staff regarding manufacturing capabilities,

production schedules, and other considerations to facilitate production processes. Assists in job planning and quality system requirements. Must be proficient in Auto Cad or CADKEY, Microsoft office suite, and possess positional tolerancing knowledge.

SENIOR MACHINE OPERATOR

Education/Experience: A High School diploma is required. A minimum of five (5) years machine/set-up experience is required.

Must possess skills and knowledge to operate machines such as CNC lathes, shears, tumblers, timesavers, form presses, drill presses, milling centers, waterjet, and CNC and manual brake forms. Must be able to read blueprints; product specifications; process planning; be able to adjust feed rates, cutting speeds, and depths; use precision measuring equipment such as calipers, micrometers, edge finders, height gage, dial indicators, etc.; perform minor machine set-ups; and perform periodic maintenance on equipment used. Responsible for providing training to machine operators. Must be able to proof out machine set ups prior to release for production and should be able to perform all types of machine set-ups and minor CNC programming.

MACHINE OPERATOR

Education/Experience: A high school diploma is required. A minimum of two (2) years machine/set-up experience is required.

Must possess skills and knowledge to operate machines such as CNC lathes, shears, tumblers, timesavers, form presses, drill presses, milling centers, waterjet, and CNC and manual brake forms. Must be able to read blueprints; product specifications; process planning; be able to adjust feed rates, cutting speeds, and depths; use precision measuring equipment such as calipers, micrometers, edge finders, height gage, dial indicators, etc.; perform minor machine set-ups; and perform periodic maintenance on equipment used.

PRODUCTION LABOR

Education/Experience: A High School diploma is required.

Production labor personnel will perform deburring, cleaning, identification, and assembly of detail parts and assemblies. Must be able to operate air grinders, belt sanders, deburring, and tapping equipment. Must be able to read and follow process planning and directives.

CNC PROGRAMMER

Education/Experience: An Associate's degree is required and must have attended CNC programming schooling. Must have minimum of three (3) years experience in Auto Cad, and CADKEY.

Must be able to program CNC milling, lathes, waterjet, and brake form machinery. Must be able to establish manufacturing process plans and coordinate programming functions to facilitate production schedules. Knowledge of all machining operations and machinery required. Smart Cam CNC programming knowledge helpful. Must be proficient in blueprint reading and geometric dimensioning and tolerancing.

MATERIAL PRODUCTION CONTROLLER

Education/Experience:

The material control/production planner is responsible for scheduling parts throughout the production and test cycles in accordance with a master schedule. Duties include releasing shop travelers/process planning to the production floor; tracking, expediting, and completing each traveler; request shippers and insure shipment of assemblies per contractual delivery dates; provide support for the production floor as required; interface with all departments in order to achieve on-time contractual delivery of assigned programs.

QUALITY ASSURANCE/CONTROL SPECIALIST

Education/Experience: A High School diploma is required. Three (3) years experience in quality assurance in a manufacturing environment required.

Must be able to perform inspection operations of products manufactured or purchased to ensure compliance with contract specifications. Must be able to use precision measuring equipment such as calipers, micrometers, CMM, optical comparator, thread and plug gages, height gages, Rockwell hardness testing, dial indicators, etc. Also must be able to read blueprints, process specifications, inspection checklists, etc. Responsible for working within a quality system and be able to communicate quality throughout the production processes. Responsible for performing critical and first article inspections, testing and follow approved quality work instructions/methods/procedures.

TOOL & DIE MACHINIST

Education/Experience: A High School diploma is required. Must have five (5) years minimum machining experience and workmanship standards.

Must be able to perform machining set-ups and operates conventional, numerical control machinery and equipment. Fabricates fixtures, tooling, and special product out of metal and

non-metallic materials. Must be proficient in blueprint reading, use of precision measuring equipment and gauging. Must be able to manufacture precision "close toleranced" product.

WELDER

Education/Experience: A High School diploma is required. Three (3) years of MIG & TIG welding experience is required. The welder must be certified.

Must be able to perform precision welding both MIG & TIG. Must be able to weld aluminum, steel, and stainless steel metals and perform welding operations in the flat, horizontal, vertical and overhead positions. Must be able to read blueprints, welding specifications, process planning, and welding symbols.

MANUFACTURING ASSEMBLER

Education/Experience: A High School diploma and one (1) year of directly related technical experience.

Must be able to perform electrical or mechanical assembly of components in the manufacturing or integration process. Must be capable of following written work orders, proper identification of components for assembly, and the use of common hand tools in the assembly process.

GRAPHICS ARTIST

Education/Experience: An Associate degree, or higher, with a minimum of three (3) years of relevant experience.

Provides proven ability to produce line drawing and technical drawings. Must be skilled in digital drawing programs.

ADMINISTRATIVE ASSISTANT

Education/Experience: A High School diploma and at least two (2) years of experience in performing technical office administrative tasks.

Must be capable of providing assistance report/publication preparation, word processing, and basic cost/data management as it relates to program cost allocation and operation of PC based office productivity software and hardware is required. Requires knowledge of Government program report requirements and formats.

HQC-1-0001 ITEM(S) - DATA REQUIREMENTS (NAVSEA) SEP 1992

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto in **Section J.**

HQC-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

HQ C-2-0026 - <u>FIRST ARTICLE (CONTRACTOR TESTING) (NAVSEA) (SEP 1990)</u>

(a) For the purpose of this contract, the "First Article" is synonymous with the terms "pre-production model(s) and "pre-production equipment".

(b) The First Article shall conform in every respect to the requirements of this contract and shall be fully tested by the Contractor at its own expense to determine compliance with said requirements. The production equipment shall be manufactured with tools, material and methods which are the same as or representative of the tools, material and methods which were used to manufacture the First Article.

(c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL--CONTRACTOR TESTING" (FAR 52.209-3), the First Article shall not be delivered as part of the production quantity.

HQ C-2-0027 - FIRST ARTICLE (GOVERNMENT TESTING) (NAVSEA) (SEP 1990)

(a) For the purpose of this contract, the "First Article" is synonymous with the terms "preproduction model(s)" and "preproduction equipment".

(b) The production equipment shall be manufactured with tools, materials and methods which are the same as, or representative of the tools, material and methods which were used to manufacture the First Article. The First Article shall not be delivered for first article approval tests as provided for in the clause of this contract entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING" (FAR 52.209-4) until after the Contractor has fully tested it, at its expense, to determine compliance with said requirements and it has been preliminarily accepted by the Contract Administration Office. The Contractor shall make a record of all data obtained during such tests in such form as is consonant with good engineering practice and furnish five (5) copies thereof. The cover sheet of each copy of this record shall be marked with this contract number and the item identification. One (1) copy shall be furnished to the Contract Administration Office at the time of inspection for preliminary acceptance, one (1) copy shall accompany the First Article on delivery thereof, and three (3) copies shall be furnished to the Naval Sea Systems Command and the time of First Article delivery.

(c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING", the First Article shall not be delivered as part of the production quantity.

HQ C-2-0062 - WAIVER OF FIRST ARTICLE REQUIREMENTS (NAVSEA) (SEP 1990)

If the First Article is waived by the Government, the Contractor shall deliver supplies that are identical or substantially identical to those previously accepted by the Government under the following contract(s):

Contract(s) _____

_____

(Offeror to fill in contract number(s), as applicable. See Section M)

HQC-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (Mar 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated in response to NAVSEA Solicitation No. **N00174-03-R-0043.**

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

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the

data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

HQC-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of

performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the
Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

SECTION D - PACKAGING AND MARKING

IHD 31 MARKING OF SHIPMENTS (COMMERCIALLY PACKAGED ITEMS) (IHD/NSWC) (FEB 2000)

(a) Marking shall be in accordance with ASTM D 3951-90,
"Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No: **N00174-04-D-**

Bldg:

Code:

*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

DATA PACKAGING LANGUAGE
All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

MARKING OF REPORTS (NAVSEA) (SEP 1990)
All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

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

_____
(Name of Requiring Activity)

_____
(City and State)

PREPARATION FOR DELIVERY (COMMERCIALLY PACKAGED ITEMS)
Preservation, packaging and packing shall be in accordance with ASTM D 3951-90 "Commercial Packaging of Supplies and Equipment."

HQ D-1-0002 - PACKAGING LANGUAGE (W/O MILITARY SPECIFICATIONS)

Item(s) **0001 THRU 0409** - The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

SECTION E - INSPECTION AND ACCEPTANCE

52.246-6 Inspection Time & Material and Labor Hour MAY 2001
52.246-1 ALT 1 Inspection Time & Material and Labor Hour MAY 2001 Alternate I APR 1984

INSPECTION AND ACCEPTANCE (DESTINATION) (NSWCIHD) (MAY 1997)
Inspection and Acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA
Inspection and Acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURES

(a) This is performance-based contract as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan (QASP) included in Section J attachment 5.
(b) The QASP defines this review and acceptance to be part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding CPARS process at the website cited in Clause IHD 1 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) NAVSEA/IHD JAN (2001).

IHD 47 - INSPECTION AND ACCEPTANCE TIMEFRAME (NAVSEA/IHD) FEB 2000

Inspection and acceptance of supplies to be furnished under this contract shall be made by the Government within 30 days after receipt of material. Payment will be tendered not later than 30 days after acceptance has occurred.

IHD 49 - INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

SECTION F - DELIVERIES OR PERFORMANCE

52.242-15	**Stop-Work Order.**	**AUG 1989**
52.247-34	**F.O.B. Destination**	**NOV 1991**

IHD 61 PLACE OF DELIVERY: DESTINATION (IHD/NSWC)
(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

TO BE SPECIFIED ON EACH INDIVIDUAL DELIVERY ORDER

(b) Proposals submitted on a basis other than F.O.B. Destination will be rejected as nonresponsive and proposals may be deemed unacceptable.

52.211-9 DESIRED AND REQUIRED TIME OF DELIVERY (JUN 1997)

(a) The Government desires delivery to be made according to the following schedule:

TO BE SPECIFIED ON EACH INDIVIDUAL DELIVERY ORDER

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

DATA DELIVERY LANGUAGE FOR SERVICES PROCUREMENTS
All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified under DD Form 1423, Section J.

IHD 62 PERIOD OF PERFORMANCE (NAVSEA/IHD) FEB 2000

The Basic effort to be performed under this contract, including delivery of data, shall be completed within a period of [**12**] months beginning with the effective date of this contract. The total period of performance, including delivery of data, shall be for a duration of **[60] months (if all options are exercised)** beginning with the effective date of this contract.

SECTION G - CONTRACT ADMINISTRATION DATA

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)
(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and [**2**] copies, to the [**contract auditor***] at the following address:

Contractor's DCAA office:

[**X**]unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [the Contracting Officer's Representative]. Following verification, the [contract auditor*] will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than [**30**] calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

(1) Contract line item number (CLIN)

(2) Subline item number (SLIN)

(3) Accounting Classification Reference Number (ACRN)

(4) Payment terms

(5) Procuring activity

(6) Date supplies provided or services performed

(7) Costs incurred and allowable under the contract

(8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

[ ] is required with each invoice submittal.
[**X**] is required only with the final invoice.
[ ] is not required.

(f) A Certificate of Performance
[**X**] shall be provided with each invoice submittal.

[ ] is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

252.242-7000 Postaward Conference. DEC 1991

IHD 76 INDIAN HEAD DIVISION, NAVAL SURFACE WARFARE CENTER HOURS OF OPERATION AND HOLIDAY SCHEDULE (IHD/NSWC)

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Surface Warfare Center. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Surface Warfare Center are:

HOLIDAY	DATE OF OBSERVANCE
New Year's Day	1 January
Martin Luther King's Birthday	21 January
President's Day	18 February
Memorial Day	27 May
Independence Day	4 July
Labor Day	2 September
Columbus Day	14 October
Veteran's Day	11 November
Thanksgiving Day	28 November
Christmas Day	25 December

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Purchase Division and Receiving Branch are as follows:

AREA	FROM	TO
Purchase Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	8:00 A.M.	11:30 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Purchase Division, it is advised that you call for an appointment at least 24 hours in advance.

HQ G-2-0003 CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)

(a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

_____

_____

IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)

The following contacts are provided for this contract:

Contract Administrator:
Phone Number: (301)744-

Payments/Invoicing:
Phone Number: (301)744-

Technical Representative:
Phone Number: (301)744-

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer **Penny S. Kennedy** at (301) 744-6626 .

SECTION H - SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS MAY 1993
As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

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

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

5252.216-9110 ORDERS (FIXED-PRICE) (JUN 2000)

(a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (e) below, the Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In the event of any inconsistency between any order and this agreement, this agreement shall control. All requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word "order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.

(b) Ordering. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting Officer cited in paragraph (i). Each order shall:

(1) set forth detailed specifications or requirements for the supplies or

services being ordered, (or reference applicable specifications or requirements in Section C of this agreement), and, shall refer to the appropriate item under Section B of this agreement;

(2) set forth quantities being ordered;

(3) set forth preservation, packaging and packing instructions, if any;

(4) set forth delivery or performance dates;

(5) designate the place(s) where inspection and acceptance will be made by the Government;

(6) set forth either the firm contract price or, in the case of an undefinitized order, the definitization schedule and both the monetary limitation on Government liability for the undefinitized order and the maximum ceiling amount at which the order may be definitized;

(7) set forth appropriation and accounting data for the work being ordered;

(8) set forth any discount offered for prompt payment;

(9) be dated;

(10) be identified by number in accordance with DFARS 204.7004;

(11) set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor;

(12) set forth the disbursing office where payment is to be made and other applicable contract administration data;

(13) cite the applicable circumstance or exception and the justification control number. Orders for items not identified in the class justification, or an individual justification, and the basic ordering agreement are unauthorized;

(14) be issued on an SF 26 or a DD Form 1155; and

(15) set forth any other pertinent information.

(c) Firm Priced Orders. Except as otherwise provided in paragraph (d) below, the Contractor shall not begin any work on an order until a firm priced order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a price proposal for the work specified in the order. The Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data, the Contractor and the Contracting Officer shall negotiate and agree upon a price and delivery schedule for the work being ordered. The price and delivery schedule, as agreed upon, shall be set forth in the priced order and the order shall be signed by both the Contracting Officer and the Contractor. Upon receipt of the priced order, the Contractor shall promptly commence work and shall diligently complete it.

(d) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a firm priced order, the Contracting Officer may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount and a schedule for

definitization, as described in subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. Except as provided in paragraph (e) below, the Contractor shall commence performance of the order upon receipt. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(e) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines it cannot feasibly perform the order, or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(f) Definitization of Undefinitized Orders. (l) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR or the Contracting Officer, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to l80 days after the Contractor submits a qualifying proposal as defined in DFARS 2l7.740l; or

(ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceeds fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart l5.4 and Part 3l of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(g) Limitation of Government Liability. (l) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than $25,000; special access programs; and Congressionally-mandated long lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the maximum ceiling amount

of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401, to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling amount, the Contracting Officer may increase the limitation of Government liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditures under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.

(h) Initial Spares. The limitations set forth in paragraph (d) and subparagraphs (f)(2), (g)(2) and (g)(3), do not apply to undefinitized orders for the purchase of initial spares.

(i) Ordering Activities. The following activities are authorized to issue orders hereunder:

The Contracting Officer of the Ordering Activity shall forward a copy of each executed order marked "DD-350", to the Commander, Naval Sea Systems Command, ATTN: SEA 0293.

(j) Funds in the following amount are committed under this Basic Ordering Agreement for use by the Ordering Activity in obligating funds to pay for orders placed hereunder:

Item	Funds

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

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

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

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

IHD 113 NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (IHD/NSWC)

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

IHD 114 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (IHD/NSWC)

(a) The COR for this contract is:

Name: **Joe McClure**
Mailing Address: **Naval Surface Warfare Center, IH DIV**
Code: 655M **Telephone No.: 301-744-4628 x276**

(b) The COR ALTERNATE for this contract is:

Name: **Same**
Mailing Address:
Code:
Telephone No.:

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or task order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a task order, until the ordering officer has issued a modification to the task order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

IHD 1 CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) NAVSEA/IHD (JAN 2001)

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at http://www.nslcptsmh.navsea.navy.mil/. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

Name Phone E-mail Address (optional)

SECTION I - CONTRACT CLAUSES

252.201-7000	**Contracting Officers Representative.**	**DEC 1991**
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.**	**JAN 1997**
52.203-8	**Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.**	**JAN 1997**
52.203-10	**Price or Fee Adjustment for Illegal or Improper Activity.**	**JAN 1997**
52.203-12	**Limitation on Payments to Influence Certain Federal Transactions.**	**JUN 1997**
52.204-2	**Security Requirements.**	**AUG 1996**
52.204-4	**Printing/Copying Double-Sided on Recycled Paper.**	**Aug 2000**
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**
252.204-7002	**Payment for Subline Items Not Separately Priced.**	**DEC 1991**
252.204-7003	**Control of Government Personnel Work Product.**	**APR 1992**
252.204-7004	**Required Central Contractor Registration.**	**NOV 2003**
252.205-7000	**Provision of Information to Cooperative Agreement Holders.**	**DEC 1991**
52.208-9	**Contractor use of mandatory sources of supply**	**FEB 2002**

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)

[Contracting Officer shall insert details]

(a) The Contractor shall test unit(s) of Lot/Item as specified in this contract. At least calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within _____ calendar days from the date of this contract to _____ [insert address of the Government activity to receive the report] marked "FIRST ARTICLE TEST REPORT: Contract No. , Lot/Item No. " Within calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(End of clause)

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989) - ALTERNATE I (JAN 1997).

[Contracting Officer shall insert details]

(a) The Contractor shall test unit(s) of Lot/Item as specified in this contract. At least calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within calendar days from the date of this contract to [insert address of the Government activity to receive the report] marked "FIRST ARTICLE TEST REPORT: Contract No. , Lot/Item No. " Within calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time

specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(End of clause)

52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) - ALTERNATE II (SEP 1989)

[Contracting Officer shall insert details]

(a) The Contractor shall test unit(s) of Lot/Item as specified in this contract. At least calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within calendar days from the date of this contract to [insert address of the Government activity to receive the report] marked "FIRST ARTICLE TEST REPORT: Contract No. , Lot/Item No. " Within calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time

specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(End of clause)

52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989)

(Contracting Officer shall insert details)

(a) The Contractor shall deliver unit(s) of Lot/Item within calendar days from the date of this contract to the Government at (insert name and address of the testing facility) for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraphs (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(End of clause)

52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989) - ALTERNATE I (JAN 1997)

(Contracting Officer shall insert details)

(a) The Contractor shall deliver unit(s) of Lot/Item within calendar days from the date of this contract to the Government at (insert name and address of the testing facility) for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraphs (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.
(End of clause)

52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989)--ALTERNATE II (SEP 1989)

(Contracting Officer shall insert details)

(a) The Contractor shall deliver _____units(s) of Lot/Item _____within _____calendar days from the date of this contract to the Government at _(insert name and address of the testing facility)____for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within _____calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval . The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this cclause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(End of clause)

52.209-6	**Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.**	**JUL 1995**
252.209-7000	**Acquisition From Subcontractors Subject to Onsite Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty.**	**NOV 1995**
252.209-7001	**Disclosure of Ownership or Control by the Government of a Terrorist Country.**	**MAR 1998**
252.209-7004	**Subcontracting with Firms That are Owned or Controlled by the Government of a Terrorist Country**	**MAR 1998**
52.211-15	**Defense Priority and Allocation Requirements.**	**SEP 1990**
52.215-2	**Audit and Records - Negotiation.**	**JUN 1999**
52.215-8	**Order of Precedence - Uniform Contract Format.**	**OCT 1997**
52.215-11	**Price Reduction For Defective Cost or Pricing Data**	**OCT 1997**
52.215-13	**Subcontractor Cost or Pricing Data-Modifications**	**OCT 1995**
52.215-14	**Integrity of Unit Prices**	**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.**	**MAR 2000**

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 CONTRACT AWARD THROUGH ONE YEAR THEREAFTER UNLESS EXTENDED IN ACCORDANCE WITH THE OPTION PROVISIONS OF THE CONTRACT.**

(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.

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 **$1,000.00** (insert dollar figure or quantity), 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 **the total value of the contract** ;

(2) Any order for a combination of items in excess of **the total value of the contract** ; or

(3) A series of orders from the same ordering office within **period of the contract** 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 **7** 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.

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 **120 days after the expiration date of the contract** .

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 **365 days after the effective date of the contract or within 365 days after exercising a previous option**; 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 60 months.**

52.222-20	**Walsh-Healy Public Contracts Act**	**DEC 1996**
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**
52.222-2	**PAYMENTOR OVERTIME PREMIUMS.**	**JUL 1990**
52.222-3	**Convict Labor**	**AUG 1996**
52.222-4	**Contract Work Hours and Safety Standards Act-Overtime Compensation**	**SEP 2000**
52.222-21	**Prohibition of Seperated Facilities**	**FEB 1999**
52.222-26	**Equal Opportunity**	**APR 2002**
52.222-35	**Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.**	**DEC 2001**
52.222-36	**Affirmative Action for Workers with Disabilities**	**JUN 1998**
52.222-37	**Employment Reports on Disabled Veterans and Veterans of the Vietnam Era, and Other Eligible Veterans**	**DEC 2001**
52.222-41	**Service Contract Act of 1965, as Amended.**	**MAY 1989**
52.222-47	**Service Contract Act (SCA), Minimum Wages and And Fringe Benefits**	**MAY 1989**
52.223-5	**Pollution Prevention and Right-to-Know Information.**	**APR 1998**
52.223-6	**Drug-Free Workplace.**	**MAY 2001**
52.225-13	**Restrictions of Certain Foreign Purchases**	**JUN 2003**
52.223-14	**Toxic Chemical Release Reporting**	**OCT 2000**
52.225-8	**Duty-Free Entry**	**FEB 2000**
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**	**MAR 1998**
252.225-7002	**Qualifying Country Sources as Subcontractors**	**DEC 1991**
252.225-7008	**Supplies to be accorded Duty-Free Entry**	**MAR 1998**
252.225-7009	**Duty Free Entry Qualifiying Country Supplies**	**AUG 2000**
252.225-7010	**Duty Free Entry – Additional Provisions**	**Aug 2000**
252.225-7012	**Preference for Certain Domestic Commodities.**	**FEB 2003**
252.225.7017	**Prohibition Award to Companies Owned By The People's Republic of China**	**FEB 2000**
252.225-7026	**Reporting of contract performance outside the United States.**	**JUN 2000**

252.225-7031	**Secondary Arab Boycott of Israel**	**JUN 1992**
52.226-1	**Utilization Of Indian Organizations And Indian-Owned Economic Enterprises**	**JUN 2000**
52.227-1	**Authorization and Consent.**	**JUL 1995**
52.227-2	**Notice and Assistance Regarding Patent and Copyright Infringement.**	**AUG 1996**
52.227-10	**Filing of Patent Applications-Classified Subject Matter**	**APR 1984**
52.227-11	**Patent Rights-Retention by the Contractor**	**JUN 1997**
52.227-14	**Rights in Data –General.**	**JUN 1987**
252.227-7013	**Rights in Technical Data-- Noncommercial Items.**	**NOV 1995**
252.227-7014	**Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation**	**JUN 1995**
252.227-7016	**Rights in bid or proposal information.**	**JUN 1995**
252.227-7019	**Vaidation of Asserted Restrictions Computer Software.**	**JUN 1995**
252.227-7025	**Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends.**	**JUN 1995**
252.227-7030	**Technical Data - Withholding of Payment.**	**MAR 2000**
252.227-7034	**Patents-Subcontracts**	**APR 1984**
252.227-7036	**Declaration of Technical Data Conformity.**	**JAN 1997**
252.227-7037	**Validation of Restrictive Markings on Technical Data.**	**SEP 1999**
252.227-7039	**Patents—Reporting of Subject Inventions**	**APR 1990**

52.232-7 PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS (DEC 2002)

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate. (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) of this section, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed $50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this section.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts. (1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs,

including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor--

(i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or

(ii) Will make these payments determined due--

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(4)(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor--

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(5) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) Interim payments. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the _____(Contracting Officer insert day as prescribed by agency head; if not prescribed, insert “30th”) day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a

specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(End of clause)

52.232-9	**Limitation on Withholding of Payments.**	**APR 1984**
52.232-17	**Interest**	**JUN 1996**
52.232-18	**Availability of Funds.**	**APR 1984**
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**
252.231-7000	**SUPPLEMENTAL COST PRINCIPLES (DEC 1991)**	

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.232-7003	**Electronic Submission of Payment Request**	**MAR 2003**
52.233-1	**Disputes.**	**JUL 2002**
52.233-1	**Disputes. (OCT 1995) -- Alternate I**	**JUL 2002**
52.233-3	**Protest after Award.**	**AUG 1996**
52.237-10	**Indentification of Uncompensated Overtime**	**OCT 1997**
52.242-13	**Bankruptcy.**	**JUL 1995**
52.243-7	**Notification of Changes**	**APR 1984**
252.243-7002	**Requests for Equitable Adjustments**	**MAR 1998**
52.244-6	**Subcontracts for Commercial Items**	**APR 2003**
52.244-5	**COMPETITION IN SUBCONTRACTING**	**DEC 1996**
52.245-5	**Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts).**	**JUN 2003**
252.245-7001	**Reports of Government Property.**	**MAY 1994**
52.246-24	**Limitation of Liability**	**FEB 1997**
52.246-25	**Limitation of Liability--Services.**	**FEB 1997**
52.247-63	**Preference for U.S. Flag Air Carriers.**	**JAN 1997**
252.246-7000	**Material Inspection and Receiving Report**	**MAR 2003**
252.246-7001	**Warranty of Data.**	**DEC 1991**
252.247-7023	**Transportation of Supplies by Sea.**	**MAY 2002**
252.247-7024	**Notification of Transportation of Supplies by Sea.**	**MAR 2000**
52.248-1	**Value Engineering.**	**MAR 1989**
52.249-6	**Termination (Cost-Reimbursement). ALT IV**	**SEP 1996**

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) - ALTERNATE I (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated while the Contractor has possession of Government goods, the Contractor shall, upon direction of the Contracting Officer, protect and preserve the goods until surrendered to the Government or its agent. The Contractor and Contracting Officer shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be a dispute under the Disputes clause.

(f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(g) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.249-14	**Excusable Delays.**	**APR 1984**
52.251-1	**Government Supply Sources**	**APR 1984**
52.253-1	**Computer Generated Forms.**	**JAN 1991**

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.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any _____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (OCT 2002)

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

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

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

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

(b) 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.

(c) 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. The 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.

(d) 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.

(e) 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

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT (1) Personnel Matrix

ATTACHMENT (2) Past Performance Matrix

ATTACHMENT (3) Past Performance Questionnaire

ATTACHMENT (4) Table II Sample

ATTACHMENT (5) Quality Assurance Surveillance Plan

ATTACHMENT (6) Contract Administration Plan

ATTACHMENT (7) DD Form 1423's Contract Data Requirement List (THIS WILL BE MAILED ON REQUEST)

ATTACHMENT (8) DD 1664's (THIS WILL BE MAILED ON REQUEST)

ATTACHMENT (9) DD 254's (THIS WILL BE MAILED ON REQUEST)

Personnel Resource Matrix

Name	Labor Category	Degree			Years of Experience	Years of Specialized Experience	Company Currently employed with	Letter of Intent X = yes	Employee Experience Relative to SOW X = yes Blank = no						
		B	M	D					Sec. 3.1	Sec. 3.2	Sec. 3.3	Sec. 3.4	Sec. 3.5	Sec. 3.6	Sec 3.7
Ex. Jane Doe	Program Manager		X		22	17	JD Inc.		X						

This Staffing Matrix shall be accompanied with a Key Personnel Summary that provides examples of specific relevant experience gained by the key person proposed for a specific SOW task area. The Offeror shall also provide a Staffing Plan

(5 page limitation) as to how the Offeror determined that their proposed team of personnel are best suited to meet the Government's requirements.

Past Performance Matrix

References	$ Value of Contract	Work Description	Contract Completed on Time YES / NO	Contract Completed at Proposed Cost YES / NO (if no % of overrun)	Provide Explanation for NO answers

References column should include government activity/ company name, address, POC and telephone number.

PAST PERFORMANCE QUESTIONNAIRE

FOR SOLICITATION NUMBER N00174-03-R-0043

Offeror's Name: _____

****

Name of agency/activity completing questionnaire: _____

Name and title of the person completing questionnaire:_____

_____

Length of time your agency/activity has been involved with the Offeror: _____

SUBMIT PAST PERFORMANCE QUESTIONNAIRE BY 26 March 2004

TO:

Naval Surface Warfare Center

101 Strauss Avenue, Bldg. 1558
Indian Head, MD 20640-5035
Attn: Michael Burch, Contract Specialist, Code 1141B

e-mail address: burchml@ih.navy.mil

****

RATING SCALE

Please use the following ratings to answer the questions.

EVALUATION CRITERIA

Excellent - The Offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

Good - The Offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the Offeror again.

Poor - The Offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the Offeror again under any circumstances.

Neutral – Offerors lacking relevant past performance history will receive a neutral rating for past performance.

	EXCELLENT	GOOD	POOR	NEUTRAL
CUSTOMER SATISFACTION				
The referenced contractor was responsive to the customer's needs.				
The contractor's personnel were qualified to meet the requirements.				
The contractor's ability to accurately estimate cost.				
TIMELINESS				
The contractor's ability to ensure, to the extent of its responsibility, that all tasks were Completed within the requested time frame.				
TECHNICAL SUCCESS				
The contractor had a clear understanding of the tasks detailed in the SOW and/or Delivery orders.				
The contractor's ability to complete tasks correctly the first time.				
The contractor's ability to resolve problems.				
PROGRAM MANAGEMENT				
Did the contractor successfully manage its subcontractors?				
Was the contractor's management effective in controlling cost, schedule and Performance requirements?				
QUALITY				
The contractor's quality and reliability of services delivered.				

PLEASE PROVIDE SUBJECTIVE RESPONSES FOR THE FOLLOWING:

1. Would you recommend this contractor for similar Government contracts? Please explain:

2. Have you experienced special or unique problems with the referenced contractor that the Government should be aware of in making our decision?

Offeror to Indicate Company Name
City, State, Zip
Solicitation Number
Worksite
Period of Effort

TABLE II
THE RATES USED IN THIS ATTACHMENT ARE ONLY A SAMPLE
FULLY BURDENED FIXED HOURLY RATE

				Note 1		Note 2	Note 3		
	(B)	(C) (B*1.02)	(D) (C*.35)	(E) (C*.25)	(F) (C+D+E)	(G) (F=BASE)	(H) (F*.02)	(F+G+H)	
Labor Category Sr. Machine Operator	Base Labor Rate	Base + Esc Esc @ 2%	Overhead @ 35%	Fringe @ 25%	Subtotal	G&A 10%/Prime 5%/Sub	Profit @ 2%	Subtotal	RFP Hours/ Person
PRIME									
W. Wright	20.00	20.40	7.14	5.10	32.64	3.26	0.65	36.56	2,000
J. Smith	21.25	21.68	7.59	5.42	34.68	3.47	0.69	38.84	1,700
A. Bell	19.80	20.20	7.07	5.05	32.31	3.23	0.65	36.19	1,500
									5,200

PRIME CONTRACT COMPOSITE RATE $ 37.20* ($193,431.17/5,200 hours)

SUBCONTRACTOR

T. Edison	47.65 **Note 4**				47.65	2.38		50.03	1,480
E. Whitney	44.56 **Note 4**				44.56	2.23		46.79	1,000
								Note 5	**2,480**

SUBCONTRACTOR COMPOSITE RATE $48.72* ($120,836.10/2,480 hours)

7,680

OVERALL LABOR CATEGORY COMPOSITE RATE $40.92($314,267.27/7,680 hours)**

***FOR EVALUATION PURPOSES ONLY**
****ONLY THIS RATE WILL APPEAR IN SECTION B**

Note 1: For purposes of this example fringe is broken out of the overhead rate and applied separately. Overhead and fringe shall be displayed in accordance with the contractor's approved accounting system.

Note 2: G&A for the prime is applied to the prime's employees only. G&A for the sub is applied to the sub employees only.

Note 3: For purposes of this example profit is not applied to G&A expense

Note 4: The rates for subcontractor shall be consistent with those in Table II.

Note 5: The hours must be consistent between the prime's proposal and the subcontractor backup data.

The G&A column may be used for burdening the subcontractor fully burdened labor rate with G&A and/or handling charges. Complete cost details shall be fully disclosed.

If required, add a column for Facilities Capital Cost of Money.

QUALITY ASSURANCE SURVEILLANCE PLAN
CONTRACT NO. N00174-04-C-

1.0 The contractor's performance will be evaluated through the Contractor Performance Assessment Reporting System (CPARS). The CPARS evaluation is accomplished on an annual basis after contract award and prior to exercising the options. The CPARS evaluation will be based on the contractor's peformance during the previous 12 months. The primary Government official responsible for the CPARS evaluation is the Contracting Officer's Representative (COR) for the contract. The COR may be assisted, as necessary, by other Government individuals having information relevant to the quality of contractor performance.

2.0 Contractor performance will be assessed on a continuing basis throughout the year based on review of deliverables (technical and management), technical meetings, formal In-Progress Reviews, and general contacts with the contractor.

3.0 Contractor performance will be evaluated in five general areas. A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory will be assigned to each area. These general areas are described below. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

3.1 Quality of Product or Service- Addresses the extent to which the contractor (a) met contract technical requirements, including the accuracy and completeness of reports/data delivered; (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) was proactive and demonstrated initiative; (e) remained flexible to internal or external changes and (f) was effective in developing and implementing process improvements to make the end product development more efficient and the end product display more effective.

3.2 Schedule - Addresses the extent to which the contractor met contract schedules, including the need for deadline extensions.

3.3 Cost Control – Addresses the contractor's overall effectiveness in controlling both direct and indirect costs as well as the incidence of cost overruns.

3.4 Business Relations – Addresses the responsiveness of the contractor's upper-level management to Government concerns and needs, the effectiveness of the contractor's management interface with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government on both technical and management issues.

3.5 Management of Key Personnel - Addresses the overall quality of the contractor's team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the contract regarding Key Personnel. Also includes the effectiveness of the contractor's effort to retain or attract qualified personnel.

ATTACHMENT (5)

INDEFINITE QUANTITY LABOR HOUR/TIME & MATERIAL CONTRACTS WHERE ORDERING AUTHORITY IS DELEGATED TO THE REQUIRING ACTIVITY

CONTRACT ADMINISTRATION PLAN
CONTRACT NO. N00174-04-

In order to expedite administration of this contract, the following delineation of duties is provided. The individual/position designated as having responsibility should be contacted for any questions, clarification, or information regarding the functions assigned.

1. THE PROCURING CONTRACTING OFFICER (PCO) is responsible for:

   a. All pre-award information, questions, data, or Freedom of Information inquiries.
   b. Post award conference
   c. All post-award changes or interpretations regarding the scope, terms, or conditions of the basic contract (unless technical clarifications/questions can be resolved by the COR).
   d. Monitoring of COR
   e. Monitoring of the Ordering Officer
   f. Meet annually with COR to review contract performance (joint responsibility of COR). This may be satisfied telephonically, depending on the circumstance.
   g. Perform all Contracting Officer functions not delegated to CAO.
   h. Perform all the functions of the Ordering Officer for orders in excess of the Ordering Officer's dollar limitation

   Other:_____
   _____

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42-302 and DFARS 242.302 except in those areas otherwise designated herein.

_____
_____

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract/delivery order prior to final payment to the contractor.

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance or approved provisional payment.

5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:

a. Controlling all government technical interface with the contractor and providing technical advice and clarifications on the statement of work.

b. Providing copies of all government/contractor technical correspondence to the PCO or Ordering Officer, as applicable, depending on the issue.

c. Promptly furnishing the PCO with documentation/comment on any request for change, deviation or waiver (whether generated by the government or the contractor) to the basic contract; and to the Ordering Officer if it relates to a delivery order.

d. Promptly reviewing/approving contractor invoices and forwarding to DCAA. This includes monitoring of the direct cost of labor, materials, travel, etc. to assure invoice is consistent with the delivery order and the progress made to date, and that it does not contain costs not authorized such as overtime, or billing unauthorized personnel or personnel at incorrect rates.

e. Monitoring (a) the types of labor categories and number of hours ordered, and (b) that which is actually performed, to assure that neither result in the use of a predominance of the higher cost labor categories, unless actually required. Maintaining a log, by delivery order, of the hours ordered, and the hours performed (received and accepted), the valve of the delivery order as issued, and the amount invoiced and approved. (Provide log with annual report).

f. Quality assurance, inspection and acceptance of services.

g. In the event of contractor delay, or failure to perform, determine the cause, and make recommendations to the PCO or Ordering Officer, as applicable.

h. Meeting annually with the PCO to review contract performance. This may be satisfied telephonically, depending on the circumstances.

i. Statement of Work (SOW) for delivery orders. The SOW work for a delivery order should be prepared by Navy personnel other than the COR who is responsible for acceptance of services and

certification of invoices. In this instance, the COR is responsible for final review and submission of the SOW and DD1423: otherwise, the COR is responsible for preparing the SOW.

j. Preparing INDEPENDENT government estimate prior to submitting RCP to Ordering Officer to request delivery order. Assist Ordering Officer in negotiations, if requested. The estimate must be in detail and must include specific breakdown of hours, travel (with estimates and destinations), material (items and costs), other (in detail, as applicable)

k. Complying with SECNAVINST 4200.27A "Proper Use of Contractor Personnel", NAVSEAINST 4200.19 "Service Contract Restriction and Safeguards", NAVSEAINST 4200.17B and SECNAVINST 4205.5 "Contracting Officer's Technical Representative" and Contracting Officer COR Appointment Letter.

1. Submission of written report to the PCO on contractor performance within 60 days of contract completion, but not less often than annually. The report should address all aspects of contractor performance including cost effectiveness, quality and timeliness of contractor performance (and shall include delivery order log).

m. Anticipating and submitting requests for follow-on contract requirements in sufficient time to allow for award prior to the expiration of this contract.

n. Contract Performance Assessment System (CPARS).

( ) This contract WILL be registered in the CPARS database by the Contracts Divison with the assistance of the COR. As stated in the COR appointment letter the COR is responsible for updating the CPARS database.

( ) CPARS does NOT apply to this contract.

Other _____
_____
_____

6. THE ORDERING OFFICER IS responsible for:

Within the limits of the Ordering Officer's authority, which is $_____.

a. Request, obtain, and evaluate proposals for delivery orders to be issued.

b. Negotiations with the contractor for the pricing of the delivery order; and to document negotiations and the final justification for determining the price is fair and reasonable.

c. Issue the order and obligate the funds.

d. Authorize overtime (only if provided for in the contract)

e. Authorize performance to begin (includes emergencies)

f. Tracking of hours and ODC's ordered to assure that the contract "minimum" is ordered and the maximum ceiling is not exceeded. Maintaining the attached delivery order log. Monitoring remaining balances to assure that the requirement for a follow-on acquisition is requested with sufficient lead-time that existing ceilings will not be reached prior to award of the new contract.

g. Quarterly provide the PCO with a copy of the delivery log to date.

h. Discuss with the PCO any problems encountered with the contractor.

i. Refer all requirements over the Ordering Officer's limitation to the PCO (for performance of the Ordering Officer function). Referral must include copy of delivery order log and applicable delivery order number.

NAMES/ADDRESSES/CODES/TELEPHONE HONE NUMBERS OF COGNIZANT INDIVIDUAL/OFFICE

COR **Joe McClure** **655M** **(301) 744-4468 X276**
Name Code Telephone

PCO (refer to Contracting Officer who signed contract documents)
Penny S. Kennedy **1141** **(301) 744-6626**
Code Telephone

DCAA (refer to the invoice clause of the contract, Section 6)

PAYING OFFICE (refer to page one of contract document)

CAO (refer to page one of contract document)

ORDERING OFFICER_____
Activity Code Telephone

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. APR 1991
52.222-38 Compliance with Veteran's Employment Reporting Requirements DEC 2001
52.204-3 Taxpayer Identification. (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C 7701 (c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[ ] TIN:_____

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of a Federal, government;

(e) Type of organization.

[ ] Sole proprietorship;
[ ] Partnership;
[ ] Corporate entity (not tax-exempt);
[ ] Corporate entity (tax-exempt);
[ ] Government entity (Federal,State, or local);
[ ] Foreign government;
[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____

(f) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name _____
TIN _____

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (DEC 2001)
(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

252.209-7002 Disclosure of ownership or control by a foreign government. (SEP 1994)

(a) "Definitions."

As used in this provision --

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election, appointment, or tenure of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government" --

(i) Means --

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government of the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means --

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) "Prohibited on award."

No contract under a national security program may be awarded to an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) "Disclosure".

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government

52.215-6 Place of Performance. (OCT 1997)
(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE OFFEROR OR RESPONDENT	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN
_____	_____
_____	_____

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (JUN 2003)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 335999 (insert NAICS code).

(2) The small business size standard is 500 (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)
The offeror represents that -

(a) It ___ has, ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ___ has, ___ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 Affirmative Action Compliance. (APR 1984)
The offeror represents that -

(a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

[ ] (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

( ) None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

( ) Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: “Limited rights data” and “Restricted computer software” are defined in the contract clause entitled “Rights in Data--General.”

(End of provision)

252.247-7022 Representation of Extent of Transportation by Sea. (AUG 1992)
(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) “Representation.” The Offeror represents that it --

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.
252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003)

(a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if--

(1) The offer exceeds $10 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that--

(i) Exceeds $500,000 in value; and

(ii) Could be performed inside the United States or Canada.

(b) Information to be reported includes that for--

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

(c) The offeror shall submit the report using--

(1) DD Form 2139, Report of Contract Performance Outside the United States; or

(2) A computer-generated report that contains all information required by DD Form 2139.

(d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

52.204-6 Contractor Identification Number - Data Universal Numbering System (DUNS) Number. DEC 1996

252.204-7001 Commercial and Government Entity (CAGE) Code Reporting. (DEC 1991)
(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will --

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLSC; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

52.211-14 Notice of Priority Rating for National Defense Use. (SEP 1990)
Any contract awarded as a result of this solicitation will be [ ] DX rated order; [**X**] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. (Contracting Officer check appropriate box.)

52.215-1 Instructions To Offerors—Competitive Acquisition MAY 2001
52.215-16 Facilities Capitol Cost of Money OCT 1997

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

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

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

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

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

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

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

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

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

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

(End of provision)

52.216-1 Type of Contract. (APR 1984)
The Government contemplates award of a **COST PLUS FIXED FEE, T&M, IDIQ, SERVICE TYPE CONTRACT** resulting from this solicitation.

52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation FEB 1999

252.227-7017 Identification and assertion of use, release, or disclosure restrictions. JUN 1995

52.233-2 Service of Protest. (AUG 1996)
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

SUPPLY DEPARTMENT
PENNY S. KENNEDY CODE 1141
NAVAL SURFACE WARFARE CENTER, INDIAN HEAD DIVISION
INDIAN HEAD MD 20640-5035

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov./far./

HQ L-2-0004 - MAKE-OR-BUY PROGRAM (NAVSEA) (SEP 1990)

Offeror shall submit as part of its proposal a written proposed make-or-buy program in accordance with the requirements set forth herein.

(a) Definition of Make-or-Buy Program: A make-or-buy program is that part of each offeror's written plan which identifies the major work efforts, sub-systems, assemblies, subassemblies, and components to be manufactured, developed, or assembled in its own facilities, and those which will be obtained elsewhere by subcontract. The program shall not include raw materials, commercial products or off-the-shelf items unless their potential impact on contract or schedule is critical. A "make" item is any item produced, or work performed, by the offeror or its affiliates, subsidiaries, or divisions. A "buy" item is any item or work effort which will be obtained elsewhere by subcontract.

(b) Requirements of Make-or-Buy Program under this Solicitation. For purposes of this solicitation, the make-or-buy program should not include items or work efforts estimated to cost less than (a) 1% of the total estimated contract price, or (b) $1,000,000, whichever is less.

(c) Factors to be Considered by Offeror in the Formulation of Its Make-or-Buy Program. Offeror shall consider such factors as capability, capacity, availability of small business and labor surplus area concerns as subcontract sources, the establishment of new facilities in or near sections of concentrated unemployment or underemployment, contract schedules, integration control, proprietary processes, and technical superiority or exclusiveness, before identifying in its proposed make-or-buy program that work which it considers it or its affiliates, subsidiaries, or divisions (i) must perform as "must make", (ii) must subcontract as "must buy", and (iii) can either perform or acquire by subcontract as "can make or buy".

(d) Information Required in Offeror's Make-or-Buy Program. Offeror shall include in its proposed make-or-buy program:

(1) A description of each major item or work effort.

(2) Categorization of each major item or work effort as "must make", "must buy", or "can either make or buy".

(3) For each item or work effort categorized as "can either make or buy", a proposal either to "make" or to "buy".

(4) Reasons for (i) categorizing items and work efforts as "must make" or "must buy", and (ii) proposing to "make" or to "buy" those categorized as "can either make or buy". The reasons must include the consideration given to the evaluation factors described in the solicitation and be in sufficient detail to permit the Contracting Officer to evaluate the categorization or proposal.

(5) Designation of the plant or division proposed to make each item or perform each work effort and a statement as to whether the existing or proposed new facility is in or near a labor surplus area.

(6) Identification of proposed subcontractors, if known, and their location and size status.

(7) Any recommendations to defer make-or-buy decisions when categorization of some items or work efforts is impracticable at the time of submission.

(8) Any other information the Contracting Officer requires in order to evaluate the program.

HQ L-2-0003 FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the SECRET level. Naval Sea Systems Command will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

HQ L-2-0010 SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors should provide copies of executed SPI modifications to document that the previously approved SPI have been implemented by the Contract Administration Office on past or existing contracts.

IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)

THE OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

GENERAL INFORMATION: Each Offeror must submit an offer/proposal and other written information in strict accordance with these instructions. Therefore, the Government encourages Offerors to contact the contracting officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions. This procurement is being conducted on a best value basis utilizing the tradeoff process. The Government intends to award a single contract as a result of this solicitation.

The Offeror shall submit the following information. Failure to do so will render an offer ineligible for award.

1. Four (4) copies of the technical proposal, Volume I.
2. Two (2) completed and signed solicitation packages, with all representations and certifications executed, and with prices in Section B and acceptance via signature of all amendments, Volume II.
3. Four (4) copies of Section K completed by the Offeror, Volume II
4. One (1) copy of the past performance information, Volume II.
5. Two (2) copies of the cost/price proposal, Volume III.

OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS: (Listed in order of importance) Information shall be submitted in three separate volumes or folders as detailed below.

Volume I: Technical Proposal

1. Experience
2. Facilities
3. Personnel
4. Testing
5. Quality Assurance
6. Documentation

Volume II: Past Performance Information (Prime Only)

Past Performance	As Set Forth Herein

NOTE: Past Performance is equal in value to factors 1 through 6 combined.

Volume III: Cost/Price Proposal

Cost/Price	Not Scored

Volume I: Technical Proposal- Shall address Factors as detailed below, which are listed in descending order of importance. Not to exceed 50 single sided pages, not less than 10 pitch (Times New Roman or similar). The Technical Proposal shall not contain any hyperlinks or other electronically imbedded links or cost/price information.

1.0 Experience

Provide a description of mechanical-electrical ground or ship support equipment (MEGSSE) for munitions that your facility has done in the past 5 years. Specifically address your experience with the equipment/hardware listed below, which are of equal importance:

1. Experience in the manufacture/modification/repair of metal munitions containers for conventional weapons as defined in SOW paragraph 3.1.
2. Experience in the manufacture/modification/repair of metal munitions tools and fixtures for conventional weapons as defined in SOW paragraph 3.2.
3. Experience in the manufacture/modification/repair of metal munitions handling equipment for conventional weapons as defined in SOW paragraph 3.3.
4. Experience in the manufacture/modification/repair of electrical cables for conventional weapons as defined in SOW paragraph 3.4.
5. Experience in the manufacture/modification/repair of test equipment for conventional weapons as defined in SOW paragraph 3.5.

2.0 Facilities

Provide a description of the facilities and equipment that will be utilized to support the functions of the contract, as listed below, which are of equal importance:

1. Description of facility(s): Provide information as to the location of your facility(s). If it is anticipated that more than one facility will be utilized (i.e. East and West Coasts), then it shall be so indicated. Included shall be the square footage dedicated for the efforts and the Offeror shall attest to the adequacy of these facilities to provide supportive documentation and drawings. If any of the listed facilities is contingent on this contract award, it shall be so indicated. The Offeror must show that the facility will be available within 45 days after award.

2. Description of equipment: Provide information as to the specific equipment located at the facility(s), which will be utilized to support the functions of this contract. If any of the listed equipment is contingent on this contract award, it shall be so indicated.

3. Facility Clearance: The Offeror must show that any proposed facility(s) is capable of obtaining a SECRET facility clearance upon award.

3.0 Personnel

The Offeror shall demonstrate to what extent ALL of the proposed personnel meet the qualifications of their respective labor category referenced in Section C of the RFP by submitting current information about their work experience, education and whether the person is presently employed with the Offeror, currently employed by a proposed subcontractor, or proposed under letters of intent. All letters of intent shall be provided with the personnel matrix. **Do not include salary information.** The Offeror shall provide this information on the *Personnel Resource Matrix (Attachment 1)* for **each** person proposed for all of the "key" and non-key labor categories specified in Section C.

In addition, the Offeror shall submit a Key Personnel Summary for each "key" labor category identified in Section C. The Key Personnel Summary shall describe the specific experience and specialized qualifications of only the proposed individuals in a "key" labor category. The Key Personnel Summary shall not exceed five (5) pages in total and shall provide historical data (work opportunities, assignments, etc.) that demonstrate specific experience and specialized qualifications of each person proposed as "key". The Key Personnel Summary shall NOT: (1) parrot the Personnel Qualifications listed in Section C, (2) include non-key labor categories, or (3) resemble a resume.

The Government will give greater weight to key personnel who are currently employed with the prime versus key personnel who are proposed under a letter of intent.

1) The greatest weight shall be given when a majority of the key personnel are currently employed with the prime contractor.
2) Greater weight shall be given when a majority of the key personnel are currently employed with proposed subcontractors.
3) Lesser weight shall be given when a majority of the key personnel are currently proposed under letters of intent.

In support of the Personnel Resource Matrix, the Offeror shall provide a staffing plan (5 page limitation) that graphically depicts the Offeror's organization and reporting relationships and details the number of personnel that will be provided to accomplish the tasks stated and implied by this statement of work.

4.0 Testing as defined in SOW paragraph 3.6

Describe your relevant testing capabilities for contractor testing of mechanical-electrical ground or ship support equipment (MEGSSE). The narrative shall include a description of relevant equipment tested, the type and scope of testing the Offeror performed on the equipment, and the Offeror's responsibility for testing, collecting data, interpreting the data, assessing the impact of anomalies, and reporting the results.

5.0 Quality Assurance as defined in SOW paragraph 3.7.2

Provide a copy of your company's Quality Assurance Program Plan. The plan should be in sufficient detail to allow the Government to ascertain if the contractor's quality system meets the requirements of ISO 9001 for hardware. Identify the quality and process controls that will be used to ensure that the end item will be in compliance with the applicable drawing, specifications, SOW, and contract. Describe the type of documentation that will be used to identify, record and disposition non-conforming material, in-process rejects and characteristic discrepancies.

6.0 Documentation

Provide a description of your capability to produce documentation in accordance with the requirements of the Statement of Work. Typical documentation may include updates to Government provided Technical Data Packages, inspection and acceptance test plans, test procedures, and other technical documentation to support MEGSSE.

VOLUME II Past Performance (Prime Only)

Past Performance is a measure of the degree to which an Offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complied with federal, state, local laws and regulations. The Offeror shall provide a list of references using the *Past Performance Matrix, (Attachment 2)*, who will be able to provide information regarding the Offerors past performance during the past three (3) years regarding; (1) customer satisfaction; (2) timeliness; (3) technical success; (4) program management; (5) and quality.

The Offeror will submit the *Past Performance Questionnaire, (Attachment 3)*, to each of the references listed on the Past Performance Matrix, a minimum of three (3) is required. The Offeror shall instruct the references to complete Past Performance Questionnaire and return it directly to:

Naval Surface Warfare Center
101 Strauss Ave, Bldg. 1558
Indian Head, MD 20640-5035
Attn: Michael Burch, Code 1141B

The Offerors selected references must be listed on the Past Performance Matrix. Failure of the references to submit Past Performance Questionnaire to the contract specialist by the Closing Date of the Solicitation may result in inability of the Government to rank the Offerors past performance.

NOTE: PAST PERFORMANCE INFORMATIONAL & QUESTIONNAIRE SHEETS ARE ATTACHMENTS TO THE SOLICITATION, AS LISTED IN SECTION J.

VOLUME III Cost/Price- (Shall contain only the cost/price information)

There is no limitation on number of pages, page format, or print size for the cost proposal.

The Offeror shall prepare the cost proposal in accordance with the following organization, content and format requirements to assist the Government in making a complete and thorough evaluation. An original and one copy of each prime and subcontractor, if applicable, cost proposal shall be submitted to the Procuring Contracting Officer for evaluation. Only one copy of Microsoft Excel 5.0, 3.5" disk(s) with the contractor's and subcontractor's cost proposal need be submitted. Only Microsoft Excel is acceptable **(Office 97 preferably--any later version of Microsoft Excel is NOT ACCEPTABLE).**

The Offeror shall take precautions to the maximum practical extent to ensure that the disk submitted contains no computer viruses.

Furnish all cost proposal information in the order listed. This requirement also applies to any proposed subcontractor(s).

(a) Assumptions made in preparing the cost proposal. Any qualifications to any requirement of the cost proposal preparation process. Any inconsistency, whether real or apparent, between promised performance and cost shall be explained.

(b) ONE COPY OF YOUR COST PROPOSAL SHALL BE SENT TO YOUR COGNIZANT DCAA CONCURRENT WITH THE SUBMISSION TO THE PROCURING CONTRACTING OFFICER. YOUR PROPOSED SUBCONTRACTORS, IF ANY, SHALL BE INSTRUCTED TO DO THE SAME. Provide confirmation and date that copies of this cost proposal were submitted to DCAA, along with a telephone number and point of contact.

(c) List of subcontractors that are submitting cost information independently.

(d) Briefly describe information concerning the general financial condition of your firm and specific plans for financing the proposed contract, including the latest available financial statement.

(e) If you are currently being audited, or have been audited by Defense Contract Audit Agency (DCAA) within the past twelve months, it is requested that the name, phone number and location of the assigned DCAA office be furnished with your proposal along with the audit number.

(f) State the source and date of acceptance of adequacy of the Offeror's accounting system.

(g) If the Offeror has an approved Purchasing System, provide the source and date of latest review. If the Offeror does not have an approved Purchasing System, state what processes are used for purchases of such items as materials, travel, and training.

(h) State whether direct labor rates are subject to a Forward Pricing Rate Agreement (FPRA) with the Government. If so, the Offeror shall attach a copy of the FPRA as Attachment (1) to the Volume III - Cost Proposal.

(i) If the Offeror is aware of differences between DCAA recommended rates and those rates proposed, the Offeror shall identify the specific rates and explain the differences. This includes labor rates, indirect rates, material burdens, and G&A rates.

(j) State the escalation rate use for each year and the basis for this particular rate.

(k) The cost proposal must furnish an explanation of the Offerors "company policy" on the accumulation of costs for vacations, sick leave, holidays, and other compensated leave or time off.

(l) Describe how the Offeror treats, for accounting purposes, the costs of employee training and whether such training occurs during the normal work week or outside the normal work week. Also, the Offeror shall define how Government-sponsored training costs are kept separate from contractor-training costs.

(m) It is recognized that some of the labor category titles used in the RFP may not exactly match the titles normally used in particular company operations. Accordingly, in order to permit a rapid comparison between the labor team proposed in response to this RFP and the Offerors actual labor mix, each proposal must provide the following:

(i) Direct labor rates related to the labor categories specified in the RFP.

(ii) A statement of the Offerors normally used nomenclature for each labor category included herein, together with a copy of the Offerors own position description for each labor category.

(iii) A statement of any other labor categories and related qualifications between any category established herein and the category normally used.

A cross-reference matrix of labor category nomenclature must be provided.

(n) If the Offeror is NOT proposing uncompensated overtime, so state. If the Offeror is proposing uncompensated overtime, 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997) applies.

(o) Define and explain the rationale for all burdens that will be applied to material. Explain how material rebates, incentives, or other inducements provided to the Offeror will be treated.

(p) Indicate any other proposed indirect rate(s) for each year and the base to which the rate is applied.

(q) Specify proposed General & Administrative (G&A) rate(s) for each year. Indicate the base to which the rate is applied.

(r) If an Offeror elects to claim facilities capital cost of money as an allowable cost, the Offeror must submit the calculation of the proposed amount on a DD Form 1861, Contract Facilities Capital Cost of Money, or computer generated equivalent with the applicable cost of money base and rates displayed. Failure to complete all necessary information may result in delay in analysis and delay in contract award. In addition, the Offeror must provide the percentages for the Distribution of Facilities Capital Employed by land, buildings, and equipment. Current Department of the Treasury Rates is available at http://www.publicdebt.treas.gov/opd/opdprmt2.htm.

(s) Provide an explanation of how your spreadsheet is constructed.

(t) Each subcontractor must submit a statement indicating whether the release of pricing assistance data results to the Prime Contractor is allowed or prohibited. The Offerors are required to provide an assessment and determination that the cost proposed by any subcontractor is fair and reasonable (FAR 15.404-3).

(u) Offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. Current annual salary is required only if the employee is currently employed by the Offeror or subcontractor. If the employee is a contingency hire, the Offeror or subcontractor must include the agreed to annual salary of the prospective employee. The compensation plan for new employees may be estimated, but shall be consistent with the Offeror's overall proposal. See FAR Clause 52.222-46 "Evaluation of Compensation for Professional Employees (FEB 1993)"of Section M of this RFP.

(v) Yearly Breakout: Each Offerors Cost Proposal shall be prepared based on the number of labor hours by labor category, travel, and material estimates set forth below under the heading "For Proposal Preparation Purposes Only" herein. Also, indicate how burden and G&A rates, and any other indirect rates are developed, by listing costs included in these indirect cost items.

THE PRIME CONTRACTOR SHALL SUBMIT ITS PROPOSAL ON WHITE BOND PAPER ONLY along with as many 3.5" high density disks (appropriately labeled as to content) as needed for the entire cost proposal (prime and subcontractor(s), if applicable). Only one set of 3.5" disks need be submitted. Each proposal, prime and.-subcontractor, is to be prepared in accordance with the following instruction and sample.

EACH PROPOSED SUBCONTRACTOR IS TO PREPARE A COST PROPOSAL SPREADSHEET IN THE SAME FORMAT AS PRESENTED HERE. If a proposed subcontractor does not want to disclose detailed pricing information to its prime contractor, then the subcontractor shall submit complete cost proposal spreadsheets, as set forth in these instructions, directly to the contract specialist identified. However, the prime shall indicate in its proposal the subcontract costs as disclosed to the prime by the subcontractor. If a prime contractor has a subcontractor(s), then each subcontractor(s) proposal shall be prepared and submitted on bond paper OTHER THAN WHITE, and the color selected per subcontractor shall be consistent throughout the cost proposal. In the narrative portion of the cost proposal, the prime contractor shall identify each proposed subcontractor and the color associated with that subcontractor(s) proposal. When the subcontractor(s) submits its detailed cost proposal in accordance with this instruction, it shall submit its cost proposal on the same color paper that the prime has identified to the Government in its cost proposal narrative as being associated with that subcontractor.

Each spreadsheet is to have the following information:

Company Name
City, State, Zip
Solicitation Number
Work Site (Location)
Period of Effort

The Offeror must propose one fully burdened hourly rate, rounded to two (2) decimal places, per labor category by completing Section B of this solicitation. Price/Cost proposals shall not differentiate between on-site and off-site rates unless required to do so in Section B. Composite rates are required for any labor category for which more than one company's personnel are proposed. The proposal shall clearly demonstrate the individual cost elements from which the composite rate, rounded to two (2) decimal places, is developed. Proposals must be submitted for the total maximum hours, by category, shown in Section B. The extended labor amount shall be derived by multiplying the number of hours per labor category by the fully burdened hourly rate for the labor category.

The Price/Cost proposal must contain specific rates provided in the format of Table II (Attachment (4)) for the initial year and each option year for the Offeror and all subcontractors. **Each subcontractor shall provide a complete Table II (Attachment 4). The fully burdened hourly rate for each subcontractor shall be used with their respective hours when constructing the prime contractor's Table II (Attachment (4)).**

Table II must be consistent and demonstrate a clear understanding as to how both prime and subcontractor hours and rates were derived. Proposed prime and subcontractor hours and rates should be consistent. Inconsistencies in the proposal between the prime and the subcontractor hours and rates will be considered a high performance risk to the Government.

All proposed costs must be adequately supported. The proposal must include sufficient background to show derivation of all costs. If the cost proposal cannot be understood, it may result in the entire proposal being found to be unacceptable and thus eliminated from the competition. At a minimum, the Offeror shall provide labor categories; rates and hours; overhead rates; and subcontracted costs; general and administrative costs; and profit.

NOTIFICATION TO OFFERORS REGARDING SUBCONTRACTOR FEE:

Offerors are hereby notified that all fees to be paid under this contract will be paid to the prime contractor for disbursement to their subcontractor. No subcontractor proposal shall contain an amount for fee. The prime contractor shall arrange the manner in which the company will distribute fee to each subcontractor. The Government will not be involved in the distribution of fee to subcontractors.

DO NOT LOCK ANY CELLS. LOCKED CELLS WILL MAKE IT DIFFICULT FOR THE GOVERNMENT TO EVALUATE YOUR COST PROPOSAL.

FOR PROPOSAL PREPARATION PURPOSES ONLY:

The Government has identified certain labor, travel, and material/ODC amounts to be used by all Offerors in preparing their cost proposals as set forth herein.

1. Anticipated Award Date-The anticipated award date for this requirement will be in **2nd Quarter Fiscal Year 2004**. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations.

2. Estimated Labor Hours / - The quantities of direct labor hours by labor category by period of contract performance, shown below, are to be used by the Offeror for computing estimated labor costs and is the Government's best estimate. The Government can not either guarantee the estimated quantities of labor hours shown for individual labor categories or the total estimated labor hours for any period of contract performance.

Labor Category	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
	12 Months	12 Months	12 Months	12 Months	12 Months
Program Manager (K)	1920	1920	1920	1920	1920
Manufacturing Engineer (K)	1920	1920	1920	1920	1920
Senior Machine Operator	7680	7680	7680	7680	7680
Machine Operator	3840	3840	3840	3840	3840
Production Labor	9600	9600	9600	9600	9600
Tool & Die Machinist	1920	1920	1920	1920	1920
Manufacturing Assembler	960	960	960	960	960
Welder	15360	15360	15360	15360	15360
Quality Assurance/Control Specialist	1920	1920	1920	1920	1920
CNC Programmer	2880	2880	2880	2880	2880
Manufacturing Production Controller	1920	1920	1920	1920	1920
Graphics Artist	960	960	960	960	960
Administrative Assistant	960	960	960	960	960
Totals	**51,840**	**51,840**	**51,840**	**51,840**	**51,840**

3. ODC's - Offerors are instructed to use the travel, and material, as specified below, to generate their cost proposals. If the contractor contemplates charging directly to this contract, any other direct costs besides the travel, and material defined herein, they must include an explanation and estimate of such costs in their proposal. This includes acquisition, lease, depreciation, usage charges, etc. of any Government Property, office equipment or Automated Data Processing Equipment.

ODC's	Base	Option 1	Option 2	Option 3	Option 4
Associates/Consultants (Not-to-exceed)*	$168,750.00	$168,750.00	$168,750.00	$168,750.00	$168,750.00
Travel (Not-to-exceed)*	$28,125.00	$28,125.00	$28,125.00	$28,125.00	$28,125.00
Materials/Supplies (Not-to-exceed)**	$6,400,552.50	$6,400,552.50	$6,400,552.50	$6,400,552.50	$6,400,552.50

*Inclusive of G&A, non-fee bearing
**Material Handling Fee acceptable

REALISM OF COST PROPOSALS

An Offeror's proposal is presumed to represent his best efforts to respond to the solicitation. Any inconsistency whether real or apparent, between promised performance and cost should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. Additionally, if a corporate policy has been made to absorb a portion of the estimated cost, that should be stated in the proposal and the contract will include a clause, which requires the Offeror to absorb that portion of costs, reflected in its cost proposal.

Any significant inconsistency if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required and of his financial ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to cost credibility rests with the Offeror.

SECTION M EVALUATION FACTORS FOR AWARD

Clauses Incorporated by Reference:

52.217-5 EVALUATION OF OPTIONS JUL 1990

IHD 211 - SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (MAR 2000) (NAVSEA/IHD)

I. The contract resulting from this solicitation will be awarded to that responsible Offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government price and other factors considered. The Government intends to award a single contract as a result of this solicitation. The Offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas. Proposals will be evaluated and rated against the factors listed below, in descending order of importance:

Technical Proposal
Past Performance
Cost/Price

In determining best overall value, the Government will first assess an Offeror on the basis of Technical proposal and then compare and rank Offerors on the basis of past performance. Then the Government will compare the tradeoffs between relative margins of technical ranking, performance and price. The offer who represents the best value will be the Offeror who represents the best tradeoff between technical excellence, superior performance and price.

A. TECHNICAL PROPOSAL – VOLUME I (In descending Order of Importance). The following technical factors shall be used to evaluate offers:

Factor 1: Experience
Factor 2: Facilities
Factor 3: Personnel
Factor 4: Testing
Factor 5: Quality Assurance
Factor 6: Documentation

An Offeror is required to submit a technical proposal as detailed in Section L under Clause IHD 195. Failure to do so will render an offer ineligible for award.

B. PAST PERFORMANCE – VOLUME II (Prime Only)

1. The Government will evaluate the quality of the Offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the Offeror's past performance will be used to evaluate the relative capability of the Offeror and their competitors to successfully meet the requirements of the RFP.

2. The Government will evaluate the quality of the Offeror's past performance. This may include any aspect of past performance that is related to this contract. A record of poor past performance may be considered an indication that the Offeror may be lacking in areas such as technical success, quality and customer satisfaction. In evaluating an Offeror's past performance, the Government will consider information contained in the Offeror's past performance references, information obtained from other sources, including past and present customers, subcontractors and any others who may have useful information, and other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating.

a. The subfactors listed below (which are equal in importance) will be used to evaluate past performance:

i. Customer Satisfaction. The Offeror's demonstrated commitment to maintaining an acceptable level of performance and customer satisfaction.

ii. Timeliness. The Offeror's demonstrated ability to meet contract schedules and delivery dates.

iii. Technical Success. The Offeror's demonstrated ability to understand and perform contract requirements.

iv. Program Management. The Offeror's ability to meet or exceed its subcontracting plans.

v. Quality. The Offeror's demonstrated ability to conform to contract specification requirements.

3. Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

Excellent - The Offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

Good - The Offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the Offeror again.

Poor - The Offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the Offeror again under any circumstances.

Neutral - Offerors lacking relevant past performance history will receive a neutral rating for past performance.

C. COST/PRICE – VOLUME III

Price/Cost will be evaluated for the base year and all option years. The price/cost proposal shall be evaluated to determine fairness, reasonableness, and compliance with the Wage Determination provided. In addition, proposed rates for each labor category covered by the Service Contract Act shall be evaluated for compliance with the minimum monetary wages and fringe benefits set forth in the Wage Determination. The realism of prices will be evaluated.

The Cost Realism evaluation will result in a determination of the most probable cost to the Government. This evaluation may include consideration of actual salaries being paid for similar work under other contracts, the Independent Government Estimate (IGE), Defense Contract Audit Agency audit information, and evaluation of compensation for professional employees. The labor hours, travel, and material/ODC amounts (plus any applicable burden) specified in Section L will be utilized for evaluation purposes. For evaluation proposes only, the evaluated cost is the higher of either (a) the sum of the Offeror's proposed total estimated cost and fee or (b) the Government's determination of the most probable total cost and fee.

Cost realism pertains to the Offeror's ability to project costs which are reasonable and which indicate that the Offeror understands the nature of the work to be performed. Any understatement or overstatement of costs, whether in labor hours, labor rates, overhead rates and other direct costs, may be considered a reflection of lack of understanding of the work required and may be considered in the technical analysis, which could reduce the capability analysis.

Cost is not the most important evaluation factor; it will not be ignored. Prospective Offerors are forewarned that a proposal meeting solicitation requirements with the lowest evaluated cost may not be selected if award to a higher evaluated cost Offeror is determined to be most advantageous to the Government.

METHODOLOGY

The Offerors' submission in response to Factors 1, 2, 3, 4, 5, and 6 shall be reviewed by the technical review team. Each factor shall be reviewed based on the merits of the information contained in the Offerors' submission. The technical review team will only examine technical material contained within Volume I. Each factor shall be reviewed and assigned a score for each of the following areas:

Factor 1 - Experience
Factor 2 – Facilities
Factor 3 - Personnel
Factor 4 – Testing
Factor 5 - Quality Assurance
Factor 6 – Documentation
Factor 7 - Past Performance
Factor 8 - Cost/Price

Once all evaluations are complete the corresponding scores shall be tabulated and placed in a chart as follows in this example:

Offeror	Factor 1, 2, 3, 4, 5 & 6 Score*	Past Performance Rating	**Cost/Price**
A	88	**Excellent**	$47M
B	93	Excellent	$48M
C	0**	Good	$43M
D	82	Excellent	$41M
E	93	Poor	$39M

* Not to exceed 100
** Offeror did not comply with RFP instructions, such as failing to submit a complete Volume I - was not evaluated

NOTE: Past Performance is equal in value to factors 1 through 6 combined.

Once this information is tabulated, Offerors will be compared making value and price tradeoffs and award will be made to the Offeror that represents the Best Value to the Government. If the Offeror with the highest scores also represents the lowest price then that Offeror is likely to be the Best Value. If an Offeror with higher scores has a higher price, then a determination must be made whether the difference in value is worth the higher price. In the example the Government would determine whether Offerors A, B, D, or E represent the best value. Offerors B and E have the highest Factor 1, 2, 3, 4, 5, and 6 score, but Offeror E has the lowest past performance. If it could be determined whether Offeror B's technical score represents a greater value than Offerors A and D's score, then Offeror B may be considered the best value, even though Offeror B has a higher cost. Offeror E, even though reflective of a high technical score would not be considered the best value based on the combination of scores received for the evaluation factors. Offeror C did not comply with the instructions as stated in the solicitation and therefore received a technical score of zero. As the technical evaluation is the most important factor the Government has determined that Offeror C does not represent the best value in regards to the evaluation factors.