

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO	PAGE OF PAGES 1 130
2. CONTRACT NO.		3. SOLICITATION NO. N00024-13-R-6312	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2050			CODE N00024	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE
TEL: FAX:					TEL: FAX:	

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	
				18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <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 ITEM (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE			25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:			27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Unmanned Influence Sweep System (UISS) CPIF Engineering Development Model (EDM) Unit (See Note J) FOB: Destination	1	Each		
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Provisioned Item Order (PIO) FFP				
OPTION	(See Notes A, E) FOB: Origin				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Engineering Services (See Notes B, E, L) FOB: Destination CPFF	70,000	Hours		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Support for Engineering Services COST For Item 0003 (See Notes B, E) FOB: Destination		Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	UISS EDM Spares for Item 0001 FFP (See Notes A, E) FOB: Destination	1	Lot		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	UISS Tools and Test Equipments	1	Lot		

FFP

OPTION For Item 0001
(See Notes A, E)
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Data				

(DD Form 1423 Exhibits A through F, H, and J)
(See Notes C, G)

NSP-Price included in the price of Items 0001, and (if options are exercised) 0002, 0005, 0006, 0102, 0200, 0201, 0204, 0205, 0206, 0207, 0208, 0209, 0210, 0300, 0301, 0304, 0305, 0306, 0307, 0308, 0309, 0310, 0400, 0401, 0404, 0405, 0406, 0407, 0408, 0409, 0410
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Technical Manuals - EDM				

(DD Form 1423 Exhibit G)

(See Note C)

NSP-Price included in the price of Items 0001 and (if options are exercised) 0005, 0006

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Performance Incentive Fee for Item 0001				

COST

(See Note D)

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Data Rights		Lot		

FFP

OPTION

(See Note E)

Option for the purchase of Data Rights

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0100 OPTION	Engineering Services (See Notes B, E, L) FOB: Destination CPFF	30,000	Hours		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101 OPTION	Support for Engineering Services COST For Item 0100 (See Note E) FOB: Destination		Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102 OPTION	Training FFP (See Notes E) FOB: Destination	1	Lot		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0200		1	Each		
OPTION	UISS Production Unit FPI (See Notes E, K) FOB: Destination				
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	<hr/>
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201		1	Each		
OPTION	UISS Production Unit FPI (See Notes E, K) FOB: Destination				
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	<hr/>
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202		100,000	Hours		
OPTION	Engineering Services (See Notes B, E) FOB: Destination CPFF				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203			Lot		
OPTION	Support for Engineering Services COST For Item 0202 (See Notes B, E) FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0204	Training	1	Lot		
	FFP				
OPTION	(See Note E) FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0205		1	Each		
OPTION	UISS Training System (See Note E, L) FOB: Destination CPFF				

ESTIMATED COST
FIXED FEE _____
TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0206		1	Each		
OPTION	UISS Training System (See Note E, L) FOB: Destination CPFF				

ESTIMATED COST
FIXED FEE _____
TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0207	UISS Production Spares for Item 0200	1	Lot		
	FFP				
OPTION	(See Notes A, E) FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0208	UISS Production Spares for Item 0201	1	Lot		
	FFP				
OPTION	(See Notes A, E) FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0209	UISS Tools and Test Equipments	1	Lot		
	FFP				
OPTION	For Item 0200 (See Notes A, E) FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0210	UISS Tools and Test Equipments	1	Lot		

FFP

OPTION For Item 0201
(See Notes A, E)
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0211	Data				

OPTION (DD Form 1423 Exhibit K)
(See Notes C, E, H)
NSP-Price included in the price of Items (if options are exercised) 0200, 0201, 0202,
0203, 0204, 0205, 0206, 0207, 0208, 0209, 0210, 0300, 0301, 0302, 0303, 0304, 0305,
0306, 0307, 0308, 0309, 0310, 0400, 0401, 0402, 0403, 0404, 0405, 0406, 0407, 0408,
0409, 0410

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0212	Technical Manuals - Updated Production	1	Lot		
	FFP				
OPTION	(DD Form 1423 Exhibit G) (See Notes C, E) FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0213	Interactive Electronic Technical Manual				
OPTION	(DD Form 1423 Exhibit L) (See Notes C, E, H) NSP-Price included in the price of Items (if options are exercised) 0200, 0201, 0204, 0205, 0206, 0207, 0208, 0209, 0210, 0300, 0301, 0304, 0305, 0306, 0307, 0308, 0309, 0310, 0400, 0401, 0404, 0405, 0406, 0407, 0408, 0409, 0410 FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0214	Performance Incentive Fee for Item 0200				
OPTION	COST (See Notes D, E) FOB: Destination				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0215 OPTION	Performance Incentive Fee for Item 0201 COST (See Notes D, E) FOB: Destination				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0300 OPTION	UISS Production Unit FPI (See Notes E, K) FOB: Destination	1	Each		

TARGET COST

TARGET PROFIT

TOTAL TARGET PRICE

CEILING PRICE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301		1	Each		
OPTION	UISS Production Unit FPI (See Notes E, K) FOB: Destination				
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	<hr/>
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302		100,000	Hours		
OPTION	Engineering Services (See Notes B, E, L) FOB: Destination CPFF				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303			Lot		
	Support for Engineering Services COST For Item 0302 (See Notes B, E) FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0304	Training	1	Lot		
	FFP				
OPTION	(See Note E) FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0305	UISS Training System	1	Each		
OPTION	(See Note E, L) FOB: Destination CPFF				

ESTIMATED COST
 FIXED FEE
 TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0306	UISS Training System	1	Each		
OPTION	(See Note E, L) FOB: Destination CPFF				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0307	UISS Production Spares for Item 0300	1	Lot		
OPTION	FFP (See Notes A, E) FOB: Destination				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0308	UISS Production Spares for Item 0301	1	Lot		
OPTION	FFP (See Notes A, E) FOB: Destination				
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0309	UISS Tools and Test Equipments	1	Lot		
	FFP				
OPTION	For Item 0300 (See Notes A, E) FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0310	UISS Tools and Test Equipments	1	Lot		
	FFP				
OPTION	For Item 0301 (See Notes A, E) FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0311	Technical Data Package (TDP)	1	Lot		
	FFP				
OPTION	(DD Form 1423 Exhibit M) (See Notes C, E) FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0312	Performance Incentive Fee for Item 0300				
OPTION	COST (See Notes D, E) FOB: Destination				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0313	Performance Incentive Fee for Item 0301				
OPTION	COST (See Notes D, E) FOB: Destination				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0400		1	Each		
OPTION	UISS Production Unit FPI (See Notes E, K) FOB: Destination				
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	<hr/>
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401		1	Each		
OPTION	UISS Production Unit FPI (See Notes E, K) FOB: Destination				
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	<hr/>
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402	Engineering Services	100,000	Hours		
OPTION	(See Notes B, E, L)				
	FOB: Destination				
	CPFF				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0403	Support for Engineering Services		Lot		
OPTION	COST				
	For Item 0402				
	(See Notes B, E)				
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0404	Training	1	Lot		
	FFP				
OPTION	(See Note E)				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0405		1	Each		
OPTION	UISS Training System (See Note E, L) FOB: Destination CPFF				

ESTIMATED COST
FIXED FEE _____
TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0406		1	Each		
OPTION	UISS Training System (See Note E, L) FOB: Destination CPFF				

ESTIMATED COST
FIXED FEE _____
TOTAL EST COST + FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0407	UISS Production Spares for Item 0400	1	Lot		
	FFP				
OPTION	(See Notes A, E) FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0408	UISS Production Spares for Item 0401	1	Lot		
	FFP				
OPTION	(See Notes A, E) FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0409	UISS Tools and Test Equipments	1	Lot		
	FFP				
OPTION	For Item 0400 (See Notes A, E) FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0410	UISS Tools and Test Equipments	1	Lot		
	FFP				
OPTION	For Item 0401 (See Notes A, E) FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0411	Performance Incentive Fee for Item 0400				
OPTION	COST (See Notes D, E) FOB: Destination				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0412	Performance Incentive Fee for Item 0401				
OPTION	COST (See Notes D, E) FOB: Destination				

ESTIMATED COST

Note A: The vendor shall notify the Government within 10 days of identification of spares that have been ordered whose availability will be negatively affected by Diminishing Manufacturing Sources and Material Shortages (DMSMS) (CDRL D008).

Note B: The Contractor shall furnish Item(s) 0003 and (if options are exercised) 0100, 0202, 0302, and 0402 in accordance with the clause entitled ENGINEERING SERVICES (see Section C). The Man/Hours are estimated amounts of labor hours only, and do not indicate that the Government will necessarily require these amounts or any at all. The Contractor shall furnish an estimated amount for each support Item(s) 0004 and (if options are exercised) 0101, 0203, 0303, and 0403 in accordance with the clause entitled SUPPORT FOR ENGINEERING SERVICES (see Section C.)

Note C: Offeror shall complete the “Price Group” and “Estimated Total Price” blocks of each data item (DD 1423) on the Contract Data Requirements List(s), attached hereto. (Exhibits A-H and J-M)

Note D: Performance Incentives are detailed in Attachment J- 8, Incentive Fee Plan. Determinations of the Government with respect to the amount of the incentive fee to be paid to the Contractor are final, unilateral decisions made solely at the discretion of the Government.

Note E: Option Item to which the option clause in Section I apply and which is to be supplied only if and to the extent said option is exercised.

Note G: Not Separately Priced Items, cost and fee included in Items 0001, 0002, and (if options are exercised) 0005, 0006, 0102, 0200, 0201, 0204, 0205, 0206, 0207, 0208, 0209, 0210, 0300, 0301, 0304, 0305, 0306, 0307, 0308, 0309, 0310, 0400, 0401, 0404, 0405, 0406, 0407, 0408, 0409, 0410.

Note H: Not Separately Priced Items, cost and fee included in Items (if options are exercised) 0200, 0201, 0204, 0205, 0206, 0207, 0208, 0209, 0210, 0300, 0301, 0304, 0305, 0306, 0307, 0308, 0309, 0310, 0400, 0401, 0404, 0405, 0406, 0407, 0408, 0409, 0410.

Note J: The Contractor shall propose a Cost Plus Incentive Fee (CPIF) structure for these item(s). The Contractor shall propose within the following Government/Contractor shareline boundaries:

ITEM	UNDERRUN	OVERRUN
0001	40/60	60/40

Minimum Fee - 0% of Target Cost. Maximum Fee - 8% of Target Cost.

Note K: The Contractor shall propose a Fixed Price Incentive Firm Target (FPIF) structure for these item(s), if option is exercised.

The Contractor shall propose within the following Government/Contractor shareline boundaries:

ITEM	UNDERRUN	OVERRUN
0200, 0201, 0300, 0301, 0400, and 0401	50/50	50/50

Ceiling Price is 120% of Target Cost inclusive of Facilities Capital Cost of Money (FCCOM.)

Note L: The fixed fee rate for all CPFF CLINs is 8%.

CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST/FIXED PRICE) (NAVSEA) (FEB 1997)

This contract includes the following mixture of cost and fixed price line CLINs:

ITEM	TYPE
CPIF CLINs 0001	CPIF
FFP CLINs (if options are exercised) 0002, 0005, 0006, 0010, 0102, 0204, 0207, 0208, 0209, 0210, 0212, 0304, 0307, 0308, 0309, 0310, 0311, 0404, 0407, 0408, 0409, 0410	FFP
CPFF CLINs (if options are exercised) 0205, 0206, 0305, 0306, 0405, 0406	CPFF – Completion Effort
CPFF CLINs (if options are exercised) 0003, 0100, 0202, 0302, 0402	CPFF – Level of Effort
COST CLINs 0009, and (if options are exercised) 0004, 0101, 0203, 0214, 0215, 0303, 0312, 0313, 0403, 0411, 0412	Cost
CLINs 0007, 0008, and (if options are exercised) 0211, 0213	NSP
FPIF CLINs (if options are exercised) 0200, 0201, 0300, 0301, 0400, 0401	FPIF

CLAUSES INCORPORATED BY FULL TEXT

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.

CLAUSES INCORPORATED BY FULL TEXT

LIMITATION OF COST/LIMITATION OF FUNDS (NAVSEA) (SEP 1990)

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.

CLAUSES INCORPORATED BY FULL TEXT

PAYMENT FOR ENGINEERING SERVICES AND SUPPORT (NAVSEA) (JAN 2008)

(a) Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. This information may be included in the Comments tab of the applicable WAWF document. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. These documents may be attached to the invoice as described in the Invoice Instructions in Section G. A copy of each invoice shall be furnished to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(b) Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the Contractor and claimed to be reimbursable and shall be in such form and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may audit the invoice(s) and statement(s) of costs, as appropriate.

(c) Each provisional payment for subsistence and transportation costs shall be subject to reduction to the extent any amount included in the related invoice and statement of costs is found not to be reimbursable under the support item(s) and shall also be subject to reduction for overpayment or to increase for underpayment on preceding invoices. Any disputes under this requirement shall be determined in accordance with the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

CLAUSES INCORPORATED BY FULL TEXT

PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to Eight percent (8%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee

exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

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PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to Eight percent (8%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money) Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

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PROVISIONING TECHNICAL DOCUMENTATION – WITHHOLDING OF PAYMENT (NAVSEA) (SEP 1990)

(a) For the purpose of paragraph (c) of the "PROGRESS PAYMENTS" clause of this contract, if included, the requirement that the Contractor develop and deliver Provisioning Technical Documentation (PTD) is considered to be a "material requirement of this contract," and Contractor failure to make adequate progress in the development of PTD, or to deliver acceptable PTD on a timely basis, may result in reduction or suspension of Progress Payments as provided in said paragraph.

(b) The PTD is considered to be a part of the "Technical Data" specified to be delivered under this contract for the purposes of the "TECHNICAL DATA--WITHHOLDING OF PAYMENT" (DFARS 252.227-7030) clause. The terms

and conditions of the clause entitled "LIMITATION ON WITHHOLDING OF PAYMENTS (FAR 52.232-9), if included in this contract, shall not apply to withholding of payment for failure to make timely delivery of the PTD or delivery of deficient PTD.

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REFUNDS (SPARES AND SUPPORT EQUIPMENT) (NAVSEA) (SEP 1990)

(a) In the event that the price of a spare part or item of support equipment delivered under this contract significantly exceeds its intrinsic value, the Contractor agrees to refund the difference. Refunds will only be made for the difference between the intrinsic value of the item at the time an agreement on price was reached and the contract price. Refunds will not be made to recoup the amount of cost decreases that occur over time due to productivity gains (beyond economic purchase quantity considerations) or changes in market conditions.

(b) For purposes of this requirement, the intrinsic value of an item is defined as follows:

(1) If the item is one which is sold or is substantially similar or functionally equivalent to one that is sold in substantial quantities to the general public, intrinsic value is the established catalog or market price, plus the value of any unique requirements, including delivery terms, inspection, packaging, or labeling.

(2) If there is no comparable item sold in substantial quantities to the general public, intrinsic value is defined as the price an individual would expect to pay for the item based upon an economic purchase quantity as defined in FAR 52.207-4, plus the value of any unique requirements, including delivery terms, inspection, packaging or labeling.

(c) At any time up to two years after delivery of a spare part or item of support equipment, the Contracting Officer may notify the Contractor that based on all information available at the time of the notice, the price of the part or item apparently exceeds its intrinsic value.

(d) If notified in accordance with paragraph (c) above, the Contractor agrees to enter into good faith negotiations with the Government to determine if, and in what amount, the Government is entitled to a refund.

(e) If agreement pursuant to paragraph (d) above cannot be reached, and the Navy's return of the new or unused item to the Contractor is practical, the Navy, subject to the Contractor's agreement, may elect to return the item to the Contractor. Upon return of the item to its original point of Government acceptance, the Contractor shall refund in full the price paid. If no agreement pursuant to paragraph (d) above is reached, and return of the item by the Navy is impractical, the Contracting Officer may, with the approval of the Head of the Contracting Activity, issue a Contracting Officer's final decision on the matter, subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1).

(f) The Contractor will make refunds, as required under this requirement, in accordance with instructions from the Contracting Officer.

(g) The Contractor shall not be liable for a refund if the Contractor advised the Contracting Officer in a timely manner that the price it would propose for a spare part or item of support equipment exceeded its intrinsic value, and with such advice, specified the estimated proposed price, the estimated intrinsic value and known alternative sources or item, if any, that can meet the requirement.

(h) This requirement does not apply to any spare parts or items of support equipment whose price is determined through adequate price competition. This requirement also does not apply to any spare part or item of support

equipment with a unit price in excess of \$100,000; or in excess of \$25,000 if the Contractor submitted, and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.

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DETERMINATION OF PERFORMANCE INCENTIVE

See Attachment J- 8 Incentive Fee Plan.

Section C - Descriptions and Specifications

CLIN 0001 – Unmanned Influence Sweep System (UISS) Engineering Development Model (EDM)

The Contractor shall provide all labor, materials, and facilities to design, fabricate, procure, assemble, integrate, test and deliver a fully functional UISS, meeting the contractual requirements as defined in Attachment J-1, SOW, including all appendices thereto, Attachment J-2, UISS SRD, dated TBD (ser# TBD), and Attachment J-3, Contractor Developed System Specification. The integration shall include GFP provided for incorporation, Attachment J-7. Government approved and accepted EDMs will serve as a manufacturing standard for production units, if option(s) are exercised.

(If option is exercised) CLIN 0002 - Provisioned Items Orders (PIO)

The Contractor shall deliver components as ordered by the Government in accordance with (IAW) Naval Sea Systems Command Clause PROVISIONED ITEMS ORDERS (NAVSEA) (APR 1999).

(If options are exercised) CLINs 0003, 0100, 0202, 0302, and 0402 – Engineering Services

The Contractor shall deliver Engineering Services in accordance with NAVSEA Clause “ENGINEERING SERVICES (NAVSEA) (APR 2004)” and Attachment J-1, SOW, including all appendices thereto.

(If options are exercised) CLINs 0004, 0101, 0203, 0303, and 0403 - Support For Engineering Services

The Contractor shall provide support such as, but not limited to, travel, subsistence and lodging, Other Direct Costs incurred as required during performance of Technical Instruction (TIs) for the related studies, analysis, and services item(s).

(If option is exercised) CLIN 0005 – UISS EDM Spares

The Contractor shall provide spares to sustain the UISS from EDM acceptance.

(If options are exercised) CLINs 0006, 0209, 0210, 0309, 0310, 0409, and 0410 - UISS Tools and Test Equipments

The Contractor shall identify and classify tools and test equipment as defined in SOW 2.13.4. The Contractor shall provide the UISS Tools and Test Equipments IAW Section 3.25 of Attachment J- 2, UISS SRD, dated TBD (ser# TBD) and Attachment J-3, System Specification.

CLIN 0007– Data for CLINs 0001, and (if options are exercised) 0002, 0005, 0006, 0102, 0200, 0201, 0204, 0205, 0206, 0207, 0208, 0209, 0210, 0300, 0301, 0304, 0305, 0306, 0307, 0308, 0309, 0310, 0400, 0401, 0404, 0405, 0406, 0407, 0408, 0409, 0410 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

Data deliverables shall be produced and submitted IAW the applicable Contract Data Requirements Lists (CDRL) in Exhibits A, B, C, D, E, F, H, and J listed under Section J for both EDM and Production Units.

CLIN 0008 – Technical Manual for CLINs 0001, (if options are exercised) 0005, 0006 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The Contractor shall provide Technical Manuals (TM) IAW the applicable Contract Data Requirements Lists (CDRL) in Exhibit G under Section J for both EDM and Production Units as defined in SOW 2.13.11.

CLINs 0009 and (if options are exercised) 0214, 0215, 0312, 0313, 0411, and 0412 – Performance Incentive Fee

Technical and Schedule Performance Incentive Fee shall be governed in accordance with Attachment J- 8, Incentive Fee Plan.

(If option is exercised) CLIN 0010 – Data Rights

The Contractor shall deliver data rights in Technical Data (TD), Computer Software (CS), and Computer Software Documentation (CSD) with no less than Government Purpose Rights (GPR). If the UISS system contains any commercial TD/CS/CSD, the Contractor shall deliver a license to the TD/CS/CSD that would grant the Government the equivalent of GPR.

(If options are exercised) CLINs 0102, 0204, 0304, and 0404– Training

The Contractor shall provide operation training and organizational and intermediate level maintenance training as defined in Attachment J-1, SOW 2.13.2.

(If option is exercised) CLINs 0200, 0201, 0300, 0301, 0400, and 0401 – Unmanned Influence Sweep System (UISS) Production Units

The Contractor shall provide all labor, materials, and facilities to design, fabricate, procure, assemble, integrate, test and deliver a fully functional UISS, meeting the contractual requirements as defined in Attachment J-1, SOW, including all appendices thereto; and Attachment J-2, UISS SRD, dated TBD (ser# TBD), and Attachment J-3, System Specification. The integration shall include GFP provided for incorporation, Attachment J-7.

(If options are exercised) CLINs 0205, 0206, 0305, 0306, 0405, and 0406 – UISS Training Systems

The Contractor shall provide UISS Training Systems, meeting all of the training requirements as defined in Attachment J-1, SOW, including all appendices thereto; and Section 3.27.8 of Attachment J- 2, UISS SRD, dated XXXXXX (ser# XXXXX).

(If options are exercised) CLINs 0207, 0208, 0307, 0308, 0407, and 0408 – UISS Production Spares

The Contractor shall provide spares to sustain the UISS from Production Unit acceptance to 24 months after unconditional acceptance per Production unit.

(If option is exercised) CLIN 0211 – Data for CLINs 0200, 0201, 0204, 0205, 0206, 0207, 0208, 0209, 0210, 0300, 0301, 0304, 0305, 0306, 0307, 0308, 0309, 0310, 0400, 0401, 0404, 0405, 0406, 0407, 0408, 0409, and 0410 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

Data deliverables shall be produced and submitted IAW the applicable CDRLs in Exhibit K listed under Section J for the Production Units.

(If option is exercised) CLIN 0212 – Technical Manual - Updated Production - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

Data delivered under CLIN 0008 shall be updated and submitted in accordance with the applicable CDRLs in Exhibits G, listed under Section J.

(If option is exercised) CLIN 0213 – Interactive Electronic Technical Manual (IETM) for CLINs (if options are exercised) 0200, 0201, 0204, 0205, 0206, 0207, 0208, 0209, 0210, 0300, 0301, 0304, 0305, 0306, 0307, 0308, 0309, 0310, 0400, 0401, 0404, 0405, 0406, 0407, 0408, 0409, and 0410 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The Contractor shall develop an Interactive Electronic Technical Manual (IETM) for the UISS and its tools and test equipments as defined in SOW 2.13.12. IETM deliverables shall be produced and submitted IAW the applicable CDRLs in Exhibit L listed under Section J.

(If option is exercised) CLIN 0311 – Technical Data Package (TDP) - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The Contractor shall provide a complete Technical Data Package (TDP) that allows the Government to fabricate and manufacture all the assemblies and subassemblies of the UISS as defined in Attachment J-1, SOW 2.13.15. TDP deliverables shall be produced and submitted IAW the applicable CDRLs in Exhibit M listed under Section J.

ELECTRONIC TRANSFER OF INFORMATION

The Contractor shall submit and receive information electronically to satisfy, at a minimum, the requirements for Contract Data Requirements List, DD Form 1423, Exhibits A through M attached hereto, via Internet (e-mail/FTP), IDE, compact disk, or equivalent media.

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Item(s) 0007, 0008, (if options are exercised) 0211, 0212, 0213, and 0311 - The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A through M, attached hereto.

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ITEM(S) 0002 - PROVISIONED ITEMS ORDERS - ALTERNATE II (NAVSEA) (APR 1999)

(a) General. The Contractor agrees that it will furnish the supplies or services ordered by the Government in accordance with the procedures specified herein. Orders may be placed by the Contracting Officer, Provisioning Activity or Administrative Contracting Officer as unilateral or bilateral modifications to this contract on SF 30, Amendment of Solicitation/Modification of Contract. Any amounts shown in Section B at time of award of the initial contract for each provisioned line item are estimated amounts only and are subject to upward or downward adjustment by the issuing activity. If no amounts are shown, funding will be obligated before or at time of order issuance. It is understood and agreed that the Government has no obligation under this contract to issue any orders hereunder.

(b) Priced Orders. For each proposed order, the Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly thereafter, the Contractor and the Contracting Officer shall negotiate the price and delivery schedule for the proposed order. Upon execution and receipt of the priced order, the Contractor shall promptly commence the work specified in the order.

(c) Unfinalized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, he/she may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount, and a schedule for finalization, as described in subparagraph (e)(2) below. Upon request the Contractor shall submit a maximum ceiling amount proposal before the unfinalized order is issued. The maximum ceiling amount is the maximum price at which the order may be finalized. The Contractor shall begin performing the unfinalized order upon receipt, except as provided in paragraph (d) below. The clause entitled "CONTRACT FINALIZATION" (DFARS 252.217 7027) shall be included in any unfinalized order.

(d) Unilateral Unfinalized Orders. (1) For a unilateral unfinalized order, the Contractor shall within ten calendar days of receipt of the order notify the Contracting Officer in writing if it takes exception to the ceiling amount and/or the delivery schedule and shall propose a revised ceiling amount and/or a revised delivery schedule at that time. For unilateral unfinalized orders to which the Contractor takes no exception, the Contractor is obligated to perform just as if it were a fully finalized order.

(2) After receipt of the Contractor's Proposal to establish the revised ceiling amount and/or the revised delivery schedule, the Contracting Officer shall: (1) adjust the ceiling amount and/or revise the delivery schedule; (2) advise the Contractor that the order will be adjusted in a different amount than proposed by the Contractor; or (3) advise the Contractor that no adjustment will be made. In the event the Contractor has taken exception to the ceiling amount and/or the delivery schedule and has submitted a timely proposal in accordance with the preceding requirement and the Contracting Officer has not accepted the Contractor's proposal, the Contractor shall not be obligated to perform the order beyond the point at which it would be entitled to be compensated in an amount in excess of the Government's limitation of liability contained in the unilateral order.

(e) Definitization of Undefined Orders. (1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) any other mutually agreeable clauses, terms and conditions. No later than sixty (60) days after the undefinitized order is issued, the contractor agrees to submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

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

(i) a specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

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

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (e)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.8 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233 1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216 24).

(f) Limitation of Government Liability. (1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, they will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The "LIMITATION OF GOVERNMENT LIABILITY" clause shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally mandated long lead procurements; and except as otherwise provided in subparagraph (f)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal (as defined in DFARS 217.7401) to definitize an order before the Government has obligated fifty percent (50%) of the ceiling amount, the Contracting Officer may increase the limitation of Government liability to up to seventy five percent (75%) of the maximum ceiling amount or up to seventy five percent (75%) of the price proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an undefinitized order will exceed the limitation of Government liability, the Contractor shall so

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

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

(h) Terminal Date for Placement of Orders. The Contractor shall not be obligated to accept any orders placed hereunder beyond the guaranty period set forth in the clause entitled "GUARANTY PERIOD" for the last article under the applicable item called for in Section B hereof for which the supplies or services are being acquired, provided, however, that deliveries or performance of such supplies or services shall be completed not later than the expiration of said guaranty period.

(i) Segregation of Costs. The Contractor shall segregate the costs of performance of each undefinitized order from the cost of performance of any other work performed by the Contractor.

(j) Ordering. The cognizant ordering activities are designated below:

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(If options are exercised) ITEM(S) 0003, 0100, 0202, 0302, and 0402- ENGINEERING SERVICES (NAVSEA) (APR 2004)

(a) The Contractor shall furnish the services of qualified engineer(s) to:

(1) Assist in planning, installation, testing, checkout, adjustment, operation, disassembly, and repair of UISS _____; and

(2) Perform on-the-job instruction and training of Navy personnel (military and/or civilian). (Not applicable to SCN funded items).

(b) For purposes of this requirement, the following definitions apply:

(1) "Domestic services" means services rendered within the United States (U.S.) and/or on Navy vessels in ports within the U.S. or at sea, provided the vessel does not enter port outside the U.S.

(2) "Foreign services" means services other than domestic.

(3) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(4) "Man day" means the services of one engineer for one day of eight hours, Monday through Friday (excluding holidays).

(5) "Holidays" means all Federally recognized holidays.

(c) The engineering services shall be performed within the limits, if any, as to place(s) and period(s) specified therefor, as authorized by PCO.

(d) When authorized under paragraph(c) above, each engineer shall perform engineering services in accordance with supplemental instructions provided by the Contract Administration Office(CAO) cognizant of vessel construction/conversion contract, a representative of the authorizing activity or a representative of the activity where the engineering services are performed, as applicable. However, each engineer shall not be considered an employee of the Government.

(e) Travel time necessary for performance of such services shall be included in computing the man days of service. When services are performed at sea and the engineer(s) is unable to leave the vessel when work is completed, the remaining time aboard the vessel shall be considered travel time for purposes of computing the man days of services. However, the Contractor shall be paid for no more than one man day of service per calendar day for each engineer while in travel status.

(f) Passports, visas, inoculations and other medical requirements necessary for performance of engineering services shall be at the sole responsibility and expense of the Contractor.

(g) Each time services are performed, the engineer(s) shall obtain a certification of performance from a responsible U.S. Government official aboard the vessel or at the activity where the services were performed, citing tasks satisfactorily performed and hours worked each day.

(h) The maximum liability of the Government for each engineering services item shall not exceed the amount set forth in the Schedule, or the amount obligated whichever is less. If, at any time, the Contractor has reason to believe that the amounts it expects to incur in the performance of each engineering services item in the next succeeding sixty(60) days, when added to all amounts previously incurred, will exceed seventy-five percent(75%) of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to believe that the man days and/or amount for the full performance of each engineering services item will be greater than or substantially less than that set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of the man days and/or amount for the performance of said item. The Contractor shall not exceed the obligated amount for each engineering services item, unless and until such amount has been increased in writing by the Contracting Officer.

(i) In the event the Government does not designate time(s) and place(s) sufficient for performance of the total quantity of engineering services set forth in the Schedule within the period(s) provided therefor, those services not furnished shall be deemed to be terminated for the convenience of the Government at no cost to the Government. Such termination shall be evidenced by a written document signed by the Contracting Officer and mailed or otherwise furnished to the contractor.

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(If options are exercised) ITEM(S) 0004, 0101, 0203, 0303, and 0403 - SUPPORT FOR ENGINEERING SERVICES (NAVSEA) (JUN 1992)

(a) The Contractor shall be reimbursed for its reasonable actual subsistence and transportation costs incurred in the performance of the related engineering services item(s) in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Overtime shall be performed as required by the using activity and to the extent authorized by the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(c) The maximum liability of the Government for each support item shall not exceed the estimated amount set forth in the Schedule. If, at any time, the Contractor has reason to believe that the costs it expects to incur in the performance of each support item in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to believe that the costs to the Government for the full performance of each support item will be greater than or substantially less than the amount set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of such costs for the performance of said item. The Contracting Officer may, upon receipt of such notice or whenever the Contracting Officer considers it necessary, increase or further increase the total estimated amount for the performance of each support item. When and to the extent the estimated amount for a support item has been so increased, any amounts expended or incurred by the Contractor for performance in excess of the estimated amount therefor prior to the increase, shall be paid or reimbursed to the same extent as if expended or incurred after the increase.

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ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

ACCESS TO VESSELS BY NON U.S. CITIZENS (NAVSEA) (DEC 2005)

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this contract or agreement.

(b) If the Contractor desires to employ non U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non U.S. citizen employees, including procedures to update data as non U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non U.S. citizens of hostile and/or communist controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22 M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (g) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.).

APPROVAL BY THE GOVERNMENT (AT) (NAVSEA) (JAN 1983)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

ASSIGNMENT OF SERIAL NUMBER(S) (NAVSEA) (SEP 1990)

The Contractor shall request serial number assignment, in writing, from the Cognizant Technical Program Office, with a copy to the cognizant Contract Administration Office. The request for serial number assignment shall contain the following minimum information:

- (a) Contract number;
- (b) Assigned line item number and description;
- (c) Assigned type designation;
- (d) Assigned model number;
- (e) Top drawing number and ID (List of Drawings) number;
- (f) Exact quantity for which serial numbers are being requested, including preproduction samples required by the contract; and
- (g) National Stock Number

COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(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 database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(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 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.

CONTRACTOR PROBLEM IDENTIFICATION REPORTS (NAVSEA) (MAY 1993)

(a) Contract Problem Identification Reports (CPIRs) shall be used by the Contractor for the purpose of alerting the Government to actual or potential contract problems and of establishing an early dialogue between the Contractor and the Government with regard thereto.

(b) A "contract problem" is a fact or circumstance of which the Contractor is aware that does, will or reasonably is anticipated to (1) have a significant or substantial impact on the delivery schedule or completion of contract performance or the cost of performance of the contract (increase or decrease) or (2) requires modification to the contract or specification(s). The terms "significant" and "substantial" shall be interpreted in the same manner as they would be interpreted by a reasonably prudent business person under the relevant circumstances.

(c) The Contractor shall report each contract problem promptly and in no event later than ten (10) calendar days, after the Contractor identifies such contract problem. A written CPIR shall be transmitted via the Administrating Contracting Officer (ACO) to the Procuring Contracting Officer and to the cognizant technical code. Each CPIR shall be entitled "Contract Problem Identification Report", shall be dated, numbered sequentially and shall set forth the following based on the best and most complete information then known or available to the Contractor:

(1) The nature of the contract problem;

(2) The date on which the contract problem arose and the date on which the contract problem was identified as such;

(3) The anticipated direct and consequential effects of the contract problem upon the delivery schedule or completion of contract performance or the cost of performance of the contract;

(4) Identification of the supplies and/or services which are or may be affected; and

(5) The Contractor's recommended solution to the reported contract problem.

(d) Follow up status reports of each contract problem, identified by the original CPIR number, shall be furnished monthly or more frequently as required by the Contracting Officer. A final follow up report shall be furnished immediately following resolution of each contract problem.

(e) CPIRs shall not be submitted when notice of the same contract problem is required to be furnished to the Government pursuant to any other requirement of this contract. The submission of a CPIR, however, does not relieve the Contractor of its obligations to provide notice required under any other requirement of this contract.

CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal TBD dated TBD in response to NAVSEA Solicitation No. N00024-TBD.

(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-2-0023 EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

FACILITIES NOT TO BE GOVERNMENT-FURNISHED (CT) (NAVSEA) (SEP 2009)

The Contractor's obligation to perform this contract is in no way conditioned upon the providing by the Government of any facilities, except as may be otherwise expressly provided herein. Accordingly, no such facilities shall be either acquired by the Contractor for the account of the Government or furnished to the Contractor by the Government hereunder. For the purpose of this requirement, facilities means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development or test, including real property and rights therein, buildings, structures, improvements, and plant equipment as defined in FAR 2.101, FAR 45.101 and DFARS 245.101.

INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (FIXED-PRICE) (NAVSEA) (SEP 2009)

(a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.

(b) Contract Drawings and Data. The Government will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract performance.

(c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated on NAVSEA Form 4205/19 or Schedule A, as applicable, attached to the contract. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2 or Schedule C, as applicable, attached to the contract. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI on the NAVSEA Form 4340/2 or Schedule C, as applicable, as follows:

(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract price and delivery schedule in accordance with the procedures provided for in the clause of this contract entitled "CHANGES--FIXED-PRICE" (FAR 52.243-1).

(d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI listed on the NAVSEA Form 4340/2 or Schedule C, as applicable, the clause of this contract entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the contract specifications set forth in Section C and which are applicable to this contract as specifications. Such referenced documentation may be obtained:

- (1) From the ASSIST database via the internet at <http://assist.daps.dla.mil/>; or
- (2) By submitting a request to the
Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, Pennsylvania 19111-5094
Telephone (215) 697-6396
Facsimile (215) 697-9398.

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

INFORMATION AND DATA FURNISHED BY THE GOVERNMENT (COST TYPE) – ALTERNATE I (NAVSEA) (SEP 2009)

(a) Contract Specifications. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications set forth in Section C.

(b) Contract Drawings and Data. The Government will furnish contract drawings, design agent drawings, ship construction drawings, and/or other design or alteration data cited or referenced in Section C or in the contract specification as mandatory for use or for contract guidance.

(c) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material enumerated on NAVSEA Form 4205/19 or Schedule A, as applicable, attached to the contract. The Government shall furnish only the GFI identified on the NAVSEA Form 4340/2 or Schedule C, as applicable, attached to the contract. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI on the NAVSEA Form 4340/2 or Schedule C, as applicable, as follows:

- (1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the clause of this contract entitled "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2) or "CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS" (FAR 52.243-3).

(d) Except for the Government information and data specified by paragraphs (a), (b), and (c) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI listed on the NAVSEA Form 4340/2 or Schedule C, as applicable, the clause of this contract entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(e) Referenced Documentation. The Government will not be obligated to furnish Government specifications and standards, including Navy standard and type drawings and other technical documentation, which are referenced directly or indirectly in the contract specifications set forth in Section C and which are applicable to this contract as specifications. Such referenced documentation may be obtained:

(1) From the ASSIST database via the internet at <http://assist.daps.dla.mil/>; or

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Facsimile (215) 697-9398.

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

LIMITATION OF LIABILITY - HIGH VALUE ITEMS (NAVSEA) (JUN 1992)

The following items are subject to the clause of this contract entitled "LIMITATION OF LIABILITY--HIGH VALUE ITEMS" (FAR 52.246-24): All Items.

PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/overdimensional materials.

PROTECTION OF THE VESSEL (NAVSEA) (SEP 1990)

(a) The Contractor shall exercise reasonable care, as agreed upon with the Supervisor, to protect the vessel from fire, and shall maintain a system of inspection over the activities of its welders, burners, riveters, painters, pipe fitters, and similar workers, and of its subcontractors, particularly where such activities are undertaken in the vicinity of the vessel's magazines, fuel oil tanks, or store rooms containing inflammable materials. All ammunition, fuel oil, motor fuels, and cleaning fluids shall have been off-loaded and the tanks cleaned, except as may be mutually agreed upon between the Contractor and the Supervisor prior to work on the vessel by the Contractor. Fire hose lines shall be maintained by the Contractor ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock. All tanks under alteration or repair shall be cleaned, washed, and steamed out or otherwise made safe to the extent necessary, and the Contractor shall furnish the vessel's Gas Free Officer and the Supervisor with a "Gas Chemists' Certificate" before any hot work is done. The Contractor shall maintain a fire watch aboard the vessel in areas where the Contractor is working. All other fire watches aboard the vessel shall be the responsibility of the Government.

(b) Except as otherwise provided in contractually invoked technical specifications or NAVSEA furnished directives, while the vessel is at the Contractor's plant and when the temperature becomes as low as thirty-five degrees Fahrenheit, the Contractor shall assist the Government when requested in keeping all pipe-lines, fixtures, traps, tanks, and other receptacles on the vessel drained to avoid damage from freezing, or if this is not practicable, the vessel shall be kept heated to prevent such damage. The vessel's stern tube and propeller hubs shall be protected by the Contractor from frost damage by applied heat through the use of a salamander or other proper means.

(c) The work shall, whenever practicable, be performed in such manner as not to interfere with the work performed by military personnel attached to the vessel, and provisions shall be made so that personnel assigned shall have access to the vessel at all times, it being understood that such personnel will not unduly interfere with the work of the Contractor's workmen.

(d) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees, or the work performed by the Contractor in accordance with this contract, and at the completion of such work shall remove all rubbish from and about the site of the work, and shall leave the work in its immediate vicinity "broom clean", unless more exactly specified by the Supervisor.

SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

TARGET PRICE NOTIFICATION REQUIREMENT (NAVSEA) (SEP 1995)

(Applicable to CLINs 0001 and (if options are exercised) 0200, 0201, 0300, 0301, 0400, and 0401)

(a) The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that--

(1) the costs the Contractor expects to incur within the next 60 days (including amounts payable to subcontractors), when added to all costs previously incurred, will exceed 75 percent of the target cost specified in the Schedule, or

(2) the projected cost for the performance of this contract, exclusive of target profit, will be greater than the target cost specified in Section B of the contract.

(b) As part of the notification the Contractor shall provide the Contracting Officer the date when it is estimated that costs incurred will equal or exceed target cost and a revised estimate of the total cost of performing the contract. In the event that the revised estimated cost plus any adjustment for profit or loss exceeds the ceiling price specified in the Schedule, the Government's liability is limited to the ceiling price specified in the Schedule.

(c) This notification requirement shall apply to each separately identified target price specified in Section B of the contract.

UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data

entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA) (DEC 2006)

(a) The contractor shall define a general Software Development Plan (SDP) appropriate for the computer software effort to be performed under this contract. The SDP shall, at a minimum:

(1) Define the contractor's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE/EIA Std. 12207.0;

(2) Contain the information defined by IEEE/EIA Std. 12207.1, section 5.2.1 (generic content) and the Plans and Procedures in Table 1 of IEEE/EIA Std. 12207.1. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted;

(3) Identify the specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification;

(4) Document all processes applicable to the system to be acquired, including the Primary, Supporting, and Organizational life cycle processes as defined by IEEE/EIA Std. 12207 as appropriate. Such processes shall be equivalent to those articulated by CMMI[®];

(5) Include the content defined by all information items listed in Table 1 of IEEE/EIA Std. 12207.1, as appropriate for the system and be consistent with the processes proposed by the developers;

- (6) Adhere to the characteristics defined in section 4.2.3 of IEEE/EIA Std. 12207, as appropriate;
 - (7) Describe the overall life cycle and include primary, supporting, and organizational processes based on the work content of this contract;
 - (8) Be in accordance with the framework defined in IEEE/EIA Std. 12207.0, including, but not limited to, defining the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks;
 - (9) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with section 6.5.3a of IEEE/EIA Std. 12207.1, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.
- (b) The SDP shall be delivered to the Government for concurrence under CDRL A00x and shall not vary significantly from that proposed to the Government for evaluation for award. The contractor shall follow the Government concurred with SDP for all computer software to be developed or maintained under this effort. Any changes, modifications, additions or substitutions to the SDP also require prior Government concurrence.

MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

- (a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.
- (b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.
- (c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.
- (d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

Section D - Packaging and Marking

CLINs 0001, and (if options are exercised) 0005, 0006, 0200, 0201, 0205, 0206, 0207, 0208, 0209, 0210, 0300, 0301, 0305, 0306, 0307, 0308, 0309, 0310, 0400, 0401, 0405, 0406, 0407, 0408, 0409, 0410 - Hardware and software shall be prepared for shipment as specified below:

Components and assemblies shall be packaged in a manner that prevents environmental damage during shipping. Packing and packaging shall provide protection against corrosion, deterioration, and physical damage during direct shipment to the receiving activity. Electronic components shall be packed in material that prevents electro-static discharge. Components with government reusable shipping containers shall only be shipped in the appropriate container/cradle. Package in accordance with (IAW) with MIL-STD-129I. Marking IAW with MIL-STD-130.

(If option is exercised) CLIN 0002 – The supplies furnished hereunder shall be cleaned, preserved, packaged, packed and marked in accordance with the instructions provided by the Contracting Officer, Provisioning Activity, or ACO. When not otherwise instructed, spare and repair parts shall be cleaned, preserved, packaged, packed and marked Level A in accordance with Military Specification MIL-E-17555H(2), dated 2 November 1992.

(If options are exercised) CLINs 0003, 0004, 0100, 0101, 0202, 0203, 0302, 0303, 0402, and 0403 –The Contractor shall deliver Engineering Services and Support in accordance with NAVSEA Clauses “ENGINEERING SERVICES (NAVSEA)(JUN 1992)” and “SUPPORT FOR ENGINEERING SERVICES (NAVSEA) (JUN 1992)”, which shall be as specified in each individual Technical Instruction (TI).

CLINs 0007, 0008, and (if options are exercised) 0211, 0212, 0213, and 0311 – Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with Contract Security Classification Specification DD254, Attachment J- 4, and National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

CLINs 0009 and (if options are exercised) 0214, 0215, 0312, 0313, 0411, and 0412 - Performance Fee shall be administered IAW with Attachment J-8, Incentive Fee Plan.

(If option is exercised) CLIN 0010 – None applicable.

(If options are exercised) CLINs 0204, 0304, and 0404 – Packaging and Marking shall be governed in accordance with Attachment J-1, SOW 2.13.2.

CLAUSES INCORPORATED BY FULL TEXT

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped 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 28 February 2006.

IDENTIFICATION MARKING OF PARTS - ALTERNATE I (NAVSEA) (SEP 2009)

(a) Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

(1) Parts not manufactured to Government specifications shall be marked in accordance with generally accepted commercial practice.

(2) Parts manufactured to Government specifications shall be marked as follows:

(i) Electrical Parts - that is, all parts in electrical equipments and electrical parts when used in equipments which are not electrical in nature (e.g., electric controls and motors in a hydraulic system) - shall be identified and marked in accordance with MIL-STD-1285D dated 7 September 2004, or, where MIL-STD-1285D does not cover such a part, in accordance with MIL-STD-130N dated 17 December 2007. Requirements of MIL-STD-1686C dated 25 October 1995 for Electrostatic Discharge Control shall be addressed.

(ii) Electronic Parts - that is, all parts in electronic equipments and electronic parts when used in equipments which are not electronic in nature (e.g., electronic fuel controls in some engines) - shall be identified and marked in accordance with Requirement 67 of MIL-HDBK-454A dated 3 November 2000. Requirements of MIL-STD-1686C for Electrostatic Discharge Control shall be addressed.

(iii) Parts other than electrical or electronic parts (as described above) shall be identified and marked in accordance with MIL-STD-130N.

(b) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

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

CLIN 0001 - Inspection and acceptance shall be made by the Contracting Officer (NAVSEA 0263) or the PMS406 designated representative of the Government in accordance with the UISS scope of work under Attachment J- 1, SOW, and applicable appendices thereto.

Conditional Acceptance shall be made upon successful completion of Post-Delivery Sweep Performance Verification conducted by the Contractor in accordance with the SOW Section 2.11.11 and Government approved Test Plans/Procedures (CDRLs B001, B002) followed by Government approval of the applicable Test Reports and Videos(CDRLs B003, B004). The Contractor shall notify PMS406 by electronic mail at least thirty (30) days prior to the scheduled test/inspection date(s) in accordance with Master Test and Evaluation Program Plan (MTEPP), CDRL B001. The Government may, at its discretion, observe any test and/or inspection. The Contractor shall correct all deficiencies found during Contractor testing. All Trouble Reports shall be successfully closed before Conditional Acceptance is made.

Final Acceptance is contingent upon successful completion of UISS At-Sea LCS Integration Test. The Contractor shall correct all UISS deficiencies found during Integration Test. All deficiencies shall be corrected before Final Acceptance is made.

Acceptance shall be deemed to have taken place upon tests, inspection, acceptance, and shipment evidenced by signature of the COR or a designated representative of the Government on the applicable shipment document.

(If option is exercised) CLIN 0002 – Inspection and acceptance of supplies and services ordered hereunder shall be as established in each PIO. Unless otherwise stated in the PIO, supplies and services shall be inspected and accepted at source by a representative of the COR.

(If options are exercised) CLINs 0003, 0004, 0100, 0101, 0202, 0203, 0302, 0303, 0402, and 0403 –Inspection and acceptance of services and support shall be as specified in each individual TI. Unless otherwise stated in the TI, supplies and services shall be inspected and accepted by signature of the COR or the COR designated representative of the Government Representative.

(If options are exercised) CLINs 0005, 0006, 0207, 0208, 0209, 0210, 0307, 0308, 0309, 0310, 0407, 0408, 0409, 0410 - Inspection and acceptance of spares and special tools and test equipments ordered hereunder shall be inspected and accepted at source by a representative of the COR or a designated representative of the Government.

CLINs 0007, 0008, and (if options are exercised) 0211, 0212, 0213, and 0311 - Inspection and acceptance of all data shall be as specified on the attached CDRL(s), DD Form 1423.

CLINs 0009 and (if options are exercised) 0214, 0215, 0312, 0313, 0411, and 0412 - Performance Incentive Fee shall be administered IAW with Attachment J-8, Incentive Fee Plan.

(If options are exercised) CLINs 0102, 0204, 0304, and 0404 – Inspection and acceptance shall be upon completion of designated training courses and delivery of training material as accepted by signature of the COR or a designated representative of the Government Representative.

(If options are exercised) CLINs 0200, 0201, 0300, 0301, 0400, and 0401- Inspection and acceptance shall be made by the Contracting Officer (NAVSEA 0263) or the PMS406 designated representative of the Government in accordance with the UISS scope of work under Attachment J- 1, SOW, and applicable appendices thereto.

Acceptance shall be made upon successful completion of Acceptance Test conducted by the contractor in accordance with the SOW Section 2.11.13 and Government approved Test Procedures/Plans (CDRLs B001, B002) followed by Government approval of the applicable Test Reports and Videos(CDRLs B003, B004). The Contractor shall notify PMS406 by electronic mail at least thirty (30) days prior to the scheduled test date(s). The Contractor

shall correct all deficiencies found during Contractor testing. This includes deficiencies discovered that affect previously accepted units and systems, as well as units and systems being produced concurrently with testing. All Trouble Reports shall be successfully closed before Acceptance is made.

Acceptance shall be deemed to have taken place upon tests, inspection, acceptance, and shipment evidenced by signature of the COR or a designated representative of the Government on the applicable shipment document.

(If options are exercised) CLINs 0205, 0206, 0305, 0306, 0405, and 0406 - Inspection and acceptance shall be made by the Contracting Officer (NAVSEA 0263) or the PMS406 designated representative of the Government.

(If option is exercised) CLIN 0010 – None applicable.

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52.246-2 Alt I	Inspection Of Supplies Fixed Price (Aug 1996) - Alternate I	JUL 1985
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997

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52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title	Number	Date	Tailoring
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TBD

(Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.)

(End of clause)

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Item(s) 0007, 0008, (if options are exercised) 0211, 0212, 0213, and 0311 - The Government may accept, conditionally accept, or reject the Provisioning Technical Documentation (PTD) within sixty days after its delivery, or as specified on the applicable CDRL(s). A notice of conditional acceptance shall state any corrective action required by the Contractor. If PTD is rejected, the Contractor may be required, at the option of the Government, to correct any or all of the PTD. The Contractor shall at no additional cost to the Government make any necessary changes, modifications or corrections to the PTD. The Government shall take action on the corrected PTD within the time limit specified above. Government action under this requirement shall not affect or limit any other rights it may have under this contract.

CLAUSES INCORPORATED BY FULL TEXT

CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (MAY 1995)

Calibration System Requirements. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540-1.

CLAUSES INCORPORATED BY FULL TEXT

COST OF QUALITY DATA (NAVSEA) (MAY 1995)

Cost of Quality Data: The contractor shall maintain and use quality cost data as a management element of the quality program. The specific quality cost data to be maintained and used will be determined by the contractor. These data shall, on request, be identified and made available for "on site" review by the Government representative.

CLAUSES INCORPORATED BY FULL TEXT

INSPECTION AND TEST RECORDS (NAVSEA) MAY 1995)

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

CLAUSES INCORPORATED BY FULL TEXT

INSPECTION OF SUPPLIES AND CORRECTION OF DEFECTS (CT) (NAVSEA) (JAN 1990)

(a) Definitions

(1) Supplies: the word "supplies" as used in this requirement includes without limitation raw materials, components, intermediate assemblies, end products, and (when the contract does not include the clause entitled "WARRANTY OF DATA" (DFARS 252.246-7001)) technical data.

(2) Defects: the word "defects" as used in this requirement, means any and all defects, deficiencies, deteriorations and failures, except deficiencies, deteriorations or failures caused by Government misuse or mishandling.

(3) Acceptance: the work "acceptance" as used in this requirement is deemed to be preliminary acceptance as defined in the requirement of this contract entitled "PRELIMINARY ACCEPTANCE".

(b) Inspection

All supplies shall be subject to inspection and test by the Government, to the extent practicable at all times and places including the period of manufacture, and in any event prior to final acceptance. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling hereunder. The Government, through any authorized representative, may inspect the plant or plants of the Contractor or of any of his subcontractors engaged in the performance of this contract. If any inspection or test is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. All inspections and tests by the Government shall be performed in such a manner as will not unduly delay the work. Except as otherwise provided in this contract, acceptance of any supplies or lots of supplies shall be made as promptly as practicable after delivery thereof and shall be deemed to have been made no later than sixty (60) days after the date of such delivery, unless the Government has refused to accept all or any of the supplies or, if acceptance has not been made earlier within such period.

(c) Guaranty

The Contractor guarantees that at any time during performance of this contract, and for a period of eight (8) months after acceptance of the vessel, all supplies furnished under this contract will be free from defects in material and workmanship and will conform with the specifications and all other requirements of this contract; provided, however that with respect to Government furnished property, the Contractor's guaranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on such property, in which case the Contractor's guaranty shall extend to such modification or other work. During the guaranty period, the Contractor shall have an engineer on board the vessel. Such engineer shall have every reasonable opportunity to inspect the working of the vessel in all its parts, but shall have no power to direct or control its operation.

(d) Remedies

(1) Right to corrective or replacement action. In the event of a defect within the scope of the Contractor's guaranty in paragraph (c) above, the Government may: (i) require the Contractor to repair or replace, at the Contractor's election, defective or nonconforming supplies, or (ii) require the Contractor to furnish such materials or parts and installation instructions as may be required to successfully accomplish the required correction or replacement. The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction or replacement required under this clause (including revision and updating of all affected data called for under this contract). Except as otherwise provided in paragraph (3) hereof, the cost of any action taken pursuant to this subparagraph for replacement or correction shall be included in computing allowable cost determined as provided in the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), but no additional fee shall be payable with respect thereto. Such supplies or lots of supplies shall not be tendered thereafter for acceptance unless the former requirement of correction is disclosed.

(2) Right if Contractor fails to proceed. If the Contractor fails to proceed with reasonable promptness to replace or correct such supplies or lots of supplies, the Government (i) may by contract or otherwise replace or

correct such supplies and charge to the Contractor any increased cost occasioned the Government thereby, or may reduce any fee payable under this contract (or require repayment of any fee theretofore paid) in such amount as may be equitable under the circumstances, or (ii) may terminate this contract for default as provided in the clause of this contract entitled "TERMINATION (COST-REIMBURSEMENT)" (FAR 52.249-6). Failure to agree to the amount of any such increased cost to be charged to the Contractor or to such reduction in, or repayment of, the fee shall be a dispute within the meaning of the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

(3) Additional Remedy. Notwithstanding the provisions of paragraphs (c) and (d) hereof, the Government may at any time require the correction or replacement by the Contractor, without cost to the Government, of supplies or lots of supplies which are defective in material or workmanship, or otherwise not in conformity with the requirements of this contract, if such defects or failures are due to fraud, lack of good faith, or willful misconduct on the part of any of the Contractor's directors or officers, or on the part of any of his managers, superintendents, or other equivalent representatives, who has supervision or direction of (i) all or substantially all of the Contractor's business, or (ii) all or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed, or (iii) a separate and complete major industrial operation in connection with the performance of this contract. The Government may at any time also require correction or replacement by the Contractor, without cost to the Government, of any such defective supplies or lots of supplies if the defects or failures are caused by one or more individual employees selected or retained by the Contractor after any such supervisory personnel has reasonable grounds to believe that such employee is habitually careless or otherwise unqualified.

(e) Corrected or Replaced Supplies.

(1) Any supplies or parts thereof corrected or furnished in replacement pursuant to this requirement shall also be subject to all the provisions of this requirement to the same extent as supplies initially delivered. The guarantee with respect to such supplies or parts thereof shall be six (6) months from the date of delivery and/or correction of such corrected or replaced supplies or until the expiration of the original guaranty period (whichever period is longer).

(2) The guaranty period set forth in (c) above shall be extended by the time during which the vessel is not available for unrestricted service by reason of any breach of the guarantee in paragraph (c) above. This requirement applies to individual subcontractor furnished supplies only to the extent that each individual supply is the cause of the vessel not being available for such service.

(f) Additional Provisions

(1) All implied warranties of merchantability and "fitness for a particular purpose" are hereby excluded from any obligation contained in this contract.

(2) The rights and remedies of the Government provided in this requirement are in addition to and do not limit any rights afforded to the Government by any other requirement or clause of the contract.

(3) The Contractor shall make its records of all inspection work available to the Government during the performance of this contract and for such longer period as may be specified in this contract.

CLAUSES INCORPORATED BY FULL TEXT

QUALITY IN SOFTWARE DEVELOPMENT AND PRODUCTION (NAVSEA) (MAY 1995)

Quality in Software Development and Production: The contractor's software quality program shall be an integral part of the overall Quality Assurance Program. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the following categories:

- (a) All deliverable software
- (b) All deliverable software that is included as part of deliverable hardware or firmware.
- (c) Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).
- (d) Commercially available, reusable, or Government software designated as part of a deliverable item.

Section F - Deliveries or Performance

All supplies hereunder shall be delivered as follows:

Free of expense to the Government in accordance with instructions specified in the clause hereof entitled "F.O.B. ORIGIN" (FAR 52.247-29) at or near the Contractor's plant, for shipment at Government expense (normally on Government bill(s) of lading) in accordance with shipping instructions; or

All transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34) in accordance with the Shipping Instruction Data, NAVSEA 4336/1, attached hereto. Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant ACO.

If shipping instructions have not been provided within sixty (60) days prior to first scheduled delivery date, the Contractor shall submit a written request for shipping instructions to the COR, with a copy to the cognizant ACO.

CLINs 0001 (if options are exercised) 0200, 0201, 0300, 0301, 0400, and 0401 – The Contractor shall deliver the items specified in Section B in accordance with best commercial practices and Shipping Instructions Data (SID), Attachment J-5. Accelerated delivery is permissible in advance of the specified delivery schedule with 30 days prior notification to Government. Any accelerated delivery shall be at no additional expense to the Government.

(If option is exercised) CLIN 0002 - Supplies and services shall be delivered in accordance with the delivery schedule established in each PIO. Unless otherwise stated in the PIO, supplies and services shall be delivered free of expense to the Government in accordance with instructions specified in the clause entitled "F.O.B. ORIGIN" (FAR 52.247-29) at or near the Contractor's plant for shipment at Government expense (normally on Government bill(s) of lading) and IAW the shipping information provided with the order.

(If options are exercised) CLINs 0003, 0004, 0100, 0101, 0202, 0203, 0302, 0303, 0402, and 0403 - The Contractor shall notify the Contracting Officer in writing via the ACO of the actual date of unconditional acceptance of the last unit of the foregoing item(s), with a copy to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services. Delivery and performance shall be specified in each TI issued.

(If Options are exercised) CLINs 0005, 0006, 0207, 0208, 0209, 0210, 0307, 0308, 0309, 0310, 0407, 0408, 0409, and 0410 – Supplies shall be delivered free of expense to the Government in accordance with instruction specified in the clause entitled "F.O.B. DESTINATION" (FAR 52.247-34.)

CLINs 0007, 0008, and (if options are exercised) 0211, 0212, 0213, and 0311 - All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the CDRL(s), DD Form 1423. In the event that a submission is due on a non-workday, the item shall be due on the first workday following the due date.

CLINs 0009 and (if options are exercised) 0214, 0215, 0312, 0313, 0411, and 0412 - Performance Incentive Fee shall be administered IAW with Attachment J-8, Incentive Fee Plan.

(If Options are exercised) CLINs 0102, 0204, 0304, and 0404 – Training shall be completed in accordance with the Attachment J-1, SOW 2.13.2.

(If Options are exercised) CLINs 0205, 0206, 0305, 0306, 0405, and 0406 - The Contractor shall deliver the items specified in Section B in accordance with best commercial practices. Accelerated delivery is permissible in advance of the specified delivery schedule with 30 days prior notification to Government. Any accelerated delivery shall be at no additional expense to the Government.

(If option is exercised) CLIN 0010 – None Applicable.

PERIOD OF PERFORMANCE - The contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

ITEM	START DATE	END DATE	FOB	PRIMARY PLACE OF PERFORMANCE/SHIP TO
0001	Date of Contract Award	24 Months After Contract Award	DESTINATION	Officer in Charge (OIC) MPSF PORT HUENEME CA 1150 STETHEM RD BLDG 1392 PORT HUENEME CA 93043
0002	Date of Option Exercise	60 Months After Contract Award	ORIGIN	In accordance with each PIO
0003	Date of Option Exercise	12 Months After Exercise of Option	DESTINATION	In accordance with each Technical Instruction(TI) SOW description
0004	Date of Option Exercise	12 Months After Exercise of Option	DESTINATION	In accordance with each TI SOW description
0005	Date of Option Exercise	18 Months After Exercise of Option	DESTINATION	Commanding Officer Mine Warfare Training Center 33150 Destroyer Lane, BLDG 652 San Diego, CA 92147-0976 ATTN: Tom Mathison
0006	Date of Option Exercise	18 Months After Exercise of Option	DESTINATION	Officer in Charge (OIC) MPSF PORT HUENEME CA 1150 STETHEM RD BLDG 1392 PORT HUENEME CA 93043
0007	Date of Contract Award	60 Months After Contract Award	DESTINATION	In accordance with CDRLs
0008	Date of Contract Award	24 Months After Contract Award	DESTINATION	In accordance with CDRLs
0009	Date of Contract Award	24 Months After Contract Award	DESTINATION	N/A
0010	Date of Option Exercise	N/A	DESTINATION	N/A
0100	Date of Option Exercise	12 months after Option Exercised	DESTINATION	In accordance with each TI SOW description
0101	Date of Option Exercise	12 months after Option Exercised	DESTINATION	In accordance with each TI SOW description
0102	Date of Option Exercise	12 months after Option Exercised	DESTINATION	Commanding Officer Mine Warfare Training Center 33150 Destroyer Lane, BLDG 652 San Diego, CA 92147-0976 ATTN: Tom Mathison

0200	Date of Option Exercise	18 months after Option Exercised	DESTINATION	Officer in Charge (OIC) MPSF PORT HUENEME CA 1150 STETHEM RD BLDG 1392 PORT HUENEME CA 93043
0201	Date of Option Exercise	18 months after Option Exercised	DESTINATION	NSWC CARDEROCK DIV CHEATHAM ANNEX NSWCCD COMBATANT CRAFT DIV WHSE 11 C STREET WILLIAMSBURG VA 23185-8792 ATTN: Scott Sampson
0202	Date of Option Exercise	12 months after Option Exercised	DESTINATION	In accordance with each TI SOW description
0203	Date of Option Exercise	12 months after Option Exercised	DESTINATION	In accordance with each TI SOW description
0204	Date of Option Exercise	12 months after Option Exercised	DESTINATION	Commanding Officer Mine Warfare Training Center 33150 Destroyer Lane, BLDG 652 San Diego, CA 92147-0976 ATTN: Tom Mathison
0205	Date of Option Exercise	18 months after Option Exercised	DESTINATION	Commanding Officer Mine Warfare Training Center 33150 Destroyer Lane, BLDG 652 San Diego, CA 92147-0976 ATTN: Tom Mathison
0206	Date of Option Exercise	18 months after Option Exercised	DESTINATION	Commanding Officer Mine Warfare Training Center 33150 Destroyer Lane, BLDG 652 San Diego, CA 92147-0976 ATTN: Tom Mathison
0207	Date of Option Exercise	18 months after Option Exercised	DESTINATION	Commanding Officer Mine Warfare Training Center 33150 Destroyer Lane, BLDG 652 San Diego, CA 92147-0976 ATTN: Tom Mathison
0208	Date of Option Exercise	18 months after Option Exercised	DESTINATION	Commanding Officer Mine Warfare Training Center 33150 Destroyer Lane, BLDG 652 San Diego, CA 92147-0976 ATTN: Tom Mathison
0209	Date of Option Exercise	18 months after Option Exercised	DESTINATION	Officer in Charge (OIC) MPSF PORT HUENEME CA 1150 STETHEM RD BLDG 1392 PORT HUENEME CA 93043
0210	Date of Option Exercise	18 months after Option Exercised	DESTINATION	NSWC CARDEROCK DIV CHEATHAM ANNEX NSWCCD COMBATANT CRAFT DIV WHSE 11 C STREET WILLIAMSBURG VA 23185-8792 ATTN: Scott Sampson
0211	Date of Option	36 months after	DESTINATION	In accordance with CDRLs

	Exercise	Option Exercised		
0212	Date of Option Exercise	18 months after Option Exercised	DESTINATION	In accordance with CDRLs
0213	Date of Option Exercise	18 months after Option Exercised	DESTINATION	In accordance with CDRLs
0214	Date of Option Exercise	18 months after Option Exercised	DESTINATION	N/A
0215	Date of Option Exercise	18 months after Option Exercised	DESTINATION	N/A
0300	Date of Option Exercise	18 months after Option Exercised	DESTINATION	Officer in Charge (OIC) MPSF PORT HUENEME CA 1150 STETHEM RD BLDG 1392 PORT HUENEME CA 93043
0301	Date of Option Exercise	18 months after Option Exercised	DESTINATION	NSWC CARDEROCK DIV CHEATHAM ANNEX NSWCCD COMBATANT CRAFT DIV WHSE 11 C STREET WILLIAMSBURG VA 23185-8792 ATTN: Scott Sampson
0302	Date of Option Exercise	12 months after Option Exercised	DESTINATION	In accordance with each TI SOW description
0303	Date of Option Exercise	12 months after Option Exercised	DESTINATION	In accordance with each TI SOW description
0304	Date of Option Exercise	12 months after Option Exercised	DESTINATION	Commanding Officer Mine Warfare Training Center 33150 Destroyer Lane, BLDG 652 San Diego, CA 92147-0976 ATTN: Tom Mathison
0305	Date of Option Exercise	18 months after Option Exercised	DESTINATION	Commanding Officer Mine Warfare Training Center 33150 Destroyer Lane, BLDG 652 San Diego, CA 92147-0976 ATTN: Tom Mathison
0306	Date of Option Exercise	18 months after Option Exercised	DESTINATION	Commanding Officer Mine Warfare Training Center 33150 Destroyer Lane, BLDG 652 San Diego, CA 92147-0976 ATTN: Tom Mathison
0307	Date of Option Exercise	18 months after Option Exercised	DESTINATION	Commanding Officer Mine Warfare Training Center 33150 Destroyer Lane, BLDG 652 San Diego, CA 92147-0976 ATTN: Tom Mathison
0308	Date of Option Exercise	18 months after Option Exercised	DESTINATION	Commanding Officer Mine Warfare Training Center 33150 Destroyer Lane, BLDG 652 San Diego, CA 92147-0976 ATTN: Tom Mathison
0309	Date of Option Exercise	18 months after Option Exercised	DESTINATION	Officer in Charge (OIC) MPSF PORT HUENEME CA 1150 STETHEM RD BLDG 1392 PORT HUENEME CA 93043

0310	Date of Option Exercise	18 months after Option Exercised	DESTINATION	NSWC CARDEROCK DIV CHEATHAM ANNEX NSWCCD COMBATANT CRAFT DIV WHSE 11 C STREET WILLIAMSBURG VA 23185-8792 ATTN: Scott Sampson
0311	Date of Option Exercise	18 months after Option Exercised	DESTINATION	In accordance with CDRLs
0312	Date of Option Exercise	18 months after Option Exercised	DESTINATION	N/A
0313	Date of Option Exercise	18 months after Option Exercised	DESTINATION	N/A
0400	Date of Option Exercise	18 months after Option Exercised	DESTINATION	Officer in Charge (OIC) MPSF PORT HUENEME CA 1150 STETHEM RD BLDG 1392 PORT HUENEME CA 93043
0401	Date of Option Exercise	18 months after Option Exercised	DESTINATION	NSWC CARDEROCK DIV CHEATHAM ANNEX NSWCCD COMBATANT CRAFT DIV WHSE 11 C STREET WILLIAMSBURG VA 23185-8792 ATTN: Scott Sampson
0402	Date of Option Exercise	12 months after Option Exercised	DESTINATION	In accordance with each TI SOW description
0403	Date of Option Exercise	12 months after Option Exercised	DESTINATION	In accordance with each TI SOW description
0404	Date of Option Exercise	12 months after Option Exercised	DESTINATION	Commanding Officer Mine Warfare Training Center 33150 Destroyer Lane, BLDG 652 San Diego, CA 92147-0976 ATTN: Tom Mathison
0405	Date of Option Exercise	18 months after Option Exercised	DESTINATION	Commanding Officer Mine Warfare Training Center 33150 Destroyer Lane, BLDG 652 San Diego, CA 92147-0976 ATTN: Tom Mathison
0406	Date of Option Exercise	18 months after Option Exercised	DESTINATION	Commanding Officer Mine Warfare Training Center 33150 Destroyer Lane, BLDG 652 San Diego, CA 92147-0976 ATTN: Tom Mathison
0407	Date of Option Exercise	18 months after Option Exercised	DESTINATION	Commanding Officer Mine Warfare Training Center 33150 Destroyer Lane, BLDG 652 San Diego, CA 92147-0976 ATTN: Tom Mathison
0408	Date of Option Exercise	18 months after Option Exercised	DESTINATION	Commanding Officer Mine Warfare Training Center 33150 Destroyer Lane, BLDG 652 San Diego, CA 92147-0976 ATTN: Tom Mathison
0409	Date of Option Exercise	18 months after Option Exercised	DESTINATION	Officer in Charge (OIC) MPSF PORT HUENEME CA

				1150 STETHEM RD BLDG 1392 PORT HUENEME CA 93043
0410	Date of Option Exercise	18 months after Option Exercised	DESTINATION	NSWC CARDEROCK DIV CHEATHAM ANNEX NSWCCD COMBATANT CRAFT DIV WHSE 11 C STREET WILLIAMSBURG VA 23185-8792 ATTN: Scott Sampson
0411	Date of Option Exercise	18 months after Option Exercised	DESTINATION	N/A
0412	Date of Option Exercise	18 months after Option Exercised	DESTINATION	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999
52.247-52	Clearance and Documentation Requirements--Shipments to DOD Air or Water Terminal Transshipment Points	FEB 2006
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
52.247-58	Loading, Blocking, And Bracing Of Freight Car Shipment	APR 1984
52.247-61	F.O.B. Origin--Minimum Size Of Shipments	APR 1984
52.247-65	F.O.B. Origin, Prepaid Freight--Small Package Shipments	JAN 1991

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52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

0 Percent increase

0 Percent decrease

This increase or decrease shall apply to All CLINs.

(End of clause)

Item(s) 0002 - Parts shall be delivered in accordance with the delivery schedule established in each PIO. Unless otherwise stated in the PIO, parts shall be delivered free of expense to the Government in accordance with instructions

specified in the clause entitled "F.O.B. ORIGIN" (FAR 52.247-29) at or near the Contractor's plant for shipment at Government expense (normally on Government bill(s) of lading).

Item(s) 0003, 0004 and (if option is exercised) 0100, 0101, 0202, 0203, 0302, 0303, 0402, and 0403 - Engineering services shall be performed within 12 months after unconditional acceptance of the last unit of Item(s) 0001, and (if options are exercised) 0200, 0201, 0300, 0301, 0400, and 0401. The Contractor shall notify the Contracting Officer in writing via the Contract Administration Office (CAO) of the actual date of unconditional acceptance of the last unit of the foregoing item(s), with a copy to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-0004	Line Item Specific: by Fiscal Year	SEP 2009
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.246-7000	Material Inspection And Receiving Report	MAR 2008

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252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor's business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor's business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

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CONTRACT ADMINISTRATION DATA

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

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(a) CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S REPRESENTATIVE:	COMMANDER TBD NAVAL SEA SYSTEMS COMMAND 614 SICARD STREET, SE STOP TBD WASHINGTON NAVY YARD DC 20376 7008
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The Contractor shall forward a copy of all invoices and correspondence covering technical matters to the Contracting Officer's Representative with copies to:

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(b) PURCHASING OFFICE REPRESENTATIVE:

CONTRACTING OFFICE REPRESENTATIVE:	COMMANDER ATTN: <u>Robert Benion (SEA02632)</u> NAVAL SEA SYSTEMS COMMAND _____ 1333 ISAAC HULL AVENUE SE STOP <u>2050</u> WASHINGTON NAVY YARD DC 20376 <u>2050</u> Email Address: <u>robert.benion@navy.mil</u>
PURCHASING OFFICE REPRESENTATIVE:	COMMANDER ATTN: <u>Peggy Belcher (SEA02632B)</u> NAVAL SEA SYSTEMS COMMAND _____ 1333 ISAAC HULL AVENUE SE STOP <u>2050</u>

WASHINGTON NAVY YARD DC 20376 2050

Email Address: paijiun.belcher@navy.mil

All correspondence concerning contractual matters related to this contract shall be addressed to Purchasing Office Representatives with copies to Contracting Officer's Representative.

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SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

(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

TBD

 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).

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

**NAVSEA 5252.245-9108 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: Attachment J- 6.

**NAVSEA 5252.245-9109 GOVERNMENT-FURNISHED PROPERTY (INCORPORATION)
(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 incorporation in the equipment to be delivered under Item(s) 0001 and (if options are exercised) 0200, 0300, and 0400 of this contract: Attachment J-7.

NAVSEA 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)

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

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

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

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000

Phone: (951) 898-3207
FAX: (951) 898-3250
Internet: <http://www.gidep.org>

NAVSEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(Applicable only to CLIN(S) 0003 and (if Option is exercised) 0100, 0202, 0302, and 0402)

(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 **(See Section B)** total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

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

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

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

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

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

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

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

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

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

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

DIMINISHING MANUFACTURING SOURCES AND MATERIAL SHORTAGES (DMSMS) / OBSOLESCENCE MANAGEMENT

This clause is intended to address the problems associated with components, parts, or assemblies that are or may become obsolete during performance of this effort. The contractor is responsible for identification, resolution and

implementation for all DMSMS/Obsolescence issues associated with production and delivery of hardware and software under this contract in accordance with this clause and the Statement of Work.

(a) Definitions.

DoD Regulation 4140.1-R defines DMSMS as the loss or impending loss of manufacturers or suppliers of items or raw materials that causes material shortages that endanger a weapon system's or equipment's development, production, or post-production support capability.

The term Contractor responsibility, for this clause, is defined as including all non-recurring engineering costs, recurring engineering costs, and schedule necessary from identification through design to final implementation. This includes Engineering Change Proposals (ECP) and logistics considerations.

(b) Scope.

Prior to production and throughout performance of this contract the Contractor shall perform a detailed evaluation of all technical data associated with this contract. Such evaluation shall include, but not be limited to, analysis, identification, and recommended corrections for problems associated with DMSMS/Obsolescence. The Contractor shall provide solutions which assure that all components, assemblies, and parts thereof, can be produced, fabricated, and assembled in complete accordance with the requirements of the technical data. Technical data shall be updated as required by this clause.

The Contractor shall be responsible for all DMSMS/Obsolescence during design and construction of the UISS EDM (CLIN 0001), and if options are exercised, UISS Spares (0005, 0207, 208, 307, 308, 407, 408), Tools and Test Equipments (0006, 0209, 0210, 0309, 0310, 0409, 0410), UISS Production Units (0200, 0201, 0300, 0301, 0400, 0401), UISS Training Systems (0205, 0206, 0305, 0306, 0405, 0406). The Contractor shall be responsible for all DMSMS/Obsolescence. Regardless of when in the period of performance a DMSMS/Obsolescence issue is identified, associated cost shall solely be the Contractor's responsibility.

(c) Approval/Rejection Requirements.

The Government will either approve or reject all DMSMS/Obsolescence proposals in accordance with the Engineering Change Proposal process in the Statement of Work.

(d) Schedule and Cost.

The identification of DMSMS/Obsolescence issues and the necessary correction thereof shall not constitute a change as identified under the Changes clause identified herein or result in either schedule or cost relief to the contractor.

(e) DMSMS/Obsolescence Disputes.

Failure of the parties to agree upon any determination of the necessity for, or the designation of, a change to be made under this provision within 90 days, shall be a dispute within the meaning of the "Disputes" clause of this contract.

(f) Rights and Remedies.

The rights and remedies of the Government provided in this provision are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(g) Subcontracts.

The terms and conditions of this clause flow down to all relevant subcontracts.

(h) Production Methods and Processes.

Changes to the TDP deliverable shall not be submitted under this clause, which are recommended solely to permit performance in accordance with the Contractor's or subcontractor's production methods or processes.

Engineering Change Proposals (ECP) shall not be submitted under this clause but shall be submitted in accordance with the ECP requirements of this contract.

(i) Rights in Technical Data.

Any and all data submitted by the Contractor shall be provided to the Government with rights in accordance with the applicable data rights clauses of this contract.

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5252.225-9100 FOREIGN SHIPYARD CONSTRUCTION PROHIBITION (AT) (JAN 1983)

Neither the vessel nor the hull, midbody, or other major fixed structural component of the vessel shall be constructed in a foreign shipyard.

5252.233 9107 EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS (AT) (JAN 1983)

(a) Whenever the Contractor, after receipt of a change made pursuant to the clause of this contract entitled "CHANGES" or after affirmation of a constructive change under the "NOTIFICATION OF CHANGES" (FAR 52.243-7) requirement, submits any claim for equitable adjustment under the foregoing, such claim shall include all types of adjustments in the total amounts to which the foregoing entitle the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change.

(b) Further, the Contractor agrees (except as the parties may otherwise agree) that, if required by the Contracting Officer, it will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
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	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
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	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	AUG 2012
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	AUG 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2012
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-8	Fixed Fee	JUN 2011
52.216-11	Cost Contract--No Fee	APR 1984
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011

52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	MAR 2012
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.225-8	Duty-Free Entry	OCT 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.230-2	Cost Accounting Standards	MAY 2012
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	MAY 2012
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
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
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984

52.243-1	Changes--Fixed Price	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-4	Changes	JUN 2007
52.243-6	Change Order Accounting	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.209-7007	Prohibited Financial Interests for Lead System Integrators	JUL 2009
252.211-7000	Acquisition Streamlining	OCT 2010
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.211-7006	Passive Radio Frequency Identification	SEP 2011
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	FEB 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	AUG 2012
252.222-7001	Right Of First Refusal Of Employment--Closure of Military Installations	APR 1993
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7002	Qualifying Country Sources As Subcontractors	JUN 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	SEP 2006

252.225-7012	Preference For Certain Domestic Commodities	JUN 2012
252.225-7013	Duty-Free Entry	JUN 2012
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7025	Restriction on Acquisition of Forgings	DEC 2009
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2012
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2012
252.227-7015	Technical Data--Commercial Items	DEC 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7020	Rights In Special Works	JUN 1995
252.227-7021	Rights In Data--Existing Works	MAR 1979
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAR 2011
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2012
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.234-7004	Cost and Software Data Reporting System.	NOV 2010
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JUN 2012
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	DEC 1991
252.246-7003	Notification of Potential Safety Issues	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.249-7002	Notification of Anticipated Contract Termination or Reduction	OCT 2010

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52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the _____ (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

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

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

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

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52.216-10 INCENTIVE FEE (JUN 2011)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.

(c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by 60 cents for every dollar that the total allowable cost is less than the target cost or decreased by 40 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than 8 percent or less than 0 percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

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52.216-16 INCENTIVE PRICE REVISION--FIRM TARGET (OCT 1997)

(a) General. The supplies or services identified in the Schedule as Items 0200, 0201, 0300, 0301, 0400, and 0401 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of .TBD. dollars (\$TBD). Any supplies or services that are to be (1) ordered separately under, or otherwise added to, this contract and (2) subject to price revision in accordance with the terms of this clause shall be identified as such in a modification to this contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Data submission. (1) Within 60 days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-2, FAR 15.408, or in any other form on which the parties agree--

(i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;

(ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;

(iii) A list of all residual inventory and an estimate of its value; and

(iv) Any other relevant data that the Contracting Officer may reasonably require.

(2) If the Contractor fails to submit the data required by subparagraph (1) above within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) Price revision. Upon the Contracting Officer's receipt of the data required by paragraph (c) above, the Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a) above by applying to final negotiated cost an adjustment for profit or loss, as follows:

(1) On the basis of the information required by paragraph (c) above, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, as follows:

(i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.

(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less 50 percent of the amount by which the total final negotiated cost exceeds the total target cost.

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus 50 percent of the amount by which the total final negotiated cost is less than the total target cost.

(End of clause)

(e) Contract modification. The total final price of the items specified in paragraph (a) above shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that--

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(f) Adjusting billing prices. (1) Pending execution of the contract modification (see paragraph (e) above), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the target prices shown in this contract.

(2) If at any time it appears from information provided by the contractor under subparagraph (g)(2) below that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing that final cost under this contract will be substantially greater than the target cost.

(3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the total final price under paragraph (d) above. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.

(g) Quarterly limitation on payments statement. This paragraph (g) shall apply until final price revision under this contract has been completed.

(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing--

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established--increased or decreased in accordance with subparagraph (d)(2) above, when the amount stated under subdivision (ii), immediately above, differs from the aggregate target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (1)(iv) above exceeds the sum due the Contractor, as computed in accordance with subdivisions (1)(i), (ii), and (iii) above, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis. The Contractor shall--

(1) Insert in each price redetermination or incentive price revision subcontract the substance of paragraph (g), above, and of this paragraph (h), modified to omit mention of the Government and to reflect the position of the Contractor as purchaser and of the subcontractor as vendor, and to omit that part of subparagraph (g)(2) above relating to tax credits; and

(2) Include in each cost-reimbursement subcontract a requirement that each lower-tier price redetermination or incentive price revision subcontract contain the substance of paragraph (g) above and of this paragraph (h), modified as required by subparagraph (1) above.

(i) Disagreements. If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required by paragraph (c) above are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

(j) Termination. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(k) Equitable adjustment under other clauses. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target

cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(l) Exclusion from target price and total final price. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(m) Separate reimbursement. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(n) Taxes. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price" includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.

CLAUSES INCORPORATED BY FULL TEXT

52.216-16 INCENTIVE PRICE REVISION--FIRM TARGET (OCT 1997)

(a) General. The supplies or services identified in the Schedule as Items [Contracting Officer insert Schedule line item numbers] are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of . . . dollars (\$). Any supplies or services that are to be (1) ordered separately under, or otherwise added to, this contract and (2) subject to price revision in accordance with the terms of this clause shall be identified as such in a modification to this contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Data submission. (1) Within [Contracting Officer insert number of days] days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-2, FAR 15.408, or in any other form on which the parties agree--

(i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;

(ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;

(iii) A list of all residual inventory and an estimate of its value; and

(iv) Any other relevant data that the Contracting Officer may reasonably require.

(2) If the Contractor fails to submit the data required by subparagraph (1) above within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) Price revision. Upon the Contracting Officer's receipt of the data required by paragraph (c) above, the Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a) above by applying to final negotiated cost an adjustment for profit or loss, as follows:

(1) On the basis of the information required by paragraph (c) above, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, as follows:

(i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.

(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less [Contracting Officer insert percent] percent of the amount by which the total final negotiated cost exceeds the total target cost.

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus [Contracting Officer insert percent] percent of the amount by which the total final negotiated cost is less than the total target cost.

(End of clause)

(e) Contract modification. The total final price of the items specified in paragraph (a) above shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that--

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(f) Adjusting billing prices. (1) Pending execution of the contract modification (see paragraph (e) above), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the target prices shown in this contract.

(2) If at any time it appears from information provided by the contractor under subparagraph (g)(2) below that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing that final cost under this contract will be substantially greater than the target cost.

(3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the total final price under paragraph (d) above. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.

(g) Quarterly limitation on payments statement. This paragraph (g) shall apply until final price revision under this contract has been completed.

(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing--

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established--increased or decreased in accordance with subparagraph (d)(2) above, when the amount stated under subdivision (ii), immediately above, differs from the aggregate target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (1)(iv) above exceeds the sum due the Contractor, as computed in accordance with subdivisions (1)(i), (ii), and (iii) above, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis. The Contractor shall--

(1) Insert in each price redetermination or incentive price revision subcontract the substance of paragraph (g), above, and of this paragraph (h), modified to omit mention of the Government and to reflect the position of the Contractor as purchaser and of the subcontractor as vendor, and to omit that part of subparagraph (g)(2) above relating to tax credits; and

(2) Include in each cost-reimbursement subcontract a requirement that each lower-tier price redetermination or incentive price revision subcontract contain the substance of paragraph (g) above and of this paragraph (h), modified as required by subparagraph (1) above.

(i) Disagreements. If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required by paragraph (c) above are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

(j) Termination. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(k) Equitable adjustment under other clauses. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(l) Exclusion from target price and total final price. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(m) Separate reimbursement. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(n) Taxes. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price" includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 months after contract award.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
0002	60 Months After Contract Award (MAC)
0003	12 Months After Contract Award (MAC)
0004	12 Months After Contract Award (MAC)
0005	12 Months After Contract Award (MAC)
0006	12 Months After Contract Award (MAC)
0010	12 Months After Contract Award (MAC)
0100	24 Months After Contract Award (MAC)
0101	24 Months After Contract Award (MAC)
0102	24 Months After Contract Award (MAC)
0200	36 Months After Contract Award (MAC)
0201	36 Months After Contract Award (MAC)
0202	36 Months After Contract Award (MAC)

0203	36 Months After Contract Award (MAC)
0204	36 Months After Contract Award (MAC)
0205	36 Months After Contract Award (MAC)
0206	36 Months After Contract Award (MAC)
0207	36 Months After Contract Award (MAC)
0208	36 Months After Contract Award (MAC)
0209	36 Months After Contract Award (MAC)
0210	36 Months After Contract Award (MAC)
0211	36 Months After Contract Award (MAC)
0212	36 Months After Contract Award (MAC)
0213	36 Months After Contract Award (MAC)
0214	36 Months After Contract Award (MAC)
0215	36 Months After Contract Award (MAC)
0300	48 Months After Contract Award (MAC)
0301	48 Months After Contract Award (MAC)
0302	48 Months After Contract Award (MAC)
0303	48 Months After Contract Award (MAC)
0304	48 Months After Contract Award (MAC)
0305	48 Months After Contract Award (MAC)
0306	48 Months After Contract Award (MAC)
0307	48 Months After Contract Award (MAC)
0308	48 Months After Contract Award (MAC)
0309	48 Months After Contract Award (MAC)
0310	48 Months After Contract Award (MAC)
0311	48 Months After Contract Award (MAC)
0312	48 Months After Contract Award (MAC)
0313	48 Months After Contract Award (MAC)
0400	60 Months After Contract Award (MAC)
0401	60 Months After Contract Award (MAC)
0402	60 Months After Contract Award (MAC)
0403	60 Months After Contract Award (MAC)
0404	60 Months After Contract Award (MAC)
0405	60 Months After Contract Award (MAC)
0406	60 Months After Contract Award (MAC)
0407	60 Months After Contract Award (MAC)
0408	60 Months After Contract Award (MAC)
0409	60 Months After Contract Award (MAC)
0410	60 Months After Contract Award (MAC)
0411	60 Months After Contract Award (MAC)
0412	60 Months After Contract Award (MAC)

(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 option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)

(a) This clause does not apply to small business concerns.

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

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

(i) Small business concerns,

- (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns, and
 - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --
- (i) Small business concerns (including ANC and Indian tribes);
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will --
- (i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizaions.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with --

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within ____ calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are

estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within _____ calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-2 SUBCONTRACTS (OCT 2010)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.246-24 LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997)

(a) Except as provided in paragraphs (b) through (e) below, and notwithstanding any other provision of this contract, the Contractor shall not be liable for loss of or damage to property of the Government (including the supplies delivered under this contract) that (1) occurs after Government acceptance of the supplies delivered under this contract, and (2) results from any defects or deficiencies in the supplies.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through purchase or use of the supplies required to be delivered under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this contract.

(d)(1) This clause does not diminish the Contractor's obligations, to the extent that they arise otherwise under this contract, relating to correction, repair, replacement, or other relief for any defect or deficiency in supplies delivered under this contract.

(2) Unless this is a cost-reimbursement contract, if loss or damage occurs and correction, repair, or replacement is not feasible or desired by the Government, the Contractor shall, as determined by the Contracting Officer--

(i) Pay the Government the amount it would have cost the Contractor to make correction, repair, or replacement before the loss or damage occurred; (ii) Provide other equitable relief.

(e) This clause shall not limit or otherwise affect the Government's rights under clauses, if included in this contract, that cover--

(1) Warranty of technical data;

(2) Ground and flight risks or aircraft flight risks; or

(3) Government property.

(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.acquisition.gov/far>
<http://farsite.hill.af.mil>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2011)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line	
item No.	Item description

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (JUN 2012)

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

Commercially available off-the-shelf (COTS) item--

(i) Means any item of supply (including construction material) that is--

(A) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into an end product.

Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if—

(A) The cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

(1) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(2) It is inconsistent with the public interest to apply the restrictions of the Buy American statute; or

(B) The end product is a COTS item.

End product means those articles, materials, and supplies to be acquired under this contract for public use.

Foreign end product means an end product other than a domestic end product.

Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia, Austria, Belgium, Canada, Czech Republic, Denmark, Egypt, Finland, France, Germany, Greece, Israel, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, Turkey, United Kingdom of Great Britain and Northern Ireland.

Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if--

(A) The cost of the following types of components exceeds 50 percent of the cost of all its components:

(1) Components mined, produced, or manufactured in a qualifying country.

(2) Components mined, produced, or manufactured in the United States.

(3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) The end product is a COTS item. United States means the 50 States, the District of Columbia, and outlying areas.

(b) This clause implements, Buy American. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (see section 12.505(a)(1) of the Federal Acquisition Regulation). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011)

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

Acceptable earned value management system means an earned value management system that generally complies with system criteria in paragraph (b) of this clause.

Earned value management system means an earned value management system that complies with the earned value management system guidelines in the ANSI/EIA-748.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) System criteria. In the performance of this contract, the Contractor shall use--

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(c) If this contract has a value of \$50 million or more, the Contractor shall use an EVMS that has been determined to be acceptable by the Cognizant Federal Agency (CFA). If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (b)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(d) If this contract has a value of less than \$50 million, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

(e) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$50 million or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after--

- (1) Contract award;
- (2) The exercise of significant contract options; and
- (3) The incorporation of major modifications.

During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(g) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (b) of this clause.

(h) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(i) Significant deficiencies.

(1) The Contracting Officer will provide an initial determination to the contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's EVMS. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action;

(iii) System noncompliance, when the Contractor's existing EVMS fails to comply with the earned value management system guidelines in the ANSI/EIA-748; and

(iv) System disapproval, if initial EVMS validation is not successfully completed within the timeframe approved by the Contracting Officer, or if the Contracting Officer determines that the Contractor's earned value management system contains one or more significant deficiencies in high-risk guidelines in ANSI/EIA-748 standards (guidelines 1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32). When the Contracting Officer determines that the existing earned value management system contains one or more significant deficiencies in one or more of the remaining 16 guidelines in ANSI/EIA-748 standards, the contracting officer will use discretion to disapprove the system based on input received from functional specialists and the auditor.

(4) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(j) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's EVMS, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(k) With the exception of paragraphs (i) and (j) of this clause, the Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at \$50 million or more, the following subcontractors shall comply with the requirements of this clause:

[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

(2) For subcontracts valued at less than \$50 million, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (c) of this clause:

[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

Exhibit A-M Attachment 1 – DD Form 1423 Glossary and Addressee List

Exhibit A – Contract Data Requirement List (CDRL), DD Form 1423

Exhibit B – Contract Data Requirement List (CDRL), DD Form 1423

Exhibit C – Contract Data Requirement List (CDRL), DD Form 1423

Exhibit D – Contract Data Requirement List (CDRL), DD Form 1423

Exhibit E – Contract Data Requirement List (CDRL), DD Form 1423

Exhibit F – Contract Data Requirement List (CDRL), DD Form 1423

Exhibit G – Contract Data Requirement List (CDRL), DD Form 1423

Exhibit H – Contract Data Requirement List (CDRL), DD Form 1423

Exhibit J – Contract Data Requirement List (CDRL), DD Form 1423

Exhibit K – Contract Data Requirement List (CDRL), DD Form 1423

Exhibit L – Contract Data Requirement List (CDRL), DD Form 1423

Exhibit M – Contract Data Requirement List (CDRL), DD Form 1423

Attachment J-1 - Statement of Work (SOW) for the UISS

Attachment J-2 – UISS System Requirements Document (SRD)

Attachment J-3 – Reserved

Attachment J-4 – Contract Security Classification Specification, DD254

Attachment J-5 – Reserved

Attachment J-6 – UISS Government Furnished Property (GFP) (Performance)

Attachment J-7 – UISS Government Furnished Property (GFP) (Incorporation)

Attachment J-8 – UISS Incentive Fee Plan

Attachment J-9 - Bidder's Question Submittal Form

Attachment J-10 – Classified Material Request Form

Attachment J-11 – Government Furnished Information

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.222-26	Equal Opportunity	MAR 2007
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)

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

(2) The small business size standard is [insert size standard].

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA--Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS
PRICE
ITEM QUANTITY QUOTATION TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the

Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(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(PRO0Net); 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)

52.225-18 PLACE OF MANUFACTURE (SEP 2006)

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

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

- (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) Outside the United States.

(End of provision)

52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--
CERTIFICATION (AUG 2009)

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

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)

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 \$700,000 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 provision)

52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check ``yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked ``Yes" above, the offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUL 2012)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vi) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in ORCA are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

___ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7022, Trade Agreements Certificate--Inclusion of Iraqi End Products.

___ (v) 252.225-7031, Secondary Arab Boycott of Israel.

___ (vi) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

___ (vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting
With Restrictions *			Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

CDRL	Title	DID #	Subtitle	APP	SOW PARA	Freq	Submittals Due	CLIN
A001	Integrated Program Management Report (IPMR)	DI-MGMT-81861	N/A	A	SOW Para 2.2.7	MTHLY		0007
A002	Monthly Progress Report	DI-MGMT-80227	CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT	N/A	SOW Para 2.2	MTHLY		0007
A003	Management Plan	DI-MGMT-80004A	FAILSAFE PLAN	A	SOW Para 2.6.3	3TIME R	45 days prior PDR, CDR, and Production TDR	0007
A004	Cost Fund Status Report (CFSR)	DI-MGMT-81468	N/A	A	SOW Para 2.2.8	MTHLY		0007
A005	Presentation Materials	DI-ADMIN-81373	N/A	N/A	SOW Para 2.3	ASREQ	7 days prior to each scheduled review/presentation	0007
A006	Conference Agenda	DI-ADMIN-81289A	N/A	N/A	SOW Para 2.3	ASREQ	7 days prior to each meeting/review event. Submittal for the TMs shall be at the meeting.	0007
A007	Meeting Minutes	DI-ADMIN-81505	REPORT/RECORD OF MEETING/MINUTES	A	SOW Para 2.3	ASREQ	7 days following completion of each event.	0007
A008	Contractor's Risk Management Plan	DI-MGMT-81808	N/A	A	SOW Para 2.2.3	2TIME R	30 days prior PDR and 30 days after Production option exercise	0007
A009	Risk Management Status Report	DI-MGMT-81809	N/A	N/A	SOW Para 2.2.3	ASREQ	45 DAC. Second submittals shall be 30 days following delivery of the first report and monthly thereafter.	0007
A010	Technical Report Studies/Services	DI-MISC-80508B	EMERGENCY OPERATIONS PROCEDURE	A	SOW Para 2.6.3	ASREQ	45 days prior PDR, CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007
A011	Management Plan	DI-MGMT-80004A	INTEGRATED MASTER PLAN (IMP)	A	SOW Para 2.2.9	ASREQ	60 DAC. The Contractor shall revise as required through contract completion as major program changes dictates.	0007
B001	Test and Evaluation Program Plan	DI-NDTI-81284	MTEPP	A	SOW Para 2.11.1	2TIME R	45 days prior PDR. Second submittal shall be as requested by the Government.	0007
B002	Test Plans/Procedures	DI-NDTI-80566A	N/A	A	SOW Para 2.11.2	ASREQ	60 days prior to first test of each test event.	0007
B003	Test Inspection Report	DI-NDTI-80809B	N/A	A	SOW Para 2.11.2	ASREQ	Quick Look Reports shall be submitted within 5 days after completion of test. Test Reports shall be submitted no later than 45 days following completion of each test.	0007
B004	Technical Videotape Presentation	DI-MISC-81275	N/A	N/A	SOW Para 2.11.2	ASREQ	7 days following completion of each major test event.	0007
B005	Presentation Materials	DI-ADMIN-81373	TRR PRESENTATION MATERIALS	N/A	SOW Para 2.11.2	ASREQ	30 days prior to the scheduled test event.	0007
B006	Status Report	DI-MGMT-80388A	TESTS/INSPECTIONS/TRIALS SITUATIONAL REPORTS	N/A	SOW Para 2.11.4	ASREQ	Daily/ Weekly reports shall be as required throughout the life of the contract.	0007
C001	Corrosion Prevention and Control Plan	DI-MFFP-81403	N/A	A	SOW Para 2.7.14	ASREQ	45 days prior PDR. Additional update as required throughout life of the contract.	0007
C002	System Safety Program Plan (SSPP)	DI-SAFT-81626	N/A	A	SOW Para 2.7.1	ASREQ	30 days after CA. Additional update as required throughout life of the contract.	0007
C003	System Safety Hazard Analysis Report	DI-SAFT-80101B	SEE BLOCK 16	A	SOW Para 2.7.6	2TIME R	PHA submittal shall be 45 days prior to PDR and SHA 30 days post CDR.	0007
C004	Health Hazard Assessment Report (HHAR)	DI-SAFT-80106B	N/A	A	SOW Para 2.7.8	ASREQ	45 days prior PDR, CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007
C005	HAZARDOUS MATERIALS MANAGEMENT PROGRAM (HMMP) PLAN	DI-MGMT-81398B	HMMP AND POLLUTION PREVENTION PLAN	A	SOW Para 2.7.11	ASREQ	30 days after CA. Additional update as required throughout life of the contract.	0007
C006	HAZARDOUS MATERIALS MANAGEMENT PROGRAM (HMMP) REPORT	DI-MISC-81397B (SEE BLK 16)	HMMP AND POLLUTION PREVENTION REPORT	A	SOW Para 2.7.12	ASREQ	45 days prior to PDR. Additional update as required throughout life of contract.	0007
C007	Environmental Health and Safety Plan (HSP)	DI-ENVR-81375	N/A	A	SOW Para 2.7.13	2TIME R	45 days prior to CDR and Production TDR.	0007
C008	System Safety Hazard Analysis Report (SSHA)	DI-SAFT-80101B	OPERATING & SUPPORT HAZARD ANALYSIS (O&SHA)	A	SOW Para 2.7.7	ASREQ	45 days prior to CDR and Production TDR. Additional updates as required throughout life of the contract.	0007
C009	Safety Assessment Report	DI-SAFT-80102B	N/A	A	SOW Para 2.7.9	ASREQ	45 days prior PDR, CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007
C010	Technical Report Studies/Services	DI-MISC-80508B	CORROSION PREVENTION AND CONTROL REPORT	A	SOW Para 2.7.14	ASREQ	45 days prior PDR, CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007
D001	Configuration Audit Summary Report	DI-CMAN-81022C	FUNCTIONAL/PHYSICAL CONFIGURATION AUDIT (CA)	A	SOW Para 2.8.4, 2.8.5	2TIME R	30 days after conduct of FCA and PCA.	0007
D002	Critical Task Analysis Report	DI-HFAC-81399A	N/A	A	SOW Para 2.9	ASREQ	45 days prior PDR, CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007
D003	Engineering Change Proposal	DI-CMAN-80639C	N/A	A	SOW Para 2.8.2.1	ASREQ	NLT 15 days after the need for change becomes known	0007
D004	Request for Deviation	DI-CMAN-80640C	N/A	A	SOW Para 2.8.2.1	ASREQ	NLT 15 days after the need for change becomes known	0007
D005	Electromagnetic Environmental Effects Integration & Analysis Report	DI-EMCS-81540B	N/A	A	SOW Para 2.2.13	ASREQ	45 days prior PDR, CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007
D006	Human Systems Integration (HSI) Report	DI-HFAC-81833	N/A	A	SOW Para 2.9	ASREQ	45 days prior PDR, CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007
D007	TECHNICAL REPORT - STUDY SERVICES	DI-MISC-80508B	TASK AND SKILLS ANALYSIS	A	SOW Para 2.6.6, 2.13.10	ASREQ	45 days prior PDR, CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007
D008	Source Data for Forecasting Diminishing Manufacturing Sources and Material Shortages (DMSMS)	DI-SESS-81656	DMSMS Management Plan	A	SOW Para 2.13.5.1	ASREQ	45 days prior PDR, CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007
D009	Item Unique Identification (IUID) Marking Plan	DI-MGMT-81803	N/A	A	SOW Para 2.13.6.1	ANNLY	60 DAC. Subsequent submittals shall be annual. Additional submittal due 30 days after the need for update becomes known.	0007
D010	Technical Report Studies/Services	DI-MISC-80508B	HUMAN ROBOT INTERFACE	A	SOW Para 2.9	ASREQ	45 days prior PDR, CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007
D011	PROPOSED SPARE PARTS LIST	DI-ISS-80134A	UISS SPARES LIST	A	SOW Para 2.13.7	ASREQ	45 days prior PDR, CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007
D012	PROPOSED SPARE PARTS LIST	DI-ISS-80134A	UISS TRAINING SYSTEM SPARES LIST	A	SOW Para 2.13.7	ASREQ	45 days prior Production TDR. Additional updates as required throughout life of the contract.	0007
D013	Special Equipment Tools and Test Equipment List	DI-ISS-80868	TOOLS AND TEST EQUIPMENT LIST	A	SOW Para 2.13.4	ASREQ	45 days prior PDR, CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007
D014	Contractor's CM Plan	DI-CMAN-80838B	N/A	A	SOW Para 2.8	ASREQ	45 days prior CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007
D015	Human Systems Integration (HSI) Program Plan	DI-HFAC-81743A/81742A	N/A	A	SOW Para 2.9	ASREQ	45 days prior CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007
D016	Operating Procedures for Hazardous Materials	DI-SAFT-80402	MATERIAL SAFETY DATA SHEET (MSDS)	A	SOW Para 2.7.12.1	O TIME R	45 days prior CDR.	0007
D017	As Built Configuration List - Common	DI-SESS-81830	N/A	N/A	SOW Para 2.8.3	ASREQ	with delivery of UISS EDM and first Production units. Additional with configuration changes of delivered unit. Also with data for Government executed change to the configuration.	0007
D018	Quality Assurance Program Plan	DI-QCIC-81794	N/A	A	SOW Para 2.12	ASREQ	45 days prior CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007
D019	Specification Change Notices (SCN)	DI-CMAN-80639C	N/A	A	SOW Para 2.8.2.2	ASREQ	NLT 15 days after the need for change becomes known	0007
D020	Technical Report Studies/Services	DI-MISC-80508B	Packaging, Handling, Storage, and Transportation	A	SOW Para 2.13.8	2TIME R	45 days prior CDR, and Production TDR.	0007
E001	Reliability Block Diagrams and Mathematical Models Report	DI-REL-81496	RELIABILITY REPORT	A	SOW Para 2.6.1.1	ASREQ	45 days prior CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007
E002	Reliability Prediction and Documentation of Supporting Data	DI-REL-81497	RELIABILITY PREDICTION	A	SOW Para 2.6.1	ASREQ	45 days prior CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007
E003	Equipment Operation Log	DI-MISC-81617	MAINTENANCE HISTORY REPORT	N/A	SOW Para 2.13.1	ASREQ	First submission NLT 30 days after the need for failure report becomes known. Additional updates as required throughout life of the contract.	0007
E004	Training Conduct Support Document	DI-SESS-81523B	N/A	A	SOW Para 2.13.2	ASREQ	60 days prior to each course conduct.	0007
E005	Failure Mode Effects, and Criticality Analysis Report	DI-ISS-81495	N/A	N/A	SOW Para 2.6.2	ASREQ	45 days prior PDR, CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007

E006	Failure Analysis and Corrective Action Report (FACAR)	DI-SESS-81315B	FAILURE REPORTING AND CORRECTIVE ACTION SYSTEM	N/A	SOW Para 2.6.4	ASREQ	part of the Program Review.	0007
F001	Developmental Design Drawings/Models and Associated Lists	DI-SESS-81002E	NON NDI AND NON COTS ITEM DRAWINGS	A	SOW Para 2.13.13, 2.13.13.1	ASREQ	45 days prior PDR, CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007
F002	Commercial Drawings/Models and Associated Lists	DI-SESS-81003D	NDI OR COTS ITEM DRAWINGS	A	SOW Para 2.13.13.1	ASREQ	45 days prior PDR, CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007
F003	Special Inspection Equipment (SIE) Drawings/Models and Associated Lists	DI-SESS-81004D	N/A	A	SOW Para 2.13.13.2	ASREQ	45 days prior PDR, CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007
F004	Special Tooling (ST) Drawings/Models and Associated Lists	DI-SESS-81008D	N/A	A	SOW Para 2.13.13.2	ASREQ	45 days prior PDR, CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007
G001	Firmware Support Manual	DI-IPSC-81448A	N/A	A	SOW Para 2.5.7	2TIME/R	150 days after the CDR. Second submittal shall be final "as built" Production baseline submitted 90 days prior to the first Production delivery.	0008, 0212
G002	System Technical Manual	DI-TMSS-81677A	N/A	A	SOW Para 2.13.11	2TIME/R	150 days after the CDR. Second submittal shall be final "as built" Production baseline submitted 90 days prior to the first Production delivery.	0008, 0212
G003	Subsystem Technical Manual	DI-TMSS-81676A	N/A	A	SOW Para 2.13.11	2TIME/R	150 days after the CDR. Second submittal shall be final "as built" Production baseline submitted 90 days prior to the first Production delivery.	0008, 0212
G004	Equipment Technical Manual	DI-TMSS-81675	N/A	A	SOW Para 2.13.11	2TIME/R	150 days after the CDR. Second submittal shall be final "as built" Production baseline submitted 90 days prior to the first Production delivery.	0008, 0212
G005	Software User Manual	DI-IPSC-81443A	N/A	A	SOW Para 2.5.9	2TIME/R	150 days after the CDR. Second submittal shall be final "as built" Production baseline submitted 90 days prior to the first Production delivery.	0008, 0212
G006	Technical Report Studies/Services	DI-MISC-80508B	SOFTWARE MAINTENANCE DOCUMENT	A	SOW Para 2.5.10	2TIME/R	150 days after the CDR. Second submittal shall be final "as built" Production baseline submitted 90 days prior to the first Production delivery.	0008, 0212
H001	Interface Control Document (ICD)	DI-CMAN-81248	N/A	A	SOW Para 2.4.3.4	ASREQ	45 days prior PDR, CDR, and Production TDR. Additional updates as required throughout life of the contract.	0007
H002	System Engineering Management Plan (SEMP)	DI-SESS-81785	N/A	A	SOW Para 2.4.2	2TIME/R	30 days after CA. Second submittal shall be 30 days after Production option exercise.	0007
H003	Specification Requirement VERIFICATION Matrix (SRVM)	DI-MISC-81283	N/A	A	SOW Para 2.4.3.3	3TIME/R	10 days prior to SRR and 45 days prior to CDR and Production TDR.	0007
H004	System/Subsystem Design Description (SSDD)	DI-IPSC-81432A	N/A	A	SOW Para 2.4.3.2	3TIME/R	45 days prior PDR, CDR, and Production TDR.	0007
H005	Software Product Specification (SPS)	DI-IPSC-81441A	N/A	A	SOW Para 2.5.1	ASREQ	45 days prior SW CDR, and Production TDR. Additional submittals required with software version delivery.	0007
H006	Software Development Plan (SDP)	DI-IPSC-81427A	N/A	A	SOW Para 2.5.2	2TIME/R	30 days after CA. Second submittal shall be 30 days after Production option exercise.	0007
H007	Software Requirement Specification (SRS)	DI-IPSC-81433A	N/A	A	SOW Para 2.5.3	ASREQ	45 days prior PDR. Additional submittals required with software version delivery.	0007
H008	Interface Design Description (IDD)	DI-IPSC-81436A	INTERFACE DESIGN DOCUMENT	A	SOW Para 2.5.5	3TIME/R	45 days prior PDR, SW CDR, and Production TDR.	0007
H009	Software Test Plan (STP)	DI-IPSC-81438A	N/A	A	SOW Para 2.5.6.1	ASREQ	45 days prior PDR. Additional updates as required throughout life of the contract.	0007
H010	Software Test Report (STR)	DI-IPSC-81440A	N/A	A	SOW Para 2.5.6.4	ASREQ	15 days after completion of software test.	0007
H011	INFORMATION ASSURANCE (IA) IMP	DI-XXXX-XXXX	N/A	A	SOW Para 2.2.11	2TIME/R	45 days prior PDR and CDR.	0007
H012	PLATFORM INFORMATION TECHNOLOGY	DI-XXXX-XXXX	N/A	A	SOW Para 2.2.11	ASREQ	as requested by the Government.	0007
H013	Critical Item Product Functional Specifications	DI-SDMP-81493A	CRITICAL ITEM PRODUCT FUNCTIONAL SPECIFICATIONS	A	SOW Para 2.4.3.1	3TIME/R	45 days prior CDR and Production TDR. A final "as-built" version of the CIPF(s) shall be delivered concurrent with TDR, CDR, M001.	0007
H014	INFORMATION ASSURANCE STRATEGY SECURITY PLAN	DI-XXXX-XXXX	N/A	A	SOW Para 2.2.11	ASREQ	Due as requested by the Government during contracting period with Final IA Strategy required 180 days prior to Milestone C. The IAS shall also be submitted as an artifact in the Program Protection Plan, CDR, H016.	0007
H015	Technical Report Studies/Services	DI-MISC-80508B	OPEN ARCHITECTURE ASSESSMENT TOOL (OAAAT) REPORT	A	SOW Para 2.4.1	3TIME/R	45 days prior PDR, CDR, and Production TDR.	0007
H016	PROGRAM PROTECTION IMPLEMENTATION PLAN (PPP)	DI-XXXX-XXXX	N/A	A	SOW Para 2.2.12	ASREQ	Due as requested by the Government.	0007
H017	Software Version Description (SVD)	DI-IPSC-81442A	N/A	A	SOW Para 2.5.8	ASREQ	Due with software version delivery.	0007
H018	Software Design Description (SDD)	DI-IPSC-81435A	N/A	A	SOW Para 2.5.4	3TIME/R	45 days prior PDR, SW CDR, and Production TDR.	0007
H019	SYSTEM/SUBSYSTEM SPECIFICATION (SSS)	DI-IPSC-81431A	UISS SYSTEM/SUBSYSTEM SPECIFICATION (SSS)	A	SOW Para 2.4.3.5	ASREQ	Due within 30 days after Government's request.	0007
H020	Software Test Description (STD)	DI-IPSC-81439A	N/A	A	SOW Para 2.5.6.2	ONE/R	45 days prior SW CDR.	0007
H021	Management Plan	DI-MGMT-8009A	WEIGHT MANAGEMENT PLAN	A	SOW Para 2.4.4	ONE/R	30 D.A.C.	0007
H022	Technical Report Studies/Services	DI-MISC-80508B	WEIGHT AND STABILITY ANALYSIS REPORT	A	SOW Para 2.4.4.1	ASREQ	45 days prior PDR, CDR, and monthly thereafter throughout life of the contract.	0007
H023	Technical Report Studies/Services	DI-MISC-80508B	COMMAND, CONTROL, COMMUNICATIONS.	A	SOW Para 2.4.5	2TIME/R	45 days prior to PDR and CDR.	0007
H024	Technical Report Studies/Services	DI-MISC-80508B	ENGINEERING ANALYSIS REPORT	A	SOW Para 2.4.6	ASREQ	Various analyses due 45 days prior PDR, CDR, and PDF.	0007
K001	Technical Report Studies/Services	DI-MISC-80508B	ENGINEERING STUDIES/ANALYSES REPORT	A	SOW Para 2.1.3 (SEE BLOCK 16)	ASREQ	Due 30 days after the completion of the ES task issued.	0007
K001	Reliability Centered Maintenance (RCM) Corrective Maintenance (CM) Development Report	DI-SESS-81829	N/A	A	SOW Para 2.13.3	ASREQ	30 days after Production option exercise. Second submittal shall be 90 days prior PCA. Additional update as required throughout life of the contract.	0211
K002	Configuration Status Accounting Information	DI-CMAN-81253A	N/A	N/A	SOW Para 2.8.3	QTRLY	Start at the end of the first full quarter after Production option award and each quarter thereafter	0211
K003	Reliability Centered Maintenance (RCM) Inactive Equipment Maintenance (IEM) Requirement Analysis Report	DI-SESS-80989A	N/A	A	SOW Para 2.13.3	ASREQ	30 days after Production option is exercised and 90 days prior PCA. Additional update as required throughout life of the contract.	0211
K004	Parts Management Plan	DI-SDMP-81748	N/A	A	SOW Para 2.13.6	ONE/R	30 days after Production option is exercised.	0211
K005	Logistics Management Information (LMI) Summaries	DI-ALSS-81530	N/A	A	SOW Para 2.13.1	ASREQ	30 days after Production option is exercised and revise as required.	0211
K006	Planned Maintenance System Maintenance Requirements Card	DI-SESS-80991A	N/A	A	SOW Para 2.13.1	ASREQ	30 days after Production option is exercised and 90 days prior PCA. Additional update as required throughout life of the contract.	0211
K007	Planned Maintenance System Maintenance Index Page	DI-SESS-80992A	N/A	A	SOW Para 2.13.1	ASREQ	30 days after Production option is exercised and 90 days prior PCA. Additional update as required throughout life of the contract.	0211
K008	Reliability Centered Maintenance (RCM) Master System and Subsystem Index (MSI)	DI-SESS-80979A	N/A	A	SOW Para 2.13.3	ASREQ	30 days after Production option is exercised and 90 days prior PCA. Additional update as required throughout life of the contract.	0211
K009	Reliability Centered Maintenance (RCM) Functional Failure Analysis (FFA) Report	DI-SESS-80981A	N/A	A	SOW Para 2.13.3	ASREQ	30 days after Production option is exercised and 90 days prior PCA. Additional update as required throughout life of the contract.	0211
K010	Reliability Centered Maintenance (RCM) Additional Functionally Significant Item (AFSI) Selection Report	DI-SESS-80983A	N/A	A	SOW Para 2.13.3	ASREQ	30 days after Production option is exercised and 90 days prior PCA. Additional update as required throughout life of the contract.	0211
K011	Reliability Centered Maintenance (RCM) Logic Tree Analysis (LTA) with Supporting Rationale and Justification Report	DI-SESS-80984A	N/A	A	SOW Para 2.13.3	ASREQ	30 days after Production option is exercised and 90 days prior PCA. Additional update as required throughout life of the contract.	0211
K012	Reliability Centered Maintenance (RCM) Servicing and Lubrication Analysis (SLA) Report	DI-SESS-80985A	N/A	A	SOW Para 2.13.3	ASREQ	30 days after Production option is exercised and 90 days prior PCA. Additional update as required throughout life of the contract.	0211
K013	Reliability Centered Maintenance (RCM) Maintenance Requirement Index (MRI)	DI-SESS-80986A	N/A	A	SOW Para 2.13.3	ASREQ	30 days after Production option is exercised and 90 days prior PCA. Additional update as required throughout life of the contract.	0211
K014	Reliability Centered Maintenance (RCM) Task Definition Report	DI-SESS-80988A	N/A	A	SOW Para 2.13.3	ASREQ	30 days after Production option is exercised and 90 days prior PCA. Additional update as required throughout life of the contract.	0211
L001	Interactive Electronic Technical Manual (IETM)	none	N/A	A	SOW Para 2.13.12	ONE/R	45 days prior to Production TDR.	0213
M001	Technical Data Package (TDP)	DI-CMAN-80776	N/A	A	SOW Para 2.13.15	ONE/R	180 days after exercise of Production option.	0311

CONTRACT DATA REQUIREMENTS LIST					<i>Form Approved</i> <i>OMB No. 0704-0188</i>									
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A. CONTRACT LINE ITEM NO. 0007			B. EXHIBIT A		C. CATEGORY TDP ___ TM___ OTHER ___ MISC ___									
D. SYSTEM / ITEM UISS			E. CONTRACT / PR NO. N00024-13-R-6312		F. CONTRACTOR TBD									
1. DATA ITEM NO. A010	2. TITLE OF DATA ITEM TECHNICAL REPORT -STUDY/SERVICES				3. SUBTITLE EMERGENCY OPERATIONS PROCEDURE			17. PRICE GROUP 18. ESTIMATED TOTAL PRICE						
4. AUTHORITY (Data Acquisition Doc. No.) DI-MISC-80508B			5. CONTRACT REFERENCE SOW Para 2.6.3		6. REQUIRING OFFICE PMS406									
7. DD250 REQ LT	9. DIST STATEMENT D (SEE BLOCK 16)		10. FREQUENCY ASREQ	12. DATE OF FIRST SUB SEE BLOCK 16		14. DISTRIBUTION								
8. APP CODE A (SEE BLOCK 16)			11. AS OF DATE N/A	13. DATE OF SUBSQ SUB N/A		a. ADDRESSEE	Draft	Reg	Repro					
16. REMARKS Blk 8: Allow 20 days for Government review. The Contractor shall incorporate any comments and return within 10 days after receipt of comments. Blk 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only for critical technology (as determined on 1 Jan 2012). Other requests shall be referred to NAVSEA PMS406. Blks 12, 13: Submittals shall be 45 days prior to PDR, CDR, and (if option is exercised) Production Technical Design Review. Additional updates as required throughout life of the contract. Blk 14: Digital submittal shall be Microsoft Office 2007 or higher compatible files and AUTOCAD Mechanical 2008 compatible for drawings/illustrations on CDs or DVDs suitable for use on a personal computer using Windows (XP Professional or higher). Submittal shall be posted to IDE. The contractor shall send electronic notification including the IDE link to all recipients to indicate submittal of document for review. For all final deliveries, the Contractor shall send encrypted electronic notification including the IDE link to all recipients to indicate submittal of document for review.						IDE	1	1	0					
						SEE BLOCK 16								
						15. TOTAL						1	1	0
						G. PREPARED BY Pearl Young, PMS406U1			H. DATE		I. APPROVED BY Sharon Wetzel, PMS406F1		J. DATE	

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

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OMB No. 0704-0188*

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A. CONTRACT LINE ITEM NO. 0007		B. EXHIBIT K		C. CATEGORY TDP ___ TM___ OTHER ___ MGMT ___				
D. SYSTEM / ITEM UISS		E. CONTRACT / PR NO. N00024-13-R-6312		F. CONTRACTOR TBD				
1. DATA ITEM NO. A011	2. TITLE OF DATA ITEM MANAGEMENT PLAN		3. SUBTITLE INTEGRATED MASTER PLAN (IMP)					
4. AUTHORITY (Data Acquisition Doc. No.) DI-MGMT-80004A (SEE BLOCK 16)		5. CONTRACT REFERENCE SOW Para 2.2.9		6. REQUIRING OFFICE PMS406				
7. DD250 REQ LT	9. DIST STATEMENT D (SEE BLOCK 16)	10. FREQUENCY ASREQ	12. DATE OF FIRST SUB SEE BLOCK 16	14. DISTRIBUTION				
8. APP CODE A (SEE BLOCK 16)	11. AS OF DATE N/A		13. DATE OF SUBSQ SUB SEE BLOCK 16	b. COPIES				
16. REMARKS Blk 4: DI-MGMT-80004A under Para 3.2.m Other the Contractor shall address the following: Sub-Contractor's personnel and physical Security Policies and procedures and if applicable foreign nationals shall be addressed. Blk 8: Allow 20 days for Government review. The Contractor shall incorporate any comments and return within 10 days after receipt of comments. Blk 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only for critical technology (as determined on 1 Jan 2012). Other requests shall be referred to NAVSEA PMS406. Blks 12, 13: First submittal shall be prior 60 DAC. The Contractor shall revise as required through contract completion as major program changes dictates. Blk 14: Digital submittal shall be Microsoft Office 2007 or higher compatible files and AUTOCAD Mechanical 2008 compatible for drawings/illustrations on CDs or DVDs suitable for use on a personal computer using Windows (XP Professional or higher). Submittal shall be posted to IDE. The contractor shall send electronic notification including the IDE link to all recipients to indicate submittal of document for review. For all final deliveries, the Contractor shall send encrypted electronic notification including the IDE link to all recipients to indicate submittal of document for review.				a. ADDRESSEE	Draft	Final		
						Reg	Repro	
				IDE	1	1	0	
				SEE BLOCK 16				
				15. TOTAL				1
G. PREPARED BY Pearl Young, PMS406U1		H. DATE	I. APPROVED BY Sharon Wetzel, PMS406F1		J. DATE			

17. PRICE GROUP
18. ESTIMATED

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

*Form Approved
OMB No. 0704-0188*

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A. CONTRACT LINE ITEM NO. 0007	B. EXHIBIT B	C. CATEGORY TDP ___ TM___ OTHER ___ NDTI ___
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D. SYSTEM / ITEM UISS	E. CONTRACT / PR NO. N00024-13-R-6312	F. CONTRACTOR TBD
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1. DATA ITEM NO. B003	2. TITLE OF DATA ITEM TEST/INSPECTION REPORT	3. SUBTITLE N/A	17. PRICE GROUP
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4. AUTHORITY (Data Acquisition Doc. No.) DI-NDTI-80809B (SEE BLOCK 16)	5. CONTRACT REFERENCE SOW Para 2.11.2	6. REQUIRING OFFICE PMS406	18. ESTIMATED TOTAL PRICE
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7. DD250 REQ LT	9. DIST STATEMENT D (SEE BLOCK 16)	10. FREQUENCY ASREQ	12. DATE OF FIRST SUB ASREQ (SEE BLOCK 16)	14. DISTRIBUTION	b. COPIES		
8. APP CODE A (SEE BLOCK 16)		11. AS OF DATE N/A	13. DATE OF SUBSQ SUB ASREQ (SEE BLOCK 16)	a. ADDRESSEE	Draft	Final	
						Reg	Repro

<p>16. REMARKS</p> <p>Blk 4: The signature of the Government Representative designated by PCO that witnessed the inspection and testing shall be contained on the cover report. The Government Representative will note any part of the testing/inspection that was not witnessed. Still-photos and written notes should be included as an appendix.</p> <p>Blk 8: Allow 20 days for Government review. The Contractor shall incorporate any comments and return within 10 days after receipt of comments. Exception for approval: Builder's Trail, SOW Para 2.11.7, requires review and comments incorporation but approval does not apply.</p> <p>Blk 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only for critical technology (as determined on 1 Jan 2012). Other requests shall be referred to NAVSEA PMS406.</p> <p>Blks 12, 13: Quick Look Reports shall be submitted within 5 days after completion of test. Approval is not required for Quick Look Reports. The Test Reports shall be submitted no later than 45 days following completion of each test event.</p> <p>Blk 14: Digital submittal shall be Microsoft Office 2007 or higher compatible files and AUTOCAD Mechanical 2008 compatible for drawings/illustrations on CDs or DVDs suitable for use on a personal computer using Windows (XP Professional or higher). Submittal shall be posted to IDE. The contractor shall send electronic notification including the IDE link to all recipients to indicate submittal of document for review. For all final deliveries, the Contractor shall send encrypted electronic notification including the IDE link to all recipients to indicate submittal of document for review.</p>	IDE	1	1	0
	SEE BLOCK 16			
	15. TOTAL		1	1

G. PREPARED BY Pearl Young, PMS406U1	H. DATE	I. APPROVED BY Sharon Wetzel, PMS406F1	J. DATE
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A. CONTRACT LINE ITEM NO. 0007		B. EXHIBIT B		C. CATEGORY TDP ___ TM___ OTHER ___ MGMT___					
D. SYSTEM / ITEM UISS			E. CONTRACT / PR NO. N00024-13-R-6312		F. CONTRACTOR TBD				
1. DATA ITEM NO. B005	2. TITLE OF DATA ITEM PRESENTATION MATERIALS			3. SUBTITLE TRR PRESENTATION MATERIALS				17. PRICE GROUP 18. ESTIMATED TOTAL PRICE	
4. AUTHORITY (Data Acquisition Doc. No.) DI-ADMN-81373		5. CONTRACT REFERENCE SOW Para 2.11.2 (SEE BLOCK 16)			6. REQUIRING OFFICE PMS406				
7. DD250 REQ LT	9. DIST STATEMENT D (SEE BLOCK 16)	10. FREQUENCY ASREQ	11. AS OF DATE N/A	12. DATE OF FIRST SUB SEE BLOCK 16	13. DATE OF SUBSQ SUB SEE BLOCK 16	14. DISTRIBUTION			
8. APP CODE A (SEE BLOCK 16)						a. ADDRESSEE	Draft	b. COPIES Final Reg Repro	
16. REMARKS Blk 5: Required for all test/inspection/test except Builder's Trial, SOW Para 2.11.7. Blk 8: Allow 10 days for Government review. The Contractor shall incorporate any comments and return within 10 days after receipt of comments. Blk 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only for critical technology (as determined on 1 Jan 2012). Other requests shall be referred to NAVSEA PMS406. Blks 12, 13: Submittal shall be 30 days prior to the scheduled test event. Blk 14: Digital submittal shall be Microsoft Office 2007 or higher compatible files and AUTOCAD Mechanical 2008 compatible for drawings/illustrations on CDs or DVDs suitable for use on a personal computer using Windows (XP Professional or higher). Submittal shall be posted to IDE. The contractor shall send electronic notification including the IDE link to all recipients to indicate submittal of document for review.						IDE	1	1	0
						SEE BLOCK 16			
G. PREPARED BY Pearl Young, PMS406U1			H. DATE	I. APPROVED BY Sharon Wetzel, PMS406F1			J. DATE		

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A. CONTRACT LINE ITEM NO. 0007		B. EXHIBIT C		C. CATEGORY TDP ___ TM___ OTHER ___ MISC ___					
D. SYSTEM / ITEM UISS			E. CONTRACT / PR NO. N00024-13-R-6312		F. CONTRACTOR TBD				
1. DATA ITEM NO. C010	2. TITLE OF DATA ITEM TECHNICAL REPORT -STUDY/SERVICES			3. SUBTITLE CORROSION PREVENTION AND CONTROL REPORT			17. PRICE GROUP 18. ESTIMATED TOTAL PRICE		
4. AUTHORITY (Data Acquisition Doc. No.) DI-MISC-80508B		5. CONTRACT REFERENCE SOW Para 2.7.14		6. REQUIRING OFFICE PMS406					
7. DD250 REQ LT	9. DIST STATEMENT D (SEE BLOCK 16)	10. FREQUENCY ASREQ	12. DATE OF FIRST SUB SEE BLOCK 16	14. DISTRIBUTION					
8. APP CODE A (SEE BLOCK 16)	11. AS OF DATE N/A	13. DATE OF SUBSQ SUB SEE BLOCK 16	a. ADDRESSEE	Draft	Reg	b. COPIES Repro			
16. REMARKS Blk 4: The Contractor shall provide a report that IDENTifies all dissimilar metal locations and mitigations used in accordance with UISS SRD and CDRL C001. Blk 8: Allow 20 days for Government review. The Contractor shall incorporate any comments and return within 10 days after receipt of comments. Blk 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only for critical technology (as determined on 1 Jan 2012). Other requests shall be referred to NAVSEA PMS406. Blks 12, 13: Submittals shall be 45 days prior to PDR, CDR, and (if option is exercised) Production Technical Design Review. Additional updates as required throughout life of the contract. Blk 14: Digital submittal shall be Microsoft Office 2007 or higher compatible files and AUTOCAD Mechanical 2008 compatible for drawings/illustrations on CDs or DVDs suitable for use on a personal computer using Windows (XP Professional or higher). Submittal shall be posted to IDE. The contractor shall send electronic notification including the IDE link to all recipients to indicate submittal of document for review. For all final deliveries, the Contractor shall send encrypted electronic notification including the IDE link to all recipients to indicate submittal of document for review.			IDE	1	1	0			
			SEE BLOCK 16						
			15. TOTAL			1	1	0	
			G. PREPARED BY Pearl Young, PMS406U1		H. DATE	I. APPROVED BY Sharon Wetzel, PMS406F1		J. DATE	

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A. CONTRACT LINE ITEM NO. 0007		B. EXHIBIT D		C. CATEGORY TDP ___ TM___ OTHER ___ SESS ___								
D. SYSTEM / ITEM UISS			E. CONTRACT / PR NO. N00024-13-R-6312		F. CONTRACTOR TBD							
1. DATA ITEM NO. D017	2. TITLE OF DATA ITEM AS BUILT CONFIGURATION LIST-COMMON (ABCL-C)			3. SUBTITLE N/A				17. PRICE GROUP				
4. AUTHORITY (Data Acquisition Doc. No.) DI-SESS-81830	5. CONTRACT REFERENCE SOW Para 2.8.3			6. REQUIRING OFFICE PMS406				18. ESTIMATED TOTAL PRICE				
7. DD250 REQ LT	9. DIST STATEMENT D (SEE BLOCK 16)	10. FREQUENCY ASREQ	12. DATE OF FIRST SUB SEE BLOCK 16	14. DISTRIBUTION								
8. APP CODE N/A	11. AS OF DATE SEE BLOCK 16	13. DATE OF SUBSO SUB SEE BLOCK 16	a. ADDRESSEE	Draft	Final	Reg	Repro					
16. REMARKS Blk 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only for critical technology (as determined on 1 Jan 2012). Other requests shall be referred to NAVSEA PMS406. Blks 11,12, 13: Submittal shall be with delivery of UISS EDM and first Production units. Additional submittals required with configuration changes of delivered unit. Additional submittals also required when Contractor is provided with data for Governement executed change to the configuration. Blk 14: Digital submittal shall be Microsoft Office 2007 or higher compatible files and AUTOCAD Mechanical 2008 compatible for drawings/illustrations on CDs or DVDs suitable for use on a personal computer using Windows (XP Professional or higher). Submittal shall be posted to IDE. The contractor shall send electronic notification including the IDE link to all recipients to indicate submittal of document for review. For all final deliveries, the Contractor shall send encrypted electronic notification including the IDE link to all recipients to indicate submittal of document for review. ABCL-C shall be submitted in MS Excel format.				IDE	0	1	0					
				SEE BLOCK 16								
15. TOTAL				0	1	0						
G. PREPARED BY Pearl Young, PMS406U1			H. DATE	I. APPROVED BY Sharon Wetzel, PMS406F1			J. DATE					

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					<i>Form Approved</i> <i>OMB No. 0704-0188</i>									
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A. CONTRACT LINE ITEM NO. 0007		B. EXHIBIT E		C. CATEGORY TDP ___ TM___ OTHER ___ILSS___										
D. SYSTEM / ITEM UISS			E. CONTRACT / PR NO. N00024-13-R-6312		F. CONTRACTOR TBD									
1. DATA ITEM NO. E005	2. TITLE OF DATA ITEM FAILURE MODE EFFECTS, AND CRITICALITY ANALYSIS (FMECA)				3. SUBTITLE N/A			17. PRICE GROUP						
								18. ESTIMATED TOTAL PRICE						
4. AUTHORITY (Data Acquisition Doc. No.) DI-ILSS-81495 (SEE BLOCK 16)			5. CONTRACT REFERENCE SOW Para 2.6.2			6. REQUIRING OFFICE PMS406								
7. DD250 REQ LT	9. DIST STATEMENT D (SEE BLOCK 16)	10. FREQUENCY ASREQ	11. AS OF DATE N/A	12. DATE OF FIRST SUB SEE BLOCK 16	13. DATE OF SUBSQ SUB SEE BLOCK 16	14. DISTRIBUTION								
8. APP CODE N/A						a. ADDRESSEE	Draft	b. COPIES Final						
						IDE	0	1	0					
						SEE BLOCK 16								
16. REMARKS Blk 4: Submission shall be in Contractor format. The Contractor shall provide: a. Block diagrams b. Completed FMECA- maintainability information worksheets (when applicable) Blk 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only for critical technology (as determined on 1 Jan 2012). Other requests shall be referred to NAVSEA PMS406. Blks 12, 13: Submittals shall be 45 days prior to PDR, CDR, and (if option is exercised) Production Technical Design Review. Additional updates as required throughout life of the contract. Blk 14: Digital submittal shall be Microsoft Office 2007 or higher compatible files and AUTOCAD Mechanical 2008 compatible for drawings/illustrations on CDs or DVDs suitable for use on a personal computer using Windows (XP Professional or higher). Submittal shall be posted to IDE. The contractor shall send electronic notification including the IDE link to all recipients to indicate submittal of document for review. For all final deliveries, the Contractor shall send encrypted electronic notification including the IDE link to all recipients to indicate submittal of document for review.														
												15. TOTAL	0	1
G. PREPARED BY Pearl Young, PMS406U1			H. DATE	I. APPROVED BY Sharon Wetzel, PMS406F1			J. DATE							

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					<i>Form Approved</i> <i>OMB No. 0704-0188</i>						
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.											
A. CONTRACT LINE ITEM NO. 0007		B. EXHIBIT E		C. CATEGORY TDP ___ TM___ OTHER <u>SESS</u>							
D. SYSTEM / ITEM UISS			E. CONTRACT / PR NO. N00024-13-R-6312		F. CONTRACTOR TBD						
1. DATA ITEM NO. E006	2. TITLE OF DATA ITEM FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT (FACAR)				3. SUBTITLE FAILURE REPORTING AND CORRECTIVE ACTION SYSTEM (FRACAS)			17. PRICE GROUP			
4. AUTHORITY (Data Acquisition Doc. No.) DI-SESS-81315B	5. CONTRACT REFERENCE SOW Para 2.6.4			6. REQUIRING OFFICE PMS406				18. ESTIMATED TOTAL PRICE			
7. DD250 REQ LT	9. DIST STATEMENT D (SEE BLOCK 16)	10. FREQUENCY ASREQ	12. DATE OF FIRST SUB SEE BLOCK 16	14. DISTRIBUTION							
8. APP CODE N/A	11. AS OF DATE N/A	13. DATE OF SUBSQ SUB SEE BLOCK 16	a. ADDRESSEE	Draft	Reg	Repro	b. COPIES Final				
16. REMARKS Blk 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only for critical technology (as determined on 1 Jan 2012). Other requests shall be referred to NAVSEA PMS406. Blks 12, 13: Submittals shall be part of the Program Review. Blk 14: Digital submittal shall be Microsoft Office 2007 or higher compatible files and AUTOCAD Mechanical 2008 compatible for drawings/illustrations on CDs or DVDs suitable for use on a personal computer using Windows (XP Professional or higher). Submittal shall be posted to IDE. The contractor shall send electronic notification including the IDE link to all recipients to indicate submittal of document for review. For all final deliveries, the Contractor shall send encrypted electronic notification including the IDE link to all recipients to indicate submittal of document for review.				IDE	0	1	0				
				SEE BLOCK 16							
15. TOTAL				0	1	0					
G. PREPARED BY Pearl Young, PMS406U1			H. DATE	I. APPROVED BY Sharon Wetzel, PMS406F1			J. DATE				

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 0007		B. EXHIBIT F		C. CATEGORY TDP <input checked="" type="checkbox"/> TM <input type="checkbox"/> OTHER <input type="checkbox"/>			
D. SYSTEM / ITEM UISS			E. CONTRACT / PR NO. N00024-13-R-6312		F. CONTRACTOR TBD		
1. DATA ITEM NO. F001	2. TITLE OF DATA ITEM DEVELOPMENTAL DESIGN DRAWINGS/MODELS AND ASSOCIATED LISTS			3. SUBTITLE NON NDI AND NON COTS ITEM DRAWINGS		17. PRICE GROUP	
4. AUTHORITY (Data Acquisition Doc. No.) DI-SESS-81002E (SEE BLOCK 16)	5. CONTRACT REFERENCE SOW Para 2.13.13, 2.13.13.1			6. REQUIRING OFFICE PMS406		18. ESTIMATED TOTAL PRICE	
7. DD250 REQ DD	9. DIST STATEMENT D (SEE BLOCK 16)	10. FREQUENCY ASREQ	12. DATE OF FIRST SUB SEE BLOCK 16	14. DISTRIBUTION			
8. APP CODE A (SEE BLOCK 16)	11. AS OF DATE N/A	13. DATE OF SUBSQ SUB SEE BLOCK 16	a. ADDRESSEE	Draft	b. COPIES Final Reg Repr		
16. REMARKS Blk 4: See TDP Option Selection Worksheets. Blk 8: Allow 20 days for Government review. The Contractor shall incorporate any comments and return within 10 days after receipt of comments. Blk 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only for critical technology (as determined on 1 Jan 2012). Other requests shall be referred to NAVSEA PMS406. Blks 12, 13: Submittals shall be 45 days prior to PDR, CDR, and (if option is exercised) Production Technical Design Review. Additional updates as required throughout life of the contract. Blk 14: Digital submittal shall be Microsoft Office 2007 or higher compatible files and AUTOCAD Mechanical 2008 compatible for drawings/illustrations on CDs or DVDs suitable for use on a personal computer using Windows (XP Professional or higher). Submittal shall be posted to IDE. The contractor shall send electronic notification including the IDE link to all recipients to indicate submittal of document for review. For all final deliveries, the Contractor shall send encrypted electronic notification including the IDE link to all recipients to indicate submittal of document for review.				IDE	1	1	0
				SEE BLOCK 16			
15. TOTAL				1	1	0	
G. PREPARED BY Pearl Young, PMS406U1		H. DATE	I. APPROVED BY Sharon Wetzel, PMS406F1		J. DATE		

TDP OPTION SELECTION WORKSHEET			
SYSTEM:		DATE PREPARED:	
A. CONTRACT NO. N00024-13-R-6312	B. EXHIBIT/ATTACHMENT NO. F	C. CLIN 0007	D. CDRL DATA ITEM NO(s) F001
1. TDP Level (X and complete as applicable)			
A. <input checked="" type="checkbox"/> CONCEPTUAL LEVEL <input type="checkbox"/> DEVELOPMENTAL LEVEL <input type="checkbox"/> PRODUCTION LEVEL	B. REMARKS Conceptual Level for PDR, Developmental Level for CDR, and Production Level for Production TDR		
2. TYPE AND FORMAT (X all that apply and complete as applicable)			
A. <input type="checkbox"/> TYPE 2D: 2D DRAWINGS <input type="checkbox"/> TYPE 3D: 3D MODELS ONLY <input checked="" type="checkbox"/> TYPE 3D: 3D MODELS WITH ASSOCIATED 2D DRAWINGS	B. <input checked="" type="checkbox"/> NATIVE CAD (SPECIFY TYPE) <input type="checkbox"/> ISO 10303 STEP FORMAT (SPECIFY STEP PROTOCOL AP203, AP214, ETC.) <input type="checkbox"/> ISO 32000 PORTABLE DOCUMENT FORMAT <input checked="" type="checkbox"/> OTHER ELECTRONIC FORMAT (SPECIFY TYPE) <u>Drawings shall be in ADOBE ACROBAT PROFESSIONAL 8.0 .pdf files and in AutoCAD MECHANICAL release (version 2008). 3D Models shall be in Native format, STEP format, and IGES format.</u> <input type="checkbox"/> HARDCOPY REMARKS: <u>Drawing masters shall be deliverable via IDE</u>		
3. CAGE CODE AND DOCUMENT NUMBERS		A. <input type="checkbox"/> CONTRACTOR CAGE AND DOCUMENT NUMBERS <input checked="" type="checkbox"/> GOVERNMENT CAGE (COMPLETE 3B & 3C OR 3D)	D. TO BE ASSIGNED BY: NSWC CCD
B. USE CAGE CODE: 53771		C. USE DOCUMENT NUMBERS: To be assigned by NSWC CCD	
4. DRAWING FORMATS (X one and complete as applicable)			
<input type="checkbox"/> CONTRACTOR FORMAT <input checked="" type="checkbox"/> GOVERNMENT FORMAT REMARKS:			
5. TDP ELEMENTS REQUIRED (X all that apply)			
<input checked="" type="checkbox"/> ELEMENTS REQUIRED TO BE DETERMINED BY CONTRACTOR - OR THE FOLLOWING ARE REQUIRED: <input type="checkbox"/> CONCEPTUAL DRAWINGS/MODELS AND ASSOCIATED LISTS <input checked="" type="checkbox"/> DEVELOPMENTAL DESIGN DRAWINGS/MODELS AND ASSOCIATED LISTS <input type="checkbox"/> PRODUCT DRAWINGS/MODELS AND ASSOCIATED LISTS <input type="checkbox"/> COMMERCIAL DRAWINGS/MODELS AND ASSOCIATED LISTS <input type="checkbox"/> QUALITY ASSURANCE PROVISIONS <input type="checkbox"/> SPECIAL INSPECTION EQUIPMENT (SIE) DRAWINGS/MODELS AND ASSOCIATED LISTS <input type="checkbox"/> SPECIAL TOOLING (ST) DRAWINGS/MODELS AND ASSOCIATED LISTS <input type="checkbox"/> SPECIFICATIONS <input type="checkbox"/> SOFTWARE DOCUMENTATION <input type="checkbox"/> SPECIAL PACKAGING INSTRUCTIONS (SPI) DRAWINGS/MODELS AND ASSOCIATED LISTS			
6. ASSOCIATED LIST (X and complete as applicable)			
<input checked="" type="checkbox"/> PARTS LIST (X ONE)		<input checked="" type="checkbox"/> (1) INTEGRAL <input type="checkbox"/> (2) SEPARATE	
<input checked="" type="checkbox"/> DATA LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input checked="" type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
<input checked="" type="checkbox"/> INDEX LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input checked="" type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
<input checked="" type="checkbox"/> WIRING LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input checked="" type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
<input checked="" type="checkbox"/> INDENTURED DATA LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input checked="" type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
<input type="checkbox"/> APPLICATION LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
7. APPLICABILITY OF STANDARDS. The following Standards apply: (X as applicable)			
<input checked="" type="checkbox"/> ASME Y14.100 ENGINEERING DRAWING PRACTICES WITH APPENDICES: <input checked="" type="checkbox"/> B <input checked="" type="checkbox"/> C <input checked="" type="checkbox"/> D <input checked="" type="checkbox"/> E	<input checked="" type="checkbox"/> ASME Y14.24 TYPES AND APPLICATIONS OF ENGINEERING DRAWINGS <input checked="" type="checkbox"/> ASME Y14.34 ASSOCIATED LIST <input checked="" type="checkbox"/> ASME Y14.35M REVISION OF ENGINEERING DRAWINGS AND ASSOCIATED LIST <input type="checkbox"/> ASME Y14.41 DIGITAL PRODUCT DEFINITION DATA PRACTICES <input checked="" type="checkbox"/> ASME Y14.5 DIMENSIONING AND TOLERANCING	<input checked="" type="checkbox"/> OTHER STANDARDS APPLY AS DESCRIBED: COMPANY STANDARDS PERMITTED:	
8. OTHER TAILORING (Attach additional sheets as necessary)			

TDP OPTION SELECTION WORKSHEET			
SYSTEM:		DATE PREPARED:	
A. CONTRACT NO. N00024-13-R-6312	B. EXHIBIT/ATTACHMENT NO. F	C. CLIN 0007	D. CDRL DATA ITEM NO(s) F002
1. TDP Level (X and complete as applicable)			
A. <input type="checkbox"/> CONCEPTUAL LEVEL <input checked="" type="checkbox"/> DEVELOPMENTAL LEVEL <input type="checkbox"/> PRODUCTION LEVEL		B. REMARKS	
2. TYPE AND FORMAT (X all that apply and complete as applicable)			
A. <input checked="" type="checkbox"/> TYPE 2D: 2D DRAWINGS <input type="checkbox"/> TYPE 3D: 3D MODELS ONLY <input checked="" type="checkbox"/> TYPE 3D: 3D MODELS WITH ASSOCIATED 2D DRAWINGS AND DRAWINGS		B. <input checked="" type="checkbox"/> NATIVE CAD (SPECIFY TYPE) <input type="checkbox"/> ISO 10303 STEP FORMAT (SPECIFY STEP PROTOCOL AP203, AP214, ETC.) <input type="checkbox"/> ISO 32000 PORTABLE DOCUMENT FORMAT <input checked="" type="checkbox"/> OTHER ELECTRONIC FORMAT (SPECIFY TYPE) <u>Drawings shall be in ADOBE ACROBAT PROFESSIONAL 8.0 .pdf files and in AutoCAD MECHANICAL release (version 2008). 3D Models shall be in Native format, STEP format, and IGES format.</u> <input type="checkbox"/> HARDCOPY REMARKS: <u>Drawing masters shall be deliverable via IDE</u>	
3. CAGE CODE AND DOCUMENT NUMBERS		A. <input checked="" type="checkbox"/> CONTRACTOR CAGE AND DOCUMENT NUMBERS <input type="checkbox"/> GOVERNMENT CAGE (COMPLETE 3B & 3C OR 3D)	D. TO BE ASSIGNED BY:
B. USE CAGE CODE:		C. USE DOCUMENT NUMBERS:	
4. DRAWING FORMATS (X one and complete as applicable)			
<input checked="" type="checkbox"/> CONTRACTOR FORMAT <input type="checkbox"/> GOVERNMENT FORMAT REMARKS:			
5. TDP ELEMENTS REQUIRED (X all that apply)			
<input checked="" type="checkbox"/> ELEMENTS REQUIRED TO BE DETERMINED BY CONTRACTOR - OR THE FOLLOWING ARE REQUIRED: <input type="checkbox"/> CONCEPTUAL DRAWINGS/MODELS AND ASSOCIATED LISTS <input type="checkbox"/> DEVELOPMENTAL DESIGN DRAWINGS/MODELS AND ASSOCIATED LISTS <input type="checkbox"/> PRODUCT DRAWINGS/MODELS AND ASSOCIATED LISTS <input checked="" type="checkbox"/> COMMERCIAL DRAWINGS/MODELS AND ASSOCIATED LISTS <input type="checkbox"/> QUALITY ASSURANCE PROVISIONS <input type="checkbox"/> SPECIAL INSPECTION EQUIPMENT (SIE) DRAWINGS/MODELS AND ASSOCIATED LISTS <input type="checkbox"/> SPECIAL TOOLING (ST) DRAWINGS/MODELS AND ASSOCIATED LISTS <input type="checkbox"/> SPECIFICATIONS <input type="checkbox"/> SOFTWARE DOCUMENTATION <input type="checkbox"/> SPECIAL PACKAGING INSTRUCTIONS (SPI) DRAWINGS/MODELS AND ASSOCIATED LISTS			
6. ASSOCIATED LIST (X and complete as applicable)			
<input checked="" type="checkbox"/> PARTS LIST (X ONE)		<input checked="" type="checkbox"/> (1) INTEGRAL <input type="checkbox"/> (2) SEPARATE	
<input checked="" type="checkbox"/> DATA LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input checked="" type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
<input checked="" type="checkbox"/> INDEX LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input checked="" type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
<input checked="" type="checkbox"/> WIRING LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input checked="" type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
<input checked="" type="checkbox"/> INDENTURED DATA LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input checked="" type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
<input type="checkbox"/> APPLICATION LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
7. APPLICABILITY OF STANDARDS. The following Standards apply: (X as applicable)			
<input type="checkbox"/> ASME Y14.100 ENGINEERING DRAWING PRACTICES WITH APPENDICES: "B" "C" "D" "E"		<input type="checkbox"/> ASME Y14.24 TYPES AND APPLICATIONS OF ENGINEERING DRAWINGS <input type="checkbox"/> ASME Y14.34 ASSOCIATED LIST <input type="checkbox"/> ASME Y14.35M REVISION OF ENGINEERING DRAWINGS AND ASSOCIATED LIST <input type="checkbox"/> ASME Y14.41 DIGITAL PRODUCT DEFINITION DATA PRACTICES * ASME Y14.5 DIMENSIONING AND TOLERANCING	
		<input type="checkbox"/> OTHER STANDARDS APPLY AS DESCRIBED: COMPANY STANDARDS PERMITTED:	
8. OTHER TAILORING (Attach additional sheets as necessary)			

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 0007		B. EXHIBIT F		C. CATEGORY TDP_X__ TM__ OTHER _____			
D. SYSTEM / ITEM UISS			E. CONTRACT / PR NO. N00024-13-R-6312		F. CONTRACTOR TBD		
1. DATA ITEM NO. F003	2. TITLE OF DATA ITEM SPECIAL INSPECTION EQUIPMENT (SIE) DRAWINGS/ MODELS AND ASSOCIATED LISTS			3. SUBTITLE N/A			17. PRICE GROUP
4. AUTHORITY (Data Acquisition Doc. No.) DI-SESS-81004D (SEE BLOCK 16)	5. CONTRACT REFERENCE SOW Para 2.13.13.2			6. REQUIRING OFFICE PMS406			
7. DD250 REQ DD	9. DIST STATEMENT D (SEE BLOCK 16)	10. FREQUENCY ASREQ	12. DATE OF FIRST SUB SEE BLOCK 16	14. DISTRIBUTION			
8. APP CODE A (SEE BLOCK 16)	11. AS OF DATE N/A	13. DATE OF SUBSQ SUB SEE BLOCK 16	a. ADDRESSEE	Draft	b. COPIES Final	Reg	Repro
16. REMARKS Blk 4: The TDP shall consist of all engineering drawings, specifications, unique manufacturing process descriptions, and commercial documentation necessary to fully disclose the system design for both hardware and software. All Drawings developed by the contractor (i.e. not NDI or COTS items) shall meet the requirements of the attached TDP option selection worksheets. Blk 8: Allow 20 days for Government review. The Contractor shall incorporate any comments and return within 10 days after receipt of comments. Blk 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only for critical technology (as determined on 1 Jan 2012). Other requests shall be referred to NAVSEA PMS406. Blks 12, 13: Submittals shall be 45 days prior to PDR, CDR, and (if option is exercised) Production Technical Design Review. Additional updates as required throughout life of the contract. Blk 14: Digital submittal shall be Microsoft Office 2007 or higher compatible files and AUTOCAD Mechanical 2008 compatible for drawings/illustrations on CDs or DVDs suitable for use on a personal computer using Windows (XP Professional or higher). Submittal shall be posted to IDE. The contractor shall send electronic notification including the IDE link to all recipients to indicate submittal of document for review. For all final deliveries, the Contractor shall send encrypted electronic notification including the IDE link to all recipients to indicate submittal of document for review.				IDE	1	1	0
				SEE BLOCK 16			
				15. TOTAL			
G. PREPARED BY Pearl Young, PMS406U1		H. DATE		I. APPROVED BY Sharon Wetzel, PMS406F1		J. DATE	

TDP OPTION SELECTION WORKSHEET			
SYSTEM:		DATE PREPARED:	
A. CONTRACT NO. N00024-13-R-6312	B. EXHIBIT/ATTACHMENT NO. F	C. CLIN 0007	D. CDRL DATA ITEM NO(S) F003
1. TDP Level (X and complete as applicable)			
A. <input checked="" type="checkbox"/> CONCEPTUAL LEVEL <input type="checkbox"/> DEVELOPMENTAL LEVEL <input type="checkbox"/> PRODUCTION LEVEL	B. REMARKS Conceptual Level for PDR, Developmental Level for CDR, and Production Level for Production TDR		
2. TYPE AND FORMAT (X all that apply and complete as applicable)			
A. <input type="checkbox"/> TYPE 2D: 2D DRAWINGS <input type="checkbox"/> TYPE 3D: 3D MODELS ONLY <input checked="" type="checkbox"/> TYPE 3D: 3D MODELS WITH ASSOCIATED 2D DRAWINGS AND 2D DRAWINGS	B. <input checked="" type="checkbox"/> NATIVE CAD (SPECIFY TYPE) <input type="checkbox"/> ISO 10303 STEP FORMAT (SPECIFY STEP PROTOCOL AP203, AP214, ETC.) <input type="checkbox"/> ISO 32000 PORTABLE DOCUMENT FORMAT <input checked="" type="checkbox"/> OTHER ELECTRONIC FORMAT (SPECIFY TYPE) <u>Drawings shall be in ADOBE ACROBAT PROFESSIONAL 8.0 .pdf files and in AutoCAD MECHANICAL release (version 2008). 3D Models shall be in Native format, STEP format, and IGES format.</u> <input type="checkbox"/> HARDCOPY REMARKS: <u>Drawing masters shall be deliverable via IDE</u>		
3. CAGE CODE AND DOCUMENT NUMBERS		A. <input type="checkbox"/> CONTRACTOR CAGE AND DOCUMENT NUMBERS <input checked="" type="checkbox"/> GOVERNMENT CAGE (COMPLETE 3B & 3C OR	D. TO BE ASSIGNED BY: NSWC CCD
B. USE CAGE CODE: 53771	C. USE DOCUMENT NUMBERS: To be assigned by NSWC CCD		
4. DRAWING FORMATS (X one and complete as applicable)			
<input type="checkbox"/> CONTRACTOR FORMAT <input checked="" type="checkbox"/> GOVERNMENT FORMAT REMARKS:			
5. TDP ELEMENTS REQUIRED (X all that apply)			
<input checked="" type="checkbox"/> ELEMENTS REQUIRED TO BE DETERMINED BY CONTRACTOR - OR THE FOLLOWING ARE REQUIRED: <input type="checkbox"/> CONCEPTUAL DRAWINGS/MODELS AND ASSOCIATED LISTS <input checked="" type="checkbox"/> DEVELOPMENTAL DESIGN DRAWINGS/MODELS AND ASSOCIATED LISTS <input type="checkbox"/> PRODUCT DRAWINGS/MODELS AND ASSOCIATED LISTS <input type="checkbox"/> COMMERCIAL DRAWINGS/MODELS AND ASSOCIATED LISTS <input type="checkbox"/> QUALITY ASSURANCE PROVISIONS <input checked="" type="checkbox"/> SPECIAL INSPECTION EQUIPMENT (SIE) DRAWINGS/MODELS AND ASSOCIATED LISTS <input type="checkbox"/> SPECIAL TOOLING (ST) DRAWINGS/MODELS AND ASSOCIATED LISTS <input type="checkbox"/> SPECIFICATIONS <input type="checkbox"/> SOFTWARE DOCUMENTATION <input type="checkbox"/> SPECIAL PACKAGING INSTRUCTIONS (SPI) DRAWINGS/MODELS AND ASSOCIATED LISTS			
6. ASSOCIATED LIST (X and complete as applicable)			
<input checked="" type="checkbox"/> PARTS LIST (X ONE)		<input checked="" type="checkbox"/> (1) INTEGRAL <input type="checkbox"/> (2) SEPARATE	
<input checked="" type="checkbox"/> DATA LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input checked="" type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
<input checked="" type="checkbox"/> INDEX LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input checked="" type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
<input checked="" type="checkbox"/> WIRING LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input checked="" type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
<input checked="" type="checkbox"/> INDENTURED DATA LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input checked="" type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
<input type="checkbox"/> APPLICATION LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
7. APPLICABILITY OF STANDARDS. The following Standards apply: (X as applicable)			
<input checked="" type="checkbox"/> ASME Y14.100 ENGINEERING DRAWING PRACTICES WITH APPENDICES: <input checked="" type="checkbox"/> B <input checked="" type="checkbox"/> C <input checked="" type="checkbox"/> D <input checked="" type="checkbox"/> E	<input type="checkbox"/> ASME Y14.24 TYPES AND APPLICATIONS OF ENGINEERING DRAWINGS <input type="checkbox"/> ASME Y14.34 ASSOCIATED LIST <input type="checkbox"/> ASME Y14.35M REVISION OF ENGINEERING DRAWINGS AND ASSOCIATED LIST <input type="checkbox"/> ASME Y14.41 DIGITAL PRODUCT DEFINITION DATA PRACTICES <input checked="" type="checkbox"/> ASME Y14.5 DIMENSIONING AND TOLERANCING		<input type="checkbox"/> OTHER STANDARDS APPLY AS DESCRIBED: COMPANY STANDARDS PERMITTED:
8. OTHER TAILORING (Attach additional sheets as necessary)			

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 0007		B. EXHIBIT F		C. CATEGORY TDP ___X___ TM___ OTHER _____			
D. SYSTEM / ITEM UISS			E. CONTRACT / PR NO. N00024-13-R-6312		F. CONTRACTOR TBD		
1. DATA ITEM NO. F004	2. TITLE OF DATA ITEM SPECIAL TOOLING (ST) DRAWINGS/MODELS AND ASSOCIATED LISTS			3. SUBTITLE N/A		17. PRICE GROUP	
4. AUTHORITY (Data Acquisition Doc. No.) DI-SESS-81008D (SEE BLOCK 16)	5. CONTRACT REFERENCE SOW Para 2.13.13.2			6. REQUIRING OFFICE PMS406		18. ESTIMATED TOTAL PRICE	
7. DD250 REQ DD	9. DIST STATEMENT D (SEE BLOCK 16)	10. FREQUENCY ASREQ	12. DATE OF FIRST SUB SEE BLOCK 16	14. DISTRIBUTION			
8. APP CODE A (SEE BLOCK 16)	11. AS OF DATE N/A	13. DATE OF SUBSQ SUB SEE BLOCK 16	a. ADDRESSEE	Draft	b. COPIES Final Reg Repr		
16. REMARKS Blk 4: The TDP shall consist of all engineering drawings, specifications, unique manufacturing process descriptions, and commercial documentation necessary to fully disclose the system design for both hardware and software. All Drawings developed by the contractor (i.e. not NDI or COTS items) shall meet the requirements of the attached TDP option selection worksheets. Blk 8: Allow 20 days for Government review. The Contractor shall incorporate any comments and return within 10 days after receipt of comments. Blk 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only for critical technology (as determined on 1 Jan 2012). Other requests shall be referred to NAVSEA PMS406. Blks 12, 13: Submittals shall be 45 days prior to PDR, CDR, and (if option is exercised) Production Technical Design Review. Additional updates as required throughout life of the contract. Blk 14: Digital submittal shall be Microsoft Office 2007 or higher compatible files and AUTOCAD Mechanical 2008 compatible for drawings/illustrations on CDs or DVDs suitable for use on a personal computer using Windows (XP Professional or higher). Submittal shall be posted to IDE. The contractor shall send electronic notification including the IDE link to all recipients to indicate submittal of document for review. For all final deliveries, the Contractor shall send encrypted electronic notification including the IDE link to all recipients to indicate submittal of document for review.				IDE	1	1	0
				SEE BLOCK 16			
15. TOTAL				1	1	0	
G. PREPARED BY Pearl Young, PMS406U1		H. DATE	I. APPROVED BY Sharon Wetzel, PMS406F1		J. DATE		

TDP OPTION SELECTION WORKSHEET

SYSTEM:		DATE PREPARED:	
A. CONTRACT NO. N00024-13-R-6312	B. EXHIBIT/ATTACHMENT NO. F	C. CLIN 0007	D. CDRL DATA ITEM NO(S) F004
1. TDP Level (X and complete as applicable)			
A. <input checked="" type="checkbox"/> CONCEPTUAL LEVEL <input checked="" type="checkbox"/> DEVELOPMENTAL LEVEL <input checked="" type="checkbox"/> PRODUCTION LEVEL		B. REMARKS Conceptual Level for PDR, Developmental Level for CDR, and Production Level for Production TDR	
2. TYPE AND FORMAT (X all that apply and complete as applicable)			
A. <input type="checkbox"/> TYPE 2D: 2D DRAWINGS <input type="checkbox"/> TYPE 3D: 3D MODELS ONLY <input checked="" type="checkbox"/> TYPE 3D: 3D MODELS WITH ASSOCIATED 2D DRAWINGS		B. <input checked="" type="checkbox"/> NATIVE CAD (SPECIFY TYPE) <input type="checkbox"/> ISO 10303 STEP FORMAT (SPECIFY STEP PROTOCOL AP203, AP214, ETC.) <input type="checkbox"/> ISO 32000 PORTABLE DOCUMENT FORMAT <input checked="" type="checkbox"/> OTHER ELECTRONIC FORMAT (SPECIFY TYPE) <u>Drawings shall be in ADOBE ACROBAT PROFESSIONAL 8.0 .pdf files and in AutoCAD MECHANICAL release (version 2008). 3D Models shall be in Native format, STEP format, and IGES format.</u> <input type="checkbox"/> HARDCOPY REMARKS: <u>Drawing masters shall be deliverable via IDE</u>	
3. CAGE CODE AND DOCUMENT NUMBERS		A. <input type="checkbox"/> CONTRACTOR CAGE AND DOCUMENT NUMBERS <input checked="" type="checkbox"/> GOVERNMENT CAGE (COMPLETE 3B & 3C OR	D. TO BE ASSIGNED BY: NSWC CCD
B. USE CAGE CODE: 53771		C. USE DOCUMENT NUMBERS: To be assigned by NSWC CCD	
4. DRAWING FORMATS (X one and complete as applicable)			
<input type="checkbox"/> CONTRACTOR FORMAT <input checked="" type="checkbox"/> GOVERNMENT FORMAT REMARKS:			
5. TDP ELEMENTS REQUIRED (X all that apply)			
<input checked="" type="checkbox"/> ELEMENTS REQUIRED TO BE DETERMINED BY CONTRACTOR - OR THE FOLLOWING ARE REQUIRED: <input type="checkbox"/> CONCEPTUAL DRAWINGS/MODELS AND ASSOCIATED LISTS <input checked="" type="checkbox"/> DEVELOPMENTAL DESIGN DRAWINGS/MODELS AND ASSOCIATED LISTS <input type="checkbox"/> PRODUCT DRAWINGS/MODELS AND ASSOCIATED LISTS <input type="checkbox"/> COMMERCIAL DRAWINGS/MODELS AND ASSOCIATED LISTS <input type="checkbox"/> QUALITY ASSURANCE PROVISIONS <input type="checkbox"/> SPECIAL INSPECTION EQUIPMENT (SIE) DRAWINGS/MODELS AND ASSOCIATED LISTS <input checked="" type="checkbox"/> SPECIAL TOOLING (ST) DRAWINGS/MODELS AND ASSOCIATED LISTS <input type="checkbox"/> SPECIFICATIONS <input type="checkbox"/> SOFTWARE DOCUMENTATION <input type="checkbox"/> SPECIAL PACKAGING INSTRUCTIONS (SPI) DRAWINGS/MODELS AND ASSOCIATED LISTS			
6. ASSOCIATED LIST (X and complete as applicable)			
<input checked="" type="checkbox"/> PARTS LIST (X ONE)		<input checked="" type="checkbox"/> (1) INTEGRAL <input type="checkbox"/> (2) SEPARATE	
<input checked="" type="checkbox"/> DATA LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input checked="" type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
<input checked="" type="checkbox"/> INDEX LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input checked="" type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
<input checked="" type="checkbox"/> WIRING LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input checked="" type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
<input checked="" type="checkbox"/> INDENTURED DATA LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input checked="" type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
<input type="checkbox"/> APPLICATION LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
7. APPLICABILITY OF STANDARDS. The following Standards apply: (X as applicable)			
<input checked="" type="checkbox"/> ASME Y14.100 ENGINEERING DRAWING PRACTICES WITH APPENDICES: <input checked="" type="checkbox"/> B <input checked="" type="checkbox"/> C <input checked="" type="checkbox"/> D <input checked="" type="checkbox"/> E		<input checked="" type="checkbox"/> ASME Y14.24 TYPES AND APPLICATIONS OF ENGINEERING DRAWINGS <input checked="" type="checkbox"/> ASME Y14.34 ASSOCIATED LIST <input checked="" type="checkbox"/> ASME Y14.35M REVISION OF ENGINEERING DRAWINGS AND ASSOCIATED LIST <input type="checkbox"/> ASME Y14.41 DIGITAL PRODUCT DEFINITION DATA PRACTICES <input checked="" type="checkbox"/> ASME Y14.5 DIMENSIONING AND TOLERANCING	
		<input type="checkbox"/> OTHER STANDARDS APPLY AS DESCRIBED: COMPANY' STANDARDS PERMITTED:	
8. OTHER TAILORING (Attach additional sheets as necessary)			

CONTRACT DATA REQUIREMENTS LIST					<i>Form Approved</i> <i>OMB No. 0704-0188</i>		
(1 Data Item)							
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 0008, 0212		B. EXHIBIT G		C. CATEGORY TDP ___ TM_x__ OTHER _____			
D. SYSTEM / ITEM UISS			E. CONTRACT / PR NO. N00024-13-R-6312		F. CONTRACTOR TBD		
1. DATA ITEM NO. G005	2. TITLE OF DATA ITEM SOFTWARE USER MANUAL			3. SUBTITLE N/A			17. PRICE GROUP 18. ESTIMATED TOTAL PRICE
4. AUTHORITY (Data Acquisition Doc. No.) DI-IPSC-81443A		5. CONTRACT REFERENCE SOW Para 2.5.9		6. REQUIRING OFFICE PMS406			
7. DD250 REQ DD	9. DIST STATEMENT D (SEE BLOCK 16)	10. FREQUENCY 2 TIME/R	12. DATE OF FIRST SUB SEE BLOCK 16	14. DISTRIBUTION			
8. APP CODE A (SEE BLOCK 16)	11. AS OF DATE N/A	13. DATE OF SUBSQ SUB SEE BLOCK 16	a. ADDRESSEE	Draft	b. COPIES		
16. REMARKS						Final	
							Reg
Blk 8: Allow 20 days for Government review. The Contractor shall incorporate any comments and return within 10 days after receipt of comments.							
							IDE
Blk 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only for critical technology (as determined on 1 Jan 2012). Other requests shall be referred to NAVSEA PMS406.							
							SEE BLOCK 16
Blks 12, 13: The Contractor shall submit 150 days after the CDR. Second submittal shall be final "as built" Production baseline submitted 90 days prior to the first Production delivery.							
Blk 14: Digital submittal shall be Microsoft Office 2007 or higher compatible files and AUTOCAD Mechanical 2008 compatible for drawings/illustrations on CDs or DVDs suitable for use on a personal computer using Windows (XP Professional or higher). Submittal shall be posted to IDE. The contractor shall send electronic notification including the IDE link to all recipients to indicate submittal of document for review. For all final deliveries, the Contractor shall send encrypted electronic notification including the IDE link to all recipients to indicate submittal of document for review.							

CONTRACT DATA REQUIREMENTS LIST					<i>Form Approved</i> <i>OMB No. 0704-0188</i>				
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Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.									
A. CONTRACT LINE ITEM NO. 0007		B. EXHIBIT H		C. CATEGORY TDP ___ TM___ OTHER ___ IPSC ___					
D. SYSTEM / ITEM UISS			E. CONTRACT / PR NO. N00024-13-R-6312		F. CONTRACTOR TBD				
1. DATA ITEM NO. H009	2. TITLE OF DATA ITEM SOFTWARE TEST PLAN				3. SUBTITLE N/A			17. PRICE GROUP 18. ESTIMATED TOTAL PRICE	
4. AUTHORITY (Data Acquisition Doc. No.) DI-IPSC-81438A			5. CONTRACT REFERENCE SOW Para 2.5.6.1		6. REQUIRING OFFICE PMS406				
7. DD250 REQ LT	9. DIST STATEMENT D (SEE BLOCK 16)		10. FREQUENCY ASREQ	12. DATE OF FIRST SUB SEE BLOCK 16		14. DISTRIBUTION			
8. APP CODE A (SEE BLOCK 16)			11. AS OF DATE N/A	13. DATE OF SUBSQ SUB SEE BLOCK 16		a. ADDRESSEE	Draft	b. COPIES Final Reg Repr	
16. REMARKS Blk 8: Allow 20 days for Government review. The Contractor shall incorporate any comments and return within 10 days after receipt of comments. Blk 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only for critical technology (as determined on 1 Jan 2012). Other requests shall be referred to NAVSEA PMS406. Blks 12, 13: Submittal shall be 45 days prior PDR. Additional update as required throughout life of the contract. Blk 14: Digital submittal shall be Microsoft Office 2007 or higher compatible files and AUTOCAD Mechanical 2008 compatible for drawings/illustrations on CDs or DVDs suitable for use on a personal computer using Windows (XP Professional or higher). Submittal shall be posted to IDE. The contractor shall send electronic notification including the IDE link to all recipients to indicate submittal of document for review. For all final deliveries, the Contractor shall send encrypted electronic notification including the IDE link to all recipients to indicate submittal of document for review.						IDE	1	1	0
						SEE BLOCK 16			
G. PREPARED BY Pearl Young, PMS406U1			H. DATE		I. APPROVED BY Sharon Wetzel, PMS406F1			J. DATE	

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0007		B. EXHIBIT H		C. CATEGORY TDP ___ TM___ OTHER 						
D. SYSTEM / ITEM UISS		E. CONTRACT / PR NO. N00024-13-R-6312		F. CONTRACTOR TBD						
1. DATA ITEM NO. H014	2. TITLE OF DATA ITEM INFORMATION ASSURANCE STRATEGY SECURITY PLAN		3. SUBTITLE N/A							
4. AUTHORITY (Data Acquisition Doc. No.) DI- 		5. CONTRACT REFERENCE SOW Para 2.2.11		6. REQUIRING OFFICE PMS406						
7. DD250 REQ LT	9. DIST STATEMENT D (SEE BLOCK 16)	10. FREQUENCY ASREQ	12. DATE OF FIRST SUB SEE BLOCK 16	14. DISTRIBUTION						
8. APP CODE A (SEE BLOCK 16)		11. AS OF DATE N/A	13. DATE OF SUBSQ SUB SEE BLOCK 16	b. COPIES						
16. REMARKS				a. ADDRESSEE	Draft	Final				
<p>Blk 4: All sections of the DON CIO Acquisition Information Assurance Strategy Guidance June 2012 Template, http://www.doncio.navy.mil/, need to be addressed. If a section does not apply, justify that point in writing. If the program is in the early stages of development and the section is not applicable, or information required is not known at the time, state that point, indicating at what stage the information will be applicable or known. If a program cannot maintain functionality or cannot support one of the IA functions, then this failure becomes an IA shortfall and should be documented in the IAS. Citing other documents will not substitute for this essential information.</p> <p>Blk 8: Allow 20 days for Government review. The Contractor shall incorporate any comments and return within 10 days after receipt of comments. Final for each submittal shall incorporate all review comments and corrections.</p> <p>Blk 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only for critical technology (as determined on 1 Jan 2012). Other requests shall be referred to NAVSEA PMS406.</p> <p>Blks 12, 13: An initial UISS IA Strategy prepared by the Government for Milestone B will be provided to the Contractor. Update submittals due as requested by the Government during contracting period with Final IA Strategy required 180 days prior to Milestone C. The IAS shall also be submitted as an artifact in the Program Protection Plan, CDRL H016.</p> <p>Blk 14: Digital submittal shall be Microsoft Office 2007 or higher compatible files and AUTOCAD Mechanical 2008 compatible for drawings/illustrations on CDs or DVDs suitable for use on a personal computer using Windows (XP Professional or higher). Submittal shall be posted to IDE. The contractor shall send electronic notification including the IDE link to all recipients to indicate submittal of document for review. For all final deliveries, the Contractor shall send encrypted electronic notification including the IDE link to all recipients to indicate submittal of document for review.</p>				Req	Repro					
								1	1	0
				SEE BLOCK 16						
				15. TOTAL				1	1	0
G. PREPARED BY Pearl Young, PMS406U1		H. DATE		I. APPROVED BY Sharon Wetzel, PMS406F1		J. DATE				

17. PRICE GROUP

18. ESTIMATED

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

*Form Approved
OMB No. 0704-0188*

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A. CONTRACT LINE ITEM NO. 0007		B. EXHIBIT H		C. CATEGORY TDP ___ TM___ OTHER 			
D. SYSTEM / ITEM UISS		E. CONTRACT / PR NO. N00024-13-R-6312		F. CONTRACTOR TBD			
1. DATA ITEM NO. H016	2. TITLE OF DATA ITEM PROGRAM PROTECTION IMPLEMENTATION PLAN (PPP)		3. SUBTITLE N/A				
4. AUTHORITY (Data Acquisition Doc. No.) DI- 		5. CONTRACT REFERENCE SOW Para 2.2.12		6. REQUIRING OFFICE PMS406			
7. DD250 REQ LT	9. DIST STATEMENT D (SEE BLOCK 16)	10. FREQUENCY ASREQ	12. DATE OF FIRST SUB SEE BLOCK 16	14. DISTRIBUTION			
8. APP CODE A (SEE BLOCK 16)		11. AS OF DATE N/A	13. DATE OF SUBSQ SUB SEE BLOCK 16	b. COPIES			
16. REMARKS Blk 8: Allow 20 days for Government review. The Contractor shall incorporate any comments and return within 10 days after receipt of comments. Final for each submittal shall incorporate all review comments and corrections. Blk 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only for critical technology (as determined on 1 Jan 2012). Other requests shall be referred to NAVSEA PMS406. Blks 12, 13: An Initial Program Protection Plan (PPP) documented for MS B shall be provided to the Contractor. Update submittals due as requested by the Government. Blk 14: Digital submittal shall be Microsoft Office 2007 or higher compatible files and AUTOCAD Mechanical 2008 compatible for drawings/illustrations on CDs or DVDs suitable for use on a personal computer using Windows (XP Professional or higher). Submittal shall be posted to IDE. The contractor shall send electronic notification including the IDE link to all recipients to indicate submittal of document for review. For all final deliveries, the Contractor shall send encrypted electronic notification including the IDE link to all recipients to indicate submittal of document for review.				a. ADDRESSEE	Draft	Final	
						Reg	Repro
				IDE	1	1	0
				SEE BLOCK 16			
15. TOTAL				1	1	0	
G. PREPARED BY Pearl Young, PMS406U1		H. DATE		I. APPROVED BY Sharon Wetzel, PMS406F1		J. DATE	

17. PRICE GROUP
18. ESTIMATED

CONTRACT DATA REQUIREMENTS LIST					<i>Form Approved</i> <i>OMB No. 0704-0188</i>		
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A. CONTRACT LINE ITEM NO. 0007		B. EXHIBIT H		C. CATEGORY TDP ___ TM___ OTHER ___ IPSC ___			
D. SYSTEM / ITEM UISS			E. CONTRACT / PR NO. N00024-13-R-6312		F. CONTRACTOR TBD		
1. DATA ITEM NO. H018	2. TITLE OF DATA ITEM SOFTWARE DESIGN DESCRIPTION (SDD)			3. SUBTITLE N/A			17. PRICE GROUP 18. ESTIMATED TOTAL PRICE
4. AUTHORITY (Data Acquisition Doc. No.) DI-IPSC-81435A		5. CONTRACT REFERENCE SOW Para 2.5.4		6. REQUIRING OFFICE PMS406			
7. DD250 REQ LT	9. DIST STATEMENT D (SEE BLOCK 16)	10. FREQUENCY 3 TIME/R	12. DATE OF FIRST SUB SEE BLOCK 16		14. DISTRIBUTION		
8. APP CODE A (SEE BLOCK 16)	11. AS OF DATE N/A	13. DATE OF SUBSQ SUB SEE BLOCK 16		a. ADDRESSEE	Draft	b. COPIES Final Reg Repr	
16. REMARKS Blk 8: Allow 10 days for Government review. The Contractor shall incorporate any comments and return within 5 days after receipt of comments. Blk 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only for critical technology (as determined on 1 Jan 2012). Other requests shall be referred to NAVSEA PMS406. Blks 12, 13: Submittals due 45 days prior PDR, SW CDR, and (if option is exercised) Production Technical Design Review. Blk 14: Digital submittal shall be Microsoft Office 2007 or higher compatible files and AUTOCAD Mechanical 2008 compatible for drawings/illustrations on CDs or DVDs suitable for use on a personal computer using Windows (XP Professional or higher). Submittal shall be posted to IDE. The contractor shall send electronic notification including the IDE link to all recipients to indicate submittal of document for review. For all final deliveries, the Contractor shall send encrypted electronic notification including the IDE link to all recipients to indicate submittal of document for review.				IDE	1	1	0
				SEE BLOCK 16			
				15. TOTAL	1	1	0
G. PREPARED BY Pearl Young, PMS406U1		H. DATE	I. APPROVED BY Sharon Wetzel, PMS406F1		J. DATE		

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A. CONTRACT LINE ITEM NO. 0007			B. EXHIBIT H		C. CATEGORY TDP ___ TM___ OTHER ___ IPSC ___									
D. SYSTEM / ITEM UISS			E. CONTRACT / PR NO. N00024-13-R-6312		F. CONTRACTOR TBD									
1. DATA ITEM NO. H020	2. TITLE OF DATA ITEM SOFTWARE TEST DESCRIPTION (STD)				3. SUBTITLE N/A			17. PRICE GROUP 18. ESTIMATED TOTAL PRICE						
4. AUTHORITY (Data Acquisition Doc. No.) DI-IPSC-81439A			5. CONTRACT REFERENCE SOW Para 2.5.6.2		6. REQUIRING OFFICE PMS406									
7. DD250 REQ LT	9. DIST STATEMENT D (SEE BLOCK 16)		10. FREQUENCY ONE/R	12. DATE OF FIRST SUB SEE BLOCK 16		14. DISTRIBUTION								
8. APP CODE A (SEE BLOCK 16)			11. AS OF DATE N/A	13. DATE OF SUBSQ SUB SEE BLOCK 16		a. ADDRESSEE	Draft	b. COPIES Final Reg Repr						
16. REMARKS Blk 8: Allow 20 days for Government review. The Contractor shall incorporate any comments and return within 10 days after receipt of comments. Blk 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only for critical technology (as determined on 1 Jan 2012). Other requests shall be referred to NAVSEA PMS406. Blks 12, 13: Submittal shall be 45 days prior SW CDR. Blk 14: Digital submittal shall be Microsoft Office 2007 or higher compatible files and AUTOCAD Mechanical 2008 compatible for drawings/illustrations on CDs or DVDs suitable for use on a personal computer using Windows (XP Professional or higher). Submittal shall be posted to IDE. The contractor shall send electronic notification including the IDE link to all recipients to indicate submittal of document for review. For all final deliveries, the Contractor shall send encrypted electronic notification including the IDE link to all recipients to indicate submittal of document for review.						IDE	1	1	0					
						SEE BLOCK 16								
						15. TOTAL						1	1	0
						G. PREPARED BY Pearl Young, PMS406U1			H. DATE		I. APPROVED BY Sharon Wetzel, PMS406F1		J. DATE	

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)	<i>Form Approved</i> <i>OMB No. 0704-0188</i>
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A. CONTRACT LINE ITEM NO. 0007	B. EXHIBIT H	C. CATEGORY TDP ___ TM___ OTHER ___ MISC ___
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D. SYSTEM / ITEM UISS	E. CONTRACT / PR NO. N00024-13-R-6312	F. CONTRACTOR TBD
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1. DATA ITEM NO. H022	2. TITLE OF DATA ITEM TECHNICAL REPORT -STUDY/SERVICES	3. SUBTITLE WEIGHT AND STABILITY ANALYSIS REPORT	17. PRICE GROUP 18. ESTIMATED TOTAL PRICE
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4. AUTHORITY (Data Acquisition Doc. No.) DI-MISC-80508B (SEE BLOCK 16)	5. CONTRACT REFERENCE SOW Para 2.4.4.1	6. REQUIRING OFFICE PMS406
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7. DD250 REQ LT	9. DIST STATEMENT D (SEE BLOCK 16)	10. FREQUENCY ASREQ	12. DATE OF FIRST SUB SEE BLOCK 16	14. DISTRIBUTION			
		11. AS OF DATE N/A	13. DATE OF SUBSQ SUB SEE BLOCK 16	b. COPIES			
		a. ADDRESSEE			Draft	Reg	Repro

16. REMARKS Blk 4: Submission shall be in Work Breakdown Structure (WBS) IAW MIL-STD-881C Appendix I to the third level. Blk 8: Allow 20 days for Government review. The Contractor shall incorporate any comments and return within 10 days after receipt of comments. Blk 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only for critical technology (as determined on 1 Jan 2012). Other requests shall be referred to NAVSEA PMS406. Blks 10, 12, 13: Submittals shall be 45 days prior to PDR, CDR, and monthly thereafter throughout life of the contract. Blk 14: Digital submittal shall be Microsoft Office 2007 or higher compatible files and AUTOCAD Mechanical 2008 compatible for drawings/illustrations on CDs or DVDs suitable for use on a personal computer using Windows (XP Professional or higher). Submittal shall be posted to IDE. The contractor shall send electronic notification including the IDE link to all recipients to indicate submittal of document for review. For all final deliveries, the Contractor shall send encrypted electronic notification including the IDE link to all recipients to indicate submittal of document for review.	IDE	1	1	0			
	SEE BLOCK 16						
	15. TOTAL				1	1	0

G. PREPARED BY Pearl Young, PMS406U1	H. DATE	I. APPROVED BY Sharon Wetzel, PMS406F1	J. DATE
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CONTRACT DATA REQUIREMENTS LIST						Form Approved OMB No. 0704-0188			
(1 Data Item)									
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A. CONTRACT LINE ITEM NO. 0007		B. EXHIBIT H		C. CATEGORY TDP ___ TM___ OTHER ___ MISC ___					
D. SYSTEM / ITEM UISS			E. CONTRACT / PR NO. N00024-13-R-6312		F. CONTRACTOR TBD				
1. DATA ITEM NO. H023	2. TITLE OF DATA ITEM TECHNICAL REPORT -STUDY/SERVICES			3. SUBTITLE COMMAND, CONTROL, COMMUNICATIONS, COMPUTERS (C4) ANALYSIS				17. PRICE GROUP	
								18. ESTIMATED TOTAL PRICE	
4. AUTHORITY (Data Acquisition Doc. No.) DI-MISC-80508B (SEE BLOCK 16)			5. CONTRACT REFERENCE SOW Para 2.4.5			6. REQUIRING OFFICE PMS406			
7. DD250 REQ LT	9. DIST STATEMENT D (SEE BLOCK 16)	10. FREQUENCY 2TIME/R	12. DATE OF FIRST SUB SEE BLOCK 16	14. DISTRIBUTION					
8. APP CODE A (SEE BLOCK 16)		11. AS OF DATE N/A	13. DATE OF SUBSQ SUB SEE BLOCK 16	a. ADDRESSEE	Draft	b. COPIES		Reg	
						Repro			
16. REMARKS									
Blk 4: Submission shall be in Work Breakdown Structure (WBS) IAW MIL-STD-881C Appendix I to the third level. The Contractor shall provide:									
- System Block Diagrams (Master + Subsystem Detailed Block Diagrams)									
- C4 equipment installation / arrangement diagram(s)									
- Cable performance limits (insertion loss, return loss / Voltage Standing Wave Ratio for each terminated coaxial cable assembly)									
- Theories of Operation (for all developed application interfaces)									
- Antenna arrangement / mounting diagram(s)									
- Cockpit / Workstation / Controls layout diagram(s)									
- Piping / Cable Routing diagrams									
- Interface Control Drawings (ICDs) for all non standard cables									
- Component/Protection Mechanism List and Analysis									
- Electrical Analyses including: processing speed; data bandwidth and storage; protocols and conversions; and interface connectivity and types									
- Detailed rationale for selection of the component locations and protection mechanisms.									
- Failsafe hardware implementation									
- Obstacle avoidance/Situational awareness system									
Interface control drawings shall include all data / information form and format, electronic, electrical, and physical interface requirements. Level of detail shall be such that another electronic device could be provided that is completely compatible and interoperable.									
Blk 8: Allow 20 days for Government review. The Contractor shall incorporate any comments and return within 10 days after receipt of comments.									
Blk 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only for critical technology (as determined on 1 Jan 2012). Other requests shall be referred to NAVSEA PMS406.									
Blks 12, 13: Submittals shall be 45 days prior to PDR and CDR.									
Blk 14: Digital submittal shall be Microsoft Office 2007 or higher compatible files and AUTOCAD Mechanical 2008 compatible for drawings/illustrations on CDs or DVDs suitable for use on a personal computer using Windows (XP Professional or higher). Submittal shall be posted to IDE. The contractor shall send electronic notification including the IDE link to all recipients to indicate submittal of document for review. For all final deliveries, the Contractor shall send encrypted electronic notification including the IDE link to all recipients to indicate submittal of document for review.									
				15. TOTAL	1	1	0		
G. PREPARED BY Pearl Young, PMS406U1			H. DATE		I. APPROVED BY Sharon Wetzel, PMS406F1			J. DATE	

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.								
A. CONTRACT LINE ITEM NO. 0007		B. EXHIBIT J		C. CATEGORY TDP ___ TM___ OTHER ___ MISC ___				
D. SYSTEM / ITEM UISS			E. CONTRACT / PR NO. N00024-13-R-6312		F. CONTRACTOR TBD			
1. DATA ITEM NO. J001	2. TITLE OF DATA ITEM TECHNICAL REPORT - STUDY/SERVICES			3. SUBTITLE ENGINEERING STUDIES/ANALYSES REPORT				17. PRICE GROUP
4. AUTHORITY (Data Acquisition Doc. No.) DI-MISC-80508B	5. CONTRACT REFERENCE SOW PARA 2.1.3 (SEE BLOCK 16)			6. REQUIRING OFFICE PMS406				18. ESTIMATED
7. DD250 REQ LT	9. DIST STATEMENT D (SEE BLOCK 16)	10. FREQUENCY ASREQ	12. DATE OF FIRST SUB SEE BLOCK 16		14. DISTRIBUTION			
8. APP CODE A (SEE BLOCK 16)	11. AS OF DATE N/A	13. DATE OF SUBSO SUB SEE BLOCK 16		a. ADDRESSEE	Draft	b. COPIES Final		
16. REMARKS Blk 5: Section C, (if options are exercised) CLINs 0003, 0004, 0100, 0101, 0202, 0203, 0302, 0303, 0402, and 0403 Engineering Services and Support. Blk 8: Allow 20 days for Government review. The Contractor shall incorporate any comments and return within 10 days after receipt of comments. Blk 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only for critical technology (as determined on 1 Jan 2012). Other requests shall be referred to NAVSEA PMS406. Blks 12, 13: Submittals due 30 days after the completion of the ES task issued. Blk 14: Digital submittal shall be Microsoft Office 2007 or higher compatible files and AUTOCAD Mechanical 2008 compatible for drawings/illustrations on CDs or DVDs suitable for use on a personal computer using Windows (XP Professional or higher). Submittal shall be posted to IDE. The contractor shall send electronic notification including the IDE link to all recipients to indicate submittal of document for review. For all final deliveries, the Contractor shall send encrypted electronic notification including the IDE link to all recipients to indicate submittal of document for review.					Reg	Repro		
					IDE	1	1	0
					SEE BLOCK 16			
					15. TOTAL			
G. PREPARED BY Pearl Young, PMS406U1		H. DATE	I. APPROVED BY Sharon Wetzel, PMS406F1		J. DATE			

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

*Form Approved
OMB No. 0704-0188*

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0211		B. EXHIBIT K		C. CATEGORY TDP ___ TM___ OTHER ___ SESS ___		
D. SYSTEM / ITEM UISS		E. CONTRACT / PR NO. N00024-13-R-6312		F. CONTRACTOR TBD		
1. DATA ITEM NO. K007	2. TITLE OF DATA ITEM PLANNED MAINTENANCE SYSTEM MAINTENANCE INDEX PAGE		3. SUBTITLE N/A		17. PRICE GROUP 18. ESTIMATED	
4. AUTHORITY (Data Acquisition Doc. No.) DI-SESS-80992A		5. CONTRACT REFERENCE SOW Para 2.13.1		6. REQUIRING OFFICE PMS406		
7. DD250 REQ LT	9. DIST STATEMENT D (SEE BLOCK 16)	10. FREQUENCY ASREQ	12. DATE OF FIRST SUB SEE BLOCK 16	14. DISTRIBUTION		
8. APP CODE A (SEE BLOCK 16)		11. AS OF DATE N/A	13. DATE OF SUBSQ SUB SEE BLOCK 16	b. COPIES		
16. REMARKS Blk 8: Allow 20 days for Government review. The Contractor shall incorporate any comments and return within 10 days after receipt of comments. Blk 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only for critical technology (as determined on 1 Jan 2012). Other requests shall be referred to NAVSEA PMS406. Blks 12, 13: First submittal shall be 30 days after Production option is exercised. Second submittal shall be 90 days prior PCA. Additional update as required throughout life of the contract. Blk 14: Digital submittal shall be Microsoft Office 2007 or higher compatible files and AUTOCAD Mechanical 2008 compatible for drawings/illustrations on CDs or DVDs suitable for use on a personal computer using Windows (XP Professional or higher). Submittal shall be posted to IDE. The contractor shall send electronic notification including the IDE link to all recipients to indicate submittal of document for review. For all final deliveries, the Contractor shall send encrypted electronic notification including the IDE link to all recipients to indicate submittal of document for review.			a. ADDRESSEE	Draft	Final Reg	Repro
			406 IDE	1	1	0
			SEE BLOCK 16			
			15. TOTAL			1
G. PREPARED BY Pearl Young, PMS406U1		H. DATE	I. APPROVED BY Sharon Wetzel, PMS406F1		J. DATE	

CONTRACT DATA REQUIREMENTS LIST					<i>Form Approved</i> <i>OMB No. 0704-0188</i>										
(1 Data Item)															
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.															
A. CONTRACT LINE ITEM NO. 0213			B. EXHIBIT L		C. CATEGORY TDP ___ TM_x__ OTHER _____										
D. SYSTEM / ITEM UISS			E. CONTRACT / PR NO. N00024-13-R-6312		F. CONTRACTOR TBD										
1. DATA ITEM NO. L001	2. TITLE OF DATA ITEM INTERACTIVE ELECTRONIC TECHNICAL MANUAL (IETM)				3. SUBTITLE N/A			17. PRICE GROUP 18. ESTIMATED TOTAL PRICE							
4. AUTHORITY (Data Acquisition Doc. No.) SEE BLOCK 16			5. CONTRACT REFERENCE SOW Para 2.13.12		6. REQUIRING OFFICE PMS406										
7. DD250 REQ DD	9. DIST STATEMENT D (SEE BLOCK 16)		10. FREQUENCY ONE/R	12. DATE OF FIRST SUB SEE BLOCK 16		14. DISTRIBUTION									
8. APP CODE A (SEE BLOCK 16)			11. AS OF DATE N/A	13. DATE OF SUBSQ SUB N/A		a. ADDRESSEE	Draft	b. COPIES Final Reg Repro							
16. REMARKS Blk 4: The Contractor shall prepare and submit in accordance with, TMCR NO SNIPP-120017-000, NAVSEA S1000D Business Rules, and MIL-DTL-24784/23 Associated Detail Specification: Illustrated Parts Breakdown (IPB) Requirements. Blk 8: Allow 30 days for Government review. The Contractor shall incorporate any comments and return within 10 days after receipt of comments. Blk 9: DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense and U.S. DoD contractors only for critical technology (as determined on 1 Jan 2012). Other requests shall be referred to NAVSEA PMS406. Blk 12: Submittal shall be 45 days prior to (if option is exercised) Production Technical Design Review. Blk 14: Digital submittal shall be Microsoft Office 2007 or higher compatible files and AUTOCAD Mechanical 2008 compatible for drawings/illustrations on CDs or DVDs suitable for use on a personal computer using Windows (XP Professional or higher). Submittal shall be posted to IDE. The contractor shall send electronic notification including the IDE link to all recipients to indicate submittal of document for review. For all final deliveries, the Contractor shall send encrypted electronic notification including the IDE link to all recipients to indicate submittal of document for review.						IDE	1	1	0						
						SEE BLOCK 16									
												15. TOTAL	1	1	0
						G. PREPARED BY Pearl Young, PMS406U1			H. DATE		I. APPROVED BY Sharon Wetzel, PMS406F1			J. DATE	

TDP OPTION SELECTION WORKSHEET			
SYSTEM:		DATE PREPARED:	
A. CONTRACT NO. N00024-13-R-6312	B. EXHIBIT/ATTACHMENT NO. M	C. CLIN 0311	D. CDRL DATA ITEM NO(S) M001
1. TDP Level (X and complete as applicable)			
A. <input type="checkbox"/> CONCEPTUAL LEVEL <input type="checkbox"/> DEVELOPMENTAL LEVEL <input checked="" type="checkbox"/> PRODUCTION LEVEL	B. REMARKS		
2. TYPE AND FORMAT (X all that apply and complete as applicable)			
A. <input type="checkbox"/> TYPE 2D: 2D DRAWINGS <input type="checkbox"/> TYPE 3D: 3D MODELS ONLY <input checked="" type="checkbox"/> TYPE 3D: 3D MODELS WITH ASSOCIATED 2D DRAWINGS	B. <input checked="" type="checkbox"/> NATIVE CAD (SPECIFY TYPE) <input type="checkbox"/> ISO 10303 STEP FORMAT (SPECIFY STEP PROTOCOL AP203, AP214, ETC.) <input type="checkbox"/> ISO 32000 PORTABLE DOCUMENT FORMAT <input checked="" type="checkbox"/> OTHER ELECTRONIC FORMAT (SPECIFY TYPE) <u>Drawings shall be in ADOBE ACROBAT PROFESSIONAL 8.0 .pdf files and in AutoCAD MECHANICAL release (version 2008). 3D Models shall be in Native format, STEP format, and IGES format.</u> <input type="checkbox"/> HARDCOPY REMARKS: <u>Drawing masters shall be deliverable via IDE</u>		
3. CAGE CODE AND DOCUMENT NUMBERS		A. <input type="checkbox"/> CONTRACTOR CAGE AND DOCUMENT NUMBERS <input checked="" type="checkbox"/> GOVERNMENT CAGE (COMPLETE 3B & 3C OR	D. TO BE ASSIGNED BY: NSWC CCD
B. USE CAGE CODE: 53771		C. USE DOCUMENT NUMBERS: To be assigned by NSWC CCD	
4. DRAWING FORMATS (X one and complete as applicable)			
CONTRACTOR FORMAT <input checked="" type="checkbox"/> GOVERNMENT FORMAT REMARKS:			
5. TDP ELEMENTS REQUIRED (X all that apply)			
<input checked="" type="checkbox"/> ELEMENTS REQUIRED TO BE DETERMINED BY CONTRACTOR - OR THE FOLLOWING ARE REQUIRED: <input type="checkbox"/> CONCEPTUAL DRAWINGS/MODELS AND ASSOCIATED LISTS <input type="checkbox"/> DEVELOPMENTAL DESIGN DRAWINGS/MODELS AND ASSOCIATED LISTS <input checked="" type="checkbox"/> PRODUCT DRAWINGS/MODELS AND ASSOCIATED LISTS <input checked="" type="checkbox"/> COMMERCIAL DRAWINGS/MODELS AND ASSOCIATED LISTS <input checked="" type="checkbox"/> QUALITY ASSURANCE PROVISIONS <input checked="" type="checkbox"/> SPECIAL INSPECTION EQUIPMENT (SIE) DRAWINGS/MODELS AND ASSOCIATED LISTS <input checked="" type="checkbox"/> SPECIAL TOOLING (ST) DRAWINGS/MODELS AND ASSOCIATED LISTS <input checked="" type="checkbox"/> SPECIFICATIONS <input checked="" type="checkbox"/> SOFTWARE DOCUMENTATION <input checked="" type="checkbox"/> SPECIAL PACKAGING INSTRUCTIONS (SPI) DRAWINGS/MODELS AND ASSOCIATED LISTS			
6. ASSOCIATED LIST (X and complete as applicable)			
<input checked="" type="checkbox"/> PARTS LIST (X ONE)		<input checked="" type="checkbox"/> (1) INTEGRAL <input type="checkbox"/> (2) SEPARATE	
<input checked="" type="checkbox"/> DATA LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input checked="" type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
<input checked="" type="checkbox"/> INDEX LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input checked="" type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
<input checked="" type="checkbox"/> WIRING LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input checked="" type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
<input checked="" type="checkbox"/> INDENTURED DATA LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input checked="" type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
<input type="checkbox"/> APPLICATION LISTS (X ONE)		<input type="checkbox"/> (1) NOT REQUIRED <input type="checkbox"/> (2) REQUIRED (SPECIFY LEVELS OF ASSEMBLY)	
7. APPLICABILITY OF STANDARDS. The following Standards apply: (X as applicable)			
<input checked="" type="checkbox"/> ASME Y14.100 ENGINEERING DRAWING PRACTICES WITH APPENDICES: <input checked="" type="checkbox"/> B <input checked="" type="checkbox"/> C <input checked="" type="checkbox"/> D <input checked="" type="checkbox"/> E		<input checked="" type="checkbox"/> ASME Y14.24 TYPES AND APPLICATIONS OF ENGINEERING DRAWINGS <input checked="" type="checkbox"/> ASME Y14.34 ASSOCIATED LIST <input checked="" type="checkbox"/> ASME Y14.35M REVISION OF ENGINEERING DRAWINGS AND ASSOCIATED LIST <input type="checkbox"/> ASME Y14.41 DIGITAL PRODUCT DEFINITION DATA PRACTICES <input checked="" type="checkbox"/> ASME Y14.5 DIMENSIONING AND TOLERANCING	
		<input checked="" type="checkbox"/> OTHER STANDARDS APPLY AS DESCRIBED: COMPANY' STANDARDS PERMITTED:	
8. OTHER TAILORING (Attach additional sheets as necessary)			
Note: Drawings and lists shall be to Lowest Repairable Unit (LRU).			