

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-S10	PAGE OF PAGES 1 50	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER N00178-04-R-1025		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 13 May 2004	
7. ISSUED BY Contracting Officer, Naval Surface Warfare Center Dahlgren Division, 17320 Dahlgren Road, Dahlgren VA 22448 Attn: Code XDS110				8. ADDRESS OFFER TO (If other than Item 7)			

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

SOLICITATION

9. Sealed offers in original and See Sec L 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 183, Room 135 until 2:00pm local time 14 June 2004
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE 540	NUMBER 653-7478	EXT.

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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)

<input type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	<input type="checkbox"/> CALENDAR DAYS (%)
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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 NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
AREA CODE NUMBER EXT.			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: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

DDI-A1 SBIR PROGRAM DATA

SBIR Topic N96-268

Ddl-A20 NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

THE PURPOSE OF THIS NOTICE IS TO BRING MATTERS TO YOUR ATTENTION WHICH CAN AFFECT PAYMENT OF YOUR INVOICES.

CCR Annual Renewal

You must ANNUALLY confirm your registration in the Central Contractor Registration (CCR) database or the Defense Finance and Accounting Service (DFAS) may not process your invoice. You may obtain more information on this annual renewal confirmation process by calling 1-888-227-2423 or via the internet at <http://www.ccr.gov/>

EFTS

Electronic Funds Transfer (EFT) payments are based on the EFT information contained in the CCR database. It is critical that you ensure that your EFT information in the CCR database remains current and correct.

INVOICES

Invoices must be prepared as prescribed by this contract/order or they may be rejected by the paying office. This contract/order incorporates one or more of the following clauses regarding preparation and submission of invoices:

FAR 52.212-4

FAR 52.213-2

FAR 52.232-25

Please insure that invoices are prepared and submitted in accordance with these clauses and the following additional information:

INVOICE PREPARATION – PLEASE ENSURE THAT YOUR INVOICE CLEARLY REFLECTS:

- (1) INVOICE NUMBER,
- (2) DATE OF INVOICE,
- (3) COMPANY NAME AND REMIT TO ADDRESS (COMPANY NAME ON THE INVOICE MUST MATCH THE COMPANY NAME ON THE CONTRACT/ORDER),
- (4) CONTRACT/ORDER NUMBER, AND
- (5) INVOICE AMOUNT.

INVOICE SUBMISSION – If a “SUBMIT TO” address is designated in one of the clauses listed above, submit the original invoice to that address and submit one copy to the address shown below. If there is no address designated in any of the clauses listed above, submit the original and three copies of each invoice to the DFAS address shown in Section G. In addition, submit one copy of each invoice to the contract specialist at the issuing office address shown on the face of the document.

REGISTER FOR INVOICE STATUS

You can register at the following web site to monitor the status of your invoices. This is the vendor pay inquiry system-MOCAS user registration. <http://vendorpay.dfas.mil/newuser>

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SBIR Phase III Research and Development CPFF The contractor shall provide support for implementation and use of XLR (eXtended Long Range) gun design in accordance with the Statement of Work in Section C. FOB: Destination		Lot		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	
0002	Data Deliverables Data in accordance with DD Form 1423 (Contract Data Requirements List) FOB: Destination				Not Separately Priced

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

- (a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.
- (b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

Ddl-C12 SBIR SUCCESS STORY SUBMISSION

Within 90 days after contract award, the Contractor shall submit an SBIR Success Story to the Navy SBIR/STTR website: <http://www.navysbir.brtrc.com/>, click on "Submission", click on "Submit a Success Story", click on "Phase III Success Story", follow the directions. The information in the "success story" should be NON-PROPRIETARY and should describe the transition of R&D from your firm into specific applications for the DoD, government, and/or private sector. The only requirement is that the success story is attributable to the NAVY SBIR Program (alone or in combination with other any research projects, including other agency SBIR/STTR funding). The text of any "success story" must be submitted to the COR/TPOC for review and approval by the COR/TPOC and the NSWCDD Public Affairs Office prior to submission to the website.

Information to be included in the "success story" includes a description of the product or service developed, the specific DoD and/or private sector application(s) and the dollar amount these awards/applications have brought to your firm; a description of the specific benefit(s) to the DoD, include statistical data, specific DoD programs that have benefited, any cost savings to DoD, and improved capability; and the impact that the SBIR/STTR program has had on your firm.

Ddl-C21 COPYRIGHT OF COMPUTER SOFTWARE

The contractor shall: (1) apply for copyright registration of the computer program code developed by the contractor, (2) place the copyright notice on the screen, in addition to the diskettes and manuals produced, and (3) place, next to the copyright notice, the additional phrase: "The U. S. Government has rights as specified in contract N00178-04-C-1025"

Ddl-C40 INFORMATION SYSTEMS (IS) SECURITY AND ACCREDITATION

Contractor Provision of IS Resources

Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. IS resources include, but are not limited to, computers, software, networks, and addresses.

Contractor Use of NSWCDD IS Resources

In the event that the contractor is required to have access to NSWCDD IS resources, the login name (common id) and associated information shall be registered with the NSWCDD site issuing authority.

If this contract requires that the contractor be granted access and use of NSWCDD IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the IS Security Office. The accreditation shall include COR certification that the use and access is required by this contract.

Connections Between NSWCDD and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection between any facilities and/or ISs owned or operated by the contractor, such interconnection shall take place only after approval from the NSWCDD IS Security Office. All such connections as well as the ISs connected thereto will be accredited (operated at an acceptable risk) by the appropriate NSWCDD Designated Approving Authority (DAA) and comply with the

requirements of DODDIR 5200.28 regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCDD firewall.

Accreditation of Contractor-owned ISs

The Government reserves the right to have all contractor owned ISs used in the performance of this contract accredited by the cognizant DAA.

Use of Contractor Personnel to Perform IS Security Tasking

General – Personnel performing IS security related tasking must have successfully completed training and demonstrate proficiency in the following areas: Information System Security Awareness, Security Domains, Incident Handling, and Auditing Concepts.

Architecture Specific – Personnel assigned to perform IS security related tasking for a specific area must be trained and demonstrate proficiency in that area. Typical examples include, but are not limited to: networking, processing classified information, Internet Protocols, Unix, Novell, and Microsoft operating systems.

Replacement or New IS Security Personnel - The contractor shall provide evidence that new and replacement IS personnel, unless they are Key Personnel, meet the above requirements and forward such information to the COR for review and approval by the Information Systems Security Office. Failure to meet the requirements herein may result in rejection of the person or persons. Replacement of IS personnel designated as Key Personnel will be in accordance with the Key Personnel provision contained herein.

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.

HQ C-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-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

ADVANCED MODULAR GUN DEMONSTRATOR

STATEMENT OF WORK

C.1.0 SCOPE

This contract will provide support for implementation and use of XLR (eXtended Long Range) gun design developed under SBIR N96-268. This contract covers the Phase III effort that defines the follow on work required for the design, development, engineering, fabrication, and testing of gun components, projectiles and propellant for the *Advanced Modular Gun Demonstrator* (AMGD) program. This contract includes the associated program management, engineering, manufacturing, testing, and logistic support planning requirements. The contract is principally for the support of ONR and PMS 529 technology efforts, yet may be used by other government agencies.

C.1.1 Background

The AMGD program is a Navy program to develop a test gun based on the XLR gun design developed under SBIR N96-268. XLR is a modular high-energy, high velocity test gun incorporating multiple chambers and a segmented barrel. The SBIR design effort examined alternate approaches to loading, chamber sealing, chamber/barrel connection, and recoil. The key innovation of XLR is a removable, large volume chamber that incorporates a chambrage sealing cartridge. The chambrage sealing cartridge was evaluated in a sub-scale Proof-of-Concept test and the removable chamber will be evaluated in a prototype demonstration test in a relevant gun environment.

C.1.2 Objective

The AMGD program is intended to provide a technology transition test bed for future gun and projectile innovations. The goal is to provide a versatile, gun test platform for the U.S. military to further explore advanced gun technology in the areas of materials, ballistics and projectiles and wear and erosion.

C.2.0 SYSTEMS ENGINEERING

C.2.1 Configuration Management

The contractor shall utilize its internal practices to develop and maintain design release, design control and revision management for all solid models, released drawings and associated lists. All drawings shall be completed in accordance with ASME Y14.5 and related standards.

C.2.2 Interface Control Documentation

Specific documentation shall be developed and maintained to document all external interfaces in accordance with industry standard practices

C.2.3 Quality Engineering

The contractor shall utilize its existing internal practices to ensure quality in the design approach, incoming material, internal processes, delivered products, and product support.

C.3.0 TECHNICAL TASKS

C.3.1 Convert XLR Design from 5" to 155mm

The contractor shall convert the XLR gun design from the current 5" to 155mm. With input from NSWCCD, the contractor shall generate the performance requirements for the 155mm system (range of muzzle velocity, G's, projectile weights, energy range, etc.). From these performance requirements, the interior ballistics shall be calculated and the design specifications obtained. The contractor shall also determine recoil/counter recoil forces, size the pressure vessel (PV) components, perform preliminary strength analysis on PV components, determine configuration of 155mm system. The contractor shall design a transportable test stand for a 155mm/200-cal. gun that can elevate from 0 to 85 degrees. A recoil system sufficient to withstand the forces calculated shall be designed to meet standards of fatigue and wear ensuring suitable test asset life. The 155mm XLR design shall incorporate a automated chamber handling and ammunition loading system. The chamber handling system should be designed to handle the largest volume chamber (determined by interior ballistics). The contractor shall create a consumable case

propelling charge to meet the performance specifications to be used throughout the life of the 5" and 155mm all-up AMGD as a Navy test asset. NSWCDD shall provide technical/engineering assistance in the development of 155mm system to ensure that DoD requirements for performance and safety are met. NSWCIIHD shall provide the contractor with Navy propellant information and shall provide technical/engineering support in the field of interior ballistics and propelling charge design and development. Any interior ballistic calculations performed by the contractor in-house will be used for screening and initial design purposes only. Interior ballistics calculations performed by NSWCIIHD shall be used for propelling charge design and final configuration, as well as for gun test support, which includes both test configuration and on-site support. The contractor shall create the 155mm design in Pro/ENGINEER.

C.3.1.1 GFM/GFI/GFE/GFP

- NSWCIIHD shall provide the contractor with government furnished information on Navy propellant (e.g., type, grain size, web size, impetus, burn rate, etc.) to support interior ballistic calculations.

C.3.1.2 Deliverables

Deliverables for this task shall include:

- 155mm AMGD Technical Report
- ProE Models of 155mm Test Gun
- ProE Models of Test Stand
- ProE Models of Combustible Cartridge Case
- Monthly Status Reports

C.3.2 Barrel Joint Test

The contractor shall validate the first barrel joint (joint closest to chamber) in the XLR design. The hardware used for the Dynamic Setback Test Fixture (5") shall be used for this test unless they are damaged and/or deemed unsafe or faulty in design by Test Engineer, NSWCDD TPOC or contractor Program Manager as a result of the Dynamic Setback Test. Either the 8" high mount or a dedicated test stand with recoil mechanism will be used for the Barrel Joint Test (final decision on which stand to use lies solely with NSWCDD TPOC). Both require design and fabrication work to be performed by NSWCDD personnel (see below). The contractor shall develop and fabricate the other necessary hardware (e.g., bolt tensioner device, barrel segment collars, joint seals, joint bolts, stub barrel and chambrage sealing cartridges) to conduct this test. The barrel joint test will fire projectiles and shall include test shots using a full-charge and combustible cartridge case (CCC). The planned number of test shots is 50.

NSWCDD is to provide/perform the following:

- Test stand (one of the following)
 1. 8" high mount and Barrel handling/alignment system.
 2. Dedicated test stand w/ recoil mechanism and chamber handling system.
- Create the required Standard Operating Procedures.
- Perform noise assessments to satisfy test range environmental requirements.
- Provide the barrel segment by modifying existing Navy assets per AOT's drawings and specifications.
- Interface with AOT and NSWCIIH in the development of the combustible cartridge case, ignition components and firing mechanism.
- Test Facility
- Test support personnel and equipment (i.e., Gun crew, Instrumentation techs, Firing officers, Range control, etc.)

NSWCIIHD is to provide/perform the following:

- Engineering support related to interior ballistic calculation prior to and during testing and propelling charge design, development and validation (including the Combustible Cartridge Case).
- Supply materials for propellant, igniter and initiator. (formulations to be determined)
- Create required Standard Operating Procedures related to the propelling charges.

C.3.2.1 GFM/GFI/GFE/GFP

The government shall provide the following items:

- Test Stand
- Barrel segment (GFM), (modified 5"/54 MK19 barrel, bored to 5.1"ID, smooth bore)
- Propellant (formulation to be determined)(GFM)
- Ignitor energetics (formulation to be determined) (GFM)
- Initiator energetics (formulation to be determined) (GFM)
- 8" high-mount (GFP)(if required)
- Test facility and data acquisition (GFP)
- Storage facility (GFP)
- 100KSI pressure transducers (GFE)
- Projectiles (GFM), (Interior ballistic simulators with obturator)

C.3.2.2 Deliverables (contractor)

Deliverables for this task shall include:

- Full Charge Design including Combustible Cartridge Case Technical Report
- Test Plan for Barrel Joint Test
- Barrel Joint Test Results Technical Report
- Joint Seal Design Technical Report
- Hardware – Bolt Tensioner Device
- Hardware – barrel segment collars
- Hardware – Joint Seal components (as require to complete Barrel Joint Test)
- Hardware – Joint Bolts
- Hardware - Stub Barrel
- Hardware – Combustible Cartridge Cases (consumable) (as require to complete Barrel Joint Test)
- Hardware - Chambrage Sealing Cartridges (consumable) (as require to complete Barrel Joint Test)
- Assembly procedure for the Joint Seal test fixture.
- Manufacturing Drawings for Hardware Used in Test
- Gun Operation SOP

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

Ddl-D20 MARKING OF CONTRACTOR REPORTS (CAAS)

The Contractor shall prominently display on the cover of the final report the following information:

- (a) Name and business address of contractor. [*]
- (b) Contract and delivery order number. [*]
- (c) Contract or order dollar amount. [*]
- (d) Whether or not the contract was competitively awarded. [*]
- (e) Contracting Officer Representative (COR) name, code and activity. [*]

[* to be specified at contract award]

HQ D-1-0001 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.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
252.246-7000	Material Inspection And Receiving Report	MAR 2003

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	POP 01-OCT-2004 TO 30-SEP-2009	Lot	1.00	Dest.	N00178 NAVAL SURFACE WARFARE CENTER, DAHLGREN SARWAT CHAPPELL/G34 17320 DAHLGREN ROAD DAHLGREN VA 22448-5100
0002	Same as CLIN 0001	Lot	1.00		Same as CLIN 0001

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

Ddl-F20 RECEIVING HOURS OF OPERATION

All deliveries to the Receiving Officer, Dahlgren Division, Naval Surface Warfare Center, Dahlgren, VA shall be made Monday through Friday from 7:00 a.m. to 2:30 p.m., local time. Deliveries will not be accepted after 2:30 p.m. No deliveries will be made on government holidays.

Ddl-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.242-7000 Postaward Conference DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The payment office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice. ACRNs are cited by the contractor on each invoice in accordance with clause 5252.232-9000, 5252.232-9001, or 5252.232-9003, as appropriate.

Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

[] **Procuring Contracting Officer (PCO):**

(a) Contact Information:

NAME/CODE: G. R. Vaughan, XDS105
 ADDRESS: Naval Surface Warfare Center, Dahlgren Division
 17320 Dahlgren Road
 Dahlgren, Virginia 22448-5100
 PHONE: (540) 653-7478
 FAX: (540) 653-7088
 EMAIL: vaughangr@nswc.navy.mil

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this contract or orders issued thereunder and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

[] **Contract Specialist:**

(a) Contact Information:

NAME/CODE: Charles E. Thompson, Jr., XDS110
 ADDRESS: Naval Surface Warfare Center, Dahlgren Division
 17320 Dahlgren Road
 Dahlgren, Virginia 22448-5100
 PHONE: (540) 653-7478

FAX: (540) 653-7088
 EMAIL: thompsonce@nswc.navy.mil

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

[] Administrative Contracting Officer (ACO)

(a) Contact Information:

NAME/CODE: Eleanor E. Johnson
 ADDRESS: DCMA Maryland
 217 Redwood Street, Suite 1800
 Baltimore, MD 21202
 PHONE: (410)962-9605
 EMAIL: Eleanor.E.Johnson@dcma.mil

(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

[] Contracting Officer's Representative (COR):

(a) Contact Information:

NAME/CODE: Sarwat K. Chappell, G34
 ADDRESS: Naval Surface Warfare Center, Dahlgren Division
 17320 Dahlgren Road
 Dahlgren, Virginia 22448-5100
 PHONE: (540) 653-6732
 EMAIL: chappellsk@nswc.navy.mil

(b) The COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this contract.

[] Paying Office

(a) Name: DFAS-Columbus Center
 Address: DFAS-CO/South Entitlement Operations
 P.O. Box 182264
 Columbus, OH 43218-2264
 Phone: 1-800-756-4571 FAX: (614)-693-6350

(b) The Paying Office makes all payments under the contract.

(c) (DFAS Charleston only) For the status of invoices and for payments of all types of commercial orders, contact DFAS Charleston Operation, Customer Service, Charleston, S.C. on (800) 755-3642 or (843) 746-6211. The office is open from 8:00 AM to 4:00 PM local time.

Ddl-G12 POST-AWARD CONFERENCE

(a) A Post-Award Conference with the successful offeror will be conducted within 30 days after award of the contract. The conference will be held at the address below:

Location/Address: Naval Surface Warfare Center, Dahlgren Division
17320 Dahlgren Road
Dahlgren, VA 22448-5100

(b) The contractor will be given five working days notice prior to the date of the conference by the Contracting Officer.

(c) The requirement for a post-award conference shall in no event constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel Costs (Including Foreign Travel)

(1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellation under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience, daily travel to and from work at the contractor's facility (i.e., designated work site) or to and from NSWCDD when NSWCDD is the designated work site.

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the COR. Attendance at workshops or symposiums is considered training for purposes of this clause.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

Ddl-G41 PAYMENT OF FIXED FEE (COST PLUS FIXED FEE)

(a) Subject to the withholding provisions of this clause, and any other adjustments required by other contract clauses, the fixed fee shall be paid in installments.

(b) The amount of each fee installment shall be billed at [*]% of allowable costs. This percentage reflects the ratio of total contract fixed fee to total contract estimated cost.

(c) In accordance with FAR 52.216-8 FIXED FEE in Section I of this contract, the Contracting Officer has established a withholding of 15% of funded fixed fee, not to exceed \$100,000. The contractor's provisional payment vouchers may invoice fee at the percentage cited in paragraph (b) above, up to 85% of the funded fixed fee.

[*] -- to be specified at contract award]

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 four copies, to the contract auditor at the following address:

Columbia Branch Office
One Mall North, Suite 200
10025 Governor Warfield Parkway
Columbia, MD 21044

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 Contract Specialist and the COR. 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.
 is required only with the final invoice.
 _____ is not required.
- (f) A Certificate of Performance
 _____ 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.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

Ddl-H10 EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED

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

Ddl-H11 CHANGES IN KEY PERSONNEL

(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) The contractor agrees that during the first [] days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions 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 fifteen (15) days, or thirty (30) 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;
- (3) The hourly rates of the incumbent and the proposed substitute; and
- (4) 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.

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

Ddl-H40 FUNDING PROFILE

It is estimated that these incremental funds will provide for [*] The following details funding to date:

Total	Funds This	Previous	Funds	Balance
Contract	Action	Funding	Available	Unfunded
CPFF				

[]

* if LOE enter the number of hours; if completion or supply enter items and quantities.

Ddl-H43 REQUIRED INSURANCE

(a) The following types of insurance are required in accordance with the clause entitled "INSURANCE - LIABILITY TO THIRD PERSONS" and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$100,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(b) The policies for such insurance shall contain an endorsement that cancellation or material change in the policies, adversely affecting the interest of the Government in such insurance, shall not be effective unless the Contracting Officer approves such cancellation or change. When the coverage is provided by self-insurance, prior approval of the Administrative Contracting Officer is required for any change or decrease in coverage.

Ddl-H50 NOTICE OF INCORPORATION OF SECTION K

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors) will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 53,931 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

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

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

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

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

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

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

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

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

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

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the

right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

SEA 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:

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>ALLOTTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
	\$	\$	

(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.

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder shall be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

SEA 5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

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

HQ B-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.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	JAN 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2004
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-11	Patent Rights—Retention By The Contractor (Short Form)	JUN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984

52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-5 Dev	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation	JUN 2003
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7003	Item Identification and Valuation	JAN 2004
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://farsite.hill.af.mil>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

Ddl-J10 LIST OF ATTACHMENTS

Attachment J.1 – Contract Data Requirements List, DD1423

Attachment J.2 – Contract Security Classification Specification, DD254

Attachment J.3 – Contracting Officer's Representative Appointment Letter

Ddl-J20 VALUE ENGINEERING GUIDE

Navy Value Engineering Guide for Contractors

1. Introduction.

The Navy has revitalized its Value Engineering (VE) program based on direction from the highest levels within the Department. This renewed VE effort is evident in the annual VE savings goals and training requirements already promulgated throughout the Navy Contracting System. To monitor and enhance the effectiveness of this initiative, the achievement of VE objectives has been incorporated, where appropriate, into Navy personnel performance appraisals. The policy of realizing maximum VE application in Navy contracts is being implemented and carefully reviewed throughout all levels of the Department of the Navy. However, to ensure this program's success, the active support, cooperation, and participation of the contractor community is required. We strongly invite your interest and involvement in the VE program, and believe that the mutual benefits realized thereby will be readily apparent in the following overview of VE methodology and procedures.

2. Definitions, Policy and Procedures.

a. VE is a process of systematically analyzing functional requirements to achieve the essential functions in the most cost effective manner consistent with requisite performance, reliability/maintainability, and safety standards. It shares the same basic objectives and philosophy as other value improvement terms such as Value Analysis, Value Control, Value Management, etc. As a management discipline, VE has been successfully applied across the entire spectrum of the acquisition and support process. Its application is not and should not be limited by the term "engineering" to hardware design and production. VE is a fundamental approach which challenges even basic premises (including the need for the product's existence) in light of viable substitutes. Because of this perspective, VE may be applied to systems, equipment, facilities, procedures, methods, software and supplies. VE's application in these various areas has resulted in more suitable products, cost savings and increased profits to the contractors.

b. Contractors participate in the Navy VE program by two (2) means:

(1) Voluntarily suggest methods for performing more economically and share in any resulting savings. Known as the "incentive" approach.

(2) Comply with contract clauses which require a specific program be established to identify and submit to the Government methods for performing more economically. This requirement is incorporated as a separate priced line item of the contract and must meet minimum requirements of MIL-STD-1771. Known as the "Program Requirement" or "Mandatory" approach.

c. Basic policies for the VE program are set forth in FAR 48.102. Key features include:

(1) Agencies shall provide contractors a substantial financial incentive to develop and submit VECP's.

(2) Agencies shall provide contractors objective and expeditious processing of VECP's.

(3) Agencies shall encourage subcontractors to submit VECP's by requiring the prime to incorporate VE clauses in appropriate subcontracts.

(4) VE incentive payments do not constitute profit or fee within the limitation imposed by 10 U.S.C. 2036(d) and 41 U.S.C. 254(b).

d. VECP's can significantly increase profit. Contractors may share up to 55% of net savings, 50% of royalties and 20% of annual collateral savings when their cost reduction idea are adopted.

e. VE program output can be considerably improved through the formal training of the personnel involved. Such training is available on-site from private VE consultants and varies from straight classroom instruction to actual "hands-on" in-house VE projects guided by the instructor. This type of training may be tailored to the company's needs. The Government has two VE courses available. The "Contractual Aspects of VE" (CAVE), taught by the United States Air Force Institute of Technology School of Systems and Logistics at Wright Patterson Air Force Base; and the "Principles and Applications of VE" (PAVE), taught by the Army Management Engineering Training Activity at Rock Island. Both the CAVE and PAVE courses are open to Government contractor personnel on a space available basis and attendance is encouraged.

3. VE Methodology.

It is unnecessary for contractors to "reinvent the wheel" by making large investments of time/energy/money to develop formal VE analysis techniques. A formal methodology consisting of seven (7) distinct elements has already been developed, tested and proven in extended use over the years. This methodology (as shown in the DOD Manufacturing Management Handbook for Program Managers) may be applied from the component level up to and including entire systems. In specific cases, some elements may be considered "givens" and rigidly following the elements in sequence may not be necessary. These seven (7) elements are :

(1) VE Project Selection - The choice of system, service, hardware, component, requirement, etc., for VE application.

(2) Determination of Function - Analysis and definition of the function of the selected VE project to answer the question. "What does it do?" The function itself may be questioned (i.e., is it necessary?).

(3) Information Gathering - Collection and assembly of all necessary information concerning the VE item selected. Allows the VE personnel to become intimately familiar with the item while answering the questions, "What does it cost?" and "What is this function worth?"

(4) Development of Alternatives - Perhaps the most important element of the seven. Where an alternative is being sought, the use of free imagination, tempered with experience, will develop the best ideas. In initial "brainstorming" sessions, all ideas, even the wildest, should be duly recorded and considered. Don't constrain yourself to a conservative approach at this time. This element will provide an answer to the question, "What else can perform this function?"

(5) Analysis of Alternatives - Through this analysis, it is possible to "weed out" those ideas which appear technically or financially unfeasible. This analysis permits the selection of an alternative(s) for further feasibility testing based on the resulting cost estimates. This element answers the question, "What is the cost of the alternative(s)?"

(6) Feasibility Testing and Function Verification - Determines that the selected alternative(s) can perform the required function and are technically feasible. A variable alternative must provide the essential functional

performance and be capable of being implemented. This element provides answers to the questions, "Are the alternatives technically feasible?" and "Does the alternative provide the essential function?".

(7) Preparation and Submission of Proposals - The final section, documentation and formal VECP preparation of the alternative. The VECP must be prepared and submitted in accordance with the requirements of the contract.

Additional detailed guidance in utilizing formal VE methodology may be found in DOD Handbook 5010.8-H "Value Engineering" as well as in courses called out in paragraph 2e above.

4. Sharing Mechanisms.

VE shall be implemented in Navy contracts by clauses identifying either the "incentive" or "mandatory" methods discussed in paragraph 2b above. The following table summarizes possible sharing arrangements under the different methods and by type of contract.

GOVERNMENT/CONTRACTOR SHARES OF NET ACQUISITION SAVINGS (figures in percent)

Sharing Agreement

Incentive (Voluntary)	Program Requirement (Mandatory)			
	Instant contract rate	Concurrent and future rate	Instant contract rate	Concurrent and future rate
Fixed-price (other than incentive)	50/50	50/50	75/25	75/25
Incentive (fixed-price or cost)	*	50/50	*	75/25
Cost-reimbursement (other than incentive)	75/25	75/25	85/15	85/15

*Same sharing arrangements as the contract's profit or fee adjustment formula.

**Includes cost-plus-award-fee contracts.

A contractor may be entitled to share in VE savings in two (2) different ways. The first results from savings on the acquisition of the product. Acquisition savings may accrue on your current contract, on other concurrent contracts where the VECP savings applies and on future contracts which incorporate the VECP. The other type of savings is collateral savings. Collateral savings are those in any other area such as logistics support, operations or other ownership savings which accrue to the Government as a result of accepting a VECP. The contractor is entitled to share in both acquisition savings and collateral savings. The extent of the sharing and types of savings shared are to be negotiated on a case-by-case basis depending on the nature of the VECP and subject to the sharing limits of the above table.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (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 United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the 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.

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

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 paragraph (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.

(End of provision)

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)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

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

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

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the

Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

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

(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 to the Equal Opportunity clause of this solicitation;
- (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.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (FEB 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) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

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)

(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:

___ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) 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.

(End of provision)

Ddl-K20 AUTHORIZED NEGOTIATORS

The offeror shall provide the name and telephone number of personnel authorized to negotiate on behalf of the offeror:

In addition, the offeror shall provide a facsimile number and an email address to which correspondence and documents may be forwarded to the offeror, both prior to contract award and following contract award:

Facsimile: _____

Email: _____

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be 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.

(End of provision)

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 Code XDS105, Naval Surface Warfare Center, Dahlgren Division, 17320 Dahlgren Road, Dahlgren, VA, 22448-5100.

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

(End of provision)

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):

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any DFARS (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Ddl-L10 PROPOSAL PREPARATION REQUIREMENTS

Offerors are required to prepare their proposals in accordance with the following organization, content and format.

(a) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF 33 - RFP)

(1) This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical/management and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete the fill-ins in Section(s) [], complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1. This document shall not be embellished with any covers or binding.

(2) Offerors are encouraged not to take exceptions to this solicitation, however, any exceptions taken to the specifications, or terms and conditions of this solicitation shall be identified in a cover letter and explained in detail in the appropriate section of the technical proposal.

(b) TECHNICAL PROPOSAL

(1) The technical proposal shall not contain any reference to cost and shall be prepared in accordance with the following guidelines and the TECHNICAL PROPOSAL specific requirements below.

(2) The technical proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation. The technical proposal shall not exceed [] pages in its discussion of management, technical, corporate experience, personnel and facilities, except that additional pages will be allowed for resumes and matrices.

(3) Statements such as "the offeror understands", "will comply with the statement of work," "standard procedures will be employed", "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

(4) Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings, or expensive visual and other presentation aids are neither necessary nor desired.

(5) In the event any portion of the technical proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, a certificate to this effect shall be furnished. It must be signed by a

responsible officer of the offeror and shall show the author's name, employment capacity, the name of the person's firm, the relationship of that firm to the offeror's, and the portion of the technical proposal he/she wrote.

(6) Technical information previously submitted, if any, may not be considered by the Government; hence, any such information should not be relied upon or incorporated in the technical proposal by reference.

(c) COST OR PRICE PROPOSAL

The cost proposal shall provide full supporting detail for the prices listed in Section B of the proposal and shall be prepared in accordance with the COST PROPOSAL specific requirements listed below.

(d) MARKING OF PROPOSALS

Proposals shall be submitted as separate volumes, as follows:

	Original	Copies
Volume I, Solicitation, Offer and Award (SF 33)	1	1
Volume II, Technical Proposal	1	1
Volume III, Cost or Price Proposal	1	1

The original of each volume shall be clearly identified as the "ORIGINAL" and bear original signatures. The copies shall be complete and clearly identified as "COPY."

Ddl-L26 TECHNICAL PROPOSAL – SPECIFIC REQUIREMENTS – PERSONNEL, PAST PERFORMANCE, AND MANDATORY REQUIREMENTS

The offeror's written technical proposal should address the Personnel factor, Past Performance, and Mandatory Requirements as follows:

(a) Personnel

(1) Personnel Staffing and Retention Plan - The Personnel Staffing and Retention Plan subfactor addresses the offeror's plan to provide all the key and non-key personnel (including administrative support). The offeror shall present its manpower loading proposal which will align its workforce (all personnel) with the specific contract requirements as expressed in the Statement of Work. Offerors shall describe their overall personnel management program to include personnel recruitment, retention, and training. Of particular interest is the offeror's ability to identify and hire individuals with hard-to-find skills in a timely manner. Also of specific interest are the offeror's policies and practices to encourage longevity with the firm and the offeror's approach toward staff development in areas which would be of direct technical benefit to this contract. Also, the extent of corporate investment in staff development shall be addressed. In addition, this proposal shall, at a minimum address the following elements:

(i) The proposal shall demonstrate a realistic approach to staffing to full capacity for each year of the proposed contract. This includes: presenting a staffing and retention plan for which resumes are requested, coupled with a staffing and retention plan that demonstrates accommodating for the anticipated contract growth over the five year period of performance, explaining how the proposed personnel are applied to the contract work and why the qualifications of these particular personnel are a good fit with the contract requirements, discussing how personnel will be prepared and made ready to perform, explaining the steps and practices the potential offeror uses to recruit and retain highly qualified personnel, and identifying the time it takes to staff to full capacity given a short lead time to do so.

(ii) The potential offeror shall discuss how its proposed personnel management practices have been successful in the past and how they are relevant to this requirement.

(2) Key Personnel Resumes - The minimum number of resumes to be submitted for each Key Person contract labor category is shown in the following table. The number of resumes specified is based on the assumption that each individual will be available on a full-time basis. If this is not the case, and a proposed Key Person will be available only on a part-time basis, additional resume(s) are required to equal the equivalent of a full-time person. To facilitate evaluation, the volume containing resumes shall be page numbered and there shall be a Table of Contents showing the page location of each resume. Resumes shall be alphabetical by contract labor category.

<u>KEY LABOR CATEGORY</u>	<u>RESUMES</u>
[list labor categories]	[# of resumes]
Total Resumes	[# of resumes]

(i) In order to facilitate proposal evaluation, all resumes shall be provided in the following format. The cutoff for experience claimed shall be the closing date of the solicitation. Each resume shall be no more than 3 pages in length.

(A) Name

(B) Contract labor category / Contractor labor category

(C) Hours to be allocated to this effort

(D) Security Clearance Level

(E) Note whether individual is Key on another requirement and provide explanation as to how both requirements will be satisfied.

(F) Current work location and planned work location upon award of this contract. If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.

(G) Experience Summary - Show the number of years of experience. Also show dates as shown below:

6 years, 4 mos. 10/91 - 2/98

(H) Education

(1) Degree(s); Date(s); Institution; Major/Minor

(2) If non-degreed, if the degree is in an unrelated field, or if formal training falls short of a degree, the Government may evaluate additional specific experience/education substituted in lieu of the degree qualification. Such work experience(s) shall be described at the level of detail discussed in subparagraph (I) below or it may not be evaluated. Experience cited in this manner may not also be credited toward fulfillment of labor category desired requirements. Specific classes submitted for consideration shall be identified together with applicable training institution and completion date.

(I) Work experience(s)

(1) Employer: Dates (month/year); Title(s) held

(2) Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with contract requirements. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed.

(3) All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail proscribed by (a) and (b) above. Military experience not documented in this manner may not be considered.

(4) If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.

(5) Gaps in experience shall be avoided to avoid confusion.

(J) A certification of correctness of information signed and dated by both the person named and the offeror. The employee certification shall include the following statement: CERTIFICATION: "I certify that the education and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCCD Solicitation N00178-04-R-1025 by _____ (insert Company name) and intend to make myself available to work under any resultant contract to the extent proposed."

Employee Signature and Date

Offeror Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee and offeror certifications shall not be dated earlier than the issue date of this solicitation.

(ii) If the employee is not a current employee of the offeror (or a proposed subcontractor), a copy of the accepted offer letter shall be provided. An additional copy of this letter shall be provided in the Cost Proposal which identifies a projected start date and the agreed to annual salary.

(iii) Subcontracting/Teaming/Consulting Agreements – A copy of any subcontracting/teaming/consulting arrangements proposed to fulfill any direct charged part of the contract shall be provided. It shall be signed by both the offeror and the proposed subcontractor/team member/consultant and shall show agreement as to the specific technical work areas to be subcontracted, the projected labor categories (Key and Non-Key) to be provided, and the level of effort to be provided. It shall be fully consistent with other portions of the proposal to include resumes submitted and the Cost Proposal. Agreements shall be submitted only for those subcontractors or consultants who are priced in the Cost Proposal.

(b) Past Performance

(1) The proposal shall contain information concerning the offeror's experience in performance of contracts for similar services of the variety and magnitude set forth in the RFP. This information should include data as to the scope of work required under such contracts, the term of those contracts, number and types of personnel furnished, the contracting agencies/offices that awarded the contracts, applicable contract numbers, and any other applicable information. Information regarding past performance may be obtained from several sources, as indicated below.

(2) Past Performance Reference List

(i) All offerors shall prepare and submit a Past Performance Reference List as part of the written Technical Proposal. The Past Performance Reference List shall contain the following information for each relevant contract completed within the last three years and those currently in progress:

- (A) Contract Number
- (B) Contract Amount/Value
- (C) Description of Work Performed to include approximate number of direct man-years per year provided.
- (D) Identification of the Statement of Work functional area(s) (e.g. C.xx -- XXXXX) for which the referenced contract demonstrates past performance.
- (E) Note if performed as a prime or subcontractor
- (F) Name, title, address, and phone number of person to whom the questionnaire was mailed.
- (G) Name, address and phone number of the Contracting Officer and of the COR
- (H) Date the questionnaire was mailed and a list of all recipients of the questionnaire..

(ii) If submitting a proposal for subject acquisition as a prime contractor, the offeror is encouraged to include Past Performance reference(s) where they performed as a prime contractor. If subcontractors are proposed for subject acquisition, the offeror is encouraged to include Past Performance reference(s) where they, as the prime contractor, subcontracted a portion of the effort. Further, if subcontractors are proposed for this requirement, past performance references may be cited for current and previous customers of the proposed subcontractors.

(3) Contract Listed in CPARS. The Government intends to review Contractor Performance Assessment Reporting System (CPARS) data and other existing past performance rating on relevant contracts.

(4) Contracts Not Listed in CPARS – Past Performance Questionnaire

(i) The offeror is responsible for the distribution of all Past Performance Questionnaires (Attachment J.xx). Questionnaires should be distributed not later than 7 days after receipt of the solicitation. It is in the offeror's best interest to do a thorough and prompt job of distributing the Past Performance Questionnaires.

(ii) The offeror shall send a copy of the questionnaire directly to the COR for all relevant contracts completed in the last three years and contracts currently in progress. The offeror shall request the recipients of the questionnaire to complete the document and forward it to the Government Contracting Officer at the following address:

Contracting Officer
 Naval Surface Warfare Center, Dahlgren Division
 Attn: Code XDS105
 17320 Dahlgren Road
 Dahlgren, VA 22448-5100

(iii) The Navy will attempt to contact those offices which do not respond to the questionnaire based upon the information in the Past Performance Reference List.

(5) All offerors may provide any other information regarding their past performance of contracts similar to the Government's requirement that they would like the Government to consider. Such information may be in the nature of:

(i) Additional information which the Government has readily available, for example, a synopsis of data in the CPARS system;

(ii) Information which the offeror considers essential to the Government's evaluation of Section M factors and/or subfactors; or

(iii) Explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence.

(6) For offerors that are large businesses, the offeror shall provide a chart with narrative that provides the extent of prior use of small, small disadvantaged, and women-owned businesses as subcontractors. In addition, provide a copy of the SF294 for each contract listed in the Past Performance Reference List with a value in excess of \$500K. For completed contracts, provide the final SF294; for contracts in process, provide the SF294 for the latest reporting period.

(7) Past performance will be used as both an evaluation factor and as a source of information for a responsibility determination. Offerors that do not have relevant past performance may base the questionnaires on work performed by the proposed Key Personnel. The cutoff date for receipt by the Government of responses to the questionnaire is two weeks after the closing date of the solicitation. Offerors are encouraged to provide information on problems encountered on the identified contracts and the offeror's corrective actions taken.

(c) Contract Mandatory Requirements

The contractor shall address his ability to (or plans for meeting at time of award) meet each of the contract mandatory requirements as discussed in Section H, MANDATORY CONTRACT REQUIREMENTS.

Ddl-L27 ESTIMATED LEVEL OF EFFORT

(a) It is estimated that the following effort will be required by the contractor for performance of the work specified herein:

LABOR CATEGORY	FY05	FY06	FY07	FY08	FY09	TOTAL
Program Manager	0.6	0.6	0.5	0.4	0.3	2.4
Senior Engineer	5.7	5.7	4.9	4.1	2.8	23.2
TOTAL	6.3	6.3	5.4	4.5	3.1	25.6

(b) This estimate is furnished for the purpose of providing additional information to the statement of work to permit optimum response by offerors and to allow a more timely and comparable evaluation of proposals by the Government. The agreed to level of effort will be specified in the award document, in accordance with the Section H, "Level of Effort" clause.

(c) The Government's estimate of effort is based on workyears rather than labor hours. Offerors shall propose on the basis of their average workyear; for example, one offeror's workyear of effort may equate to 1800 hours and another offeror's workyear may be 1900. Proposed hours shall be identified as either compensated or uncompensated, if applicable. A minimum of 1775 compensated hours per workyear is required. The basis for the number of hours used as well as the mix (i.e., compensated/uncompensated) must be provided in the cost proposal. This data must be verifiable either with DCAA or through the analysis of supplemental statistical data which shall be included in the cost proposal.

Ddl-L33 COST PROPOSALS – SPECIFIC INSTRUCTIONS – COST REIMBURSEMENT CONTRACTS

The following instructions apply to the preparation of your Cost Proposal. The instructions herein apply equally to the prime contractor and to any consultants and/or subcontractors.

(a) Overall Project

(1) Resumes are required for all proposed professional staff, including consultants and subcontractors. Note that these individuals will be identified as Key Personnel in the contract and must be the individuals who perform the work.

(2) Identify your cognizant DCAA and ACO (DCMC) offices. Provide the name of a point of contact for each and provide current phone numbers.

(3) Your accounting system must be approved by DCAA for cost type contracts. Please indicate whether or not your accounting system has been approved. If it has not, contact your cognizant DCAA as soon as possible to arrange for this review; this can add as much as 8-12 weeks to the contract award process.

(4) Identify your fiscal year if other than the calendar year.

(5) Where copies of documents/data are requested in the following instructions, they should be submitted with the hard (paper) copies of the proposal submission.

(b) Direct Labor

(1) Provide a table which identifies all proposed hours by proposed task/subtask and contract period (base period and option periods, if applicable). These hours should be identified by labor category and individual (provide names). Separately identify hours to be provided by consultants or subcontractors. This information will facilitate our evaluation of the proposed hours and labor mix for the proposed effort.

(2) Provide copies of current payroll records to support proposed base hourly rates. In the case of a contingent hire, provide a copy of an accepted offer letter that identifies the agreed-to salary amount. Identify the labor escalation rate, if applicable, used for pricing purposes and rationale supporting the use of that rate.

(3) If you are proposing "TBD" or vacant positions, please provide written rationale for proposed hourly rates.

(c) Other Direct Costs

(1) Consultants - If you propose to use consultants, provide written communication from each proposed consultant which clearly shows the proposed hourly rate.

(2) Subcontractors - If your proposal includes subcontractors, information regarding proposed subcontract costs is required at the same level of detail as that provided for the prime contractor. Frequently, subcontractors are not willing to provide such detail to a prime contractor. Accordingly, this detail may be submitted directly to the Government or may be submitted to you in a sealed envelope that you forward with your proposal. You should encourage your subcontractors to comply. Their failure to submit all necessary information will delay contract award.

(3) Special Tooling And Test Equipment - If applicable, identify each item proposed and provide rationale for proposed amounts. Provide copies of vendor quotes where applicable. Also include a narrative justification for the item(s). Note that the Government will take title and possession of any item of special tooling or test equipment the cost of which is charged in full (direct charged) to the Government. .

(4) Materials/Other Direct Costs - This category covers a variety of items, from reproduction costs to computer time to raw materials needed for the project. If materials/other direct costs are included in your proposal, please identify each type of cost proposed. Provide a narrative justification for the item(s) and the basis for the proposed price. Where applicable, provide copies of vendor quotes.

(5) Other Equipment – Non-consumable assets that do not fall under the definition of special tooling and test equipment that are proposed to be fully charged to the Government are considered to be “facilities”. It is preferred that contractors provide all facilities required for contract performance. If you are unable to provide all facilities and include such in your proposal, please provide a justification for each item proposed including its necessity to the proposed research. As with special tooling and test equipment, note that the Government will take title and possession of any items direct charged to the Government. Note also that fee is not allowed on the cost of facilities.

(6) Travel – If travel is proposed, separately identify each proposed trip in terms of destination, number of travelers, trip duration, and cost (separately show costs for airfare, rental car, per diem, personal mileage, etc).

(d) Indirect Costs

(1) For each separate indirect cost pool reflected in your proposal (e.g., fringe benefits, overhead, G&A, material handling, etc.) clearly identify the rates used for proposal calculation.

(2) If DCAA has approved your indirect rates for bidding purposes (Forward Pricing Rate Agreement), please provide copies of the applicable DCAA correspondence or a copy of the Agreement.

(3) Please provide a complete description of each indirect cost pool and a listing of the types of costs that are charged to each pool. Identify the base to which the indirect cost rate is applied (for example, if the indirect pool is “Labor Overhead” and the indirect rate is applied to total direct labor cost, identify the base for the “Labor Overhead” pool as “Total Direct Labor Cost”). If DCAA has not approved your indirect rates, provide a complete explanation of how the proposed indirect rate was calculated. Indirect rates (and the methodology for computing those rates) that have not been approved by DCAA may require review by DCAA or by the NSWCCD Cost/Price Analyst prior to contract award.

Ddl-L34 COST PROPOSAL – SPECIFIC REQUIREMENTS – CERTIFIED COST OR PRICING DATA

(a) The offeror must submit cost or pricing data, as defined in FAR 15.401, in the format prescribed in FAR Table 15-2, as part of the cost proposal. Prior to award, the accuracy, currency and completeness of such data shall be certified by the offeror using the form set out in FAR 15.406-2.

(b) If the offeror claims an exemption from cost or pricing data requirements, the basis for the exemption as set forth in FAR 15.403-1(b) and (c), must be provided.

(c) Any contractor required to submit and certify cost or pricing data in accordance with (a) above shall also be required to obtain cost or pricing data from his subcontractors under the circumstances set forth in FAR 15.403-4.

(d) Cost or pricing data furnished by a subcontractor or a prospective subcontractor pursuant to FAR 15.403-4 must be submitted to the prime contractor or higher-tier-subcontractor. It is the responsibility of the prime contractor and higher-tier-subcontractor to review and evaluate the subcontract proposal and accompanying cost or pricing data and furnish the results of such review and evaluation to the Government as part of their cost or pricing data submission.

(e) If the offeror proposes facilities capital cost of money as part of his proposed costs, he shall submit a completed DD Form 1861 entitled "Contract Facilities Capital Cost of Money" and Form CASD-CMF "Facilities Capital, Cost of Money Factors Computation." Accompanying the Forms shall be documentation in support of the computations.

(f) In addition to submission of the cost proposal to the PCO, Offerors shall submit copies of their complete cost proposal as follows:

- One (1) copy - Cognizant DCMA
- One (1) copy - Cognizant DCAA

Ddl-L40 SUBMISSION OF QUESTIONS BY POTENTIAL OFFERORS

It is the offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Statement of Work (SOW) and other solicitation documents attached hereto or incorporated by reference. All questions are requested in writing by 21 May 2004.

Ddl-L42 PRE-AWARD FACILITY SECURITY CLEARANCE

(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 required security level. The Naval Surface Warfare Center, Dahlgren Division 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-2-0008 REQUIREMENTS CONCERNING WORK WEEK (NAVSEA) (MAY 1993)

(a) Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work.

(b) The offeror may include uncompensated effort in its proposed level of effort if:

(1) The offeror has an established cost accounting system, approved by the Defense Contract Audit Agency, which records all hours worked, including uncompensated hours, for all employees, and regardless of contract type.

(2) Uncompensated hours, for all employees and regardless of contract type, are included in the offeror's base for allocation of overhead costs.

(3) The proposal identifies hours of uncompensated effort proposed by labor category.

(4) The proposal identifies the amount of uncompensated effort which will be performed without supervision and without support personnel and assesses the productivity of such effort.

(5) The proposal describes the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.

(6) The proposal includes a copy of the corporate policy addressing uncompensated effort.

(c) The above information must be provided for each subcontract which has uncompensated effort included in the proposed level of effort.

(d) Any proposal which includes uncompensated effort in the proposed level of effort not in compliance with the above may be rejected.

HQ L-2-0009 SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)

Offer shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

HQ M-2-0001 BASIS OF AWARD (NAVSEA) (SEP 1990)

ALL UNITS OF ALL ITEMS WILL BE AWARDED TO ONE OFFEROR. OFFERS, THEREFORE, MUST BE ON THE BASIS OF FURNISHING ALL UNITS OF ALL ITEMS.

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0001	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____
--	------------------------	---

D. SYSTEM/ITEM Advanced Modular Gun Demonstrator	E. CONTRACT/PR NO. N00178-04-R-1025	F. CONTRACTOR Applied Ordnance Technology
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1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM TEST PLAN	3. SUBTITLE BARREL JOINT TEST
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4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80566	5. CONTRACT REFERENCE 3.2	6. REQUIRING OFFICE NSWCDD G32
--	-------------------------------------	--

7. DD 250 REQ LT	9. DMST STATEMENT REQUIRED	10. FREQUENCY (See Blk 16)	12. DATE OF FIRST SUBMISSION (See Blk 16)	14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE (See Blk 16)	13. DATE OF SUBSEQUENT SUBMISSION (See Blk 16)	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS Blocks 10, 12, 13: To be delivered as required. Block 14: Electronic distribution by email is acceptable. The reproducible copy shall be IBM PC format in agreed-upon electronic media (3.5" floppy, Zip, CD, CD-RW, etc) to be delivered at the end of the contract. The reproducible copy shall be a compilation of all applicable CDRL Data Items Deliverables. The reproducible copy shall be continuously updated throughout the period of performance and shall be available at any time upon request by the Government. Contractor format acceptable. Use of any software other than Microsoft products shall require prior Government approval.	NSWCDD:				
	G32/Cooper		1	1	
	Sponsor		1	0	
	(See Blk 16)				
	15. TOTAL		0	2	1

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY	H. DATE 3-31-04	I. APPROVED BY <i>James Fortune Jr.</i>	J. DATE
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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. _____ **B. EXHIBIT** A **C. CATEGORY:** TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM Advanced Modular Gun Demonstrator **E. CONTRACT/PR NO.** N00178-04-R-1025 **F. CONTRACTOR** Applied Ordnance Technology

1. DATA ITEM NO. A006 **2. TITLE OF DATA ITEM** CONFERENCE AGENDA **3. SUBTITLE** _____

4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81249A (See Blk 16) **5. CONTRACT REFERENCE** _____ **6. REQUIRING OFFICE** NSWCDD G32

7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED (See Blk 16)	10. FREQUENCY (See Blk 16)	12. DATE OF FIRST SUBMISSION (See Blk 16)	14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION (See Blk 16)	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS

Block 4: Use DID as guide only. Electronic media is acceptable whenever possible.

Block 9: Distribution to DoD and DoD contractors only.

Block 10: As required - submit 10 days prior to each review/presentation.

Blocks: 12 & 13: To be delivered as required.

Block 14: Electronic distribution by email is acceptable. The reproducible copy shall be IBM PC format in agreed-upon electronic media (3.5" floppy, Zip, CD, CD-RW, etc) to be delivered at the end of the contract. The reproducible copy shall be a compilation of all applicable CDRL Data Items Deliverables. The reproducible copy shall be continuously updated throughout the period of performance and shall be available at any time upon request by the Government.

Contractor format acceptable. Use of any software other than Microsoft products shall require prior Government approval.

15. TOTAL →	0	2	1
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G. PREPARED BY _____ **H. DATE** 3-31-04 **I. APPROVED BY** *James L. Torture* **J. DATE** _____

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

DEPARTMENT OF DEFENSE #003-04
CONTRACT SECURITY CLASSIFICATION SPECIFICATION

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

NONE

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)

a. PRIME CONTRACT NUMBER _____

b. SUBCONTRACT NUMBER _____

c. SOLICITATION OR OTHER NUMBER _____ DUE DATE (YYYYMMDD) _____

3. THIS SPECIFICATION IS: (X and complete as applicable)

a. ORIGINAL (Complete date in all cases) DATE (YYYYMMDD) _____

b. REVISED (Supersedes all previous specs) REVISION NO. _____ DATE (YYYYMMDD) _____

c. FINAL (Complete item 5 in all cases) DATE (YYYYMMDD) _____

4. IS THIS A FOLLOW-ON CONTRACT? YES NO. If Yes, complete the following:
 Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? YES NO. If Yes, complete the following:
 In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE
 APPLIED ORDNANCE TECHNOLOGY INC.
 103 PAUL MELLON COURT, SUITE A
 WALDORF, MD 20602

b. CAGE CODE
 9Y980

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
 DEFENSE SECURITY SERVICE
 938 ELKRIDGE LNDING ROAD
 LINTHICUM, MD 21090-2917

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE _____

b. CAGE CODE _____

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) _____

8. ACTUAL PERFORMANCE

a. LOCATION _____

b. CAGE CODE _____

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) _____

THIS DD FORM IS A GUIDE FOR BIDDING PURPOSES ONLY. AN ORIGINAL DD FORM WILL BE ISSUED UPON AWARD OF CONTRACT.

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

Provide support for implementation and use of XLR gun design developed under SBIR N96-268.

10. CONTRACTOR WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES	NO
a.	COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input checked="" type="checkbox"/>	a.	HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input checked="" type="checkbox"/>	
b.	RESTRICTED DATA		<input checked="" type="checkbox"/>	b.	RECEIVE CLASSIFIED DOCUMENTS ONLY		<input checked="" type="checkbox"/>
c.	CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/>	c.	RECEIVE AND GENERATE CLASSIFIED MATERIAL		<input checked="" type="checkbox"/>
d.	FORMERLY RESTRICTED DATA		<input checked="" type="checkbox"/>	d.	FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<input checked="" type="checkbox"/>
e.	INTELLIGENCE INFORMATION		<input checked="" type="checkbox"/>	e.	PERFORM SERVICES ONLY		<input checked="" type="checkbox"/>
	(1) Sensitive Compartmented Information (SCI)		<input checked="" type="checkbox"/>	f.	HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		<input checked="" type="checkbox"/>
	(2) Non-SCI		<input checked="" type="checkbox"/>	g.	BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input checked="" type="checkbox"/>
f.	SPECIAL ACCESS INFORMATION		<input checked="" type="checkbox"/>	h.	REQUIRE A COMSEC ACCOUNT		<input checked="" type="checkbox"/>
g.	NATO INFORMATION		<input checked="" type="checkbox"/>	i.	HAVE TEMPEST REQUIREMENTS		<input checked="" type="checkbox"/>
h.	FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	j.	HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input checked="" type="checkbox"/>
i.	LIMITED DISSEMINATION INFORMATION		<input checked="" type="checkbox"/>	k.	BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input checked="" type="checkbox"/>
j.	FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>		l.	OTHER (Specify)		
k.	OTHER (Specify)						

12. **PUBLIC RELEASE.** Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release Direct Through (*Specify*)

N/A

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
 *In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. **SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

All classified visit requests for the Dahlgren Division, Naval Surface Warfare Center, should be faxed to the Visitor Control Office, (fax no. 540-653-6892) no later than five (5) working days prior to intended visit.

All classified visit requests for other activities shall have "NEED-TO-KNOW" certified by the individual identified below. Visit requests for subcontractors to other activities will have "NEED-TO-KNOW" certified by the prime contractor. All requests shall contain the information required by Chapter 6, NISPOM. The time limit on all certification shall not exceed the contract expiration date.

R. D. Cooper, CODE G32, (540)653-7657
 Contracting Officer's Representative

Estimated Expiration Date:

14. **ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. Yes No
 (*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

All information systems and components (e.g., computers, networks, and peripheral devices) will be accredited by the cognizant NSWCDD Designated Approving Authority prior to use under this contract.

15. **INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. Yes No
 (*If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.*)

16. **CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (Include Area Code)
GLORIA E. ELMORE	Contracting Officer's Security Representative	(540)653-8723

d. ADDRESS (Include Zip Code)
 COMMANDER, DAHLGREN DIVISION
 NAVAL SURFACE WARFRE CENTER, CODE XDC94
 DAHLGREN, VA 22448-5100

17. **REQUIRED DISTRIBUTION**

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY

e. SIGNATURE

Gloria E. Elmore

27 April 2004

From: XDS110/Thompson
To: G34/Chappell

Subj: CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT LETTER

Ref: (a) NAVSEAINST 4200.17B Contracting Officer's Representative
(b) SECNAVINST 4205.5 Contracting Officer's Technical Representative (COTR)
(c) NAVSEAINST 4200.19 Service Contract Restrictions and Safeguards
(d) NAVSEAINST 5910.2C Administration of Non-Payroll Personnel Occupying NAVSEA Headquarters Space
(e) COMNAVSEA Memo SER: 00/4043 of 2 May 89, Subj: Recoupment of Funds from Cost Reimbursement Level of Effort Contracts (NAVSEA July 1986)

Encl: (1) COR Checklist

1. You are hereby appointed as the Contracting Officer's Representative (COR) under the following contract:

Contract Number

Contractor

N00178-04-C-1025

Applied Ordnance Technology, Inc.

2. In accordance with references (a) and (b), specific duties which you are expected to perform include:
 - a. Review to assure all tasks performed are within the scope of the contract. The "scope of the contract" is defined as the description, specifications, and work statement contained in the Contract. The COR is NOT authorized to issue any direction to the contractor which would alter the scope of the contract, the price, the delivery schedule, or any other terms and conditions of the contract. Review the contract requirements entitled "CONTRACTING OFFICER'S REPRESENTATIVE" (DFARS 252.201-7000).
 - b. Prior to performance start date, the COR shall ensure that adequate funding has been obligated to the contract.
 - c. Receive and review copies of all correspondence with the contractor to assure that the scope of the work is not altered.

- d. Ensure that all understandings reached with regard to the specifications or statement of work (SOW) are defined in writing. The concurrence of the Procuring Contracting Officer (PCO) shall be obtained prior to the contractor commencing work on any task.
- e. Ensure that technical direction given the contractor does not entail personal services or explicitly or implicitly requires actions that change price, quantity, delivery schedule or other contract terms and conditions. Personal services occurs when contractor personnel are used as though they were Government employees or were interchangeable with Government employees. References (a) and (b) provide detailed guidance on the proper use of contractor personnel. Reference (c) lists basic Government management functions, which contractors may not perform.
- f. Avoid any action, either direct or implied, that could result in a change in the pricing, quantity, delivery schedule, or any other terms or conditions of the contract, or any action that dictates a level of performance to continue beyond the delivery date or period of performance listed in the contract.
- g. Bring to the PCO's attention, any inefficient or wasteful methods being used by the contractor. Make recommendations for corrective or preventive measures as appropriate.
- h. Be aware that the contract requires copies of all invoices be reviewed by the COR prior to payment. Invoices should be reviewed for cost reasonableness and to ensure that they are submitted in accordance with contract requirements, and that the checklists/deduct schedules accurately reflect the work specified in the contract, which have actually been performed. Discrepancies should be submitted in writing to the PCO and ACO.
- i. Maintain a file for each contract, which shall include: a copy of the contract and modifications, a copy of the signed COR Appointment Letter, a copy of all invoices received, and a record of all checklists/deduct schedules and record of corrective action taken, if required.
- j. Prepare a past performance report for the PCO within 60 days of completion of each year of performance. The report must reflect detailed performance by the Contractor, indicate whether all services were received, accepted, and specify any problems associated with the contract.
- k. Provide prompt written notification to the PCO if, for any reason, your tenure as COR is recommended for termination.
- l. Enclosure (1) is forwarded to assist you in managing your COR duties and responsibilities.

3. The duties and responsibilities set forth herein are not intended to be all inclusive. Specific individual situations that: (a) have not been covered, (b) have created a question, or (c) are considered to be beyond your scope as COR should be brought to the attention of the PCO in order to obtain advice on proceeding in the best interest of the Government.
4. A signed copy of this letter must be returned to the PCO to signify acceptance to this appointment. In addition, you must comply with references (a) through (d).
5. Unless sooner terminated, this appointment is effective as long as the contract listed in paragraph 1 above remain a primary responsibility and duty of the appointee. The COR may **NOT** delegate these duties to another individual. In the absence of the COR identified in the contract, TIs may only be signed by the PCO.


G. R. VAUGHAN
Contracting Officer

Acceptance:

 4/27/04
SARWAT K. CHAPPELL DATE
Contracting Officer's Representative

COR CHECKLIST

1. TRAINING:

- a. Have you completed COR training?
- b. Have you had COR refresher training within 3 years?

2. SEPARATION OF FUNCTIONS:

- a. Did you initiate the requirement?
- b. Did you place the order?
- c. Did you perform the receipt, inspection and acceptance function?

3. CONTRACT TYPE:

- a. Have you established a COR file?
- b. Do you have your COR Nomination Letter in your COR file?
- c. Do you have your COR Appointment Letter in your COR file?
- d. Do you have a copy of the contract and modifications in your COR file?
- e. Do you have a cumulative tally of expended man-hours and dollars for each year?
- f. Do you have a record of all deliverables and/or contractor progress reports received which cite their disposition?
- g. Do you have correspondence from the contractor and correspondence between you and the contractor, e.g., telephone conversations, etc., incorporated into your file?

4. TYPE OF CONTRACT AND FUNDING:

- a. Is this a consulting service type contract? If so, do you have the proper funding documentation?

5. INVOICES:

- a. Has the contractor provided you with copies of all invoices?
- b. Have the invoices been reviewed for cost reasonableness?
- c. Do the invoices reflect accurately work which has been specified in the contract and verification that work has been satisfactorily completed?
- d. Have you reviewed the invoices to ensure the general appropriateness of types and quantities of labor and material?

6. REPORTS:

- a. Have you submitted and updated CPARS report(s)?

DEFINITIONS

1. CONTRACTING OFFICER REPRESENTATIVE (COR) is a technically qualified, properly trained individual nominated by the requiring activity and appointed in writing by the PCO to serve as liaison between the Government and a contractor for the technical aspects of a specific contract or order. The COR monitors the contractor's performance, serves as the focal point for the resolution of technical issues, and provides technical and administrative support to the contracting officer.

2. SERVICE CONTRACT is a contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task, rather than to furnish an end item of supply.

3. PERSONAL SERVICES CONTRACT is a contract that, by its express terms or as administered, makes the contractor personnel appear to be Government employees.