

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   84
2. CONTRACT NUMBER	3. SOLICITATION NUMBER N00178-04-R-2004	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 19 Feb 2004	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY Naval Surface Warfare Center, Dahlgren Division ATTN: XDS12-BLDG 183 RM 104; XDS12@NSWC.NAVY.MIL 17320 Dahlgren Road, Dahlgren, VA 22448-5100 Tel : 540/ 653-7942; Fax : 540/ 653-4089		CODE N00178	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		

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

**SOLICITATION**

9. Sealed offers in original and SeeSecl 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 NSWCDD, Bldg 183, Room 104 until 2:00pm local time 2 April 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 Arline G. Weeks	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS XDS12@nswc.navy.mil
		AREA CODE 540	NUMBER 653-7942	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)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	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)
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15B. TELEPHONE NUMBER AREA CODE   NUMBER   EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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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
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**Section A - Solicitation/Contract Form****CLAUSES INCORPORATED BY FULL TEXT****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 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.ccr2000.com/>

**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
- NAPS 5252.232-9000
- NAPS 5252.232-9001
- NAPS 5252.232-9002
- NAPS 5252.232-9003

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 and three copies of each 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 address shown below. In addition, submit one copy of each invoice to the contract specialist at the issuing office address shown on the face of the document:

NAVAL SURFACE WARFARE CENTER, DAHLGREN DIVISION  
ATTN: CODE XDM24I / VENDOR PAY  
17320 DAHLGREN ROAD  
DAHLGREN, VA 22448-5100

## **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	Base Period: 1 Oct 04 - 30 SEP 05 CPFF System engineering and analysis support in accordance with Section C, Statement of Work.				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Data in accordance with DD Form 1423 CPFF Contract Data Requirements List, Attachment J.1				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	OPTION I: 1 OCT 05 - 30 SEP 06 CPFF System engineering and analysis support in accordance with Section C, Statement of Work.				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Data in accordance with DD Form 1423 CPFF Contract Data Requirements List, Attachment J.1				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	OPTION II: 1 OCT 06 - 30 SEP 07 CPFF System engineering and analysis support in accordance with Section C, Statement of Work.				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Data in accordance with DD Form 1423 CPFF Contract Data Requirements List, Attachment J.1				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Option III: 1 OCT 07 - 30 SEP 08 CPFF System engineering and analysis support in accordance with Section C, Statement of Work.				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	Data in accordance with DD Form 1423 CPFF Contract Data Requirements List, Attachment J.1				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Option IV: 1 OCT 08 - 30 SEP 09 CPFF System engineering and analysis support in accordance with Section C, Statement of Work.				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	Data in accordance with DD Form 1423 CPFF Contract Data Requirements List, Attachment J.1				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					<hr/>

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.

#### ADDITIONAL CLINS FOR FMS SUPPORT

The Government will add CLINs to segregate Foreign Military Sales (FMS) support. These CLINs will allocate level of effort, estimated cost and fixed fee to specific FMS countries. These modifications will be issued unilaterally by the Government and will not change the overall level of effort, estimated cost or fixed fee of the contract.

## **Section C - Descriptions and Specifications**

### **CLAUSES INCORPORATED BY FULL TEXT**

#### **STATEMENT OF WORK: SYSTEM ENGINEERING AND ANALYSIS**

##### **GENERAL**

The Contractor shall provide technical and engineering expertise to support research and development (R&D), Total Ship System Engineering, and Combat System Engineering (CSE) initiatives for the introduction of advanced technology into advanced combat systems, and for the modernization of current systems.

In support of the technical and business management of this contract, the Contractor shall comply with the following requirements for each of the specific areas:

- Participate in formal and informal reviews on the technical activities being conducted under this contract.
- Develop Plans of Action and Milestones (POA&M).
- Prepare inputs for the N05expense report database and TeamPlay project tracking.
- Provide a monthly progress report as detailed in C.13.

##### Data Deliverables

Attachment J.1 provides a master Contract Data Requirements List (CDRL) for this requirement. Individual tasks will also reflect their unique data requirements in the appropriate section of this document. Specific titles, frequency, due dates, distribution, and other special requirements may be included in Technical Instructions/Plan of Action and Milestones. For purposes of this contract, dates specified in specific tasks for initial and subsequent deliveries, refer to the dates when the actual delivery to local NSWCDD distribution is required rather than the date shown on the document and/or its transmittal letter.

#### **C.1 AEGIS COMBAT SYSTEM ENGINEERING**

The Contractor shall provide system engineering support for Aegis Baseline engineering. This support will be in all applicable warfare mission areas. In addition, support will include, but not be limited to, engineering disciplines such as computing plant architecture, requirements management, ship integration, safety analysis, interoperability assessment, and baseline strategy development.

C.1.1 The Contractor shall develop new concepts and engineering designs for the Aegis Combat System (ACS) as a result of emergent requirements. Pursuant to this, the contractor shall consider impacts to Aegis cornerstones, system resources, equipment, and program requirements, and shall develop or assess integration options and functional allocation options. The new concepts and designs may pertain to new systems or modifications to existing systems. (CDRL A004)

C.1.2 The Contractor shall conduct engineering performance studies and analyses on Aegis Combat System improvements. These improvements may pertain to new systems, or improvements of existing systems. (CDRL A004)

C.1.3 The Contractor shall provide engineering review and critique of Combat System and ship integration proposals and efforts, identifying engineering shortfalls, key trade requirements, additional option considerations, as well as general assessments of concepts/ideas and/or methodologies being pursued. (CDRL A004)

C.1.4 The Contractor shall provide requirements engineering and management in support of Aegis Combat System improvements, verifying traceability of ACS requirements from higher level requirements documents and assessing the completeness and correctness of allocated requirements. (CDRL A004)

C.1.5 The Contractor shall participate in formal and informal Aegis Combat System design reviews in support of the Navy Review Team, including In Process Reviews (IPR,) System Design Reviews (SDR), Preliminary Design Reviews (PDR) and Critical Design Reviews (CDR), and post-CDR SCRIBE. The Contractor shall review and analyze specifications and other documentation, generate and submit comments in accordance with the Element Review Team/Navy Review Team (ERT/NRT) process, participate in comment adjudication with the developer, and attend and participate in required Review Team meetings. (CDRL A004, A006)

C.1.6 The Contractor shall support NSWCCD in technical meetings pertaining to all elements of Aegis Combat System Engineering. The Contractor shall provide support in technical meetings concerned with the topics of subtasks C.1.1, C.1.2, C.1.3, C.1.4, and C.1.5 as they relate to Aegis. (CDRL A006)

## **C.2 ADVANCED SHIP AND COMBAT SYSTEM DEVELOPMENT**

In support of the development of future advanced combatants such as the Surface Combatant Family of Ships (SCFOS) (DDX, CGX, and LCS), and future aircraft carriers, amphibious ships, and command ships (JCCX), the Contractor shall explore ways of improving the war fighting methods and systems, evaluate proposed systems for applicability to the advanced ships' combat systems, and support development of associated performance modeling and Engineering Development Models to include the various attributes and integration methods applicable to these upgrades/advanced systems. Support will include all applicable mission areas including C4ISR. In addition, support will include, but not be limited to, engineering disciplines such as computing plant architecture, requirements management, ship integration, safety analysis, interoperability assessment, and spiral design development.

### **C.2.1 Engineering Management Support**

The Contractor shall provide support to the development of Total Ship Systems Engineering processes and plans. This support will include developing Program Objective Memoranda (POM) inputs and System Engineering Management Plans, and organizing engineering and analysis teams for all Advanced Ship Programs. (CDRL A002)

### **C.2.2 Total Ship Systems Engineering (TSSE)**

The Contractor shall provide support for all Advanced Ship developments in the area of Total Ship Engineering. Specifically, this support will include but not be limited to support in the development of total ship concepts, trade studies, operational and system performance requirements development, functional definition and allocation, system definition, and performance evaluations. To accomplish this task, expertise will be required in the mission areas of Air Dominance & TBMD, Navy Fires/Land Attack, Maritime Dominance, Undersea Dominance, and C4ISR as well as horizontal areas such as Computing Plant Architecture, Signatures, HSI, Training, and Logistics. (CDRL A004)

### **C.2.3 Advanced Combatant Systems Engineering and Programmatic Support**

The Contractor shall provide support in systems engineering and programmatic efforts including the Earned Value Management System (EVMS), Risk Assessment, Test and Evaluation (T&E), Integrated Product Team (IPT) participation, DOD and Navy working/standards group participation, and Navy systems command, ONR, laboratory, and Fleet interface as required. (CDRL A003, A004, A006)

### **C.2.4 Advanced Combatant Engineering Development Model (EDM) Support**

The Contractor shall provide engineering support in the definition and development of Advanced Combatant EDMs, including MFR, AGS, TSCE, and IUSW. He shall support EDM evaluation including ship integration options and functional allocation. (CDRL A004)

### C.2.5 Advanced Sensor, Control System, and Weapon Development Support

The Contractor shall support advanced sensor, control system, and weapon development efforts. The Contractor shall support technology and system performance evaluation including operational utility, ship integration options, and functional allocation. (CDRL A002, A004)

### C.2.6 Future Combat Systems Development

The Contractor shall provide support for the development of next-generation combat systems, this support will include but will not be limited to support in the development of requirements, standardization and commonality in architecture and Commercial off the Shelf (COTS) design, interoperability with joint and coalition forces in a network-centric approach, and incorporation of new mission areas such as Land Attack and Theater Ballistic Missile Defense. (CDRL A002, A004)

### C.2.7 Smart Product Model (SPM) Engineering Support

The Contractor shall develop measures of performance and/or assist in the performance assessment of SPM and other modeling efforts. When tasked, the Contractor shall develop a plan of action and milestones for the specified effort that clearly defines the resources required, definition of responsibilities by organization, expected products and when they shall be available, and overall schedule of the effort. Upon acceptance of the plan, the functions allocated to the Contractor in the plan shall be performed. (CDRL A002)

### C.2.8 Ship System Safety and Certification Support

The Contractor shall support ship system Safety and Certification efforts. Specifically, this support will include but not be limited to support in the development of total ship safety concepts, trade studies, system safety requirements development, functional allocations, system definition, safety test definition and safety evaluations. Included will be the development of a plan of action and milestones for the specified effort that will define Safety and/or Certification requirements, resources required, definition of responsibilities by organization, expected products and when they shall be available, and overall schedule of the effort. Upon acceptance of these plans, the Contractor shall develop a mechanism to monitor and assess plan execution. (CDRL A002, A004)

C.2.9 The Contractor shall provide specialized Computer-Aided Software Engineering (CASE) tools training for up to ten (10) individuals. The CASE tools involved are the Dynamic Object Oriented Requirements System (DOORS), Rational ROSE, and related software.

C.2.10 The Contractor shall maintain Advanced Ship System requirements documentation in the DOORS environment. (CDRL A002)

### C.2.11 Commander, U. S. Atlantic Fleet (COMLANTFLT) Support

COMLANTFLT directorates have continuing requirements for contracted support within a broad range of analytical services. This primarily covers but is not limited to studies, analysis and evaluations that provide organized analytical assessments/evaluations in support of efficient decision making with respect to existing and future warfare requirements.

C.2.11.1 The contractor shall provide engineering analysis and technical support to Navy and Joint (Aegis) combat/identification systems (such as Aegis, ACDS, GDDS-M, or E-2 Group II, for example), as well as C41 technical problems of interest to COMLANTFLT. This analysis shall include the preparation of reports and briefs as required. Additionally, the contractor shall provide technical support to the MNS/ORD review process including recommended changes as required. (CDRL A004)

C.2.11.2 The contractor shall provide planning, programming, and budgeting. The contractor shall also conduct assessments in support of Navy POM development to include the review of OSD PBDs and Navy Sponsor Program

Proposals. The contractor shall assist in the preparation of Component Commander Issue Papers in support of Unified CINC Integrated Priority List (IPL) issues. The contractor shall prepare reports and briefs as required. The contractor shall, as needed, represent COMLANTFLT N8 on Integrated Warfare Architecture (IWAR) Integrated Product Teams (IPT). (CDRL A004)

C.2.11.3 Operational Interoperability Requirements Group – Tactical Digital Information Link (OIRG-TADIL). The contractor shall provide technical support for COMLANTFLT representation in OIRG-TADIL by analyzing requirements for tactical data links and by preparing Proposed Operational Requirements (POR) for changes to Data Link OPSECS and platform implementation requirements. The contractor shall also prepare coordinated COMLANTFLT positions on all PORs submitted to OIRG-TADIL for consideration. The contractor shall attend OIRG-TADIL meetings and shall prepare a Trip Report Summary for each meeting of recommendations and decisions. (CDRL A006)

### **C.3 OPERATIONS/FORCE ANALYSIS**

The Contractor shall provide operations analysis and war room support to NSWCCD for analyzing changes to Surface Warfare programs and assessing the impacts of these changes. These changes are typically driven by the changing threat, the changing force structure, operational feedback, and affordability. The Contractor will address strategy changes, naval doctrine implementations, requirements analysis and programmatic assessments to support NSWCCD responses to the changing environment and priorities.

C.3.1 The Contractor shall provide force and unit level operations analysis support to the Aegis Modernization, SCFOS, and Carrier War Rooms at NSWCCD. The Contractor will ensure that the efforts of the activities undertaken in support of the related ship projects are properly integrated into the work performed in the appropriate war rooms. (CDRL A004)

C.3.2 The Contractor shall support the NSWCCD engineering teams in the Aegis Modernization, Carrier, and SCFOS War Rooms by assisting in the development and maintenance of the information and presentations in the War Rooms. (CDRL A002, A003)

C.3.3 The Contractor shall assist in the development and update of strategies to implement war fighting capabilities and new methods/procedures to satisfy shortfalls identified from lessons learned, new Mission Needs Statements and force level studies. (CDRL A004)

C.3.4 The Contractor shall assist in the development of and preparation of status, informational and decision briefings. (CDRL A003)

### **C.4 AEGIS COMBAT DIRECTION SYSTEM SUPPORT**

C.4.1 The Contractor shall support Aegis Combat Direction Systems (CDS) engineering and proposed modifications and upgrades. To accomplish this, the Contractor shall provide support in the areas of the Aegis Display System (ADS), Command and Decision (C&D), System Tactical Data Links (TADIL), and Advanced Display Capabilities (ADC). (CDRL A003, A004)

C.4.2 The Contractor shall propose the definition of new computer program and equipment requirements in support of baseline upgrades and shall evaluate their impact on existing computer programs and equipment. This shall include reporting on system trade-offs, design decisions, and tactical applications. (CDRL A003, A004)

C.4.3 The Contractor shall participate, as required, in baseline upgrade reviews, including System Design Reviews, Preliminary Design Reviews, Critical Design Reviews, In-Progress Reviews, and adjudication sessions with the developer, and in technical information exchange meetings. The Contractor shall also participate, as directed, in various Navy working groups and Interface Control Working Groups dealing with baseline development issues and with Interface Design Specification (IDS) related issues for ADS, C&D, TADIL message standard development, and

ADC. The Contractor shall support the TADIL message standard development effort as directed, by participating in the various standards group meetings and by assessing Aegis impacts based on meeting decisions. (CDRL A006)

C.4.4 The Contractor shall propose candidates fixes to baseline definitions and engineer solution options and Specification Changes (SCs), as required. The Contractor shall develop procedures for, and conduct engineering tests of, the Controlled Test Loads (CTLs) and other engineering test events in support of baseline development efforts. Analysis and reporting of the engineering test results shall also be conducted. The Contractor shall provide technical assistance and/or data analysis of fleet events including, but not limited to, CSSQTs and BGSITs.

C.4.5 The Contractor shall design, develop and maintain the Operating Environment (OE) for the AN/UYQ-70 equipment utilized by Combat Display System (CDS). The Contractor shall provide OE expertise at shipboard installations, at-sea exercises, and CSSQTs. Standard Operating Procedures (SOP) shall be developed documenting the OE installation process. The Contractor shall support OE installs at shore sites and shipboard, and support CSSQT events and provide shipboard OE technical assists as needed. (CDRL A004, A006)

### **C.5 NAVY THEATER BALLISTIC MISSILE DEFENSE**

The Contractor shall provide engineering, modeling and analysis support for the development and/or evaluation of Theater Ballistic Missile Defense (TBMD) concepts and design proposals.

C.5.1 The Contractor shall provide analysis support in the development and evaluation of concepts for Navy TBMD. This effort shall include, but not be limited to, development of plans and design documents, analysis and engineering involving definition and validation of doctrine, battle management and communications requirements; concepts and new technology evaluation; definition of overall Anti-Air Warfare (AAW) requirements and force structure requirements; integration of interceptors; integration of Cooperative Engagement Capability (CEC); support of Integrated Product Teams (IPTs); and support of critical experiments. (CDRL A002, A004)

C.5.2 The Contractor shall provide analysis support in analyzing test data. (CDRL A004)

C.5.3 The Contractor shall participate in working groups/briefings related to TBMD efforts. (CDRL A006)

C.5.4 The Contractor shall support the development, modification, verification, validation and documentation of Hardware In Loop (HIL) and simulation models as required to perform the above tasks. (CDRL A004, A005)

### **C.6 SYSTEM ANALYSIS**

The Contractor shall provide technical and engineering expertise with the Aegis Weapons System (AWS) to support the analysis of Fleet operational data, assist in problem resolution, and support analysis of data gathered during special tests. (CDRL A004)

C.6.1 The Contractor shall participate in Aegis computer program maintenance and testing, including maintenance of a database reflecting the status of deployed baselines. The Contractor will review planned upgrades and develop proposals for additional improvements from a multi-element perspective. (CDRL A004, A005)

C.6.2 The Contractor shall maintain a database of Weapon System Performance Assessment/ Weapon System Performance Review observations. The Contractor shall develop test and evaluation requirements and objectives to validate the performance of AWS upgrades, participate in testing and event reconstruction, and work with NSWCDD and other agencies to resolve problems. (CDRL A002)

C.6.3 The Contractor shall perform system assessment and engineering analysis of data gathered during special test events and/or engineering demonstrations. The Contractor shall assess possible AWS upgrades using results extrapolated from these events. The Contractor shall develop detailed target characterizations using AN/SPY-1 radar data. (CDRL A004)

C.6.4 The Contractor shall develop briefing materials, issue papers and technical reports in support of the above tasks. (CDRL A002, A003 and A004)

## **C.7 SHIP INTEGRATION**

C.7.1 The Contractor shall provide ship checks, shipboard trouble shooting, and computer program testing related to the resolutions of emergent Aegis Combat System, Mark 7 integration issues, as required for both ship-at-sea and in-port periods. (CDRL A004)

C.7.2 The Contractor shall provide technical design reviews of Aegis Combat Systems alteration documentation and packages. (CDRL A003)

C.7.3 The Contractor shall support meetings related to Aegis Combat System Ships integration issues as required. (CDRL A006)

C.7.4 The Contractor shall provide technical support and coordination for ships integration efforts involving non-Mark 7 systems and equipment. (CDRL A004)

## **C.8 MODERNIZATION**

The Contractor shall provide system engineering support for Aegis Combat System Modernization. Much of the support will be for emergent requirements requiring quick turn around.

C.8.1 The Contractor shall review and develop engineering change proposals, interface change requests and design specification changes. The Contractor shall review and develop engineering change reports, interface change requests, and design specification changes proposed for inclusion in the Aegis Combat System. (CDRL A004)

C.8.2 The Contractor shall support development of new concepts and engineering designs for proposed upgrades to ACS/AWS in "forward fit" and "backfit" baselines. The Contractor shall consider impacts to Aegis cornerstones, system resources, equipment, and computer programs. In addition, the Contractor shall assess integration and functional allocation options. The new concepts and designs may pertain to new systems and/or modifications to existing systems. (CDRL A004)

C.8.3 The Contractor shall provide ACS and AWS expertise to the Aegis Modernization War Room. The Contractor shall provide system engineering expertise to evaluate ACS/AWS modernization proposals and shall support Aegis Modernization War Room briefings, meetings, discussions, and presentations. (CDRL A002, A003 & A004)

C.8.4 The Contractor shall support NSWCCD in technical meetings pertaining to all elements of Aegis Combat System Engineering. (CDRL A006)

## **C.9 COMBAT SYSTEMS SITES ENGINEERING AND ANALYSIS SUPPORT**

The Contractor shall provide Combat Systems Sites Engineering and Analysis Support in the areas of Digital Switching, Digital Component and System Prototyping, Electrical and Fiber Optic Cabling, Activation Planning, and MILCON Planning.

### **C.9.1 Digital Switching**

The Contractor shall provide engineering and analysis support for electrical and fiber optic digital switching at combat system shore sites. This includes: (1) analysis of switching performance and obsolescence issues at combat system sites, (2) identification of new switching systems and interface requirements, (3) assessment of existing electrical and fiber optic switching products for application at other combat system sites, and (4) preparation and maintenance of budgetary estimates and related presentation materials for explaining and supporting switching

issues. The contractor shall prepare and submit engineering and analysis studies and reports in electronic format (CDRL A004).

#### C.9.2 Digital Component and System Prototyping

The Contractor shall design and test prototypes of electrical and fiber optic components and systems intended to improve digital switching performance and/or relieve obsolescence issues at combat systems sites. This includes: (1) design and testing of replacements for existing switching components or switching systems, including prototype Application-Specific Integrated Circuits (ASICs) and Multi-Chip Modules (MCMs), (2) development and testing of additional interfaces for the Aegis Sites Switching / Data Transfer System (DTS), such as the Naval Tactical Data System (NTDS) Type F (MIL-STD-1553B) interface, (3) planning, specification, and analysis of environmental testing for combat system components, including but not limited to vibration, temperature, humidity, salt fog, shock, vibration, inclination, magnetic field, acoustic noise, electromagnetic interference, fungus, altitude, and pressure testing; and (4) assisting in safeguarding the Government's Intellectual Property rights relating to switching, including the preparation of Government patent applications. The contractor shall prepare and submit engineering and analysis studies and reports in electronic format (CDRL A004).

#### C.9.3 Electrical and Fiber Optic Cabling

The Contractor shall provide engineering and analysis support for electrical and fiber optic cabling at combat system sites. This includes: (1) generation and/or interpretation of cable block diagrams and cable run sheets for selected installations, (2) assessment and quantification of required materials for particular cable builds, including conductors, connectors, and associated parts, and (3) tracking the fabrication, testing, shipment, installation, and labeling of cables at combat system sites supported by NSWCDD. The contractor shall prepare and submit engineering and analysis studies and reports in electronic format (CDRL A004).

#### C.9.4 Activation Planning

The Contractor shall provide engineering and analysis support for activation planning at combat system sites. This includes: (1) generation and/or interpretation of activation plans, schedules, room arrangement drawings, interface block diagrams, and configuration definition documents for selected facilities, (2) tracking the order and receipt status for military and commercial components intended for installation within a particular site, (3) analysis of installation control drawings to assure adequate space, floor support, heating, ventilation, and air conditioning, cooling water, and electrical power, and (4) interfacing with construction contractors on topics such as construction progress, utilities, monitoring systems, security requirements, and finishing specifications, to assure a smooth transition between construction and activation phases. The contractor shall prepare and submit engineering and analysis studies and reports in electronic format (CDRL A004).

#### C.9.5 MILCON Planning

The Contractor shall provide engineering and analysis support for combat system sites Military Construction (MILCON) Planning. This includes: (1) assisting the Government in identifying and describing projected construction requirements in accordance with the Facility Planning Criteria for Navy and Marine Corps Shore Installations (NAVFAC P-80), including assessment of laboratory, office, and utility square footage requirements; preliminary floor plans; and associated briefings, (2) assisting the Government in preparing and updating MILCON planning documentation such as Project Data Forms (DD Forms 1391) and Basic Facilities Requirement (BFRs), and (3) assisting the Government in generation of MILCON-related Program Objective Memoranda (POM) issue papers. The contractor shall prepare and submit engineering and analysis studies and reports in electronic format (CDRL A004).

### **C.10 OPEN ARCHITECTURE SYSTEMS ENGINEERING SUPPORT**

C.10.1 The contractor shall provide combat systems engineering expertise in support of Open Architecture. The contractor shall perform functional allocations and decompositions, provide architectural evaluations and

recommendations, and assess war fighter and combat systems impacts of proposed OA recommendations. Test planning, design, execution, and analysis and reporting shall be conducted in a joint environment as a means to further evaluate and certify combat systems in an Open Architecture across a Battle Group and in a Joint context. The contractor shall identify interoperability issues and assist in the prioritization and development of design options of the fixes. Performance will be measured and assessed with recommendations provided on how best to improve on the results. Metrics and measures will be defined in support of the performance-based assessment, and tools will be developed and/or refined to meet the needs of the OA engineering community. Measures of Effectiveness (MOEs) and Measures of Performance (MOPs) shall be developed in support of certification testing and a Data Management and Analysis Plans (DMAP) and Data Management and Analysis Reports (DMAR) shall be developed to document the approach and findings, respectively. Certification guidelines shall be developed for OA combat systems testing.

**C.10.2 Generic Systems Engineering Support** – The contractor shall provide generic systems engineering support services to NSWCDD. This includes preparing point papers, information status reports, technical reviews/reports and presentations; maintaining configuration information and planning/operational aids such as schedule or milestone charts using various applications such as Microsoft Word, PowerPoint, Microsoft Project, and in various forms such as hardcopy (black and white and color), viewgraphs and electronic formats; and attend Progress Reviews, Preliminary Design Reviews, Critical Design Reviews or other meetings and reviews and record minutes and action items and distribute. The contractor shall establish and maintain a Quality control Program for all products/data generated under this contract which will ensure quality and consistent products.

## **C.11 MODELING AND SIMULATION**

The Contractor shall develop, modify, and maintain models and simulations necessary to support areas C.1 through C.12.

C.11.1 The Contractor shall assess the capabilities, limitations and applicability of existing models and simulations to engineering and analysis issues. (CDRL A004)

C.11.2 The Contractor shall support verification, validation, and accreditation of models and simulations. (CDRL A004)

C.11.3 The Contractor shall develop graphical user interfaces for simulations. (CDRL A002 & A005)

C.11.4 The Contractor shall support development/conversions of simulations in High Level Architecture. (CDRL A002 & A005)

C.11.5 The Contractor shall develop datasets/rulesets to represent Naval systems in outside simulations (e.g. EADSIM, EADTD and Smart Product Model). (CDRL A002 & A005)

C.11.6 The Contractor shall install upgrades to in-house simulations such as SPECTRM, ANDROMEDA, and the Standalone Sensor Simulation. (CDRL A002 & A005)

C.11.7 The Contractor shall develop briefing materials, issue papers and technical reports in support of the above tasks. (CDRL A003)

## **C.12 FOREIGN MILITARY SALES (FMS)**

The Contractor shall provide support in the development and engineering functions for Purchasing Nation's (PN) baselines.

C.12.1 The Contractor shall participate in PN's FMS In Process Reviews (IPR), System Design Reviews (SDR), Preliminary Design Reviews (PDR), and Critical Design Reviews (CDR), and post-CDR SCRIBE. The Contractor shall review and analyze specifications and other documentation, generate and submit comments in accordance with the Element Review Team/Navy Review Team (ERT/NRT) process, participate in comment adjudication with the

developer, and attend and participate in required Review Team meetings. The Contractor shall participate in the development of technical papers and/or technical reports, and review of Computer Program Change Requests (CPCR), Specification Changes (SC), Interface Change Requests (ICR), Engineering Change Proposals (ECP), and Fleet advisories written against U.S. baselines for applicability to PN baselines. (CDRL A002, A004 & A006)

C.12.2 The Contractor shall also provide support for the Aegis Combat System Interface Simulator (ACSIS) and Aegis Combat System Training System (ACTS) as related to PN's baselines, and support the foreign FMS Combat System configuration control process. (CDRL A002)

C.12.3 The Contractor shall provide system engineering support for Baseline engineering. To accomplish this task, expertise is required in Air Warfare (AW), Surface Warfare (SW), Undersea Warfare (UW), and TBMD.

C.12.3.1 The Contractor shall review and develop Engineering Change Proposals, Interface Change Requests and design specification changes. The Contractor shall review and develop Engineering Change Reports, Interface Change Requests, and design specification changes proposed for inclusion in the PN's ACS. (CDRL A002)

C.12.3.2 The Contractor shall develop new concepts and engineering designs for the PN's ACS as a result of emergent requirements. Pursuant to this, the contractor shall consider impacts to Aegis cornerstones, system resources, equipment, and program requirements, and shall assess integration options and functional allocation options. The new concepts and designs may pertain to new Systems and existing Systems. (CDRL A004)

C.12.3.3 The Contractor shall perform engineering studies and analyses on PN's ACS improvements. These improvements may pertain to new systems, or improvements of existing systems. (CDRL A004)

C.12.3.4 The Contractor shall provide engineering review and critique of PN's Combat System proposals and efforts, identifying engineering shortfalls, key trade requirements, additional option considerations, as well as general assessment of concepts/ideas and/or methodologies being pursued. (CDRL A004)

C.12.3.5 The Contractor shall support NSWCCD in technical meetings pertaining to all elements of PN's Aegis Combat System Engineering. The contractor shall provide support in technical meetings concerned with the topics of subtasks C.14.3.1, C.14.3.2, and C.14.3.3 as they relate to Aegis. (CDRL A006)

C.12.4 The Contractor shall support the development of advanced PN's ACS baselines by exploring ways of improving the war fighting systems, evaluating proposed systems for applicability to the advanced PN's ACS, and developing prototype systems and/or models to analyze the various attributes and integration methods available for these upgrades/advanced systems.

C.12.4.1 The Contractor shall provide an evaluation of the specified system or improvement proposed for inclusion into the PN's ACS. For each specified evaluation, the Contractor shall prepare a technical report documenting his findings. Topics that should be addressed in these reports include impact to Aegis Cornerstones, impact to system resources, equipment/program requirements, assessment of integration options, functional allocation options, and recommendations for integration of the system or improvement in a PN's ACS baseline. Each of these reports shall be tailored to fit the specific item under evaluation with an annotated outline being prepared and approved prior to generation of the technical report. (CDRL A002)

C.12.4.2 The Contractor shall prepare technical reports for concepts based upon system and/or technologies that the Contractor identifies which may be beneficial to the PN's ACS. Proposals and general descriptions of the concepts envisioned shall be briefed to the COR prior to commencing work under this tasking. For any approved item, the Contractor shall develop a detailed technical report which describes the concept, describes the expected benefits associated within the PN's ACS, and provides a preliminary assessment of the resources in terms of space, weight, cooling equipment, computer programs and interfaces, and manning. An annotated outline shall be prepared and approved prior to the formal generation of the technical report. (CDRL A004)

C.12.4.3 The Contractor shall provide engineering support in the area of prototype/model definition. He shall perform prototype development and/or evaluation of candidate systems as required. Evaluation of integration options and functional allocation of specified prototypes shall be performed for specified systems/prototypes. (CDRL A004)

C.12.4.4 The Contractor shall develop measures of performance and/or assist in the performance assessment of a given system/prototype. The contractor shall develop a plan of action and milestones for the specified effort which clearly defines the resources required, definition of responsibilities by organization, expected products and when they shall be available, and overall schedule of the effort. Upon acceptance of the plan, the functions allocated to the contractor in the plan shall be performed. (CDRL A002 & A004)

C.12.5 The Contractor shall provide engineering, modeling and analysis support for the development and/or evaluation of Ballistic Missile Defense (BMD) concepts and design proposals for PN baselines, as tasked in Section C.5. (CDRL A002, A004, & A005)

C.12.6 The Contractor shall provide technical and engineering expertise with the PN's Aegis Weapons System (AWS) to support the analysis of Fleet operational data, assist in problem resolution, and support analysis of data gathered during special tests as tasked in Section C.6. (CDRL A002, A003, A004, A005 & A006)

C.12.7 The Contractor shall develop, modify, and maintain models and simulations necessary to support PN baselines as tasked in Section C.13. (CDRL A002, A003, A004, A005 & A006)

### **C.13 PROGRESS REPORTING**

C.13.1 In support of the technical and business management of this contract, the Contractor shall comply with the following requirements.

C.13.2 Participate in formal and informal reviews on the technical activities being conducted under this contract. These reviews may be at the contract or work area level.

C.13.3 Provide a monthly progress report as described below, and in accordance with CDRL item A001. This report shall reflect both prime and, if appropriate subcontractor data (at the same level of detail). The report is comprised of two main areas: contract summary and a work area (i.e. Human Engineering, TBMD, Training Analysis, Ship System Analysis, etc.) summary.

C.13.3.1 Contract Summary - Each contract progress report shall include the following:

- a. Contract number, period of performance, total value;
- b. Listing of all contract modifications to include modification number, effective date, and purpose;
- c. Listing of all Work Areas/ POA&M: title, Periods of Performance, level-of-effort, total value, funded value, current expenditures, cumulative expenditures, balance of funds available, and current status (Active or Completed);
- d. Provide a listing of all contract Key Personnel to include: name (both of person originally proposed and subsequent substitution, if applicable), contract and contractor labor category, % of availability (both as originally proposed and actual), function on which proposed, and work areas to which assigned;
- e. Expenditures - Statistical information shall be provided as specified below.
  - 1) A graph shall be provided showing overall planned professional man-hour expenditures and actual total professional man-hours expended. Narrative information shall be included to explain significant deviations from the plan. The graph shall be supported by a table (below the graph) showing monthly planned and actual expenditures.
  - 2) A graph shall be provided showing overall dollar expenditures. The graph shall identify contracted, planned, actual, and funded amounts. Narrative information shall be included to

explain significant deviations from the plan. The graph shall be supported by a table (below the graph) showing monthly planned and actual expenditures along with amount funded.

- f. Classified Government Furnished Information (GFI) received to include: title, date received, person from whom received, classification, and disposition.
- g. A cumulative listing of GFE provided to include identification of the item (name, serial number, model number and plant account number), date received, and date returned (if applicable). GFE is understood to include those non-consumable material items, which are direct charged to the contract as well as equipment, etc., actually provided by the Government.

C.13.3.2 Work Area Summary - the following information shall be provided for each active work area:

- a. Title, period of performance, Contractor's manager, Government's TPOC.
- b. Discussion of technical effort to include: Progress, problems/resolutions, and plans (both near and long-term).
- c. Milestone chart(s) if appropriate to the effort.
- d. Expenditures, by individual work area:
  - 1) Man-hours
    - a) A graph showing planned and actual expenditures. Numerical values shall be identified for the values plotted.
    - b) Names of key personnel listed by contract labor category to include current, cumulative and proposed man-hours.
  - 2) Dollars
    - a) A graph showing planned and actual expenditures. Numerical values shall be identified for the values plotted
    - b) Detailed supporting data for all current expenditures. Travel expenditures shall be supported by per trip information to include date(s) of travel, names of traveler(s), point of origin/destination, mode of transportation, per trip cost and daily per diem rate paid. Material costs shall be supported by a detailed explanation of each charge.
- e. Data deliveries during the period to include title/description, DD 1423 reference, date due, date delivered and classification.

C.13.3.3 Format

- a. Except as provided above, contractor format is acceptable with prior COR approval.

## **C.14 PLAN OF ACTION AND MILESTONES AND STAFFING PLAN**

C.14.1 The contractor shall develop a POA&M and staffing plan document for each work element. POA&Ms shall be submitted (electronically via e-mail, in a compatible format) to the COR via the Technical Assistant (TA) and cognizant Branch Head. This document shall include the following:

C.14.1.1 The Contractor shall prepare work element POA&Ms/ Staffing Plan Document, for each work element/ work area, for delivery in accordance with CDRL A007.

C.14.2 The following information shall appear, at a minimum, on each element level POA&M/ Staffing Plan:

- Work Element name (i.e. Spy, Configuration Management, Lotus Notes Training, etc.)
- Date POA&M/ Staffing Plan Submitted (subsequent submissions shall be labeled according to its appropriate Revision Number (Rev-1 for example).
- Contract Number
- Performance Period
- Task/ Element manager (including phone numbers)
- Government Interface: COR and TA (name and code)
- Work Summary/ Description Of Work
- Schedule of events proposed/ planned to accomplish task
- List of deliverables and delivery schedule

Estimated Level Of Effort (LOE) requirement. This section shall include the LOE estimated to perform for the period of the TI. Schedules/ Plans for obtaining additional individuals shall be included, if applicable.

Total Work Area/element cost projection. Estimated cost shall include all cost (management, support, travel, labor, relocations, fees (including award fee if applicable), etc. for that work area for the proposed period of performance.

C.14.3 Each POA&M shall be approved by appropriate contractor officials.

### C.15 TEAMPLAY REQUIREMENT

In keeping with NSWCCD N05's need to:

1. Capture total program/ project level of effort and costs (in a common data base),
2. Maintain an accurate schedule and status of ongoing effort
3. Track interdependencies, assess risk, and develop alternatives
4. Report (total) costs and level of effort back to our sponsor, and
5. Collect matrix useful in planning future efforts,

Contractors are required to report actual technical labor hours worked under this contract (compensated or uncompensated). Labor hours shall be entered/reported (in aggregate) by branch/ element, program, project and activity worked (selected from a pre-populated menu list). Hours will be entered into a Government system accessed via secure internet/ intranet (currently Team Play). Hours shall be due/ entered by noon of the Monday immediately following the period worked. On those occasions when Monday's are an official Government holiday/ closure the hours shall be entered not later than noon on the following Tuesday. Training will be provided as required.

### C.16 CONTRACTOR EXPENSE REPORTING SYSTEM (CERS)

Contractors supporting the NSWCCD Surface Ship Program Office (SSPO), Code N05 shall enter actual funding and LOE expenditures into the CERS. This shall be done on a monthly (more frequently if desired by individual contractor) basis. CERS is a Web-based system, which allows contractors to make "on-line" entry of actual labor hours (by labor category) and expense data into NSWCCD SSPO's budget/ planning system (IBPES).

Dollars and labor hours shall be entered by:

- **Technical Instruction/ Delivery Order (TI/ DO)**
- **ACRN:** Costs shall be provided by ACRN for Current Period, TI/DO to date and Contract to date.
- **Element** (if so funded/ tracked): An element is a component of a combat system or program/ project (i.e. SPY, Weapon Control System (WCS), Fire Control System (FCS), Tactical Systems Group (TSG), etc.).
- **Costs:** Specified by Labor, Travel, and/or ODCs and summarized as Current Period, TI/DO to date, and Contract to date.
- **Hours:** Specified by Labor Category and summarized as Current Period, TI/DO to date, and Contract to date.

The NSWCCD SSPO will provide CERS training on an as required basis.

The Administrative time required to complete CERS data entry and compilation is considered to be within the scope of the current contract; so any applicable costs should be billed to the appropriate CLIN.

### 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.

#### **Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS**

The contractor shall insure that all employees who have a NSWCDD badge and/or bumper sticker turn-in the badge and remove the bumper sticker immediately upon termination of their employment under this contract. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise NSWCDD Physical Security of all changes in their contract personnel requiring NSWCDD base access.

For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall notify

NSWCDD Physical Security in advance of the date, time and location where the NSWCDD representative may physically remove the employee's automobile bumper sticker and retrieve the NSWCDD badge prior to the employee departing the contractor's facility. In the event the employee is separated in his or her absence, the contractor shall immediately notify NSWCDD Physical Security of the separation and make arrangements between the former employee and NSWCDD Physical Security for the return of the badge and removal of the sticker.

**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.

**HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990)**

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal \_\_ dated \_\_ in response to NSWCDD Solicitation No. N00178-04-R-2004.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF

PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

#### **HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

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

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

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

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

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

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

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

before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

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

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

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

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

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

**Section D - Packaging and Marking**

**CLAUSES INCORPORATED BY FULL TEXT**

**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.

**HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)**

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

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

\_\_\_\_\_

(Name of Individual Sponsor)

\_\_\_\_\_

(Name of Requiring Activity)

\_\_\_\_\_

(City and State)

**Section E - Inspection and Acceptance****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
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
5001	Destination	Government	Destination	Government
5002	Destination	Government	Destination	Government

**CLAUSES INCORPORATED BY REFERENCE**

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

**PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURES**

(a) This is a performance-based contract as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan (QASP) included in attachment J.5.

(b) The QASP defines this review and acceptance to be part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site.

<http://cpars.navy.mil>

**Section F - Deliveries or Performance****DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2004 TO 30-SEP-2005		NAVAL SURFACE WARFARE CENTER, DAHLGREN D DEBRA STRAUGHAN ATTN: XDS12 (BLD 183 RM 104) (XDS12@NSWC.NAVY.MIL) 17320 DAHLGREN ROAD DAHLGREN VA 22448-5100 540/653-1182	N00178
			N00178-04-C-2004	
			FOB: Destination	
0002	POP 01-OCT-2004 TO 30-SEP-2005		FOB: Destination	
1001	POP 01-OCT-2005 TO 30-SEP-2006		FOB: Destination	
1002	POP 01-OCT-2005 TO 30-SEP-2006		FOB: Destination	
2001	POP 01-OCT-2006 TO 30-SEP-2007		FOB: Destination	
2002	POP 01-OCT-2006 TO 30-SEP-2007		FOB: Destination	
3001	POP 01-OCT-2007 TO 30-SEP-2008		FOB: Destination	
3002	POP 01-OCT-2007 TO 30-SEP-2008		FOB: Destination	
4001	POP 01-OCT-2008 TO 30-SEP-2009		FOB: Destination	
4002	POP 01-OCT-2008 TO 30-SEP-2009		FOB: Destination	

**CLAUSES INCORPORATED BY REFERENCE**

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I

APR 1984

52.247-55 F.O.B. Point For Delivery Of Government-Furnished Property JUN 2003

52.247-34 F.O.B. Destination . NOV 1991

**CLAUSES INCORPORATED BY FULL TEXT**

**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 FULL TEXT****252.242-7000 POSTAWARD CONFERENCE (DEC 1991)**

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

**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.

**POST-AWARD CONFERENCE**

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

Location/Address: [ \* ]

(b) The contractor will be given [ \* ] 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.

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

**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 [ ] copies, to the contract auditor\* at the following address:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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 \_\_\_\_\_. 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 [ ] 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.
  - X   is not required.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.
- (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.

\* In contracts with the Canadian Commercial Corporation, substitute  
"Administrative Contracting Officer" for "contract auditor".

\*\* Check appropriate requirements.

## **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 120 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.

#### **KEY PERSONNEL – POST-AWARD ADMINISTRATION**

Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes (in the format provided in the

clause entitled, "Resume Format and Content Requirements") shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

## **POST-AWARD CONTRACTOR PERSONNEL APPROVAL**

Requests for post award approval of additional and/or replacement key and non-key personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist [insert Contract Specialist's e-mail address]\* and the Contracting Officer's Representative (COR) [insert COR's e-mail address].\* Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

\* Will be provided at time of award.

## **Ddl-H14 KEY PERSONNEL – DESIRED QUALIFICATIONS**

To perform the requirements of the Statement of Work, the Government desires key personnel with the experience detailed below; this experience must be directly related to the tasks and programs listed in the Statement of Work (SOW). In addition to the experience listed below, general experience in engineering, computer science, mathematics, physical science, or another field appropriate to the labor category employing skills that apply to the accomplishment of the technical objectives of the SOW is a plus and will be favorably considered (such experience may not necessarily meet the desired qualifications listed below), as will experience utilizing automated systems, including personal computers/workstations and basic software applications such as word processors, spreadsheets, graphics/presentation packages, databases, and e-mail.

### **1. PROGRAM MANAGER**

- a. Five (5) years experience in program management of research and development for combat system engineering. Past responsibilities must include managing and controlling schedules, budgets, and technical work.
- b. Five (5) years additional recent management experience specifically directed to research and development aimed at the Aegis Combat System.

### **2. PRINCIPAL SYSTEMS ENGINEER – AEGIS**

- a. Five (5) years experience with military tactical systems engineering including trade-off analyses requirements, design, performance analysis, and test definition.
- b. Ten (10) years experience with the Aegis Combat System including design and performance definition with at least three of the core elements of the Aegis Combat System.

### **3. PRINCIPAL SYSTEMS ENGINEER – COMBAT**

- a. Five (5) years experience with military tactical systems engineering including trade-off analyses requirements, design, performance analysis, and test definition.
- b. Ten (10) years experience in the development of advanced naval ships and combat systems.

### **4. PRINCIPAL SYSTEMS ENGINEER – TACTICAL**

- a. Ten (10) years experience with surface Naval weapons systems including either design, design review, performance analysis, military applications, or operational experience. Experience should be in at least two of the three warfare areas: AAW, ASU/STW, or ASW. This experience should

include five (5) years total experience in the Aegis Combat System including design and performance analysis with at least three of the core Aegis elements.

- b. Five (5) years additional experience in Battle Force Engineering including development and evaluation of C2 system architectures and/or force level battle management policies in multiple warfare areas.

#### **5. PRINCIPAL SYSTEMS ENGINEER – COMMUNICATIONS**

- a. Ten (10) years experience in the design development, testing, integration, and operational employment of tactical datalinks. This experience should include work with Naval Tactical Data Systems (NTDS), Joint Tactical Information Distribution Systems (JTIDS), or Position Locating and Reporting System (PLRS). Experience with other C3I functional areas is highly desirable.
- b. Five (5) years additional experience in the areas of design, development, testing, integration and operational employment of tactical data links for the Aegis Combat System. This experience should include requirements definition, integration and implementation for Link 11 and Link 14. Link 4A experience is highly desirable.

#### **6. PRINCIPAL SYSTEMS ENGINEER – WEAPONS**

- a. Ten (10) years experience in weapon control and fire control for Naval weapons systems for AAW, ASU/STW, or ASW. This experience should include analysis, design, testing, and evaluation of weapon and fire control systems and processes for missile and gun systems used by the surface Navy.
- b. Five (5) years additional experience specifically addressing the analysis, design, and evaluation of track processing systems for weapon control and fire control, including three (3) years experience in weapon control system analysis associated with the Aegis Combat System.

#### **7. PRINCIPAL SYSTEMS ENGINEER – SWITCHING**

- a. Three (3) years experience in management of Research and Development for military Switching Systems.
- b. Five (5) years specific experience with military switching systems engineering, including requirements definition, trade-off analyses, system design, performance analysis, and testing.
- c. Ten (10) additional years general experience in naval combat systems sites engineering and analysis.

#### **8. SENIOR SYSTEMS ENGINEER – AEGIS**

- a. Five (5) years experience with surface Naval weapon systems including a combination of design, performance analysis, definition of military applications, or operational experience. This experience should be associated with at least two of the three areas: AAW, ASU/STW, or ASW.
- b. Five (5) years additional experience in the Aegis Combat System including a combination of design, performance analysis, requirements definition, test definition or trade-off studies with at least two of the core elements.

#### **9. SENIOR SYSTEMS ENGINEER – COMBAT**

- a. Five (5) years experience with surface Naval weapon systems including a combination of design, performance analysis, definition of military applications, or operational experience. This experience should be associated with at least two of the three areas: AAW, ASU/STW or ASW.
- b. Five (5) years additional experience in advanced naval ship and combat system development including a combination of design, performance analysis, requirements definition, or trade studies.

#### **10. SENIOR SYSTEMS ENGINEER – TACTICAL**

- a. Five (5) years experience with surface Naval weapon systems including a combination of design, performance analysis, definition of military application, or operational experience. This experience should be associated with at least two of the three areas: AAW, ASU/STW, or ASW.
- b. Three (3) years additional experience in the Aegis Combat System including design, performance analysis, or other systems engineering activity with at least two of the core Aegis elements.

- c. Two (2) years additional experience in battle force engineering including development and evaluation of C2 system architectures and/or force level management policies in multiple warfare areas.

**11. SENIOR SYSTEMS ENGINEER – COMMUNICATIONS**

- a. Five (5) years experience in the design, development, testing, integration and operational employment of tactical data links. This experience should include work with Naval Tactical Data Systems (NSTD), Joint Tactical Information Distribution System (JTIDS), or Position Locating and Reporting Systems (PLRS).
- b. Five (5) years additional experience in the areas of design, development, testing, integration, and operational employment of tactical data links for the Aegis Combat System. This experience should include requirements definition, integration and implementation for Link 11 and Link 16.

**12. SENIOR SYSTEMS ENGINEER – SWITCHING**

- a. Five (5) years specific experience with military switching systems engineering including requirements definition, trade-off analyses, system design, performance analysis, and testing.
- b. Five (5) additional years general experience in naval combat systems sites engineering and analysis.

**13. MODELING & SIMULATION ENGINEER/ANALYST**

- a. Three (3) years experience in the analysis, development, and testing of software systems, and in the application of computer modeling techniques to the design and development of computer simulation, and in the use of these simulations to accomplish system performance analyses.
- b. Three (3) years additional experience involved in the modeling, simulation, and analysis of weapon systems for the Navy.

**14. ENGINEER**

Seven (7) years experience in work related to military weapons systems.

**15. ENGINEER - SWITCHING**

- a. Five (5) years specific experience with military switching systems engineering including requirements definition, trade-off analyses, system design, performance analysis, and testing;
- b. Four (4) additional years general experience in naval combat systems sites engineering and analysis.

**16. CEDC ADMINISTRATIVE/GRAPHICS SPECIALIST**

- a. One year general office support experience (receptionist, phone attendant, clerk, librarian, etc.), and, one year experience with general office programs including Microsoft Work, Microsoft Excel and office data base entry and query experience, OR
- b. One year of graphic development experience, and one year experience with the following graphic programs: Power Point, Photo Shop and Corel Draw; and one year experience with work processing programs to include Microsoft Work.
- c. Personnel assigned to this category shall directly support an active War Room operation at NSWCDL.

**ADDITIONAL KEY PERSONNEL QUALITY STANDARDS**

To perform the requirements of the Statement of Work, the Government desires additional Key personnel with the experience detailed below; this experience must be directly related to the tasks and programs listed in the Statement of Work (SOW). In addition to the experience listed below, general experience in engineering, computer science, mathematics, physical science, or another field appropriate to the labor category employing skills that apply to the

accomplishment of the technical objectives of the SOW is a plus and will be favorably considered (such experience may not necessarily meet the desired qualifications listed below), as will experience utilizing automated systems, including personal computers/workstations and basic software applications such as word processors, spreadsheets, graphics/presentation packages, databases, and e-mail.

In addition the Government desires personnel with appropriate professional development qualifications. Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offerors ability to perform the contract. It is incumbent upon the offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.

### **RESUME FORMAT AND CONTENT REQUIREMENTS**

All resumes submitted under this contract shall be provided in the following format.

- (a) COMPLETE NAME
- (b) CONTRACT LABOR CATEGORY
- (c) CONTRACTOR'S LABOR CATEGORY
- (d) CURRENT EMPLOYER
- (e) AVAILABILITY (state as a percentage of a total manyear. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).
- (f) LEVEL OF SECURITY CLEARANCE
- (g) CURRENT WORK LOCATION
- (h) PLANNED WORK LOCATION (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.)
- (i) WORK EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. 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. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

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 above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to confusion and need for clarification.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

(j) EDUCATION -- Show all post-secondary as follows:

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

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 above or it may not be evaluated. Experience cited as a substitute for the degree qualification may not also be credited toward fulfillment of labor category experience requirements. Specific classes submitted for consideration shall be identified together with applicable training institution and completion date.

(k) CERTIFICATION -- A certification of correctness of information signed and dated by both the person named and the contractor. 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 NSWCDL Solicitation/Contract N00178-03-R-2029 by (insert Company name) and intend to make myself available to work under the contract to the extent proposed."

Employee Signature and Date

Contractor Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee and contractor certifications shall not be dated earlier than the issue date of this solicitation or effective date of contract, as appropriate.

If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

**FUNDING PROFILE**

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

Total				
Contract	Funds This	Previous	Funds	Balance
CPFF	Action	Funding	Available	Unfunded
[**]				

\*At time of award and on subsequent funding modifications, number of labor hours will be entered.  
 \*\* At time of award and on subsequent funding modifications, appropriate dollar figures will be entered.

**MANDATORY REQUIREMENTS**

a. **Workforce Location** – At least 75% of the technical professional personnel shall be located within a one-hour travel time to NSWCDL, Dahlgren VA.

b. **Facility Security Clearance** – The contractor’s primary facility for supporting this effort must be located within one hour of NSWCDL and be cleared at the TOP SECRET level for both processing and storage.

c. **Technical Professional Personnel Security Clearance** – At least five (5) of the Key Personnel shall possess a TOP SECRET security clearance. All remaining key personnel must have a security clearance of SECRET or higher

**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 5252.232-9104 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>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
	\$	\$	*[ ]

\* Appropriate information will be provided at time of award and on all subsequent funding modifications.

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

ITEM NO.	ITEM DESCRIPTION	QUANTITY	VALUE
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1	HP TAC -3 WORKSTATION M/N HP 9000S/N 6427A00045 P/A MINOR140570	1	\$11,045.00
2	HP WORKSTATION M/N A 1946X S/N 6423A00204 00178952936	1	\$8,000.00
3	HP MONITOR M/N HM4419D S/N 41564607 ACC 00000528	1	\$1,364.00
4	HP MONITOR M/N A1097C S/N 3310J10662 ACC 00000537	1	\$1,364.00
5	KEY BOARDS, MOUSE, TRACKBALL	2	
6	KINGSTON 2 BAY SILO WITH FRAME, CARRIER AND DISK DRIVES M/N DS100-S2MM S/N 98025E9168 M/N PS-2/2/N S/N 200-002025	2	
7	SEAGATE DISK DRIVE M/N ST32272N S/N JL513706, JL537495, JL530660, JL514448 (INSTALLED IN ABOVE SILOS)	4	
8	HP DESKTOP CD ROM M/N C4310A S/N US68415159	1	
9	SCSI CABLES	3	
10	SCSI TERMINATORS	2	
11	HP EXTERNAL 4MM TAPE DRIVE M/N C1520G/H S/N GB00124311 ACC 00003513	1	\$595.00
12	MANAGEMENT CARD - EMME S/N 03873450006010JA ACC 00002756	1	
13	10 BASSET TWISTED PAIR TRANSCEIVER (RJ45, AUI) P/N DET1015 N82-8-5096	2	
14	FIBER CARD P/N FOMIN - 28 S/N 03633400002040pb	1	
15	Intentionally blank		
16	POWER STRIP 70" P/N PS187A N82-8-5102	1	\$67.96
17	TWISTED PAIR CARD P/N TPMIM-24 S/N 05403340337040GE ACC 00002692	1	
18	Intentionally blank		
19	Intentionally blank		
20	Intentionally blank		
21	NES SERVER		**
22	Intentionally blank		
23	CABLETRON CHASSIS/HUB MMAC8		**
24	SMARTUPS RACKMOUNT 700		\$200**
25	CABINET/RACK		**
26	CISCO 2611 ROUTER		**
27	NCD EXPLORA 701: S/N: R0698Z003088, MINOR: 156728; S/N: R1199Z009125, MINOR 156729; S/N: R1199Z009132, MINOR 156727; and S/N: R1199Z009128, MINOR 156730	4	\$3,000 each
28	MODEL: CM 100 MONITOR: S/N: 017058T70200757A, ACC 00003673; S/N: 017058T70200748A, ACC 00003677; S/N: 017058T70200756A, ACC 00003683; and S/N: 017058T70200650A, ACC 00003678	4	\$500 each

\* Accountability is transferred from N60921-94-D-A240 (for Lotus Notes):

\*\* Equipment for the secure data link to CSCAN

**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 \_\_\_\_\_ total man-years 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 overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an overrun 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.

#### **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
52.215-2	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	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.217-8	Option To Extend Services	NOV 1999
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	JUN 2003
52.222-3	Convict Labor	JUN 2003
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
52.225-13 (Dev)	Restriction on Certain Foreign Purchases	JUN 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	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 I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-5	Changes and Changed Conditions	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)	JAN 1986
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
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
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
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003

252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Hawaiian Small Business Concerns	OCT 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	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	MAR 2003
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports of Government Property	MAY 1994
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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed

(End of clause)

### 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 2003) ALTERNATE I (JUN 2003)

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

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net);

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k) including a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of \_\_\_\_\_ [Contracting Officer insert the percentage] percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

\_\_\_\_ Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

(End of clause)

#### **52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$ 0 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)

#### **52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)**

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

#### **52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond \_\_\_\_\_. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond \_\_\_\_\_, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

#### **52.248-1 VALUE ENGINEERING (FEB 2000)**

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
  - (i) In deliverable end item quantities only;
  - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
  - (iii) To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
  - (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
  - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
  - (3) Identification of the unit to which the VECP applies.
  - (4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
  - (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
  - (6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

#### CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(1) 50	25
Cost-	(3) 25	(3)	15	15

reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)			
---	--	--	--

- (1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
- (2) Same sharing arrangement as the contract's profit or fee adjustment formula.
- (3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(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/far/>

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

<http://www.acq.osd.mil/dp/dars>

(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

Attachment J.4 – Ddl-J20 Value Engineering , Jan 2001

Attachment J.5 – Quality Assurance Surveillance Plan

**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
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

**CLAUSES INCORPORATED BY FULL TEXT****52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

(a) Definition. Women-owned business concern, as used in this provision, means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(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)

**52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)**

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PROONet); or

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)\_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

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

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

(3) Be ineligible for participation in programs conducted under the authority of the Small Business 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)

**52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)**

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

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

is  is not a historically black college or university;

is  is not a minority institution.

(End of provision)

**52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

##### (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official  
Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

##### (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal  
Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

##### (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding

the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES  NO

(End of clause)

## **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:

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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**

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
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  DX rated order;  DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

**52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Cost-Plus-Fixed-Fee Term contract resulting from this solicitation.

(End of clause)

**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 XDS12  
 Contracting Officer  
 Room 104, Building 183  
 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/far/>

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

<http://www.acq.osd.mil/dp/dars>

(End of provision)

**252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)**

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

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

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

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

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

(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 H, 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 prepared 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.

(3) 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.

(4) 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
1. Solicitation, Offer and Award (SF 33)	1	1
2. Written Technical Proposal	1	5
3. Oral Presentation Viewgraphs or Diskette	1*	7 paper & 1 disk
4. Cost Proposal	1**	2

\* The viewgraphs should be on paper vice transparencies as paper works best with the equipment in the conference room designated for the oral presentation: electronic media may be used in lieu of paper as detailed under ORAL PRESENTATION – TECHNICAL AND MANAGEMENT UNDERSTANDING/ CAPABILITY.

\*\* In addition to the hard copy, include an electronic copy as addressed under COST PROPOSAL – SPECIFIC REQUIREMENTS – COMPLEX COST REIMBURSABLE CONTRACTS.

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-L24 ORAL PRESENTATION – TECHNICAL AND MANAGEMENT UNDERSTANDING/CAPABILITY

(a) Offerors shall make an oral presentation to demonstrate their Technical and Management understanding and capability for this requirement. The presentation shall be followed by a question and answer session. Neither the oral presentation nor the question and answer session will constitute discussions, nor will they obligate the Government to conduct discussions. The following paragraphs provide the rules/requirements for the oral presentation.

(b) Viewgraphs/Slides

(1) The offeror may make the oral presentation from hardcopy viewgraphs or from electronic media (PowerPoint, etc.). The original hardcopy transparencies or the original diskette of the electronic media of the oral presentation shall be submitted in a sealed package, that is submitted with the offer. These transparencies (or diskette) will be held by the Contracting Officer in the sealed package and will be provided to the offeror immediately prior to the start of the Oral Presentation. No other transparencies/diskette may be used during the Oral Presentation. Following the Oral Presentation, the Contracting Officer will retain the original transparencies/diskette. Following contract award, the original transparencies/diskette will be returned, if desired, to the offeror.

(2) Paper copies of the Oral Presentation transparencies or copies of the electronic media - A separate package shall contain the paper copies of the transparencies/slides or the electronic media. These copies, submitted with the offer, will be opened by the Government and will be provided to the Government evaluators for study prior to receiving the Oral Presentation.

(c) General presentation Requirements

(1) Offerors must clearly demonstrate an understanding of Navy policies and procedures and all requirements covered in the RFP. The presentation must be specific, detailed, and complete. The offeror shall clearly demonstrate that he has a thorough comprehension of the Navy's requirement, has the technical capability and competence to fully perform the requirements described in the statement of work, and has the management resources and expertise to successfully carry out a contract of this type. Previously submitted data or prior experience presumed to be known to the Government (e.g., previous contracts performed for the Government) should not be relied upon by the offeror.

(2) The overall quality of the presentation will be evaluated in the context of being representative of the offeror's capabilities. Superfluous material or material which is not directly related to this acquisition should not be presented.

(d) Scheduling Oral Presentations

(1) To assist the Government in scheduling evaluators' time as well as presentation facilities, offerors that intend to submit a proposal as a prime (and make an Oral Presentation) are requested to submit a written non-binding notice of intent to XDS12, at the address shown in block 7 of the SF33, by facsimile or email not later than 10 working days prior to the solicitation closing date

(2) Oral Presentations will be scheduled to begin not earlier than four (4) working days after the solicitation closing date. The order of presentation will be determined by random drawing by the Contracting Officer. No presentation will be scheduled on a Monday or on any day following a Federal holiday. Offerors will be notified of the date, time and location of the Oral Presentation within two (2) working days after the closing date of the solicitation. The Navy reserves the right to reschedule the offeror's Oral Presentation at the discretion of the Contracting Officer. The offeror must make the Oral Presentation on the date scheduled in order to be considered for award.

(3) The Oral Presentation shall not exceed three (3) hours in length. Breaks (2 breaks of 15 minutes each) will be called by the presenters. The breaks will not be included in the limitation for the Oral Presentation. The presentation will be followed by an approximate 1 ½ hour break and then a question and answer session. The oral presentation will be made in the Government's facility. The Government will provide and set up the necessary viewgraph projector and screen. If the offeror elects to use electronic media, the offeror shall be responsible for furnishing all equipment (not including screen) for making the presentation. The presentation schedule will be included in the date notification given the offeror. The presentation schedule is anticipated to be similar to the one shown below:

0800 Presentation room opened

0815 Sealed transparencies opened  
 0830 Presentation begins  
 (two (2) fifteen minute breaks)  
 1200 Presentation ends, break begins  
 1300 Question and answer period begins  
 1330 Question and answer period ends

(e) Rules for the Oral Presentations

(1) The time limit for the Oral Presentation will be strictly enforced. The starting times and length of the break(s) are adjustable. The offeror is responsible for keeping track of the remaining time.

(2) There is no limit to the number of transparencies/slides in the Oral Presentation; however, only those transparencies/slides presented will be considered for evaluation purposes.

(3) Offerors are limited to the use of pre-prepared overhead transparencies/slides only. The transparencies/ slides and hard copies thereof shall be consecutively numbered. During the question and answer session, the contractor may “create” new transparencies through the use of blank transparencies and markers. Necessary materials shall be provided by the contractor. The Contracting Officer will retain these original transparencies.

(4) Presenters shall be senior level Key Personnel the offeror will actually employ to perform the work under the prospective contract and shall include the proposed Program Manager. The offeror is encouraged to have proposed subcontractor personnel participate. The same presenters shall be present for the question and answer session and shall address questions directed to them. In addition to the presenters, offerors may also have no more than one additional person attend as an observer. A list of presenters and observer’s names (to include corporate affiliation and title) shall be provided with submission of the hardcopy transparencies/ slides. If any last minute substitutions are necessary, an updated list of presenters shall be provided to the Government prior to the start of the presentation. No substitutions (of presenters or observers) will be allowed between the oral presentation and the Q&A session.

(5) The presentation will not be recorded. Neither the Navy nor the offeror will videotape or use audio or video recording devices of any kind.

**TECHNICAL PROPOSAL – SPECIFIC REQUIREMENTS – PERSONNEL, PAST PERFORMANCE, AND MANDATORY REQUIREMENTS**

The offeror's written technical proposal shall consist of the following items:

<u>Description</u>	<u>Paragraph Reference</u>
Contract Mandatory Requirements	(a)
Technical Workforce Staffing Matrix	(b)
Technical Workforce Resumes	(c)
Subcontracting/Teaming/Consulting Agreements	(d)
Past Performance	(e)

(a) **Contract Mandatory Requirements** – The offeror shall address his ability to (or plans for meeting at time of award) meet each of the mandatory requirements, as discussed in Section H, “Mandatory Contract Requirements.”

(b) **Key Personnel Staffing Matrix** – The offeror shall provide a summary matrix of all Core Technical personnel. This matrix will be evaluated against both the Resumes and the SOW for consistency. The following information shall be submitted:

- Proposed individual’s name
- Contract Labor Category ( and Company Labor Category if title is different)
- Percentage of time available under resultant contract
- Degree(s)
- Security Clearance Level
- Years of general experience
- Years of specific experience
- Section(s) of the SOW proposed to support, including primary work location
- Section(s) of the SOW in which named individual possesses experience
- Key person on another contract? (yes or no) If yes, provide the contract number(s) and the percentage of time obligated on each contract
- Resume page number

(c) **Key Personnel Resumes** - The minimum number of resumes to be submitted 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 Personnel Workforce member 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.

<b>CONTRACT LABOR CATEGORY</b>	<b>NUMBER OF RESUMES</b>
Program Manager	1
Principal Systems Engineer	7*
Aegis	
Combat	
Tactical	
Communications	
Weapons	
Switching	
Sr. Systems Engineer	6*
Aegis	
Combat	
Tactical	
Communications	
Switching	1
Modeling & Simulation Engineer/Analyst	2
Engineer	1
Engineer – Switching	1
CEDC Administrative/Graphics Specialist	1
<b>TOTAL</b>	<b>19</b>

\* One resume is required for each specific area (listed under the asterisked labor category; offerors are to use discretion for the one additional resume required.

(i) In order to facilitate proposal evaluation, all resumes shall be provided in the format specified in Section H. The cutoff for experience claimed shall be the closing date of the solicitation. Resumes without the

certification required in Section H may be unacceptable and may not be considered. The employee and offeror certifications shall be dated after 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.

(d) **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 Support) 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.

(e) **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. Of particular interest are quality of the product/service, timeliness of performance, cost control, business relations, and overall customer satisfaction. The extent of prior use of small, small disadvantaged, and women-owned small businesses as subcontractors will also be considered. Data will also be collected on the scope of work required under previous contracts, the terms 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 a maximum of five (5) relevant contracts (currently or recently active):

- (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.3.2.1) 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 PPIRS. The Government intends to review Past Performance Information Retrieval System (PPIRS) data and other existing past performance rating on relevant contracts.

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

(i) The offeror is responsible for the distribution of all Past Performance Questionnaires (Attachment J.4) for all contracts not listed in PPIRS. Questionnaires should be distributed promptly 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 XDS125  
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.

## **ORAL PROPOSAL – SPECIFIC REQUIREMENTS**

The offeror's oral presentation shall consist of the following:

## TECHNICAL UNDERSTANDING/ CAPABILITY

1. Future Ship Development
2. Modernization
3. Surface and Strike Warfare Engineering

## MANAGEMENT CAPABILITY

1. Management Plan
2. Quality Control & Subcontractor Control
3. Transition Plan
4. Personnel Recruitment/ Retention/ Skills Improvement

A. Technical Understanding / Capability – Three (3) technical scenarios are to be presented.

### 1. Future Ship Development

Discuss issues involved in developing the future Surface Combatant Family of Ships (SCFOS), including DD(X), CG(X) and the Focused Mission Ship, using not only a total ship systems engineering approach at the individual ship class level, but also an approach which includes integration of these ship classes with each other and interoperability within the overall Navy/ Joint/ Allied frameworks. Include in the discussion all aspects of the ship design process, including technology insertion, system tradeoffs, requirements and functional allocations, support structures, and integration of existing systems/ weapons.

### 2. Modernization

Discuss issues involved in providing enhanced equipment and system performance on board existing Aegis ships. This would include the integration of existing and new equipment and computer programs into the combat and support systems. It may include new missile types into the Aegis Weapon System to support Anti-Air Warfare and other operations. Identify the requirements for command and control, readiness, training, and other potential system elements which may enhance the combat and support system performance. Develop options for allocating requirements to existing weapon system elements.

### 3. Surface and Strike Warfare Engineering

Discuss the issues in enhancing the Aegis ships surface and strike warfare capabilities. Identify options in sensors, weapons, battle management and combat system modifications required for these enhancements. Identify performance assessment studies required to develop the capability. Discuss the impact on the Aegis Combat System elements and identify the requirements down to the B1 level.

For each of the scenarios the offeror shall demonstrate:

- a. Soundness of Approach
- b. Knowledge of Aegis and Next Generation Systems and Capabilities
- c. Knowledge of Technology
- d. Understanding of the System Engineering Process

a. **Soundness of Approach** - The reasonableness and clarity of the technical approach, schedules, and staffing plan.

b. **Knowledge of Aegis and Next Generation Systems and Capabilities**- The knowledge of and familiarity with the Aegis and next generation elements, and their interface, and knowledge of how changes affect these elements.

c. **Knowledge of Technology** - The identification of key areas, and knowledge of currently existing, and developmental technology.

d. **Understanding of the System Engineering Process** - The identification and planned use of specific system engineering tools, and analysis techniques including Total Ship System Engineering (TSSE).

B. Management – The offeror shall demonstrate their management capability in the following areas.

a. Management Plan - This element is intended to address items such as the following: Overall management approach (to include approach to ensuring services remain non-personal in nature), proposed organization, corporate resources to be applied to this requirement (facilities, including conference rooms and libraries, equipment, software, etc.), liaison with the COR and TAs, and understanding of and ability to comply with the contract's business management aspects such as progress reporting and invoicing. If multiple work sites will be used, the offeror shall explain the authority of site-managers and how the work is integrated.

b. Quality Control & Subcontractor Control - This element is intended to address the offeror's proposed plan, procedures and processes to ensure the quality and timeliness of all services provided as well as contract deliverables. In addition, the overall effectiveness of these procedures will be judged by the quality of both the technical and cost proposals in terms of form (spelling, grammar, etc.) and responsiveness to solicitation requirements. This element also addresses the offeror's policies and practices regarding the overall management of efforts performed by subcontractors and consultants. If subcontracting or teaming is proposed, the offeror shall state the specific portions of the SOW the subcontractor/team member will perform. The offeror shall address the technical reason for selecting each subcontractor/team member and any previous working relationships. Also of interest are the offeror's procedures for ensuring the quality of services performed and deliverables provided by subcontractors, including the timely reporting of hours and costs.

c. Transition Planning - Since this is a follow-on services contract, transition is considered very important. Of specific interest are the areas of personnel and work product quality. Offerors should describe their intended mode of establishing management and project staffs, creating interfaces for technical and contract administration and taking responsibility for support of current programs without discontinuity of work flow or loss of integrity of the program's current operation. Offers should also identify any services, support or other items that will be required from the Government to facilitate the transition. The Start-Up plan shall be consistent with the offeror's technical presentation and cost proposal, as well as the facilities and personnel staffing portions of the proposal.

d. Personnel Recruitment/Retention/Skills Improvement - This element is intended to address the offeror's personnel management program to include recruitment, retention, and training; as well as personnel augmentation plan for responding to workload fluctuations. Of particular interest is the offeror's ability to identify and provide individuals with hard-to-find skills. Retention includes the offeror's personnel management policies and practices designed to motivate employee performance and encourage longevity with the firm. Of interest in the training area is the offerors' approach toward staff development particularly in the primary functional areas identified in the Statement of Work. Also, the extent of corporate investment (i.e., training funded out of overhead/G&A) in staff development should be addressed. The contractor shall describe the number, location, and function of their indirect charge support personnel. Address all non-key personnel that are proposed for direct charge, including their functions and quantity.

#### **COST PROPOSAL – SPECIFIC REQUIREMENTS – START DATE FOR USE IN COST PROPOSAL**

In order to allow for procurement lead time and a fair and equal evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a contract performance start date of 1 October 2004. This

date is only an estimate of the anticipated contract performance start date and will be used for the purpose of proposal evaluation only. A definitive contract performance start date will be incorporated into the contract award document.

## **Ddl-L32 COST PROPOSAL – SPECIFIC REQUIREMENTS – COMPLEX COST REIMBURSABLE CONTRACTS**

### (a) General

(1) The offeror's cost proposal shall be prepared and submitted in accordance with the following requirements. The format and content requirements provided herein apply equally to both the prime contractor as well as any subcontractors/team members/consultants.

(2) An offeror's proposal is presumed to represent the best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and estimated cost-plus-fixed-fee should be explained in the proposal. For example, if a corporate policy decision has been made to absorb a portion of the estimated cost-plus-fixed-fee, that should be stated in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required and the ability to perform the contract, and may be grounds for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

(3) The cost proposal shall be prepared indicating cost elements and subtotals for each contract year and a total for the entire contract. Note that the contract will not contain options and pricing by Government fiscal year is neither required nor desired. Submit spreadsheets showing all cost elements and calculations in hard copy and on 3.5" diskette in a Microsoft Excel format.

(4) Number all pages in the Cost Proposal (including all appendices or attachments). Provide a table of contents. Also, provide a Compliance Matrix which cross references the Cost Proposal to the solicitation content requirements. No information submitted for evaluation in the Cost Proposal shall be printed in a type font smaller than 10. This includes pricing spreadsheets.

(5) Provide the name, address, and telephone number of the cognizant Government Audit Agency Office and Contract Administration Office.

(6) If the offeror has been authorized to submit invoices directly to the Paying Office, provide a copy of the authorizations from DCAA and the ACO.

### (b) Detailed Instructions by Cost Element

#### (1) Direct Labor

(i) In order to evaluate all proposals fairly, offerors are directed to provide proposed costs based on utilization of the direct technical labor categories stated in Section H. Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal. The labor categories/hours contained in Section L of this solicitation are based on the assumption that individuals/resumes identified at time of award will continue to be made available throughout the life of the contract. Failure to submit a consistent labor mix may be interpreted as the offeror's intention to substitute lesser qualified personnel for original Key Personnel. Offerors shall, therefore, provide a detailed explanation for any significant changes in labor mix by contractor category, solicitation labor category, and contract year.

(ii) Offerors shall base their Cost Proposals on the labor mix shown in the following

chart:

FISCAL YEAR	FY05	FY06	FY07	FY08	FY09	TOTALS
LABOR CATEGORY	Man Years					
Program Manager	1	1	1	1	1	5
Principle Engineer						
Aegis	2	2	2	2	1	9
Combat	1	1	1	1	1	5
Tactical	2	2	2	1	0.5	7.5
Switching	1	1	1	1	1	5
Communications	2	2	1	1	0.5	6.5
Weapons	2	2	2	2	2	10
Senior Engineer						
Aegis	2	2	2	2	1	9
Combat	1	1	1	1	1	5
Tactical	1	1	1	1	1	5
Switching	1	1	1	1	1	5
Communications	3	3	2	2	1.5	11.5
M & S Engineer	4	3	3	3	2.5	15.5
Engineer Switching	2	2	2	1	0.5	7.5
Engineer	27	26	24	22	16.5	115.5
Technical Support	27	26	24	22	16.5	115.5
Total Work Years	79	76	70	64	48.5	337.5

(iii) The above 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 clause "Level of Effort." The Technical Support category above is for junior level technical personnel that are required in direct support of this requirement.

(iv) The Government's estimate of effort is based on work years 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. A minimum of 1,775 compensated regular hours per workyear is required.

(v) FAR 52.237-10 in Section I defines Uncompensated Time (UT) as any hours worked in excess of 40 hours per week without additional compensation. Some firms manage UT through the process of Total Time Accounting (TTA). The effect of UT/TTA is that the total hour worked are charged to the contract/order at a rate less than the individual's regular hourly rate based on a 40-hour workweek. In accordance with FAR 52.237-10 and the need to adequately evaluate all offers, offerors shall:

(A) Identify proposed hours as compensated or uncompensated.

(B) Provide the basis for the number of hours used as well as the mix (i.e., compensated/uncompensated). This data must be verifiable either with DCAA or through the analysis of supplemental statistical data that the offeror includes in the cost proposal.

Administrative hours are to be proposed for each function that is to be direct charged under the resultant contract. The hours/ categories/ functions/ amounts for each of these shall be fully explained and justified. Functions not proposed to be direct charged will be considered overhead in nature and will not be allowed as direct charges under the contract.

(vi) Proposed hours shall be supported by a detailed breakout of an average workyear for exempt and non-exempt employees in the following format:

Description	Exempt	Non-Exempt
One year base hours	2,080	2,080
Subtract Paid Holidays		
Subtract Paid Vacation		
Subtract Paid Sick Leave		
Subtract Other Paid Leave (e.g. Jury Duty, Military Leave, etc.)		
Subtotal – Net Compensated Hours		
Add Uncompensated Overtime Hours		
Total Hours per Workyear		

It shall be noted that the proposed workyear, in order to be evaluated as realistic, should be based on actual historical information rather than 2,080 hours less the quantity of paid absence hours provided for in the offeror's fringe benefit package. This caution is provided because not all employees may take their entire leave entitlement. Following award, administration of the contract and negotiation of the level of effort for delivery/task orders (if applicable) shall be based on the above proposed workyear.

(vii) Offerors shall provide the following workyear information in narrative format:

- (A) List of offeror's paid holidays,
- (B) State the average number of paid vacation days per employee per year,
- (C) State the average number of sick days per employee per year, and
- (D) Describe any other factors used to determine direct and indirect labor hours.

(viii) Corporate, or any other local level management, clerical, and contract business management/administration is considered to be overhead in nature. The offeror is, however, permitted to propose such labor hours as a direct charge if it is in accordance with his standard DCAA approved practice to do so. Such hours shall be added to the total number of hours proposed. The offeror shall clearly state what additional functions are to be direct charged, including administrative word processing, reproduction, library, contract administration (to include support for progress report preparation and invoicing), security administration, contract quality assurance, CDRL review and approval, etc. The additional hours/amounts proposed for each of these functions shall be fully explained and justified.

(ix) Labor Rates for Named Key Personnel - The cost proposal shall reflect actual labor rates expected to be expended in performing the proposed contract; e.g., actual hourly rates for named Key Personnel if such rates will be the basis for billing under the resultant contract, and not a composite rate of individuals within a labor classification or labor category. The Cost Proposal shall contain a table which shows the following for each named person:

- (A) Current (as of the date of proposal submission) actual hourly rate (based on a 40 hour workweek).
- (B) Current decremented hourly rate (if uncompensated overtime is proposed).
- (C) Contract year one hourly rate.
- (D) Applicable contract and contractor labor category.

Rates projected through the life of the contract. Offerors are cautioned that outyear rates must reflect the requirement for replacement of key personnel to have qualifications equal to or better than the key person being replaced.

(x) Key Personnel Growth Rates - Out-year growth in Key Personnel labor categories (key personnel for which resumes are not required to be submitted) must be priced based on category average rates. Offerors shall ensure the proposed rates are realistic because proposed rates will be used to evaluate the reasonableness of proposed rates for negotiation of delivery/task orders, if applicable.

(xi) Non-Key Labor Rates - Category average rates must be proposed for non-Key hours. Offerors shall ensure the proposed non-Key rates are realistic because proposed non-Key rates will be used to evaluate the reasonableness of proposed rates for negotiation of delivery/task orders, if applicable. Proposed non-key rates should not be the lowest rate at which an individual may be provided but rather a representative rate for the category, i.e., a rate that represents the range of education and experience applicable to the category, not just the minimum requirement.

(A) Wage and Salary Plan - For each proposed contractor category identified for both Key and Non-key categories, identify:

- (1) The minimum and maximum hourly rates.
- (2) The current mean and median rate.
- (3) The minimum education and experience requirements.
- (4) Note whether the category is considered exempt or non-exempt.
- (5) Note the current number of contractor employees in each category.

(xii) Include documentation from the cognizant government auditor which shows the offeror's current approved category average rate for each labor category proposed, if applicable.

(xiii) If the contractor does not have established corporate labor categories for which the above information can be provided, the offeror shall provide a narrative justification of the realism of each proposed bid rate.

(xiv) Provide a copy of the overtime policy noting who is paid overtime and the applicable rate.

(xv) Escalation - Labor escalation is defined to include all factors which affect an individual's compensation level to include merit increases, promotions, and cost-of-living adjustments. State the annual labor escalation rate used in the Cost Proposal. Provide a chart that shows the salary history for each proposed named individual for the most recent 3 year period. Show the effective dates for each rate and compute an average annual escalation rate from these data. If a lower escalation rate is proposed than the average rate derived from the above table, specific justification shall be provided as to why the proposed rate should be considered realistic. Describe the management controls to be implemented to hold the actual labor escalation rate to what is proposed. Offerors shall ensure that the proposed escalation rate is realistic as it will be used to evaluate the reasonableness of proposed labor costs for negotiation of delivery/task orders, if applicable.

(xvi) Uncompensated Overtime - If decremented direct labor rates are proposed, either by the prime or by any subcontractor, the Cost Proposal shall include a detailed description, including examples as appropriate, of the manner in which the offeror plans to track and report compliance with the UNCOMPENSATED OVERTIME clause in Section H. Offerors shall note that clause requires reports at the delivery/task order level (if applicable) showing the aggregate percentage reduction in billing rates due to an expanded workweek. If the offeror plans to track delivery of uncompensated overtime by reporting UT hours worked, the offeror shall specifically show in the Cost Proposal, how the number of UT hours reported, in relation to the regular hours worked, accurately represents the actual percentage decrement to labor billing rates. Sample calculation shall be provided. Statements that the offeror's procedures are approved by DCAA are not sufficient.

(2) Other Direct Costs

- (i) Offerors shall use the following unburdened amounts (\$K) for travel and materials:

	FY04	FY05	FY06	FY07	FY08	TOTAL
Travel	\$450,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,050,000

(A) Travel dollars are assumed to reflect Dahlgren, VA as a point of origin and are exclusively for technical travel requirements of the contract and/or individual delivery orders, if applicable. All other travel is assumed to be overhead in nature. If, due to the use of remotely located personnel, including subcontractors, or the offeror's proposed management structure, additional travel is planned to be direct charged, subject to the limitations of Section G herein, it should be added to the above amounts. Failure to do so will make such additional travel unallowable following contract award. Narrative information regarding the basis for the additional amounts should be provided.

(ii) If it is anticipated that subcontractors will need to incur items of Other Direct Costs, they shall be proposed as such (subject to the solicitation requirements with respect to ODCs) or none shall be allowed during contract performance. Offerors shall note that the Realism Assessment will assess the extent to which the travel and material dollars provided above were allocated to proposed subcontractors. Offerors shall, therefore, provide a narrative explanation of the amounts allocated to and proposed by subcontractors or consultants.

(iii) The proposed direct charge of any item, such that title transfers to the Government under the provisions of FAR 52.245-5, Government Property, is not acceptable unless specifically authorized in writing under the contract. Furthermore, if a category of expense is not proposed as a direct charge in the Cost Proposal, it will not be allowed during contract performance unless it is established that there has been a DCAA-approved change in accounting procedures. This restriction is equally applicable to subcontractors.

(iv) Offerors shall specifically state their accounting practices with respect to each of the following items of expense: relocation costs for an individual hired to work on a specific contract/delivery order; copying costs for contract deliverables; material costs for contract deliverables (paper, notebooks, electronic media); computer costs (administrative); computer costs (technical); postage (including overnight delivery charges), long distance telephone and other communication costs (pagers, cellular phone charges, etc.), and training. Offerors shall note that indication that an item is a direct charge under this section will not result in its being allowable as a direct cost during contract performance unless associated costs have been included in the offeror's total proposed cost.

(3) Indirect Costs

(i) Identify each proposed Cost Center. Provide its official name and note the area (organizational, geographic, etc.) to which it applies. Note any restrictions on its applicability to this requirement.

(ii) For each proposed indirect rate (e.g, fringe, off-site overhead, on-site overhead, material handling, G&A, etc.) for each proposed cost center, note the individual elements comprising the pool for the respective rate and their relative weight in relation to the other elements. Note also the specific base to which each rate is applied. Provide this in chart format such as that shown below. For illustration purposes, a fringe pool has been selected.

<u>Weight</u>	<u>Pool Element</u>
xx%	Paid Absences
xx%	Payroll taxes (FICA, Medicare, FUTA, SUTA)
xx%	Paid Absences
xx%	Health Insurance
xx%	Life and other insurance
xx%	Training/education reimbursement
xx%	Retirement, 401K
xx%	Bonus
<u>xx%</u>	<u>Other (specify)</u>

100% Total fringe pool.

(iii) Offerors shall identify their fiscal period and note which fiscal year they are in as of the date of proposal submission.

(iv) Provide a table showing each proposed indirect rate by contract year. If the proposed rates represent blended rates, also show the proposed rates by contractor fiscal year.

(v) Provide a four-year history of actuals incurred for each proposed indirect rate. This history shall include the offeror's most recently completed fiscal year and the three previous fiscal periods. Note whether the actuals have been audited by DCAA. Provide a detailed explanation for rate fluctuations from one year to the next of 10% or greater. For example, an increase of a 30% fringe rate to 33% is a 10% increase.

(vi) With respect to overhead and where teaming arrangements are proposed, it has been noticed that proposed overhead rates may reflect a plan to be co-located with a member of the team resulting in lower overhead costs for one or more of the firms. While this arrangement could be of significant benefit to the technical accomplishment of contract objectives, it may not result in realistic proposed costs because it fails to address the additional office space, furniture, equipment, and other support requirements associated with those individuals who are proposed to work in another firm's space. Where such an arrangement is proposed, the Cost Proposal shall specifically state what agreements have been made regarding these items of cost and shall clearly and specifically demonstrate how and where these costs are reflected in the indirect pool.

(vii) Offerors are notified that the realism of proposed indirect rates will take historical actuals into consideration. Further, indirect rates significantly lower than recent actuals, or declining indirect rates may not be evaluated as realistic unless caps are offered. A composite cap including all burdens applied to direct labor is considered preferable to individual rate caps.

(viii) If a formal Forward Pricing Rate Agreement has been negotiated, provide a copy.

(ix) Provide copies of any DCAA correspondence that approve proposed indirect rates.

#### (4) Subcontracting Costs

Note the planned subcontract type for each subcontractor. The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Any subcontracting costs shall be fully supported. It is the responsibility of the prime contractor and higher-tier-subcontractor (if applicable) to review and evaluate the reasonableness and realism of subcontract cost data and furnish the results of such review and evaluation to the Government as part of the offeror's cost proposal. . Failure to do so may be interpreted as the prime contractor's lack of management expertise in this area.

(5) Consultants. If applicable, provide a detailed listing of consultants expected to be used, rationale for selection and associated costs which are proposed for reimbursement. Identify the corresponding contract labor category for each proposed consultant. Include your analysis that establishes the reasonableness of the proposed hourly rate.

#### (6) Facilities Capital Cost of Money

The offeror shall provide a completed DD Form 1861 - Contract Facilities Capital Cost of Money, if this element is to be proposed. This data shall be specifically identified in the cost proposal.

#### (7) Fixed Fee

Offerors shall state their proposed fixed fee rate and the specific base to which it has been applied. If the proposal reflects a multiple fee rate structure (e.g, a lower fee rate applied to subcontract costs), each rate and the applicable base shall be explicitly identified. Although none is planned at this time, offerors are reminded of the requirements of FAR 45.302-3(c) which provides that no fee shall be allowed on the cost of facilities when purchased for the account of the Government under other than a facilities contract.

(8) Subcontracting Plan

Offerors who are large businesses under the applicable NAICS code shall note the requirement for submission of a Subcontracting Plan. Offerors are cautioned to ensure that proposed small, SDB, and 8(a) subcontractors are considered small businesses under the NAICS code applicable to this acquisition. Offerors are also cautioned to ensure that their proposed direct subcontracting (as reflected in their Subcontracting Plan) is fully consistent with their Technical and Cost Proposals, as appropriate.

(9) Offerors shall note the inclusion of FAR 52.222-46, Evaluation of Compensation for Professional Employees (FED 1993), by reference in Section L. This clause requires the submission of a complete Compensation Plan. This Plan shall be included in the offeror's Cost Proposal.

#### **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 within two (2) weeks after solicitation is issued.

#### **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 REFERENCE**

52.217-5

Evaluation Of Options

JUL 1990

**CLAUSES INCORPORATED BY FULL TEXT****GREATEST VALUE EVALUATION**

(a) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost/price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each identified area. Proposals will be evaluated on the factors listed below, as well as other criteria identified in this section of the solicitation:

Technical Understanding/Capability  
Key Personnel  
Management Capability  
Past Performance

The above-listed evaluation factors are listed in approximate order of importance: Technical Understanding/Capability is twice as important as the Key Personnel Factor. The Key Personnel Factor, Management Capability Factor, and past performance are considered to be of equal importance.

(b) Offerors must meet each of the MANDATORY REQUIREMENTS identified in Section H. An offeror not meeting each of these mandatory requirements (or having acceptable plans for meeting the requirements prior to award) will not be considered as eligible for award.

(c) Each factor and subfactor will be evaluated and rated. A risk assessment will be made on each factor and subfactor. Both risk and the offeror's plans for risk mitigation, if provided, will be evaluated.

(d) The evaluation factors for this award are further defined as follows:

(1) Technical Understanding/Capability – This factor is comprised of three subfactors: knowledge of future ship development, understanding of modernization practices and processes, and surface and strike warfare engineering. All subfactors are equally weighted; their evaluation will be based primarily on the Oral Presentation. The validity and thoroughness of the offeror's presentation, particularly his proposed approach to handling the technical scenarios described in Section L, will be evaluated as specific evidence of his understanding and capability to successfully perform the technical requirements of this contract.

(2) Key Personnel – Evaluation of this factor will be based primarily on the written Technical proposal. This factor addresses the degree to which Key Personnel resumes meet, do not meet, or exceed desired qualifications for the respective key labor categories and the relevance of professional development. In addition, the relevance of individual experience to the technical requirements of the Statement of Work will be assessed using required Personnel/ Statement of Work Allocation Matrix. Resumes are to cover 100% of the key personnel workyears of the Base Period as detailed in Section L. All key personnel workyears are equally weighted for evaluation purposes. Part time resumes will be accumulated to an equivalent workyear and assigned an average rating earned by the grouped resumes. In addition to assessing each individual resume, the entire proposed technical workforce will be assessed for capability to support the SOW with limited ramp-up time.

(3) Management Capability – This factor involves the offeror's ability to handle the non-technical aspects of contract performance; its evaluation will be based primarily on the Oral Presentation. Each offeror's presentation will be assessed to determine the feasibility of the proposed management approach to task achievement and the depth of understanding represented by that approach. The below-listed subfactors are essentially equal in value:

- Management Plan
- Quality Control & Subcontractor Control
- Transition Plan
- Personnel Recruitment/Retention/Skills Improvement

(4) Past Performance – This factor considers the offeror's past performance ratings; its evaluation will be based on the feedback forms included in the offeror's written proposal. The following equally weighted subfactors will be assessed:

- Quality of Products and Services
- Timeliness of Performance
- Cost Control
- Business Relations
- Customer Satisfaction

The offeror's history of subcontracting with small, small disadvantaged, and women-owned small businesses will also be considered.

The Government intends to review Contractor Performance Assessment Reporting System (CPARS) ratings and other existing past performance ratings on relevant contracts. The Government may also review relevant past performance information contained in local files or those of other Government sources. The Government may also consider information from past performance questionnaires, as required by Section L. General trends in a contractor's past performance will also be considered.

(e) Proposals that are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(f) Although cost is the least important evaluation factor, it will not be ignored. The degree of importance of the cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(d) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation.

(e) The Government will evaluate past performance as a factor for award. To allow for the evaluation of the factors and /or subfactors specified in Section M of the solicitation, the Government intends to review Contractor

Performance Assessment Reporting System (CPARS) ratings and other existing past performance ratings on relevant contracts. The Government may also review other relevant past performance information contained in either local files or from other Government sources. The Government may also consider information from past performance questionnaires, if required by Section L. General trends in a contractor's past performance will also be considered. Offerors without a past performance history will be evaluated in a manner that neither rewards nor penalizes the offeror.

(f) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted with only those offerors determined to have a reasonable chance for award.

(g) The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical score if the Contracting Officer determines that to do so would result in the greatest value to the Government.

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**  
(2 Data Items)

Form Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 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.

<b>A. CONTRACT LINE ITEM NO.</b>	<b>B. EXHIBIT</b>	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____
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<b>D. SYSTEM/ITEM</b> AEGIS SYSTEM ENG.	<b>E. CONTRACT/PR NO.</b>	<b>F. CONTRACTOR</b>
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<b>1. DATA ITEM NO.</b> A001	<b>2. TITLE OF DATA ITEM</b> CONTRACTOR'S PROGRESS STATUS AND MANAGEMENT REPORT	<b>3. SUBTITLE</b>
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-MGMT-80227	<b>5. CONTRACT REFERENCE</b>	<b>6. REQUIRING OFFICE</b> NSWCDD N05
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> MTHLY	<b>12. DATE OF FIRST SUBMISSION</b> SEE BLK. 16	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b>		<b>11. AS OF DATE</b> N/A	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> SEE BLK. 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
					Draft	Final

<b>16. REMARKS</b> BLK. 12: FIFTEEN (15) DAYS AFTER END OF MONTH IN WHICH CONTRACT PERFORMANCE BEGINS. BLK. 13: EVERY THIRTY (30) DAYS THEREAFTER BLK. 14: DATA DISTRIBUTION BY E-MAIL IS PREFERRED.  *Each TA shall be provided the portion of the report that addresses his area.	<b>NSWCDD:</b>				
	COR		1	0	
	XDS21		1	0	
	TA		*		
	(SEE BLK. 16)				
	ACOR		1	0	
	<b>15. TOTAL</b> →			3	

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

<b>1. DATA ITEM NO.</b> A002	<b>2. TITLE OF DATA ITEM</b> TECHNICAL REPORT-STUDY/SERVICES	<b>3. SUBTITLE</b> SPECIFICATIONS & DOCUMENTATION
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-MISC-80508A	<b>5. CONTRACT REFERENCE</b>	<b>6. REQUIRING OFFICE</b> NSWCDD N05
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> ONE/R	<b>12. DATE OF FIRST SUBMISSION</b> ASREQ	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b> A		<b>11. AS OF DATE</b> N/A	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> 14 DARC	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
					Draft	Final

<b>16. REMARKS</b> BLK. 8: GOVERNMENT REVIEW, COMMENT AND APPROVAL REQUIRED; REVISIONS AS REQUIRED BASED ON GOVERNMENT COMMENTS. NSWCDD SHALL HAVE SEVEN (7) DAYS FOR REVIEW. BLK. 14: DATA DISTRIBUTION BY E-MAIL IS PREFERRED.	<b>NSWCDD:</b>				
	TA		1	1	0
	COR (COVER LETTER ONLY)				
	<b>15. TOTAL</b> →			1	1

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

<b>G. PREPARED BY</b> <i>[Signature]</i>	<b>H. DATE</b> 8/28/02	<b>I. APPROVED BY</b> <i>[Signature: James D. Fortune, Jr.]</i>	<b>J. DATE</b> 8/28/02
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**ATTACHMENT (1)**

**CONTRACT DATA REQUIREMENTS LIST**  
(2 Data Items)

Form Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 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.

<b>A. CONTRACT LINE ITEM NO.</b>	<b>B. EXHIBIT</b>	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____
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<b>D. SYSTEM/ITEM</b> AEGIS SYSTEM ENG.	<b>E. CONTRACT/PR NO.</b>	<b>F. CONTRACTOR</b>
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<b>1. DATA ITEM NO.</b> A003	<b>2. TITLE OF DATA ITEM</b> PRESENTATION MATERIAL	<b>3. SUBTITLE</b>
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-ADMN-81373	<b>5. CONTRACT REFERENCE</b>	<b>6. REQUIRING OFFICE</b> NSWCDD N05
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> ASREQ	<b>12. DATE OF FIRST SUBMISSION</b> SEE BLK. 16	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b>		<b>11. AS OF DATE</b> N/A	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

<b>16. REMARKS</b> BLK. 12: NLT FIVE (5) DAYS PRIOR TO MEETING/BRIEFING	NSWCDD:			
	TA	1	0	
	*COR (COVER LETTER ONLY)			
	<b>15. TOTAL</b> →		1	

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

<b>1. DATA ITEM NO.</b> A004	<b>2. TITLE OF DATA ITEM</b> TECHNICAL REPORT-STUDY/SERVICES	<b>3. SUBTITLE</b> TECHNICAL REPORT
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<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-MISC-80508A	<b>5. CONTRACT REFERENCE</b>	<b>6. REQUIRING OFFICE</b> NSWCDD N05
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> ONE/R	<b>12. DATE OF FIRST SUBMISSION</b> ASREQ	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b> A		<b>11. AS OF DATE</b> N/A	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

<b>16. REMARKS</b> BLK. 8: GOVERNMENT REVIEW COMMENT AND APPROVAL REQUIRED; REVISIONS AS REQUIRED BASED ON GOVERNMENT COMMENTS. NSWCDD SHALL HAVE SEVEN (7) DAYS FOR REVIEW.  BLK. 14: DATA DISTRIBUTION BY E-MAIL IS PREFERRED.	NSWCDD:			
	TA	1	0	
	COR (COVER LETTER ONLY)			
	<b>15. TOTAL</b> →		1	

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

<b>G. PREPARED BY</b> 	<b>H. DATE</b> 8/28/02	<b>I. APPROVED BY</b> 	<b>J. DATE</b> 8/28/02
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DEPARTMENT OF DEFENSE **77-004-03**  
 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

TOP SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

SECRET

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

a. PRIME CONTRACT NUMBER \_\_\_\_\_

b. SUBCONTRACT NUMBER \_\_\_\_\_

c. SOLICITATION OR OTHER NUMBER \_\_\_\_\_ Due Date (YYMMDD) \_\_\_\_\_

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

a. ORIGINAL (Complete date in all cases) \_\_\_\_\_ Date (YYMMDD) \_\_\_\_\_

b. REVISED (Supersedes all previous specs) \_\_\_\_\_ Revision No. \_\_\_\_\_ Date (YYMMDD) \_\_\_\_\_

c. FINAL (Complete item 5 in all cases) \_\_\_\_\_ Date (YYMMDD) \_\_\_\_\_

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 identified classified material is authorized for the period of \_\_\_\_\_

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

a. NAME, ADDRESS, AND ZIP CODE \_\_\_\_\_

b. CAGE CODE \_\_\_\_\_

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

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) \_\_\_\_\_

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

AEGIS COMBAT ENGINEERING SUPPORT

10. THIS CONTRACT 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"/>	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. FORMERLY RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)	<input type="checkbox"/>	<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 type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Non-SCI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. SPECIAL ACCESS INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. NATO INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input 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:  Direct  Through (Specify): \_\_\_\_\_ submitted for approval prior to release.

**NOT PUBLIC RELEASE AUTHORIZED**

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.)

Classification Guide: OPNAVINST 5513.3B, Enclosure 11, "AEGIS, MK 7"

SEE ATTACHED SHEETS

DEBBY P. STRAUGHAN, Code N05(540)653-1182  
 Contracting Officer's Representative

Estimated Expiration Date:

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements are established for this contract. (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.)  Yes  No

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. (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.)  Yes  No

**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 WARFARE CENTER, CODE XDC94  
 DAHLGREN, VA 22448-5100

e. SIGNATURE  


**17. REQUIRED DISTRIBUTION**

<input checked="" type="checkbox"/>	a. CONTRACTOR
<input type="checkbox"/>	b. SUBCONTRACTOR
<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
<input checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER
<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY

CONTINUATION SHEET - DD FORM 254

All reports containing scientific/technical information (both classified and unclassified) will be marked on both the cover and title page with the following distribution statement: (For Intelligence Data - See Statement Below)\*:

"Distribution authorized to U.S. GOVERNMENT AGENCIES AND THEIR CONTRACTORS ONLY; TEST AND EVALUATION"; (Date statement applied). Other requests for this document must be referred to Commander, Dahlgren Division, Naval Surface Warfare Center, Code N05, Dahlgren, VA 22448-5100.

\*Intelligence data reports - distribution statement as follows: "FURTHER DISSEMINATION ONLY AS DIRECTED BY COMMANDER, DAHLGREN DIVISION, NAVAL SURFACE WARFARE CENTER (CODE T53), DAHLGREN, VA 22448-5100 (DATE APPLIED) OR THE OFFICE OF NAVAL INTELLIGENCE (ONI-52)",

All technical data provided to the contractor by the government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the authorized representative of the contracting officer. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The contractor shall provide adequate physical protection to such information as to preclude access by any person or entity not authorized such access by the government.

Due to the sensitivity of this program, no classified material received or generated under this contract will be transferred to any other contractor or agency without the approval of the Contracting Officer or Contracting Officer's Representative (COR). For intelligence data reports see the intelligence supplement.

Information on this contract is not releasable to personnel possessing reciprocal clearances without the written approval of NSWCDD. For intelligence data reports see the intelligence supplement.

CONTINUATION SHEET - DD FORM 254

All classified visit requests for activities other than Intelligence Community (IC) activities (i.e. DOD or national intelligence agencies) shall have "NEED-TO-KNOW" certified by the individual identified in Item 13.. Visit requests for subcontractors to activities other than IC activities will have "NEED-TO-KNOW" certified by the prime contractor. Requests for all visits to IC activities shall have "NEED-TO-KNOW" certified by the NSWCDD Senior Intelligence Officer (SIO). All requests shall contain the information required by Chapter 6, NISPOM. The time limit on all certifications shall not exceed the contract expiration date. Certifications to IC activities shall be on a case-by-case basis.

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

INTELLIGENCE INFORMATION

Intelligence information required in connection with performance shall be acquired under the direction of the Dahlgren Division, Naval Surface Warfare Center (NSWCDD) Scientific and Technical Intelligence Office (STILO), Code T53. Foreign intelligence will be provided in accordance with DOD Directive, DOD-0000-151C-95, DODIPP Production Procedures; OPNAV Instructions 3880.6 and 3811.1C and NSWCDD Instructions 3880.6A and 3811.1C.

The following conditions of release apply to Foreign Intelligence information.

a. The material does not become the property of the contractor and may be withdrawn at any time. Upon expiration of the contract, all foreign intelligence released and any material using data from such intelligence shall be returned to the NSWCDD Senior Intelligence Officer (SIO) for final disposition. Only with the prior authorization of the Office of Naval Intelligence (ONI-52) via the NSWCDD SIO may the contractor retain such material.

b. The contractor shall not release the foreign intelligence material to any activity or person of the contractors organization not directly engaged in providing services under the contract or to another contractor (including subcontractors), government agency, private individual, or organization without prior approval of the NSWCDD SIO, or ONI-52 via the NSWCDD SIO.

c. Intelligence material shall not be released to foreign nationals or immigrant aliens who may be employed by the contractor, regardless of the level of their security clearance or access authorization, without the prior approval of ONI-52 via the NSWCDD SIO.

d. Intelligence material shall not be reproduced without prior approval of the NSWCDD SIO, or ONI-52 via the NSWCDD SIO. All intelligence material shall bear a prohibition against reproduction while in the custody of the contractor.

CONTINUATION SHEET - DD FORM 254

e. The contractor shall maintain records which contain the names of all individuals granted access to foreign intelligence material in the contractor's custody. These records shall be furnished to the NSWCCD Contracting Officer or the NSWCCD SIO on demand. The contractor shall ensure all individuals granted access to foreign intelligence information are aware of and abide by the controls set forth above.

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Foreign intelligence is defined in SECNAVINST 5510.36 as the product from the collection, evaluation, analysis, integration, and interpretation of intelligence information about a foreign power and which is significant to the national security, foreign relations, or economic interests of the U.S. and which is provided by a Government agency that is assigned an intelligence mission.

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## Ddl-J20 ATTACHMENT J.4 - 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 ideas 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 VECF preparation of the alternative. The VECF 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

Contract Type	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
Incentive (fixed-price or cost)		*	50/50	* 75/25
Cost-reimbursement (other than incentive)		75/25	75/25	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.

QUALITY ASSURANCE SURVEILLANCE PLAN  
CONTRACT NO. N00178-04-R-2004

1.0 The contractor's performance will be evaluated through the Contractor Performance Assessment Reporting System (CPARS). The CPARS evaluation is accomplished on an annual basis in October of each year. The CPARS evaluation will be based on all task orders performed (in whole or in part) during the previous 12-month period. The primary Government official responsible for the CPARS evaluation is the Contracting Officer's Representative (COR) for the contract. The COR may be assisted, as necessary, by other Government individuals having information relevant to the quality of contractor performance.

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

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

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

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

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

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

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