SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES
	DO-S10	1 | 59

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	N00164-01-R-0026	[ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	26 JAN01	66R62/03541579

7. ISSUED BY CODE N00164

Commander, NSWC Crane
Code 1164EW, Bldg. 64
300 Highway 361
Crane, IN 47522-5011

8. ADDRESS OFFER TO *(If other than Item 7)*

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in BLDG 64 until 2:00 PM EST local time 26FEB01.

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FRO INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(include area code)* (NO COLLECT CALLS)
	Ms. Mary Ann Wathen	812-854-5090

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OFFER *(Must be fully completed by offeror)*

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

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

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52-232-8)*	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or Print)*

15B. TELEPHONE NO. *(Include area Code)*	15C. CHECK IF REMITTANCE ADDRESS [ ] IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

[ ] 10 U.S.C. 23204(c)( ) [ ] 41 U.S.C. 253 (c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM

24. ADMINISTERED BY *(If other than Item 7)*	CODE	25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

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

SECTION "B"

ITEM DESCRIPTION	QTY	UNIT	AMOUNT	
0001 Research and Development (R&D) effort to design, develop, integrate, test, and produce on Radio Roconnaissance Equipment Program-SIGINT Suite-3 (RREP-SS-3) Engineering Development Model (EDM) and provide technical Support for the EDM Field User Evaluation (FUE). All work, as a minimum, shall meet the requirements within the Statement of Work (SOW) and Performance Specification in Section "C" herein and Attached hereto.				
0002 Year 2: Same as CLIN 0001	_____	LO	$_____	$_____
0003 Year 3; Same as CLIN 0001	_____	LO	$_____	$_____
0004 Data as required by SOW and IAW DD Form 1423(s), Data Item Numbers A001 through A040.	1	LO	NSP (Not Separately Priced)	

For information purposes only, please provide the estimated cost on each of the CDRLs listed below:

CDRL A001 $_____
CDRL A002 $_____
CDRL A003 $_____
CDRL A004 $_____
CDRL A005 $_____
CDRL A006 $_____
CDRL A007 $_____
CDRL A008 $_____
CDRL A009 $_____
CDRL A010 $_____
CDRL A011 $_____
CDRL A012 $_____
CDRL A013 $_____
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CDRL A027 $_____
CDRL A028 $_____
CDRL A029 $_____
CDRL A030 $_____
CDRL A031 $_____

CDRL A032	$_____
CDRL A033	$_____
CDRL A034	$_____
CDRL A035	$_____
CDRL A036	$_____
CDRL A037	$_____
CDRL A038	$_____
CDRL A039	$_____
CDRL A040	$_____

OPTION CLIN		QTY.		UNIT PRICE	AMOUNT
0005	RREP-SS-3 systems, including spares, documentation, training materials package, technical manuals, and field training support, IAW SOW and Performance Specifications in Section "C" herein and attached hereto.	_____	EA	$_____	$_____

NOTES: The Government's total budget for this procurement is a maximum of $6,150,000. The R&D effort (CLINs 0001, 0002, and 0003) is budgeted for a maximum amount of $3,150,000 (Year 1 - $1,000,000; Year 2 - $1,250,000; Year 3 - $900,000.00) and option CLIN 0005 (if exercised) has a budgeted amount of $3,000,000.00. The Cost As an Independent Variable (CAIV) acquisition approach is being utilized as described elsewhere herein. The Government anticipates that CLINs 0001, 0002, and 0003 will involve a Cost-Reimbursable pricing arrangement while CLIN 0005 wiil be firm-fixed-price, subject to redetermination upon successful completion of the complete development effort.

Offerors shall propose their guaranteed maximum R&D effort based on the Government's budget. The minimum R&D effort shall be IAW the SOW and Performance Specification.

Offerors shall propose their guaranteed maximum number of production units (Option CLIN 0005, if exercised) based on the Government's budget. The minimum number of production units (Option CLIN 0005, if exercised) that must be delivered, including all associated logistics support, is **18**. A firm-fixed-price will be negotiated for production units before option is awarded.

The Government intends to make a single award for all CLINs and SubCLINs above.

GENERAL PROCUREMENT INFORMATION

BUSINESS HOURS – The Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

Offerors are reminded to list your Commercial and Government Entity (CAGE) Code and DUNS Number in Block 15a of Page 1.

It is requested that technical questions concerning this procurement be submitted, **in writing**, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EST on the fourteenth calendar day preceding the date shown in item 9 on page 1 via e-mail to: wathen_m@crane.navy.mil

SPECIAL NOTICE - The Director, Defense Procurement has revised DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award effective 1 June 1998. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://ccr.edi.disa.mil. For further details regarding the requirements of CCR, offerors are advised to review the requirements of DFAR 252.204-7004 contained herein.

SECTION "B" NOTES:

(1) SECTION "K" herein will be incorporated by reference and made a material part of any resultant contract in accordance with FAR 15.406-1(b).

(2) Offers shall return two copies of this solicitation package complete with quantities, pricing, and delivery being proposed. Offerors shall provide seven (7) copies of their technical proposal under separate cover. See Sections "L" and

“M” for technical proposal requirements and source selection criteria.

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 part 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 part associated with collected such small dollar amounts could exceed the amount to be recovered.

SECTION "C" - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

PERFORMANCE SPECIFICATION - Due to a restricted distribution, the Government’s Performance Specification will be forwarded to eligible recipients upon request and verification of eligibility. Requests for the Performance Specification shall be done through e-mail. Please send your request to wathen_m@crane.navy.mil. Requests must include Cage Code, complete company name and address, point of contact and phone number.

ITEM 0002 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit “A” attached hereto.

CONTRACTOR’S PROPOSAL (NAVSEA) (Sep 1990)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal _____*_____ dated ____*_____in response to NSWC Crane Solicitation No. N00164-01-R-0026.

(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 52.215-08) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause following "The specifications" in order of precedence.

*To be completed at time of contract.

INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (MAY 1993)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference all the data or information which the Government has provided or will provide to the Contractor except for - (1) The specifications set forth in Section C, and (2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)" (FAR 52.245-2), or "GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)" (FAR 52.245-5), as

applicable, or any other term or condition of this contract.

(c)(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 information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(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 an equitable adjustment shall be made in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 the 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.

YEAR 2000 WARRANTY--INFORMATION TECHNOLOGY (SEP 1998)

(a) The Contractor warrants that all information technology (IT) (as defined at FAR 2.101), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this warranty shall apply to those deliverables as a system.

(b) "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any applicable commercial warranty shall be incorporated into this contract by attachment.

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

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

(f) This warranty shall expire on 31 January 2001, or one hundred eighty (180) days after acceptance of the last

deliverable IT item under this contract (including any option exercised hereunder), whichever is later.

DATE/TIME PROCESSING REQUIREMENT--INFORMATION TECHNOLOGY (NAVSEA) (JUN 2000)(5425)

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

(b) "Information Technology" or "IT," as used in this requirement, means "information technology" as that term is defined at FAR 2.101, and further including those items that would otherwise be excluded by paragraph (c) of that definition. "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including), but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

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

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

(f) The remedies available to the Government for noncompliance with this requirement shall remain available until 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder), whichever is later.

SECTION "D" - PACKAGING AND MARKING

DATA PACKAGING LANGUAGE

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

IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

(a) Identification marking of individual parts within the systems, equipment, 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 shall be marked in accordance with generally accepted commercial practice.

(2) 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 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.

MARKING OF REPORTS (NAVSEA) (SEP 1990) (5506)

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)

MARKING FOR SHIPMENT

The Contractor shall mark all shipments under a resulting contract to include the following items: Contract Number; Item Number; Lot Number (when applicable); Part Number; National Stock Number; Contractor Model Number; Serial Number; and Packing Date. Delivery location(s) for CLIN will be determined at the time of option exercise.

PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1).

The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

SECTION "E" - INSPECTION AND ACCEPTANCE

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES
II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) CLAUSES

PART I

Title and Date	FAR Subsection
Inspection of Supplies--Fixed-Price (Aug 1996)	52.246-02
Inspection of Supplies—Cost Reimbursement (Apr 1984)	52.246-03
Inspection of Research and Development-Cost Reimbursement--Alt1 (Apr 1984)	52.246-08
Responsibility for Supplies (Apr 1984)	52.246-16

PART I

Title and Date	DFARS Subsection

Material Inspection and Receiving Report (Dec 1991) 252.246-7000

CLAUSES IN FULL TEXT

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION

Items 0001, 0002, and option CLIN 0003 (if awarded) - Inspection and acceptance shall be made at destination by a representative of the Government.

ACCEPTANCE VERIFICATION

CLINs 0001 ands 0002 shall be inspected and accepted or rejected in accordance with the criteria elsewhere herein within 30 days following submission of the Certificate of Performance CDRL data item as applicable.

CLIN 0003 - The Government shall accept/reject supplies to be provided hereunder within 30 days after receipt of supplies/services at **.

**To be determined at time of option exercise

GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995)

Government Furnished Material: When material is furnished by the Government, the contractor's procedures shall include at least the following:
(a) Examination upon receipt, consistent with practicality, to detect damage in transit;
(b) Inspection for completeness and proper type;
(c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
(d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;
(e) Identification and protection from improper use or disposition; and
(f) Verification of quantity.
Damaged Government Furnished Material: The contractor shall report to the Government representative any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use.
Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative. [As used in the foregoing, the term "material" applies to Government-furnished equipment to be installed in or furnished with the end item. The term "property" is Government equipment that is used in the fabrication or assembly of the end item, and is not delivered as part of the end item.]

INSPECTION AND TEST RECORDS (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.

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.

QUALITY SYSTEM REQUIREMENTS (NAVSEA) (MAY 1995)

Quality System Requirements: The Contractor shall provide and maintain a quality system that, as a minimum, adheres to the requirements of ANSI/ASQC Q9001-1994 Quality Systems-Model for Quality Assurance in Design/Development, Production, Installation, and Servicing and supplemental requirements imposed by this contract. The quality system procedures, planning, and all other documentation and data that comprise the quality system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality system or portions thereof when it fails to meet the contractual requirements.

SECTION "F" - DELIVERIES OR PERFORMANCE

PART I

Title and Date	FAR Subsection
Stop Work Order (Aug 1989)—Alt I (Apr 1984)	52.242-15
Government Delay of Work (Apr 1984)	52.242-17
F.o.b. Destination (Nov 1991)	52.247-34
F.o.b. Point for Delivery of Government-Furnished Property (Apr 1984)	52.247-55

CLAUSES IN FULL TEXT

PERIOD OF PERFORMANCE/TIME OF DELIVERY

CLIN 0001 shall be completed over the three-year period identified in Section “B” herein. For the option, CLIN 0005, all hardware and associated documentation shall be delivered, and user training completed within 365 days of the option exercise.

DELIVERY LANGUAGE FOR F.O.B. DESTINATION

All supplies hereunder shall be delivered with 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. The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office. 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. All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

PLACE OF DELIVERY

CLIN 0001 – The Engineering Development Model and any other deliverables shall be delivered to NSWC Crane, IN 47522.

CLIN 0003 - The material to be furnished hereunder shall be delivered F.o.b. destination with all transportation charges paid by the supplier to: **

**To be determined at time of option exercise.

SECTION "G" - CONTRACT ADMINISTRATION DATA

SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992) (NAPS 5252.232-9000)

(a) "Invoice" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with 4 copies to the address identified in the solicitation/contract award form (SF 26 - Block 10; SF 33 - Block 23; SF 1447 - Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155 - Block 13 or SF 26 Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

___a separate invoice for each activity designated to receive the supplies or services.
___a consolidated invoice covering all shipments delivered under an individual order.
_X_either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) (NAPS 5252.232-9001)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four copies, to the contract auditor at the following address:
TO BE FILLED IN AT TIME OF AWARD unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the Contracting Officer. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

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

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable: (1) Contract line item number (CLIN); (2) Subline item number (SLIN); (3) Accounting Classification Reference Number (ACRN); (4) Payment terms; (5) Procuring activity; (6) Date supplies provided or services performed; (7) Costs incurred and allowable under the contract; and (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided.

(e) A DD Form 250, "Material Inspection and Receiving Report", is not required.

(f) A Certificate of Performance shall be provided with each invoice submittal.

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

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

PAYMENT FOR ENGINEERING SERVICES AND SUPPORT - ALTERNATE I (NAVSEA) (JUN 1992) – (5312)

(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. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. A copy of each invoice shall be furnished to the applicable NAVSEA/DRPM/PEO code identified elsewhere in the contract.

(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).

(d) Separate invoices shall be submitted for selected replacement repair parts subsequent to the establishment of prices therefor in accordance with SECTION C of this contract.

PAYMENTS OF FEES (COMPLETION) (NAVSEA) (MAY 1993) - (5313)

(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 __*__ percent (%) 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.

NOTE: Percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money.

*To be completed at time of award.

PAYMENTS OF FEES (LEVEL OF EFFORT) (NAVSEA) (MAY 1993) - (5314)

(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 percent (* %) 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.

*To be filled in at time of award.

CONTRACT ADMINISTRATION DATA LANGUAGE

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

_____

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

_____

PURCHASING OFFICE REPRESENTATIVE: COMMANDER, ATTN: CODE 1164EW BLDG 64, NAVAL SURFACE WARFARE CENTER, CRANE DIVISION, CRANE IN 47522-5011, Telephone No. 812-854-5090, e-mail wathen_m@crane.navy.mil.

CONTRACTING OFFICER'S REPRESENTATIVE: COMMANDER, ATTN: CODE 6062 BLDG 2044, NAVAL SURFACE WARFARE CENTER, CRANE DIVISION, CRANE IN 47522-5001, Telephone No. 812-854-6469, e-mail embry_phil@crane.navy.mil

NOTE: The Contractor shall forward a copy of all Certificates of Performance and associated invoices to the Contracting Officer's Representative as applicable.

SECURITY ADMINISTRATION

The highest level of security required under this contract is Top Secret as designated on DD Form 254 attached hereto and made a part hereof.

The Commander, Defense Investigative Service, Director of Industrial Security, ___*_____ Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

* To be filled in at time of award.

CONTRACT ADMINISTRATION PLAN (CAP)

Ref: NAVSUPINST 4330.6B; Service Contract Administration

1. Introduction. In order to effectively administer this contract, the following delineation of duties is provided. The names, addresses and phone numbers for the individual(s) or office(s) are included. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the function assigned.

2. Procuring Contracting Office (PCO) is responsible for:
   a. All Pre-Award information, questions, or data.
   b. Freedom of Information Act Inquiries.
   c. Change(s), question(s), or information regarding the scope, terms or conditions of the contract document.

3. Contract Administration Office (CAO) is responsible for matters specified in FAR 42.302 and DFAR 42.302 except those delegated to another member or component of the Contract Administration Team.

4. Defense Contract Audit Agency (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of this contract prior to final payment to the contractor.

5. Contracting Officer's Representative (COR) is responsible for:
   a. Quality assurance of services performed, and acceptance or rejection of the services or deliverables.
   b. Technical advice, recommendations and clarification on the Statement of Work.

c. Providing the PCO with appropriate funds to fund the contract.
d. Providing technical expertise to both the PCO and CAO with regard to technical requirements.
e. Submit a written report on the performance of the contractor to the PCO. The report shall address the timeliness and acceptability of the deliverables, the use made of those deliverables/reports, and the effectiveness of the contractor's performance.
f. Maintain appropriate file documentation to support the COR's actions under this paragraph 5.
g. Monitoring contractor performance using the technique of floor checks. This requires actual on-site observation of Contractor's employees performing under the contract to see that inefficient or wasteful methods are not being utilized and, if they are, take reasonable and timely action to alert the contractor and PCO.
h. Conducting surveillance of Contractor performance to determine if the percentage of work performed reasonably corresponds to the percentage of funds expended and alert the Contracting Officer to any perceived difficulties. This includes reviewing the Contractor's progress reports and furnishing the COR's personal observations.
i. Reviewing in an expeditious manner a copy of Contractor invoices/vouchers, Certificates of Performance and all supporting documentation in light of the requirement, progress and other input, both documentary and from personal observation, to determine the reasonableness of the billing, to insure that the effort was expended toward the completion of one of the line item deliverables in the contract and its comparability to other documents. The COR will indicate complete or partial concurrence with the Contractor's invoice/voucher by executing the applicable Certificate of Performance furnished by the Contractor, if required. COR's shall use a forwarding letter to indicate full concurrence or detail the exceptions to the Contractor's invoice/voucher. The final invoice/vouchers for any order will not be processed for payment by the payment officer until receipt of the COR's complete concurrence as noted above, plus timely written certification of inspection and acceptance of services performed.
j. Alerting the Contracting Officer of any potential performance problems; and if performance schedule slippage is identified, determine causative factors and report them to the Contracting Officer with proposed actions required to eliminate or overcome the causes and to recover the slippage, if feasible. Monitor the recovery according to the agreed upon plan, and report significant problems to the appropriate Contracting Officer.
k. Furnishing the Contracting Officer with any Contractor or Technical Code request for change, deviation, or waiver, including timely submission of supporting analysis and other required documentation.
l. Insuring strict compliance with DOD Directive 5500 and SECNAVINST 5370.2H regarding standards of conduct and conflict of interest requirements.
m. Performing production support, surveillance, and status reporting, including timely reporting of potential and actual slippage in contract delivery schedules.
n. Track all Government Furnished Property (GFP) provided to Contractor.

The COR shall not:
- Make changes to the terms and conditions of the contract.
- Authorize the expenditure of funds.
- Supervise the Contractor's employees.
- Perform any action that would result in the contract being changed from non-personal to a personal services contract.

ALLOTMENT OF FUNDS (MAY 1993) (NAPS 5252.232-9104)

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

ITEM	ALLOTTED TO COST	ALLOTTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
0001	$**	$**	from award through three years thereafter

**To be filled in at time of award.

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost,

the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

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

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

SECTION "H" - SPECIAL CONTRACT REQUIREMENTS

ALLOTMENT OF FUNDS (MAY 1993) (NAVSEA 5252.232-9104)

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

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

* To be filled in.

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

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

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

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

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:

SIGINT Common Software Module software
RREP-SS-2 System Security Accreditation Agreement
Production laptops (if CLIN 0005 awarded)

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

(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 91718-8000
Phone: (909) 273-4677 or DSN 933-4677
FAX: (909) 273-5200
Internet: http://www.gidep.corona.navy.mil

NAVSEA 5252.216-9122 LEVEL OF EFFORT (JUL 1986)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be total man-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, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

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

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

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

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

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

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

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct

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

(j) 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.

SUBSTITUTION OF PERSONNEL (SEP 1990) (NAVSEA 5252.237-9106)

(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.

TECHNICAL INSTRUCTIONS (MAY 1993) (NAVSEA 5252.242-9115)

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

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

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

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

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

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

SECTION "I" - CONTRACT CLAUSES

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CLAUSES IN FULL TEXT

REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) (FAR 52.215-21)

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

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

(ii) *Information on modifications of contracts or subcontracts for commercial items*. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the

acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

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

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

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

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

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

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

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

PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (52.222-21)

(a) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this [clause] is a violation of the Equal Opportunity Clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1998)

(a) *Definitions. "Commercial item,"* as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions. *"Subcontract,"* as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O.11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)(FAR 52.245-5) (DEV)

(a) *Government-furnished property.* (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--(i) All or substantially all of the Contractor's business; (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or (iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property*. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or (ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title*. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--(i) Issuance of the property for use in contract performance; (ii) Commencement of processing of the property for use in contract performance; or (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property*. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration*. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access*. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited risk of loss*. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater; (ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement; (iii) For which the Contractor is otherwise responsible under the express terms of this contract; (iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or (v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. (ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--(A) Did not result from the Contractor's failure to maintain an approved program or system; or (B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, government property provided under this contract, [with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. T]he Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--(i) The lost, destroyed, or damaged Government property; (ii) The time and origin of the loss, destruction, or damage; (iii) All known interests in commingled property of which the Government property is a part; and (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to,

Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--(1) Any delay in delivery of Government-furnished property; (2) Delivery of Government-furnished property in a condition not suitable for its intended use; (3) A decrease in or substitution of Government-furnished property; or (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property*. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; *provided*, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises*. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (*e.g*., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications*. All communications under this clause shall be in writing.

(l) *Overseas contracts*. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (52.252-2)

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 address: http://www.arnet.gov/far

RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995) (DFAR 252.227-7013)

(a) *Definitions*. As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings,

design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(9) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the rights to-

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is-

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data*. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights. The Government shall have unlimited rights in technical data that are-

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with-

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data-

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless-

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data-

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless-

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data*. All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data*. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) *Identification and delivery of data to be furnished with restrictions on use, release, or disclosure*.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and

signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted-

Technical Data			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

_____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) *Marking requirements*. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No.
Contractor Name
Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data-Noncommercial Items clause contained in

the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No.
Contractor Name
Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____(Insert contract number)____, License No. ____(Insert license identifier)____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records*. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall-

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) *Removal of unjustified and nonconforming markings*.

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in technical data*.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees,

royalties, or similar charges, for rights in technical data to be delivered under this contract when-

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause-

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) *Applicability to subcontractors or suppliers*.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIALCOMPUTER SOFTWARE DOCUMENTATION (JUN 1995) (DFARS 252.227-7014 (Alt I)

(a) Definitions. As used in this clause:

(1) "Commercial computer software" means software developed or regularly used for non-governmental purposes which-

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) "Computer database" means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) "Computer program" means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) "Developed" means that-

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program

can reasonably be expected to perform its intended purpose;
(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or
(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(7) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.
(i) Private expense determinations should be made at the lowest practicable level.
(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.
(9) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.
(10) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.
(11) "Government purpose rights" means the rights to-
(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and
(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(12) "Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.
(13) "Noncommercial computer software" means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.
(14) "Restricted rights" apply only to noncommercial computer software and mean the Government's rights to-
(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;
(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;
(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;
(iv) Modify computer software provided that the Government may-
(A) Use the modified software only as provided in paragraphs (a)(14)(i) and (iii) of this clause; and
(B) Not release or disclose the modified software except as provided in paragraphs (a)(14)(ii), (v) and (vi) of this clause;
(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify

computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that-

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(14)(i) of this clause; and

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that-

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose.

(15) "Unlimited rights" means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in computer software or computer software documentation. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in-

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with-

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) Government purpose rights.

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless-

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights.

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(4) Specifically negotiated license rights.

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(14) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(13) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless-

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer

software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) Third party copyrighted computer software or computer software documentation. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such-

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
List	List	List	List

*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

**Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

_____

Signature

_____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions-Computer Software clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government

with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____(Insert contract number)____, License No. ____(Insert license identifier)____. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall-

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the

Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in computer software or computer software documentation.

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when-

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause-

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

ALTERNATE I (JUN 1995)

(l) Publication for sale.

(1) This paragraph only applies to computer software or computer software documentation in which the Government has obtained unlimited rights or a license to make an unrestricted release of the software or documentation.

(2) The Government shall not publish a deliverable item or items of computer software or

computer software documentation identified in this contract as being subject to paragraph (l) of this clause or authorize others to publish such software or documentation on its behalf if, prior to publication for sale by the Government and within twenty-four (24) months following the date specified in this contract for delivery of such software or documentation, or the removal of any national security or export control restrictions, whichever is later, the Contractor publishes that item or items for sale and promptly notifies the Contracting Officer of such publication(s). Any such publication shall include a notice identifying the number of this contract and the Government's rights in the published software or documentation.

(3) This limitation on the Government's right to publish for sale shall continue as long as the software or documentation are reasonably available to the public for purchase.

DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997) (DFARS 252.227-7036)

All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. _____ is complete, accurate, and complies with all requirements of the contract.

Date _____
Name and Title of Authorized Official _____

PERFORMANCE EVALUATION

The Government will evaluate the performance of the contractor awarded the contract resulting from this solicitation, in accordance with FAR 42.15. The following performance rating factors will be utilized:

Quality; Cost Control; Timeliness of Performance; Business Relations; and Customer Satisfaction

SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (JUN 1997) (DFARS 252.219-7004)

(a) Definition.
"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.
(b) The Offeror's comprehensive small business subcontracting plan and its successors, which are authorized by and approved under the test program of Section 834 of Pub. L. 101-189, as amended, shall be included in and made a part of the resultant contract. Upon expulsion from the test program or expiration of the test program, the Contractor shall negotiate an individual subcontracting plan for all future contracts that meet the requirements of Section 211 of Pub. L. 95-507.
(c) The Contractor shall submit Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the form, except--
(1) One copy of the SF 295 and attachments shall be submitted to Director, Small and Disadvantaged Business Utilization, Office of the Deputy Under Secretary of Defense (International and Commercial Programs), 3061 Defense Pentagon, Room 2A338, Washington, DC 20301-3061; and
(2) Item 14, Remarks, shall be completed to include semi-annual cumulative--
(i) small business, small disadvantaged business, and women-owned small business goals, and
(ii) small business and small disadvantaged business goals, actual accomplishments, and percentages for each of the two designated industry categories.
(d) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) (FAR 52.252-6)

(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 Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE – (NAVSEA 5310)

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.

TRAVEL COSTS - ALTERNATE I (NAVSEA) (MAY 2000) – (NAVSEA 5315)

(a)(1) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
(2) In accordance with Class Deviation 2000-00005, DOD Contractors may choose to use either the FTR rates and definitions for travel, lodging and incidental expenses effective on 31 December 1998 or the current FTR rates and definitions. The Contractor must choose either the 1998 definitions and rates or the current FTR definitions and rates and apply them consistently to all travel while this class deviation, or its successor, is in effect.
(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
(d) The Contractor shall not be reimbursed for the following daily local travel costs:
(i) travel at U.S. Military Installations where Government transportation is available;
(ii) travel performed for personal convenience/errands, including commuting to and from work; and
(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

SECTION "J" - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Exhibit "A" - Contract Data Requirements List (CDRL):

**See Section “B” for a list of CDRL Data Items found as Exhibit “A”

Exhibit “B” – NSWC Crane Statement of Work – 61 pages – dated January 2001

Exhibit “C” – Performance Specification – 38 pages - dated 26 January 2001 **(Request by e-mail; see Section C)**

Exhibit “D” – Contract Security Classification Specification DD254 (2 pages)

Attachments:

(1) Data Item Descriptions for the above CDRLS:

http://www.acq.osd.mil/log/lro/cmdm_info/dids/didindex.html

(2) General DD Form 1423 Glossary

SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) PROVISIONS
II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) PROVISIONS

PART I

Title and Date	FAR Subsection
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)	52.203-11

PART II

Title and Date	DFARS Subsection
Disclosure of Ownership or Control by a Foreign Government (Sep 1994)	252.209-7002

PROVISIONS IN FULL TEXT

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)

(a) The offeror certifies that--

(l) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(l) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above _____(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(l) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(l) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

TAXPAYER IDENTIFICATION (OCT 1998) (FAR 52.204-3)

(a) *Definitions*.

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

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

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

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

accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN)*.

( ) TIN: _____.

( ) TIN has been applied for.

( ) TIN is not required because:

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

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

( ) Sole proprietorship;

( ) Partnership;

( ) Corporate entity (not tax-exempt);

( ) Corporate entity (tax-exempt);

( ) Government entity (Federal, State, or local);;

( ) Foreign government;

( ) International organization per 26 CFR 1.6049-4;

( ) Other _____.

(f) *Common Parent.*

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

( ) Name and TIN of common parent::

Name _____

TIN _____

WOMEN-OWNED BUSINESS [OTHER THAN SMALL BUSINESS (MAY 1999) (FAR 52.204-5)

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.]

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

ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987) (FAR 52.207-4)

(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.

_____

_____ (b) 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 database 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996) (FAR 52.209-5)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--(i) The Offeror and/or any of its Principals--

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

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

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

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

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

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

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

PLACE OF PERFORMANCE (OCT 1997) (FAR 52.215-06)

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

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

Place of Performance (Street, Address City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
_____	_____
_____	_____
_____	_____

SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) (FAR 52.219-1) – ALT II (OCT 2000)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 3342201.

(2) The small business size standard is 750 employees.

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

(b) *Representations*.

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

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

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

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

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

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

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

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

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

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

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

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

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

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

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

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

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

(d) *Notice*.

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

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

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

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

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

***Alternate II* (Oct 2000).**

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

___ Black American.

___ Hispanic American.
___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
___ Individual/concern, other than one of the preceding.

SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)(FAR 52.219-19)

(a) *Definition. "Emerging small business"* as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) *[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]* The Offeror * is, * is not an emerging small business.

(c) *[Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]* Offeror's number of employees for the past 12 months *[check this column if size standard stated in solicitation is expressed in terms of number of employees]* or Offeror's average annual gross revenue for the last 3 fiscal years *[check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]*

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ $1 million or less
____ 51 -- 100 ____ $1,000,001 -- $2 million
____ 101 -- 250 ____ $2,000,001 -- $3.5 million
____ 251 -- 500 ____ $3,500,001 -- $5 million
____ 501 -- 750 ____ $5,000,001 -- $10 million
____ 751 -- 1,000 ____ $10,000,001 -- $17 million
____ Over 1,000 ____ Over $17 million

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) (FAR 52.222-22)

The offeror represents that—

(a) It (__) has, (__) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation,

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

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

AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)

The offeror represents that (a) it (__) has developed and has on file, (__) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it (__) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

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

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

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

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

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

* (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
* (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
* (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
* (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
* (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

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

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

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

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

[ ]* None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

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

_____

_____

_____

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

DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) (DFAR 252.209-7001)

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

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means-

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999) (DFARS 252.225-7000)

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

(b) *Evaluation.* Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The Offeror certifies that-(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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

Qualifying Country End Products

Line Item Number	Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number	Country of Origin (If known)

REPRESENTATION OF EXTENT OF OCEAN TRANSPORTATION BY SEA (AUG 1992) (DFARS 252.247-7022)

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

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

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

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

CONTRACTOR PERFORMANCE DATA

The offeror shall demonstrate past performance through completion of the "Contractor Performance Data Sheet". The Contractor Performance Data Sheet shall be completed in its entirety. Data other than that requested on the Contractor Performance Data Sheet will not be considered. Additionally, offerors are urged to submit brief and concise responses, within the confines of the space allotted. *Failure to submit the completed Contractor Performance Data Sheet (along with the proposal) shall be considered certification (by signature on the proposal) that the contractor has no past performance for like or similar items for the Government to evaluate.*

CONTRACTOR PERFORMANCE DATA SHEET

NOTE: THE INFORMATION PROVIDED MAY BE USED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING COSTS/PRICE, TECHNICAL, AND DELIVERY OBJECTIVES. POINTS OF CONTACT PROVIDED, MAY BE CONTACTED TO CONFIRM INFORMATION PROVIDED AND TO GATHER INFORMATION ON TECHNICAL PERFORMANCE, QUALITY, LIFE CYCLE COST AND/OR RELIABILITY. THE RESULTS MAY BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR (S) IN ACCORDANCE WITH SECTION M OF THE REQUEST FOR PROPOSAL.

Please list performance data on a maximum of five contracts for like or similar items, either completed or ongoing, under which performance has taken place within the last three years. Contracts with the federal government are preferred, but you may also list contracts with state and local governments or contracts with commercial customers. In determining which contracts to submit, please refer to FAR 15. 305(a)(2)(I), which states in pertinent part that “[p]ast performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered in making the award decision…”. The Government reserves the right to not consider any information submitted exceeding the five-contract limitation.

Contractor Name:
Address:

Division:

RFP #:
POC: (Person who can verify data)
Telephone:
FAX:

CONTRACT INFORMATION

Contract Number:
Contract Type: Fixed Price
Item Description:
Contract Quantity/Length of Service:
Customer Name:
Address:

Date Completed:
Cost Reimbursement Other (Specify)

Customer POC: (Person who can verify data)
Telephone:
FAX:

QUALITY

NOTE: An explanation must accompany all answers with an asterisk(*).

Was consideration or a monetary withhold for non-conforming supplies/services or late deliveries assessed against this contract?
YES* ___ NO ___ (Explanation)

Was/is any part of this contract terminated for default and/or litigation?
YES* ___ NO ___ (Explanation)

Was any warranty work completed on delivered items?
YES* ___ NO ___ (Explanation)

Did you receive any quality awards in the past three years?
YES* ____ NO ____ (List Awards)

TIMELINESS

Were all items (including products, services, reports, etc.) delivered within the original contract schedule?
YES ____ NO *_____ (Explanation)

COST FOR COST TYPE CONTRACTS:
Was the original contract estimated cost met?
YES _____ NO* _____ (Explanation)

If the estimated cost was not met, what was the positive/negative percentage of change?
+_____ -_____

OTHER PERTINENT INFORMATION
Describe any corrective action(s) initiated to solve any of the above-described problems/deficiencies on this contract. Discuss the success of the corrective action(s) taken.

SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

PART I

Title and Date	FAR Subsection
Data Universal Numbering System (DUNS) Number (Jun 1999)	52.204-06
Notice of Priority Rating for National Defense Use (Sep 1990)	52.211-15
Instructions to Offerors-Competitive Acquisition (Feb 2000)	52.215-01
Facilities Capital Cost of Money (Oct 1997)	52.215-16
Single or Multiple Awards (Oct 1995)	52.216-27

PART II

Title and Date	DFARS Subsection
Commercial and Government Entity (CAGE) Code Reporting (Aug. 1999)	252.204-7001
Identification and Assertion of Use, Release or Disclosure Restrictions (Jun 1995)	252.227-7017
Technical Data or Computer Software Previously Delivered to the Government (Jun 1995)	252.227-7028

PROVISIONS IN FULL TEXT

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

Any contract awarded as a result of this solicitation will be (__) DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

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

The Government contemplates award of a cost-plus-fixed-fee (CLINS 0001, 0002, and 0003) and firm-fixed-price (CLIN

0005) contract resulting from this solicitation.

SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, Code 1164, Bldg. 64, NAVSURFWARCENDIV, 300 Highway 361, Crane, IN 47522-5011.

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: http://www.arnet.gov/far

SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)

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

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

NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to _____, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any

additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

REQUIREMENTS CONCERNING WORK WEEK (MAY 1993)

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

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

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

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

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

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

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

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

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

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

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (NAVSEA) (Jun 1999)

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

USE OF NON-DEVELOPMENTAL ITEMS (NDI) (NAVSEA) (MAY 1993)

(a) Use of NDI is the preferred method of satisfying operational requirements of the Navy where such use does not degrade the operational or performance requirements. The term NDI means:

(1) Any item of supply that is available in the commercial marketplace;

(2) Any previously developed item of supply that is in use by a department or agency of the United States, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(3) Any item of supply described in paragraph (1) or (2) that requires only minor modification in order to meet the requirements of the procuring agency; or

(4) Any item of supply that is currently being produced that does not meet the requirements of paragraph (1), (2), or (3) solely because the item:

(i) is not yet in use; or
(ii) is not yet available in the commercial marketplace.

(b) Offerors are encouraged to propose NDI or partial NDI alternatives to conventional R&D or MIL-SPEC production hardware or software requirements of this solicitation at all levels of the work breakdown structure (i.e. end-item, sub-system, component, piece part, etc.). All proposed NDI alternatives shall be clearly identified in the proposal. The intent of the NDI alternative is to provide the Navy with effective and economic solutions to its essential operational requirements.

ALTERNATE PROPOSALS (Jan 1992)

Offers may submit more than one proposal, each of which must satisfy the mandatory requirements of the solicitation, including any Benchmark Tests, in order to be considered. As a minimum, one of the proposals submitted must be complete. The alternate proposal(s) may be in an abbreviated form following the same section format, but providing only those sections which differ in any way from those contained in the original proposal. Each proposal will include cost tables indicating the complete range of pricing options. In the case of price/cost options for a given configuration, an alternate proposal will not be required. If alternate proposals are submitted, such alternatives will be clearly labeled and identified on the cover page of each separate document. The reason for each alternate and its comparative benefits shall be explained. Each proposal submitted will be evaluated on its own merits.

PROPOSAL REQUIREMENTS

(NOTE: Provide information for the prime contractor as well as all significant proposed subcontractors.)

(a) The technical proposal and the cost/price proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information, except for salary information provided on resumes.

(b) The offeror shall submit the following information:

(1) _2_ completed signed solicitation packages, with all representations and certifications executed, and with cost/prices in Section B.
(2) _7_ copies of the technical proposal.
(3) _2_ copies of the cost/price proposal.
(4) _2_ copies of Sensitive Compartment Information Facility (SCIF) Accreditation (See Section M)
(5) _2_ copies of TS/SCI active Clearances (See Section M)

(c) Technical Proposal. Each technical proposal shall enable Government evaluating personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet **or exceed** the requirements of the government. To this end, each technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the specifications or attest that "standard procedures will be employed," are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this clause. As a minimum, the proposal must clearly provide the following:

Overall Technical Approach to Successfully Accomplish the Performance Specifications and Statement of Work, including, but not limited to, Key Personnel, Program Plan, and Warranty. See Section “M” herein for specific areas to be evaluated for award and the relative importance of all factors and subfactors.

ANY EXCEPTION TO THE GOVERNMENT'S TECHNICAL REQUIREMENTS/SPECIFICATIONS MUST BE INCLUDED IN THE TECHNICAL PROPOSAL AND HIGHLIGHTED IN A COVER LETTER TO THE TECHNICAL PROPOSAL.

(d) Cost/Price Proposal. The following cost/price information is required:

For CLINs 0001, 0002, and 0003, the total estimated cost, with detailed information as follows:

(1) A Work Breakdown Structure showing all manloading by labor category
(2) All Direct Labor Rates
(3) All Other Direct Costs
(4) All Indirect Rates and Allocation Bases
(5) Proposed Fee percentage and method of allocation

For CLIN 0005, provide the estimated unit price, total price, and guaranteed minimum number of systems deliverable

within the budgeted amount (CAIV).

(e) Exceptions. Offerors are not encouraged to take exceptions to this solicitation, however, any exceptions taken to the specifications, terms and conditions of this solicitation shall be explained in detail and set forth in a cover letter as well as in this section of the Cost Proposal. Offerors are to detail the particular section, clause paragraph and page to which they are taking exception.

The page limitations for each section are outlined below. Page limitation refers to 8.5" X 11" typewritten pages:

Technical Proposal – Maximum 40 pages. The following will **not** be counted as part of the 40 pages; cover sheet, table of contents, diagrams, illustrations, schedule diagrams, resumes, charts, figures, tables, parts lists and pictures.
Past Performance – Offerors must complete the Contractor Performance Data Sheets (reproduce as necessary) on five completed or ongoing contracts in accordance with the instructions on the sheet. Government is not obligated to evaluate more than five contracts.
Cost/Price Proposal **–** Maximum 25 pages.
Subcontracting Plan – Maximum 15 pages.
Resumes – Maximum 3 pages each.

SUBCONTRACT DATA REQUIRED

It is the intent of the Government to encourage the use of Small Business, Small and Disadvantaged Businesses and Woman Owned Businesses whenever practicable. Describe the extent to which your company has identified and committed to provide for participation by small, small and disadvantaged businesses (SDB) , woman owned businesses (WOB), historically black colleges and universities, or other minority institutions for the performance of this effort. The Offeror shall provide sufficient information to demonstrate that the tasks assigned the selected small and/or SDB and WOB subcontractors are meaningful in the sense that they will be performing functions important to the overall success of the program and also broaden the subcontractor's technical capability. The offeror shall describe their management approach for enhancing small, SDB and WOB subcontractor's technical capability. Of special interest is the amount and type of work to be performed by the subcontractors. The offeror shall explain the reasons for and advantages of selecting particular subcontractors. Performance shall be separate from subcontracting plans to be submitted by large businesses pursuant to FAR 52.219-9, but must incorporate the goals stressed herein.

BLANKET EXEMPTION CERTIFICATE

In accordance with the provisions of Section 39(a) and Section 6 of the Indiana Gross Income Tax Act of 1933, Crane Division, Naval Surface Warfare Center, Crane, Indiana, is specifically exempt as a Government activity from any payment of sales and use tax has been assigned Exemption Certificate Number 0018103400015.

BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, IN, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

ALTERNATIVES TO SPECIFICATIONS OR STANDARDS (NAVSEA) (AUG 194)

(a) The Department of Defense is committed to minimizing the incorporation of military and outdated federal and commercial specifications and standards in contracts and is seeking to use alternative, tailored or updated non-government specifications and standards to the maximum extent practicable to satisfy the requirements.
(b) This solicitation contains military, federal and no-government specifications and standards. To assist in the standardization of military/commercial specifications and standards and to enable the Government to evaluate current commercial practices, offerors are invited to propose (1) alternatives to those mandatory military, federal or commercial specifications and standards listed in this solicitation and/or (2) tailoring of mandatory military or federal specifications and standards identified in this solicitation.

(c) Offerors are invited to demonstrate whether the mandatory military, federal or non-government specifications and standards are advantageous to the Government and whether commercial specifications and standards or tailored specifications listed herein would meet the mandatory performance requirements specified in this solicitation. offerors should list below any commercial specification or standard and the specification or standard from the solicitation which it would replace. Any proposed tailored specifications should also be listed. Use additional pages as necessary.

SPEC/STD REPLACED	SPEC/STD PROPOSED (Including number, rev. and date)
_____	_____
_____	_____

A copy of any proposed alternative commercial specifications or standards as well as any tailored specifications and standards shall be included in the offeror's proposal. Rationale which describes the advantages of the proposed alternative shall also be included in the offeror's proposal as detailed in the paragraph entitled "Instructions to Offerors" contained in Section L of this solicitation.

(d) Alternative A: The Government shall consider the alternative specifications and standards in meeting the solicitation requirements during the source selection evaluation. Evaluation criteria for alternative specifications and standards is contained in Section M of this solicitation. If the Government accepts the proposed alternative specifications and standards, the offeror's proposal may be incorporated into the resultant contract, either in whole or in part, at the Government's discretion. Acceptance by the Government of alternative specifications and standards does not obligate the Government to conduct discussions under this solicitation.

(d) Alternative B: It is requested that all recommendations be submitted within 15 days from the date of issuance of this solicitation to allow the Navy adequate time to make a decision and, if necessary, amend this solicitation prior to the time set for receipt of proposals. In the event the Navy decides to allow the use of alternative specification and standard, this solicitation will be amended accordingly.

WORLD WIDE WEB SOLICITATION INFORMATION

Some solicitations available posted on the WWW site may not include all documents of the solicitation package. Drawings and Contract Data Requirement Lists (CDRLs) are examples of documents that may not be included due to technical issues. Under those circumstances, a notice will be provided with each solicitation package listing documents not available on WWW. Hard copies of the documents may be obtained by contacting the solicitation Point of Contact (POC) listed in the solicitation document.

Any amendments to the subject solicitation will be posted to the NSWC Crane Division WWW Page (http://www.crane.navy.mil/supply/solicit.htm) beneath the applicable solicitation. The complete solicitation package, including all amendments, should be received and reviewed prior to submitting a response**.** It is the responsibility of the offeror to obtain all amendments and/or other applicable documents prior to submission of the offer. Under these circumstances, offerors are reminded to include acknowledgement of acceptance of these amendments in their offer.

SECTION "M" - EVALUATION FACTORS FOR AWARD

PART I

Title and Date	FAR Subsection
Evaluation of Options (Jul1990)	52.217-05

PROVISIONS IN FULL TEXT

SINGLE AWARD FOR ALL ITEMS

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

GREATEST VALUE EVALUATION

NOTE: To be eligible for award, the successful offeror must have SCIF Accreditation and TS/SCI Active Clearances.

(a) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost/price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified which affects the evaluation factors for award.

EVALUATION FACTORS
Technical Approach
Past Performance
Cost/Price
Oral Presentations (If necessary; see below.)
Subcontracting Plan

(b) SCIF Accreditation and TS/SCI Active Clearance is not a weighted evaluation factor. Without this information, as described below, the offer will not be considered for further evaluation.

(c) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with his offer. Unrealistic personnel compensation rates will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score.

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

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

SOURCE SELECTION CRITERIA

SCIF Accreditation and TS/SCI Active Clearance – Not a weighted factor.

The offeror shall provide the Letter of Accreditation for the Sensitive Compartment Information Facility (SCIF) to be utilized. If the SCIF is not owned by the offeror, additional documentation shall be supplied validating the agreement between owner and user.

The offeror shall provide OPNAV 5510/413 for each personnel required to possess a TS/SCI active clearance. At a minimum, an OPNAV 5510/413 must be submitted for the key personnel to include Program Manager, Lead Senior Engineer, and Lead Software Engineer.

If this information if not provided, the offeror will not be considered for further evaluation.

A. Technical Approach – Technical approach is the most important factor.

The following subfactors and sub-subfactors are listed in descending order of importance:

1. Key Personal
2. Program Plan
    - Program milestones/WBS/Approach
    - Place of Performance – SCIF
    - Methodology for Interfacing with Project Office; electronics interface
    - Quality System (e.g. ISO 9000)
    - CM Plan
    - System Testing
    - COTS Approach
    - Training Plan
    - Field Maintenance Plan/Concept
    - Tech Manual Development
3. Warranty

B. Past Performance – Past performance is the second most important factor.

The following subfactors are listed in descending order of importance:

1. System Performance
2. Schedule Adherence
3. Cost Adherence/Control
4. System Supportability
5. Business Relations
6. Teaming Relationships

C. Oral Presentations (if necessary) - Oral presentations will only become necessary if the competitive range determination or award selection cannot be made based on technical approach, past performance, and cost/price. These oral presentations, if necessary, would be held at a time and location to be determined. The Government reserves the right to not conduct oral presentations if other information available for the Contracting Officer's evaluation is sufficient to determine the overall best value to the Government. If oral presentations are held they will be used to ascertain the offerors' overall understanding of the requirement and technologies necessary to provide the optimal technical solution, as well as knowledge of the marketplace and demonstrated ability to integrate COTS/NDI products to meet the Marine Corps' requirements. Additionally, the ability to field and support the system would be addressed in the oral presentations, if necessary.

D. Cost/Price – Although price is not a weighted evaluation factor, it will not be ignored. When combined, the other evaluation criteria are significantly more important than price. Cost realism, CAIV, loaded hourly rates, within budget and ODCs will evaluated relative to CLINs 0001, 0002, and 0003. For CLIN 0005, the Government will consider the number of systems guaranteed to be delivered within the existing budget; HOWEVER, at least 18 systems must be fielded. The degree of importance of the price will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based, or when the price is so significantly high as to diminish the value of the technical superiority to the Government. (See below.)

E. Subcontracting Plan – Not a weighted factor, but a subcontracting plan, if applicable, that is acceptable to the Government must be negotiated prior to award. Please include a subcontracting plan with your proposal if required.

Technical Evaluation (NOTE: Resumes must be provided for all Key Personnel proposed.)

The following are <u>minimum</u> (more and current/recent is better) requirements for the key personal:

1. Program Manager
   - BS in Computer Science
   - TS/SCI Active Clearance
   - 3 years DOD System Acquisition experience
   - 4 years experience of PM over DOD Technical Intel Systems
   - 4 years system integration experience
   - Level 2 DAWIA (or Industry equivalent) certification

2. System Engineer
   - BS in Electrical Engineer
   - TS/SCI Active Clearance
   - Accredited Software Institute Training
   - 4 years system integration experience
   - 4 years experience with MARCOR SIGINT
   - 2 years experience with CRYPTO Program, training, etc.

3. Software Engineer
   - BS in Engineer / Math or related field
   - 4 years experience with MARCOR SIGINT
   - TS/SCI Active Clearance
   - Software certification (e.g., CTF, Java based APPS; HTML/TML)

PAST PERFORMANCE EVALUATION

During the source selection process, the Government will assess the offeror's past performance in the evaluation for contract award. Accordingly, each offeror is required to submit a list of up to five of its most recent contracts within the past three years, either completed or on-going, for the same or similar products. It is preferred that these contracts be with U.S. government customers, but contracts with other commercial concerns are also acceptable. Offerors are authorized to provide information relative to any problems encountered on the identified contracts and any corrective actions taken by the offeror. The Source Selection Authority (SSA)/Contracting Officer will evaluate the offeror's past performance based upon the information furnished by the offeror and/or other information obtained by the Contracting Officer. The Contracting Officer is not responsible for locating or securing any information not furnished with the offer. The SSA/Contracting Officer may, however, utilize all available information, including information not provided by the offeror, in the past performance evaluation. The Government reserves the right to review less than all information submitted, and to only analyze sufficient information to make a reasonable determination of each offeror’s past performance rating.

If insufficient information regarding the offeror’s corporate history is available, the offeror is encouraged to submit for evaluation evidence of relevant past performance on the part of the offeror’s key/principal employees, as either a prime- or sub-contractor.

Past performance is assessed by the SSA/Contracting Officer and is assigned a narrative rating in the evaluation. Each offeror will be given an adjectival rating on past performance: highly favorable, favorable, neither favorable nor unfavorable, unfavorable, highly unfavorable, or no same or similar history. Offerors who do not have same or similar past performance information reasonably available to the Contracting Officer will not be rated either favorable or unfavorable. The Government reserves the right to award to other than the lowest priced offer as set forth elsewhere in the solicitation. In addition, the Government may accept other than the lowest priced offer if doing so would result in greater value to the Government in terms of technical performance, quality, reliability, life cycle cost, or lower overall program risk. As a part of the past performance evaluation, the Government will assess the offeror's previous compliance with the requirements of FAR 52.219-8 and 52.219-9 as applicable.

COST/PRICE

The budget for this procurement is stated in Section B. Offerors will be evaluated on how much they are proposing to provide for the available dollars in terms of system performance proposed (including, but not limited to, signal detection, electronic attach, direction finding, communication, computer workstation, GPS, etc), technical merit, and data rights. Offers will also be evaluated on the number of production units (option CLIN 0005) that shall be delivered (if awarded) for the budget as stated in Section B. A Cost Realism will be preformed to assess the degree of cost risk on the Government for each respective offeror. Each offer will be assigned a cost risk of very low, low, moderate, high, or very high depending on the results of the Cost Realism evaluation.

EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

Note: Award will be made to the offeror whose offer is most advantageous to the Government.

Note: Offerors are advised that technical proposals may be evaluated without consideration of any proposed subcontractor which is deemed to have an organizational conflict of interest.

RADIO RECONNAISSANCE EQUIPMENT PROGRAM (RREP) - SIGINT SUITE - 3

ENGINEERING & MANUFACTURING DEVELOPMENT & PRODUCTION
STATEMENT OF WORK

Program Manager
Intelligence and Communications Systems
Marine Corps Systems Command
Quantico, Virginia 22134-5010

JANUARY 2001

STATEMENT OF WORK

FOR THE UNITED STATES MARINE CORPS RREP-SS-3 RESEARCH AND DEVEVELOPMENT WITH PRODUCTION OPTIONS

1.0 SCOPE

This Statement of Work (SOW) sets forth the requirements for the contractor to design, develop, integrate, test, and produce one Radio Reconnaissance Equipment Program-SIGINT Suite-3 (RREP-SS-3) Engineering Development Model (EDM) and provide technical support for the EDM Field User Evaluation (FUE). Further, the SOW defines production efforts at Government option for the contractor to produce and field 18 RREP-SS-3 systems, including spares, and provide associated documentation, training materials package, technical manuals, and field training support. The EDM effort shall include procuring, fabricating, and integrating Commercial-Off-the-Shelf (COTS) components and software into a lightweight, ruggedized, man-portable Signal Intelligence (SIGINT) collection system. The system shall use a modular design allowing for growth and rapid integration of future technologies and capabilities. The contractor shall provide Program Management, System Engineering, Software Integration, Configuration Management, Quality Assurance, Testing, Integrated Logistics Support, Maintenance Planning, Supply Support, Technical Publications, Support and Test Equipment, Operations and Maintenance Training, and System Testing of the RREP-SS-3. The contractor shall be responsible for providing all/specific material, services, and necessary support documentation needed to complete the tasks identified in this SOW. Following FUE and developmental testing, the contractor shall retrofit the EDM system with modifications as identified under paragraph 3.1.1. The EDM will be delivered to MARCORSYSCOM and will not be one of the fielded production systems. Under the production option of this SOW, the contractor shall “build to model” utilizing the RREP-SS-3 EDM. The production option requires written Government approval before work may proceed. The contractor shall provide logistics support, in the form of a spare parts block, for the three-year operational lifecycle of the RREP-SS-3 systems in support of the fielded production systems.

2.0 The following documents of the exact date and issue specified form a part of this Statement of Work (SOW) to the extent specified herein. In the event of conflict between the applicable documents and this SOW, the SOW shall take precedence. All second tier and below references cited [in mandatory compliance documents] shall be considered as guidance only. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

2.1 Military Standards and Specifications - Mandatory Compliance.

MIL-STD-129N 15 May 97 Standard Practice for Military Marking

MIL-STD-2073-1C 1 Oct 96 Standard Practice for Military Packaging

MIL-PRF-29612 26 Sep 96 Training Data Products

2.2 Military Standards and Specifications - Guidance Only.

MIL-STD-882D 10 Feb 00 Standard Practice for System Safety

2.3 Handbooks - Guidance Only.

MIL-HDBK-29612-1 (Draft) 5 May 98 Guidance for Acquisition of Training Data (Part 1) Products and Services

MIL-HDBK-29612-2 (Draft) 5 May 98 Instructional Systems Development/Systems (Part 2) Approach to Training and Education

MIL-HDBK-29612-3 (Draft) 5 May 98 Development of Interactive Multimedia (Part 3) Instruction (IMI)

MIL-HDBK-29612-4 (Draft) 5 May 98 Glossary for Training (Part 4)

2.5 Other Government Documents

RREP Performance Specification, January 2001

RREP Operational Requirements Document, 30 September 1998

DoD 5200.40, Defense Information Technology Security Certification and Accreditation Process (DITSCAP)

DoD 8510.1-M, 31 July 2000 System Security Authorization Agreement

NCSC-TG-016, Version-1, Oct 1992 Guidelines for Writing Trusted Facility Manuals

NCSC-TG-026, Version-1, Sep 1991 Guide to Writing Security Features User’s Guide

2.6 Non-Government Documents.

ASTM D3951 1 Jan 95 Standard Practice for Commercial Packaging

SD-14 31 Aug 94 Listings of Toxic Chemicals Hazardous and Ozone-Depleting Chemicals

EIA-625 (Guidance Only) 10 Nov 94 Requirements for Handling Electrostatic-Discharge-Sensitive (ESDS) Devices

3.0 REQUIREMENTS.

3.1 Phase I and II Requirements. The contractor shall perform all tasks delineated in this SOW and provide all materials, equipment, hard tooling, personnel, and facilities necessary to manufacture, fabricate, integrate, produce, test, and deliver the types and quantities of deliverables specified by the contract. The RREP-SS-3 performance shall be in accordance with the RREP Performance Specification. This effort includes the associated Program Management, System Engineering, Configuration Management, Quality Assurance, Testing, Integrated Logistics Support, Maintenance Planning, Supply Support, Technical Publications, Support and Test Equipment, and Training. The RREP-SS-3 shall be designed, developed, integrated, manufactured, tested, and delivered in two phases.

3.1.1 Phase I. Phase I includes the project management, design, development, and test of the EDM RREP-SS-3. In addition, the contractor shall develop applicable documents IAW the CDRLs as further defined in this SOW. The EDM unit shall have the capabilities as defined by the RREP Performance Specification. The contractor shall design, develop, integrate, produce, test, and deliver 1 (one) RREP SS-3 EDM system to conduct a FUE. Following the FUE and developmental testing, the contractor shall retrofit the EDM system with hardware and software modifications deemed necessary by MARCORSYSCOM as a result of the findings of the FUE and developmental testing. The modified EDM shall be delivered to MARCORSYSCOM and shall not be one of the fielded production systems. The contractor shall provide full logistics support during all testing and FUE. Upon successful completion of developmental tests, the successful FUE process, and the retrofit and delivery of the EDM, the Government may exercise contract options to continue with Phase II.

3.1.2. Phase II (Production Option). Phase II is a production option which includes the fabrication, integration, manufacture, assembly, test, and delivery of the RREP-SS-3. During the Phase II period of performance, applicable documents IAW the CDRLs as further defined in this SOW shall be delivered. The contractor shall produce and deliver 18 (eighteen) RREP-SS-3 production systems and sufficient spares to support a three-year operational life cycle based on the Line Replaceable Unit (LRU) Mean Time Between Failure (MTBF), mission duration, and concept of employment. The production units shall have the capabilities as defined by the "Radio Reconnaissance Equipment Program (RREP) Performance Specification". The contractor shall develop a recommended list of spare parts. The

contractor shall conduct production acceptance tests, as defined in this SOW, on each production system and the production units must pass these tests prior to Government acceptance. The contractor shall develop all necessary operator and maintenance technical manuals. The contractor shall develop a training material package sufficient to support initial fielding of the 18 RREP systems and to support On-the-Job-Training (OJT) by the operators and maintainers. The contractor shall conduct new equipment training to support the fielding process at both Radio Battalions.

3.2 Program Planning and Management. (Phase I & II)

3.2.1 Program Management. The contractor shall establish and maintain program management operations, which shall include the following areas:

(a) Program Planning, Schedule and Control

(b) Subcontractor Control

(c) Data Management

(d) Management and Accountability for Government Furnished Equipment, Material and Information

(e) Meetings, Formal Reviews, Conferences, and Audits

3.2.1.1 Program Planning. The contractor shall plan, establish, implement and control objectives and requirements throughout the period of performance. Planning activities shall include the steps and procedures necessary to proceed through the development, integration, fabrication, test and evaluation of the RREP-SS-3. Contractor program management documentation shall be readily available to Government representative(s) during planned visits.

3.2.1.2 Schedule Planning. The contractor shall maintain an accurate schedule of program events and recommend program schedules, including review and evaluation techniques that provide for the earliest delivery schedule while at the same time satisfying all requirements in a cost effective manner. The program schedule shall include all significant events, and a Program Planning Milestone Chart shall depict major tasks and events from the start to the completion of the contract. The contractor shall notify Government in writing of any anticipated or projected work stoppages or delays that will impact schedules.

3.2.1.3 Assignment of Responsibility and Authority. The contractor shall identify the organizational elements responsible for the conduct of the activities delineated in this SOW. Responsibilities shall be assigned and clear lines of authority defined for determining and controlling the resources necessary to satisfy each element of this SOW. The following billets shall

be considered key personnel. All persons filling these billets shall be appointed by the contractor in writing with prior approval of the Government. The contractor shall notify the Government of any changes regarding authority, responsibility, or key personnel changes made by the contractor during the period of performance. This notification shall be provided to the Government within ten working days after the effective date of the change to include the reasons for change. Resumes shall be made available to the Government for review prior to appointment of key personnel.

(a) Program Manager. The contractor shall designate a Program Manager (PM) who shall possess sufficient skills and corporate authority to manage, direct, execute and control all elements of the contract. The PM shall serve as the primary point of contact between the contractor and the government, and shall be responsible for the coordination of all contractor activities related to the contract. The PM shall be the Environment Safety and Health (ESH) Manager and shall possess the skills and authority to manage, direct, execute and control all environmental and safety elements of the contract.

(b) Systems Engineer. The contractor shall designate a Systems Engineer who shall possess sufficient skills and authority to manage, direct, execute and control all engineering elements of the contract.

3.2.1.4 Schedule And Progress Reports. The contractor shall provide monthly engineering/management reports within ten working days after the end of the month as specified by CDRL A001. The reports will cover all activity of the preceding calendar month, including progress, problems encountered/resolved, and efforts planned for the upcoming period. Additionally, the WBS shall be updated to reflect progress in terms of Actual Cost of Work Scheduled (ACWS), Actual Cost of Work Performed (ACWP), and Budgeted Cost of Work Performed (BCWP).

CDRL A001 (DI-MGMT-80227, Contractor's Progress, Status and Management Report)

3.2.2 Subcontractor Management. The contractor is responsible for performance of requirements delineated in this SOW, and shall institute appropriate management actions relative to subcontractor performance. Requirements that are contractually specified shall apply to subcontractor performance; however, the contractor shall be accountable for compliance of subcontractors and is responsible for ensuring all deliverable products and services comply with the contract requirements.

3.2.3 Data Management. The contractor shall establish a single, centralized system for management of all data required under this

contract. The contractor, in developing information that will be furnished to the Government, shall make the maximum use of existing data and provide maximum multiple use of technical information. Specific data management functions shall include schedule control for deliverables, maintenance of deliverables, approval of deliverable format, and distribution and delivery of data products. The system shall include facilities for storage of all data developed or utilized for this contract. The contractor shall ensure all data contractually required is centrally available for Government review. The Government reserves the right to review all data associated with and developed for the RREP-SS-3 on a periodic basis as mutually agreed upon by the Government and the contractor. All data and software products developed for the effort of this SOW/Contract shall become property of the Government.

3.2.4 Government Furnished Property (GFP). The Government may provide the contractor with two (2) types of property. That property will take the form of Government Furnished Material (GFM) and Government Furnished Equipment (GFE). Only those GFP items, which apply to the development of the SS-3, shall be requested. The Government will notify the contractor of the availability of these items. If available, and determined acceptable by the Government, the items will be provided to the contractor within 60 days of receipt of contractor's written request to the Marine Corps Systems Command program office. The contractor shall provide for accountability, security, and storage for the GFP provided. Upon receipt, the contractor shall inspect and inventory all GFP received and report any discrepancies/deficiencies to include associated costs (materials, labor and test (if applicable)) for repair of the GFP to an operationally functional condition. The report shall be in accordance with CDRL A002. Upon approval by the Government, the contractor shall conduct the necessary repair actions. The Government will forward an accountability agreement to the contractor for signature on an annual basis. Repair costs of all normal failures will be the responsibility of MARCORSYSCOM. Repair costs of failures due to misuse or other mishandling of the GFP shall be the total responsibility of the contractor. The contractor shall return all GFP within 30 days of notification by the Government.

GFE provided:
* Production laptops

CDRL A002 (DI-MGMT-80389B, Receipt of Government Materiel Report)

3.2.5 Government Furnished Information. If available, and determined necessary by the Government, the Government Furnished

Information (GFI) items will be provided to the contractor within 60 days of receipt of contractor's written request to the Marine Corps Systems Command program office. The contractor shall provide for accountability, security, and storage for the GFI provided. The contractor shall notify the Government of any deficiencies in the GFI within 30 days of receipt, in accordance with the CDRL A003. The contractor shall return all GFI within 30 days of notification by the Government. The contractor will receive Government software for development and integration into the RREP-SS-3. In cooperation with the Government software developer, the contractor shall provide the documented changes and any additional software integrated to the Government software developer for full integration into the SCSM baseline. The contractor shall be responsible for funding the contractual relationship between the contractor and the Government software developer to ensure that the SCSM baseline is updated incorporating the RREP-SS-3 software changes. The Government software developer shall perform integration efforts at the component level through complete integration of the SS-3 system, complete with regression testing.

GFI to be provided:
* SIGINT Common Software Module software
* RREP-SS-2 System Security Accreditation Agreement

CDRL A003 (DI-MGMT-80596, Government Furnished Information Deficiency Report)

3.2.6 Meetings, Formal Reviews, Conferences, and Audits. The contractor shall plan, host, attend, coordinate, support and conduct meetings, formal reviews, conferences, and audits (hereinafter, these may all be called "reviews") described in the SOW and the succeeding subparagraphs. These reviews shall be conducted at Government and contractor facilities as determined by the Government. Reviews requiring demonstration and/or examination of equipment shall be conducted at the contractor's facility unless otherwise directed by the Government. All such reviews shall be included in the program schedule and may be held concurrently with the Government’s approval. The contractor shall prepare agendas and presentation materials, and provide minutes and reports following each review. All agendas, minutes, action item summaries, and briefing materials from contractor conducted reviews/meetings shall be submitted to the Government in accordance with the CDRLs A005 and A006. All presentation materials prepared for this contract shall be delivered to the Government (hard copies and magnetic media) and shall become the property of the Government. The Government reserves the right to cancel any review or to require any additional review to be scheduled at critical points during the period of performance. The additional reviews shall not exceed five per year, beginning

with contract award. The contractor shall document all action items and their assignment of responsibility for completion and due dates prior to adjournment of all reviews. A summary of all action items, responsible party, and estimated completion date shall be included with the minutes.

CDRL A004 (DI-ADMN-81249A, Conference Agenda)
CDRL A005 (DI-ADMN-81250A, Conference Minutes)

3.2.6.1 Post Award Conference. A post award conference shall be held at the contractor's facility within 30 days after contract award. The purpose of this review is for the contractor to demonstrate to the Government the management procedures, provide progress assessments, present technical and other specialty area status, and to establish schedule dates for near term critical meetings and actions. The contractor shall present management, key personnel, and program implementation processes.

3.2.6.2 In-Process Review. (Phase I & II) In Process Reviews (IPR) will be held on a quarterly basis or as needed basis as determined by the Government, at the contractor’s facility. As a minimum, the contractor’s progress, hardware and software development and integration, technical support services (if any), integrated logistics support, assurance of compliance with contract requirements, program status, funding, and problem identification and resolutions shall be agenda items. Actual performance versus expected performance of each area shall be addressed. The contractor shall prepare presentation materials detailing all agenda items.

3.2.6.3 Preliminary Design Review. (Phase I) The Preliminary Design Review (PDR) shall be used to resolve any issues in the Performance Specification, however it shall not be used as an opportunity to impose additional requirements. At the PDR, the contractor shall include a review of each equipment configuration item and related support equipment. The contractor shall show and/or demonstrate that tooling, evaluations of materials, lead times, fabrication techniques, assembly and integration methods, test equipment, skills, processes, and inspection techniques have been developed for each equipment configuration item. The contractor shall also show and/or demonstrate that related support equipment, and producibility objectives have been achieved. The review will evaluate the progress, technical adequacy, and risks (on a performance, cost, and schedule basis) of the selected design approach and will assess the technical risk associated with the selected manufacturing (assembly) methods (processes). The contractor shall also identify all single source, sole source, and diminishing source(s). The contractor shall also present logistics considerations. The contractor shall present and address all known safety concerns or

issues. The PDR shall be conducted NLT 60 days after contract award.

3.2.6.4 Critical Design Review. (Phase I) At the Critical Design Review (CDR), the contractor shall present a final design that incorporates all deficiencies resulting from development and the PDR. The contractor shall present a detailed review of the hardware design for the RREP-SS-3 EDM system and all data items required by the contract. The contractor shall present the Traceability Matrix (identified in paragraph 3.4.3.4) to demonstrate that the proposed design meets the performance requirements of the EDM and production unit. The contractor shall present the methods used to verify and validate the design. An assessment of the results of the producibility analyses conducted on the system hardware will be made to ensure that the detailed producibility design solutions satisfy the established requirements. The contractor shall present and address all known safety concerns and issues. The CDR shall be conducted 90 days after contract award. Topics covered at the CDR shall include, but not be limited to the following:

(a) Detailed evaluation of Program Plan indicating Design, Fabrication, and Test Phases

(b) Detailed evaluation of Electrical and Mechanical Design

(c) Detailed evaluation of Hardware and Interface Specifications and Drawings

(d) Detailed evaluation of Electro-Magnetic Interference (EMI)

(e) Detailed evaluation of Thermal analysis, and Cooling Design

(f) Detailed evaluation of Reliability and Maintainability

(g) Environment, Safety and Health (ESH) Analysis

(h) Detailed evaluation of NBC Survivability

(i) Detailed evaluation of Packaging, Handling, Storage, and Transportability

(j) Detailed review of Test Procedures, Results and Documentation

(k) Logistics overview

3.2.6.5 Interface Control Working Group. The contractor shall be

an active participant in the Interface Control Working Group (ICWG) established between the RREP-SS-3, Team Portable Collection System (TPCS), Mobile Electronic Warfare Support System (MEWSS), and Tactical Control Analysis Center (TCAC). In accordance with the CDRL A006, the contractor shall provide a report on interface issues addressed by the ICWG. The contractor shall attend the ICWG meetings. The ICWG shall meet, as necessary, at the Governments integration facility.

CDRL A006 (DI-CMAN-81247A, Interface Control Management Data Report)

3.2.6.6 Integrated Logistic Support Management Team/Integrated Product Team (ILSMT/IPT) Meetings. The contractor shall host, attend, and conduct ILSMT/IPT meetings to review ILS program progress. The meetings shall be held at times and places mutually agreed to, by the Government and the contractor. As a minimum, the contractor shall present status reporting, analysis of problem areas, evaluation of schedules, and proposed changes to the program. Open agenda items shall be assigned to a contractor or government team member for action. Each assigned agenda item shall have a completion date and the action officer shall provide the status of action at subsequent meetings.

3.3 System Engineering. (Phase I & II) The contractor shall establish and maintain an effective system-engineering program throughout the design, testing and production processes that shall include the major tasks listed below.

3.3.1 Open Systems Design. The contractor shall use an open systems approach as the preferred design strategy to: (1) choose commercially supported specifications and standards for selected system interfaces (external, internal, functional and physical), products, practices, and tools; and (2) build open system architectures as the primary foundation in developing the RREP SS-3 system and its elements. The contractor shall identify the means for ensuring conformance to open systems standards and profiles throughout the development process and provide evidence that the processes being used to manage the open systems approach support open system benefits such as portability, interoperability, technology insertion, vendor independence, reusability, scalability, and commercial product based maintainability.

3.3.2 Corrosion Prevention and Control. The contractor shall implement a corrosion prevention process for the selection of the components that will constitute the RREP-SS-3 system. If the components available for the SS-3 design cannot meet the corrosion criteria as defined in the performance specification, a waiver shall be requested from the Government prior to final

selection.

3.3.3 Human Factors Engineering. The contractor shall apply effective human factors engineering principles during RREP-SS-3 design and integration. The human engineering program shall ensure the RREP-SS-3 can be operated, maintained, supported and controlled in its intended environment, including Nuclear, Biological, and Chemical Mission Oriented Projected Posture IV (MOPP IV). Human factors design requirements shall be meet the Performance Specification as it pertains to the man-machine interfaces.

3.3.4 System Safety. The contractor shall establish, execute, and maintain a system safety program as described in MIL-STD-882D. Mishap risks shall be assessed IAW paragraph A.4.4.3.

3.3.4.1 System Hazard Analysis. The contractor shall perform a system hazard analysis using MIL-STD-882D as a guidance to perform the analysis. The analysis shall identify hazards and assess the risk of the total system design, including software, and specifically address subsystem interfaces and potential safety critical human errors. The analysis shall be presented at the Critical Design Review.

3.3.4.2 Safety Assessment. The contractor shall perform and document a safety assessment in accordance with the requirements identified MIL-STD-882D. The safety assessment shall identify all safety features of the hardware/system design and identify procedural hazards. Specific procedural controls and precautions that will eliminate or minimize the hazards shall be identified and listed. In addition, the Safety Assessment Report(SAR) shall be developed in accordance with Tables A-1 through A-4 of MIL-STD882D, Appendix A. The SAR shall be in accordance with CDRL A007.

CDRL A007 (DI-SAFT-80102A), Safety Assessment Report (SAR))

3.3.5 Environmental/Pollution Prevention. The contractor shall implement a program of hazardous materials management similar to NAS 411. The contractor shall avoid the use of toxic chemicals, hazardous materials (EPA-17), and Ozone Depleting Substances (Class I ODS) in the design and operational support of the RREP-SS-3. Manufacturing processes that will have a detrimental impact upon the environment shall be avoided. Chemicals and hazardous materials to be avoided are listed in DoD Publication SD-14: "Listings of Toxic Chemicals Hazardous and Ozone-Depleting Chemicals." The contractor shall consider pollution prevention in the design of the RREP-SS-3 for the lifecycle and disposal of the item.

3.3.6 Reliability and Maintainability. The contractor shall implement Reliability and Maintainability (R&M) assessment processes to ensure the RREP-SS-3 meets the R&M requirements set forth in the Performance Specification. The contractor shall monitor the RREP-SS-3 system design throughout the entire period of performance to identify and assess any changes that would adversely impact reliability or maintainability. The contractor shall perform reliability analysis and predictions as required to ensure compliance with the Performance Specification. Consideration for System Reliability and Maintainability shall be an integral step in the system design, component selection, fabrication, test, and delivery processes. The contractor shall maintain, and make available to the Government, all the collected R&M data on all vendor or subcontractor supplied items and shall inform the government of any part or component that will degrade the system below its R&M requirements

3.3.6.1 Procedures and Controls. The contractor shall establish, implement, and maintain documented procedures and controls that detect and/or preclude the use of substandard or counterfeit parts in the production process. The procedures shall ensure products obtained from suppliers, vendors and subcontractors meet reliability requirements as defined in the performance specification. The contractor shall provide the government with 14 days notice of any R&M meetings scheduled with subcontractors so Government representatives may attend at their discretion.

3.3.6.2 Reliability Predictions. System reliability predictions shall be based on a clearly defined and documented configuration or model representative of the current RREP-SS-3 design. The predictions shall be updated each time design or mission profile changes result in a change in the predicted reliability or apportioned reliability of the end item or any of its subsystems. The contractor shall prepare reliability assessments that address RREP-SS-3 Mean Time Between Operation Mission Failure (MTBOMF) and Mean Time Between Failure (MTBF) as specified in the Performance Specification. These tasks shall be performed down to the module or Lowest Replaceable Unit (LRU) level and shall be delivered as a reliability assessment report in accordance with CDRL A008.

CDRL A008 (DI-MISC-80508, Technical Reports)

3.3.6.3 Spares Reliability. (Phase II) Based on the reliability predictions, the contractor shall prepare a recommended spare parts list to sustain the RREP-SS-3 over a three-year operational life cycle. The recommended spare parts list shall include the Mean Time Between Failure (MTBF) for each item listed. The recommended spare parts list shall be in accordance with CDRL A009. The contractor shall assure that the reliability of spares and spare parts are equivalent to that of the production equipment. This shall be achieved by inspection, performance testing, acceptance testing, and quality assurance processes similar or identical to those used for the production systems.

CDRL A009 (DI-MISC-80508), Recommended Spare Parts List

3.3.6.4 Maintainability. The maintenance and maintainability of the RREP-SS-3 system shall be IAW the RREP Performance Specification. The contractor shall design the RREP-SS-3 system such that maintenance may be performed IAW the maintenance concept define in the SOW.

3.3.7 Testability. The contractor shall ensure the RREP-SS-3 is designed to provide the end-user and technicians assurance of system operation and ease in fault isolation.

3.3.8 Electrostatic Discharge (ESD). The contractor shall identify all requirements regarding ESD using EIA-625 as guidance. For ESD sensitive components, the ESD protective measures shall be documented in manufacturing, integration, packaging, storing, and transportation procedures, and in technical manuals. The ESD identification markings on all ESD sensitive subassemblies shall be visible during equipment production and maintenance. The contractor shall follow the applicable ESD protective measures during all phases of system production and delivery.

3.3.9 Nuclear, Biological, and Chemical (NBC) Survivability. The contractor shall ensure that the RREP-SS-3 meets the NBC survivability requirements cited in the RREP Performance Specification. The contractor shall report the results along with the development test results.

3.4 Quality Management System. (Phase I & II) The contractor's existing quality management system shall be adapted to ensure product conformation to contractual requirements. The contractor shall have implemented, documented, and have previously demonstrated the ability to maintain the quality management system to be used on the contract. The contractors quality management system shall conform to ISO 9000 requirements. The contractor shall make available all quality management documentation for the Government to review upon request. The contractor’s quality management system shall have policies and procedures implemented to ensure the quality of the RREP-SS-3 and all deliverables of the SOW.

3.5 Test and Evaluation. (Phase I & II)

3.5.1 Contractor Support of Government Testing. The contractor shall support Government test efforts, including FUE and follow on FUE, if required, by providing on-site personnel and in-house support. The contractor shall support the duration of each Government test by providing on-site maintenance, training, logistics, spares, and technical support for a period not to exceed 48 months from contract award. The contractor shall

provide all required organizational, intermediate, and depot level support equipment and spare parts needed to maintain the EDM, production systems, and ancillary equipment during each test. The contractor shall analyze test data, conduct failure analysis, and maintain a data and equipment tracking system throughout all test efforts.

3.5.2 Inspection Requirements. Unless otherwise specified in the contract, the contractor is responsible for the performance of all inspection requirements (examinations and tests). This responsibility shall apply to both equipment manufactured by the contractor and equipment procured from subcontractors and vendors. Except as otherwise specified in the contract, the contractor may use his own or any other facilities suitable for the performance of the inspection requirements unless disapproved by the Government. Prior to the commencement of testing, the contractor must obtain Government approval of all test plans and procedures. The Government reserves the right to perform any of the inspections set forth in this contract where such inspections are deemed necessary to ensure supplies and services conform to prescribed requirements. The Government reserves the right to waive any test requirement specified herein. The Government reserves the right to observe and witness any test.

3.5.2.1 Conduct of Tests. The contractor shall execute each test in accordance with the approved specific test plan and procedures. The contractor shall provide all equipment, personnel, repair parts, test equipment, facilities, and services required for all test activity. The contractor shall notify the Government 30 days prior to the commencement of any required inspection or testing identified herein or in the RREP Performance Specification. The information provided shall include a list of all tests planned and such details as the procedures to be used, the test location, and Government personnel required to witness the tests. Prior to starting tests, the contractor shall brief the government test representatives on the test plan, equipment status and other pertinent information. Periodic progress updates shall be provided to the Government representatives if the duration of the test activity is longer than three working days. Both the contractor and any attending Government representatives shall sign the recorded data sheets to indicate validity of test results, and the Government representative shall be provided a legible copy.

3.5.3 Verification Requirements. The verification requirements specified herein are classified as follows:

(a) Developmental Tests

(b) Field User Evaluation (to include follow-on FUE, if required)

(c) Production Acceptance Test

(d) Government Acceptance Test (if deemed necessary by the Government)

3.5.3.1 System Developmental Tests. The contractor shall develop and implement System Developmental Test procedures to demonstrate the adequacy and suitability of the SS-3 design for achieving the performance required as defined by the SOW and the Performance Specification. Tests specified in Section IV of the Performance Specification shall be included as part of, but not limited to, the system developmental test. Test procedures shall be in accordance with CDRL A010. Tests shall be tailored so that the approved EDM system will not be intentionally destroyed or damaged during the testing events. The contractor must obtain MARCORSYSCOM approval of the test procedures and Pass/Fail criteria before testing may begin. The results of any testing shall demonstrate that the techniques and processes employed do not degrade the design and that the design meets all requirements in the SOW and the Performance Specification. Test reports shall be in accordance with CDRL A011.

CDRL A010 (DI-NDTI-80603 (SIT), Test Procedure (Developmental Test))

CDRL A011 (DI-NDTI-80809B (SIT), Test/Inspection Report (Developmental Test Report))

3.5.3.2 Field User Evaluation. The contractor shall develop System Field User Evaluation Test procedures to demonstrate the adequacy and suitability of the SS-3 design and training material for achieving the performance required as defined by the SOW and the Performance Specification. Test procedures shall be in accordance with CDRL A012. Tests shall be tailored so that the approved EDM system will not be intentionally destroyed or damaged during the testing events. The contractor must obtain MARCORSYSCOM approval of the test procedures and Pass/Fail criteria before testing may begin. The results of any testing shall demonstrate that the techniques and processes employed do not degrade the design and that the design meets all requirements in the SOW and the Performance Specification. Test reports shall be in accordance with CDRL A013. A follow-on FUE may be required in the event that the FUE does not pass or results in significant changes to the system, such that the magnitude of the changes warrants a follow on FUE to verify the changes fulfill shortcomings of the previous system design. MARCORSYSCOM will determine if the follow-on FUE is required. If the follow-on FUE option is exercised, the contractor shall update the original FUE test procedure and provide the same level of support as required

for the original FUE.

CDRL A012 (DI-NDTI-80603 (SIT), Test Procedure (Field User Evaluation Test Procedures))

CDRL A013 (DI-NDTI-80809B (SIT), Test/Inspection Report (Field User Evaluation Test Report))

3.5.3.3 Production Acceptance Test. (Phase II) The contractor shall develop and implement Production Acceptance Test procedures to demonstrate the adequacy and suitability of the SS-3 design, production processes and procedures for achieving the performance required as defined by the SOW and the Performance Specification. Test procedures shall be in accordance with CDRL A014. The results of the test shall demonstrate the system meets all requirements identified in the SOW and the Performance Specification. The contractor shall conduct testing that will ensure the manufacturing processes, equipment, and procedures are effective. The contractor must obtain MARCORSYSCOM approval of the test procedures and Pass/Fail criteria before PAT testing may begin. These tests shall be conducted on all production systems. All production tests shall be performed on fully integrated systems, including both hardware and software. Test reports summarizing the Production Acceptance Test results shall be in accordance with CDRL A015.

CDRL A014 (DI-NDTI-80603 (SIT), Test Procedure (Production Acceptance Test Procedures))

CDRL A015 (DI-NDTI-80809B (SIT), Test/Inspection Report (Production Acceptance Test Report))

3.5.3.4 Nonconformance of Production Acceptance Test. (Phase II) In the event the Production Acceptance Test fails to meet the requirements as described in the Production Acceptance Test Procedures, the contractor shall submit corrective actions to the Government for approval. Minor failures may be corrected during the testing, with Government approval.

3.5.3.5 Government Acceptance Test. (Phase II) A Government Acceptance Test (GAT) may be conducted at the contractor facility prior to system delivery. The contractor shall not be responsible for providing the GAT procedures. The contractor shall provide adequate facilities to allow all production systems to be tested simultaneously. All GAT procedures shall be performed on fully integrated systems, including both hardware and software.

3.5.3.6 Requirements Traceability Matrix (RTM). (Phase I & II) The contractor shall provide a RTM that identifies the cross reference between the requirements of the performance specification and the SOW and their associated test plans, test procedures, and test results. The RTM lists the

requirements of the SS-3 system and illustrates how those requirements are ensured by demonstrations, tests, analysis, and inspections. The RTM shall describe the method and procedures to be used to ensure the production RREP-SS-3 units meet the minimum performance specified in the SOW and the Performance Specification. The RTM will provide a tool to evaluate whether the test plans and procedures adequately verify the system requirements. The RTM also provides a summary of the verification results. At IPRs, where applicable, the contractor shall provide the Government with updates to the RTM as necessary so that it accurately reflects current system status. The RTM shall be in accordance with CDRL A016. The following is a listing of the minimum required column titles. The contractor may elect to add information to the matrix provided the minimum required information remains intact:

1- Requirement Identification Number
2- Specification Document Number
3- Specification Paragraph Number and Security Classification
4- Specification Statement
5- Test Plan Paragraph Number
6- Development test procedure and results
7- Verification Method (demonstration, test, analysis, or inspection)
8- FUE test procedure and results
9- PAT test procedure and results
10- Remarks and Applicable Deviations/Waivers

CDRL A016 (DI-MISC-80508) Requirements Traceability Matrix

3.6 Integrated Logistic Support. (Phase I & II) The Contractor shall plan and conduct internal Integrated Logistics Support (ILS) processes that shall govern the management of its ILS effort. The ILS effort shall be conducted as an integral part of the development and integration process to define the range and depth of the required support, and address all applicable and related elements of logistics.

3.6.1 ILS Integrated Product Team. The Government will establish an ILS Integrated Product Team (IPT) to monitor the status of the ILS process. The contractor shall be an active member of the IPT. The IPT shall provide a means for coordinating logistic matters, schedules and SOW performance; ensuring adequacy and timeliness of Government inputs and action. The Government ILSO shall be the chairperson of the IPT.

3.7 Maintenance Planning. (Phase I & II) The contractor shall conduct maintenance planning to identify optimal maintenance levels that fully support the RREP-SS-3 maintenance concept. When technically and economically feasible the results of maintenance planning shall be incorporated into the design.

3.7.1 Maintenance Concept. The basic maintenance concept for RREP-SS-3 will follow the standard Marine Corps Maintenance Structure consisting of three levels of maintenance with five

echelons within those levels as described in the following paragraphs. The main difference between the RREP-SS-3 Maintenance Concept and other Marine Corps programs is the recognized three-year operational life cycle of the system and the level of spare parts block required to maintain the limited number of end units. The Radio Battalions maintainers are authorized to conduct up to fourth echelon maintenance on RREP-SS-3 equipment. Accordingly, existing procedures currently utilized by the Radio Battalions for low-density items currently held on their tables of equipment or special allowances will be utilized for Organizational and Intermediate Level Maintenance. The following paragraphs describe the type maintenance performed at each echelon.

(a) Organizational Maintenance

1 First Echelon. First echelon maintenance is that maintenance performed by the user or operator of the equipment. It includes the proper care, use, operation, cleaning, preservation, lubrication, and such adjustment, minor repair, testing, and parts replacement as may be prescribed by pertinent technical publications, tools and parts allowances. There is no requirement to collect Marine Corps Integrated Maintenance Management System (MIMMS) data.

2 Second Echelon. Second echelon maintenance is that work performed by specially trained personnel in the organization. Appropriate publications authorize the second echelon of maintenance, additional tools and necessary parts, supplies, test equipment, and skilled personnel to perform maintenance beyond the capabilities and facilities of first echelon. This includes performance of scheduled maintenance; diagnosis and isolation of readily traced equipment malfunctions; replacement of major assemblies and modular components which can be readily removed or installed and do not require critical adjustment; and replacement of easily accessible piece parts not authorized at first echelon.

(b) Intermediate Maintenance. Intermediate maintenance is maintenance performed by designated activities in direct support of using organizations. It includes calibration (Test, Measurement, Diagnostics Equipment (TMDE only)) and repair or replacement of damaged or unserviceable parts and provides technical assistance, support through a secondary repairable float or contact team support to using organizations. Intermediate maintenance normally includes third and fourth echelon maintenance and in instances when supporting overflow organizational requirements, may include second echelon as well. Marine Corps intermediate level maintenance consists of two echelons as described in the following:

1 Third Echelon. Third echelon maintenance is that authorized by appropriate publications to be performed by specially trained personnel either in an intermediate or organizational role. Third echelon includes diagnosis and isolation of equipment and modular malfunctions; adjustment and alignment of modules using common and currently owned test, measurement, and diagnostic equipment (TMDE); repair by replacement of modular components and piece parts which do not require extensive post-maintenance testing or adjustment; limited repair of modular components requiring cleaning, seal replacement, application of external parts, and repair kits.

2 Fourth Echelon. Fourth echelon maintenance is that maintenance normally associated to semi-fixed or permanent shops of intermediate maintenance activities and frequently associated with organizational shops of units with a commodity peculiar mission. Fourth echelon maintenance includes diagnosis, isolation, adjustment, calibration (TMDE only), alignment, and repair of malfunctions to the internal piece part level; replacement of defective modular components not authorized at lower echelons; repair of major modular components by grinding, adjusting items such as seats; replacing internal and external piece parts to include solid state integrated circuits and printed circuit boards and cards; and performance of external module housing repair.

3 Depot Maintenance. There is no depot maintenance requirement for RREP-SS-3.

3.8 Technical Publications. (Phase II)

3.8.1 Technical Manuals. The contractor shall develop Technical Manuals and/or obtain Commercial Off-the-Shelf (COTS) manual(s) in accordance with Technical Manual Contract Requirement, TMCR 007-00, in Appendix A of this SOW. The contractor shall perform all tasks required by TMCR 007-00. The manuals shall reference the commercial and military manuals associated with the specific equipment comprising the RREP-SS-3.

3.8.2 Commercial Manuals. The contractor shall provide supplemental data as needed to bring the commercial manuals up to the requirements of the TMCR, Appendix A of this SOW. The manual(s) shall include installation, operation, troubleshooting and maintenance instructions. The manual(s) shall also include a complete repair parts list (including exploded views of all assemblies and subassemblies) and special tools lists.

3.8.3 Copyright Release. The contractor shall identify copyrighted material. The contractor shall obtain and furnish appropriate written copyright release giving the Government permission to reproduce and use copyrighted information. When the contractor uses a manual that covers a vendor's component(s) or a portion thereof, and the vendor's manual contains copyrighted material, the contractor shall be responsible for obtaining a copyright release from the vendor and providing the copyright release to the Government.

3.9 Support and Test Equipment. (Phase I & II) The contractor shall minimize the support equipment needed to maintain the RREP-SS-3 to include tools, test equipment and special handling equipment. Items currently in the Marine Corps inventory to the maximum extent practical shall satisfy the requirement for Test, Measurement and Diagnostic Equipment (TMDE) and tools. Listings of tools and TMDE resident in the Marine Corps inventory are

available from the government upon the contractor's written request. Where technically and economically feasible, Built In Test (BIT) and Built In Test Equipment (BITE) shall be incorporated in the system design. New TMDE or tool requirements shall be fully validated, and the contractor must demonstrate the absolute need for new TMDE or tools. The Government will only require and exercise the following subparagraphs in this section if this need is fully validated by the contractor.

CDRL A017 (DI-ALSS-81529 (SECL), Logistics Management Information (LMI) Data Product(s) (Support Equipment Candidate List))

3.9.1 Tools and Test Equipment List. The contractor shall develop a Tools and Test Equipment List (TTEL) containing those support items required to inspect, test, calibrate, service, repair, or overhaul an end item.

CDRL A018 (DI-ALSS-81529, Tools and Test Equipment List)

3.9.2 Support Equipment Recommendation Data. The contractor shall develop Support Equipment Recommendation Data (SERD) providing details, parameters, and administrative data for test equipment identified in the TTEL that is unique to the weapon system. That is, equipment that is not Marine Corps General Purpose Test Equipment. A separate SERD shall be developed for each unique item of test equipment.

CDRL A019 (DI-ALSS-81529 (SERD), Logistics Management Information (LMI) Data Product(s) (Support Equipment Recommendation Data))

3.9.3 Calibration and Measurement Requirements Summary. The contractor shall list calibration requirements of test equipment. The Calibration and Measurement Requirements Summary (CMRS) shall be developed only for items submitted on SERDs and designated by the Government for CMRS submission.

CDRL A020 (DI-ALSS-81529 (CMRS), Logistics Management Information (LMI) Data Product(s) (Calibration and Measurement Requirements Summary))

3.10 Manpower, Personnel and Training. (Phase I & II) The contractor shall provide a training program in accordance with MIL-PRF-29612. Prior to course initiation, the contractor shall meet safety standards that are in accordance with local, state, and federal regulations.

3.10.1 Management of Training Development. The contractor shall appoint a Training Manager who shall be the single Point of

Contact for training and courseware development matters. The Training Manager and other contractor personnel conducting training shall be able to read, write, speak and comprehend the English language, including technical language and terms associated with the operation, repair, installation, maintenance, assembly, and disassembly of the RREP-SS-3. The Training Manager shall have three or more years of training and managerial experience with formal military training, and shall have an understanding of all tasks to be taught under this contract, with expertise in one or more of the areas. Sixty days prior to the conduct of any training course, the contractor shall provide written certification of the proficiency and skill of the instructors to conduct the required training to the Government. Sufficient proficiency and skill is defined as either two years experience conducting formal military training in the specific area of instruction or an equivalent level of civilian teaching experience. The Government will consider waivers to proficiency and skill levels on a case-by-case basis. The Government will review and approve contractor proposed instructors thirty days prior to the start of training. The duties of this Training Manager shall include, but shall not be limited to, the coordination of training courseware analysis, design, and development. Additionally, the Training Manager shall be responsible for the coordination of training presentation for the RREP-SS-3

3.10.2 Instructional Level. The contractor shall develop courses in sufficient depth to meet the following requirements:

(a) Operator Course Requirements. The course shall provide students with the knowledge and understanding of the system's capabilities, limitations, interfaces, operations and shall include as a minimum Preventive Maintenance Checks and Services (PMCS), Capabilities and function of the system, and Operations/Operator Maintenance. The course shall allow the student to become proficient with the required operations' tasks. The course shall be of sufficient depth to ensure that students are qualified to properly operate the system. At a minimum, the hands-on instruction shall include and, upon completion, enable the student to: operate the system, subsystem, and equipment controls; demonstrate knowledge of general equipment functions and operations; perform system checks and verification procedures.

(b) Maintenance Course Requirements. The course shall provide students with the knowledge and understanding of the capabilities, limitations, interfacing, operations, and the preventive and corrective maintenance tasks/skills required. At a minimum, the instruction shall include: capabilities, functions and operation of the system; preventive and corrective

maintenance procedures; external diagnostics and other tests; measured performance data. At a minimum, the instruction shall include and upon completion, enable the student to: operate the system and subsystems; execute diagnostic self-test and interpret readouts; remove and install major components and perform pre-shop setup tests; determine if the system/subsystem is malfunctioning or not; isolate and locate malfunctions in the Line Replaceable Unit (LRU); replace the defective LRU; troubleshoot and repair LRU by removing and replacing circuit card assemblies; perform all required alignments and adjustments; verify proper system/subsystem functions; perform routine preventive maintenance functions. The course shall be developed around the Government maintenance concept and shall allow the student to become proficient with the required operations and the preventive and corrective maintenance tasks. The course shall be of sufficient depth to ensure that students are qualified to maintain the system to the appropriate level using the technical manuals, general-purpose test equipment, and all available diagnostics. The course shall include a minimum of five (5) instructor-inserted hardware and software faults or malfunctions.

3.10.3 Methods of Instruction. The preferred methods of instruction are lectures, demonstrations, practical exercises and application. No less than seventy percent of course presentation shall be practical exercise and hands-on training. Fault isolation shall be accomplished by having students identify faults to the specific LRU and/or software configuration item with particular emphasis on high failure items. The trainee to instructor ratios shall be 6:1 for practical exercises and 25:1 for lectures.

3.10.4 Course Material. All course material shall be prepared per MIL-PRF-29612. The reading level at which written training material is developed shall be the eighth grade reading level. The contractor shall provide, to each student attending I&KP courses, a copy of all course material required to teach the course. The contractor shall provide all supplies, test equipment, common and special tools, and technical literature to each government student while taking the course. Test equipment shall be identical to that used in the operational environment. For each course, the contractor shall prepare and deliver the following training documentation in accordance with MIL-PRF-29612. MIL-HDBK-29612-1 through -4 may be used for guidance.

3.10.4.1 Plan of Action/Milestones. Within 60 days after contract award, the contractor shall provide a Plan of Action and Milestones (POAM) for the training program as a portion of the draft Training Program Development and Management Plan. The POAM shall identify proposed course dates and delivery of draft and final training materials.

CDRL A021 (DI-ALSS-81521A), Training Program Structure Document (Plan of Action and Milestones)

3.10.4.2 Report of Objectives. The Report of Objectives shall contain course objectives, tasks lists, Terminal Learning Objectives and Enabling Learning Objectives, and the knowledge, skills, and attitudes required to perform the tasks.

CDRL A022 (DI-ALSS-81518A), Instructional Performance Requirements Document (Task Lists, Terminal and Enabling Learning Objectives (TLO & ELO))

3.10.4.3 Trainee and Training Course Completion Report. The report shall provide an evaluation of trainee performance, the course of instruction, and related materials.

CDRL A023 (DI-ALSS-81522A), Course Conduct Information Package (Training Course Completion Report)

3.10.5.4 Lesson Plans. Lesson Plans shall contain data that provides specific definition and direction to the instructor on learning objectives, equipment, instructional media requirements, and the conduct of training.

3.10.5.5 Trainee Guide. The Trainee/Student Guide shall contain data that enhances the trainee's mastery of those knowledge, skills, and attitudes needed for a given subject. These materials may be in the form of information, diagram, job, assignment, problem, and outline sheets.

3.10.5.6 Instructional Visual Aids. This training data product shall provide visual aids, such as transparencies, to be used by the instructor in the conduct of classes. They shall enhance the learning process and be in accordance with Government approved production standards.

3.10.5.7 On-the-Job-Training Student Handbook (OJT). The OJT Student Handbook
is a self-paced instructional system which leads the trainee to a specific skill development. OJT handbook is substitute for, a reinforcement of, or an extension of other forms of instructions.

CDRL A024 (DI-ALSS-81523A), Training Conduct Support Document

3.10.5.8 Test Package. This training data product shall provide specific requirements data necessary for the examination of an individual's knowledge, skills, attitudes, and achievement of

each enabling learning objective. All examinations shall include practical exercises or demonstrated successful troubleshooting, maintenance, repair, operation, test, installation, and assembly.

CDRL A025 (DI-ALSS-81525A), Test Package

3.10.6 Initial Training To Support FUE and IOC/FOC. The contractor shall develop training material (courseware) to cover operator, maintenance and system administrator tasks for the RREP-SS-3. The contractor shall be responsible for Initial Training and all courseware to support it. Training and courseware for Government personnel shall be on the operation, maintenance, system administration and repair of all components and ancillary equipment (if any) unique to the RREP-SS-3. Initial Training to support IOC shall be conducted at each user’s location. The Government reserves the right to inspect contractor's training facilities.

3.11 Packaging, Handling, Storage and Transportation. (Phase II) The contractor shall be responsible for the application of preservation and packing on all items to be delivered under the terms of the contract. The contractor shall develop packaging data in accordance with MIL-STD-2073-1C. The Government will review and approve the data prior to parts being shipped. The contractor shall then package the items in accordance with the contractor prepared Government approved data. Items for which transit cases are being procured shall be packaged and shipped within the applicable transit cases. Items scheduled for shipment to continental United States units for limited storage or immediate use will be accepted according to the Standard Practice for Commercial Packaging, ASTM D3951. Items to be used as spares shall be considered long-term storage items. Marking for shipment and storage shall be in accordance with MIL-STD-129N. The following are levels of protection that apply equally to preservation and packing, and shall be marked in accordance with MIL-STD-129N

(a) (CONUS-Surface/Air Shipment - Immediate Use) Industrial Commercial Packaging

(b) (CONUS-Surface/Air Shipment Short-Term Warehouse Storage) Level "C" Preservation and Level "C" Packing

(c) (CONUS-Surface/Air Shipment Long-Term Storage) Level "A" Preservation and Level "A" Packing

(d) (Overseas Air Shipment-Immediate Use) Level "C" Preservation and Level "C" Packing

(e) (Overseas-Surface Shipment Short-Term Warehouse Storage) Level "A" Preservation and Level "A" Packing

(f) (Overseas-Surface/Air Shipments Long-Term Storage) Level "A" Preservation and Level "A" Packing

3.12 Computer and Software Resources. (Phase I & II) The contractor shall coordinate via the MARCORSYSCOM project office the following topics to be considered with PM-IT and SE&I.

Project Planning and Oversight
Computer Resources Management Plan
Establishing a Software Development Environment
System Requirements Analysis
Software Design
Software Implementation and Unit Testing
Unit Integration and Testing
CSCI Qualification Testing
CSCI/HWCI Integration and Testing
System Qualification Testing
Software Transition
Integral Processes
Software Configuration Management
Software Product Evaluation
Software Quality System
Corrective Action
Joint Technical and Management Reviews

3.13 Contractor Performance Measurement. (Phase I & II)

3.13.1 Cost Control and Accounting. The contractor shall establish, maintain and use in the execution of the contract, accounting methodology which shall ensure the following; that all labor and material expenditures are accrued against the proper contract line items; that cost performance is measured (value for completed tasks); that planned and actual costs to date is provided (in both monthly and cumulative date formats); and that a reliable cost and schedule status is reported to the Government. The contractor shall permit the government to inspect all pertinent records and data. The contractor shall use the following guidelines, where appropriate, in the preparation of the financial report: (1) composite (or detailed) labor rates, if used; (2) separation between direct and overhead costs; and (3) recurring costs.

3.13.2 Contract Work Breakdown Structure (CWBS). The contractor shall maintain a Level 3 CWBS and dictionary. The contractor shall use the CWBS as the framework for planning, budgeting, and reporting program status, cost, and schedule to the Government. The contractor shall maintain an accurate schedule of program events and recommend program schedules, including review and evaluation techniques that provide for the earliest delivery

schedule while at the same time satisfying all requirements in a cost-effective manner. The program schedule shall include all significant events. The contractor shall notify the Government in writing of any anticipated or projected work stoppages or delays that impact schedules in each monthly status report. The contractor shall provide a Work Breakdown Structure and utilize Microsoft Project for creation and maintenance of the WBS.

CDRL A026 (DI-ADMIN-81250A) Contract Work Breakdown Structure

3.13.3 Contractor Cost Data Reporting. The contractor shall provide cost performance and schedule information during scheduled meeting and reviews and shall submit the following reports in the format specified in each CDRL:

3.13.3.1 Cost Performance Report, DD Forms 2734/1 through 2734/5.

CDRL A027 (DI-MGMT-81466, Cost Performance Report (CPR))

3.13.3.2 Cost/Schedule Status Report, DD Form 2735.

CDRL A028 (DI-MGMT-81467, Cost/Schedule Status Report (C/SSR))

3.13.3.3 Contract Funds Status Report, DD Form 1586.

CDRL A029 (DI-MGMT-81468, Contract Funds Status Report (CFSR))

3.14 Special Provisions. (Phase I & II)

3.14.1 The successful accomplishment of the tasks within this Statement of Work will require contractor access to Top Secret/Sensitive Compartmented Information (TS/SCI); therefore a TS/SCI clearance and access to a Sensitive Compartmented Information Facility (SCIF) is required prior to contract award. The contractor shall identify those personnel that currently have and will require access to SCI information. The contractor shall be responsible for providing SCI cleared personnel and facilities.

3.15 System Certification and Accreditation. (Phase I & II) The contractor shall develop the RREP-SS-3 System Certification and Accreditation IAW CDRL A008. Appendix B of this SOW defines the requirements. The RREP-SS-2 System Certification and Accreditation will be provided by the Government to be modified for the RREP-SS-3. The contractor shall also verify and modify as necessary to obtain proper format as directed in each referenced guide for the SSAA, TFM, SFUG, and SCI list.

CDRL A008 (DI-MISC-80508), Technical Reports

3.16 Interface Control. (Phase I & II) The Contractor shall retain responsibility for total system integration and total RREP-SS-3 system performance. The contractor shall develop, maintain and implement RREP-SS-3 Interface Control Documentation that defines all mechanical, electrical, software, and functional interfaces between items of equipment, both GFP and CFE, comprising the RREP-SS-3 system. For hardware to hardware interfaces, the contractor shall develop System/Segment Interface Control Specification IAW CDRL A030. For software to software or software to hardware interfaces, the contractor shall develop Interface Design Description IAW CDRL A031. The contractor shall be responsible for obtaining all data necessary for ensuring currency of the Interface Specification from associate sub-contractors, either through Interface Agreements or through other commercial means. The contractor shall also ensure that all interfaces are defined in the interface documents and that the definitions included are technically accurate. The interface documents shall be used by the contractor as a tool for monitoring the system's hardware configuration from an integration perspective, and for ensuring compliance with the terms of applicable Interface Agreements. In addition to the system-level Interface Specification, the contractor shall develop and implement such other ICES as may be necessary to satisfy their responsibility for total system integration and performance.

CDRL A030 (DI-CMAN-81314) System/Segment Interface Control Specification
CDRL A031 (DI-IPSC-81436) Interface Design Description

3.17 Functional Baseline. (Phase I) The contractor shall deliver in contractor format a one to two page block diagram IAW CDRL A008. The block diagram shall identify the functional characteristics of each configuration item. This diagram shall depict the functional allocation of the system as stated in the performance specification.

CDRL A008 (DI-MISC-80508), Technical Reports

3.18 Spare Parts Block. (Phase II) The contractor shall deliver two spare parts blocks that are each equivalent to two complete RREP-SS-3 systems. These are to be utilized as assembly level replacement components. Additional component level spares shall be determined by the Government based on the recommended spare parts list, CDRL A009. Final determination will be made during production contract. The contractor shall incorporate all system, spare parts and ancillary items into the system and accessory kit package and deliver them at the initial system fielding.

3.19 Warranty Performance System. (Phase II) The contractor shall establish a warranty performance system that identifies and documents all items warranted, including those items warranted by commercial manufacturers. Each warranty shall be indexed to the specific system or hardware item, to include spares, by serial number, model or part number, and date of acceptance by the Government. All pertinent data, including all written warranties from each vendor required for the Government to pursue warranty

provisions, remedy, and relief shall be provided by the contractor to the program office 30 days after Government signature of the DD250. The contractor shall provide all written warranties, including its terms and conditions, for each item to include the contractor's system warranty IAW CDRL A008, Technical Reports.

CDRL A008 (DI-MISC-80508), Technical Reports

3.19.1 Standard Commercial Warranty. The contractor shall provide the standard commercial warranty covering workmanship, materials, design, and essential performance characteristics for the RREP-SS-3 production systems and spares. The warranty shall include as a minimum turn around time not to exceed 72 hours once the vendor receives the item from the using unit. The shipping costs to and from the vendor shall be the responsibility of the contractor during the period of the warranty. The shipping shall be both expeditious and cost effective under the terms of each warranty. The contractor warranty shall also cover the RREP-SS-3 system against systemic failures. The methods for correcting systemic failures shall be identified in the written warranty. Unless further specified by the contractor, and agreed to by the Government, the system warranty period shall be a minimum of 12 months. The 36-month computer warranty shall be administered by PM-IT. The warranties shall begin upon signature of the DD Form 250 by the Government. The contractor shall ensure that the subcontractor or component vendor warranties provide the required coverage or shall provide the required coverage themselves.

3.20 Laptop Selection. (Phase II) The contractor shall determine and submit the detailed technical requirements for the laptop computer. The contractor shall recommend a laptop that meets the RREP Performance Specification to the Program Office. This recommendation will come after the evaluation of laptops currently approved in the common computer hardware list maintained by PM-IT. In the event no system from that list meets the required performance, the contractor shall submit a waiver request, in coordination with the RREP program office, to PM-IT, MCSC for the recommended system. The Government shall procure the production laptops in coordination with PM-IT. The Government shall forward the production laptops to the contractor for integration into the production systems.

APPENDIX A

TECHNICAL MANUAL CONTRACT REQUIREMENT (TMCR) 007-00

RADIO RECONNAISSANCE EQUIPMENT PROGRAM SIGINT SUITE 3 (RREP-SS-3)

TM REQUIREMENTS CONTAINED HEREIN HAVE BEEN CLEARED FOR USE BY THE OFFICE OF MANAGEMENT AND BUDGET PUBLICATION NO. 0704018

TECHNICAL MANUAL CONTRACT REQUIREMENT (TMCR) 007-00

RADIO RECONNAISSANCE EQUIPMENT PROGRAM SIGINT SUITE 3 (RREP-SS-3)

SUBJECT: REQUIREMENTS FOR DELIVERY OF A OPERATION & MAINTENANCE TECHNICAL MANUAL (-13&P/1) AND A OPERATORS POCKET GUIDE (-10/2) FOR THE RADIO RECONNAISSANCE EQUIPMENT PROGRAM SIGINT SUITE 3 (RREP-SS-3) ELECTRONIC TECHNICAL MANUAL (ETM) IN ADOBE ACROBAT PORTABLE DOCUMENT FORMAT (PDF) FILES DELIVERED ON CD-ROM.

SCOPE: This Technical Manual Contract Requirements (TMCR) document presents requirements for producing and delivering the subject Electronic Technical Manual in current version of Microsoft (MS) Word. The MS Word files shall be converted to Portable Document Format (PDF) files, created with Adobe Acrobat. Any Commercial Off-The-Shelf (COTS) manuals to be used shall also be installed on CD-ROM(s) utilizing Portable Document Format (PDF) files, created with Adobe Acrobat.

1.0 **DATA ITEMS.** Data Items shall be delivered in accordance with the Distribution Matrix as listed on the Contract Data Requirements Lists (CDRLs).

2.0. **APPLICABLE DOCUMENTS.**

2.1. **Government Documents.** The following documents, of the issue in effect, are to be used as **guidance.** In case of conflict between the requirements of this TMCR, and the documents referenced herein, the requirements of this TMCR shall take precedence. These documents support both electronic and paper delivery of TMs.

SG-1A U.S. Marine Corps Style Guide except for the SL-4/Repair Parts Sections.

MIL-STD-38784 Standard Practice for Manuals, Technical: General Style and Format Requirements

MIL-HDBK-1221 Department of Defense Handbook for Evaluation of Commercial Off-The-Shelf (COTS) Manuals

SD-14 Department of Defense (DoD) Standard Document 14 (SD-14) Listing of Toxic Chemicals, Hazardous Substance, and Ozone-Depleting Chemicals.

MIL-D-87269 database, Revisable: Interactive Electronic Technical Manuals for the support of.

MIL-STD-12 Abbreviation for use on Drawings and in Specifications, Standards and Technical Documents

MIL-STD-1840 Automated Exchange of Technical Information

3.0. **REQUIREMENTS.** The requirements of this TMCR shall take precedence over any other document pertaining to technical manuals.

3.1. **Technical Manuals Quality Assurance Data.** The contractor shall be responsible for the quality of the technical information, manuals and/or digital data provided by vendors or subcontractors and for the writing of the System ETM by his facility. Refer to Section 4.0.

3.2.1. **Technical Manuals.** A hardcopy Operators Pocket Guide shall be produced. A combined Operator and Maintenance Technical Manual will be produced to cover Systems Operation and Maintenance requirements for 1ST through 3rd echelon.

3.2.1. **Operators Pocket Guide (-10/2).** The Operators Pocket Guide will be produced on pages resistant to moisture and have a texture that allows a person to write on, with a grease pencil, and easily be wiped clean. Information to produce the Operations Guide will be taken from the Operators portion of the -13&P/1 Technical Manual. At a minimum, Set-up procedures, Start-up and shutdown procedures shall be the information required in the Operators Guide. The Operators Pocket Guide shall be delivered in hardcopy with each system and be included, in Portable Document Format (PDF) files, on the same CD-ROM as the -13&P/1 manual.

3.3. **ELECTRONIC TECHNICAL MANUALS.**

3.3.1. System Operators and Maintenance Manual (-13&P/1). **The contractor shall write/produce a system TM for the Radio Reconnaissance Equipment Program SIGINT Suite 3 (RREP-SS-3), covering Operations and Maintenance Instructions with Repair Parts. The ETM shall be writen to provide system and subsystem oriented instructions for installation, operation, maintenance, test and inventory of the RREP-SS-3 at the 1st , 2nd , and 3rd echelon (13&P/1) levels of maintenance. The System TM shall include operation and maintenance instructions for system cabling and interface devices. The TM shall be written in simple, practical English using the latest version of MicroSoft (MS) Word. Margins on each page shall not be less than one half inch. All terminology, symbols, and abbreviations shall be readily understandable by maintenance technicians. Use of abbreviations shall be held to a minimum, and shall be defined the first time they appear. Abbreviations used shall be in accordance with MIL-STD-12.**

3.3.2. **Detail Requirements.** Each maintenance task shall be presented in detail and in logical systematic steps for the work to be accomplished. The maintenance instructions shall accurately provide the technician with all the information needed to keep the equipment operational. It shall provide system and subsystem oriented instructions for installation, operation, maintenance, and test of the Radio Reconnaissance Equipment Program SIGINT Suite 3 (RREP-SS-3). All tools and test equipment required to accomplish any maintenance or installation shall be identified as part of the task. To the greatest extent practical, Government Furnished Material, Government Technical Manuals or Government-approved commercial operation and maintenance manuals, shall be used as references for system and subsystem maintenance.

3.3.3. **System Electronic Technical Manual (ETM).** The contractor shall convert the MS Word files to a system Electronic Technical Manual (ETM) on CD-ROM in Portable Document Format (PDF) files, created with Adobe Acrobat for delivery with each end item. The required Adobe reader for displaying the PDF files shall be installed on the same CD-ROM as the PDF files. The CD-ROM shall include the Operators Pocket Guide in PDF files.

3.4. **Commercial Manuals.**

3.4.1. **Commercial Manuals.** Commercial manuals shall be used where possible to support operation and maintenance. If commercial manuals are not complete, the Contractor shall develop new information to be incorporated into the format and media (paper or electronic) as all the other Commercial Manuals.

3.4.2. **Supplemental Information.** The Contractor shall submit commercial manuals, number of copies in accordance with the CDRLs, for review and acceptance, or supplementation as required. In the event that the Government determines that supplementation **(OPTION)** is required to make the commercial manual acceptable for Government use, the contractor shall prepare supplementation in the same format as the basic manual. Should the supplemental data required be so extensive that clarity could not be preserved, the contractor will be directed to prepare a new manual, in ETM format, to be included with the System ETM. MIL-HDBK-1221 may be used as a **guide** for preparation of supplementation. **Warning** and **Caution** statements will be added, as required for the protection of personnel and equipment. **Written copyright release for reproduction purposes shall be provided concurrently, with each final commercial manual, supplemented or not.**

3.4.3. **Commercial Manuals in Paper Format.** The Contractor shall submit paper manuals, in accordance with the CDRLs, for review and acceptance, or determination if supplementation as required.

3.4.4. Commercial Manuals in Portable Document File (PDF). **For those COTS manuals with copyright release, Adobe Acrobat shall be used to provide PDF for inclusion on the CD-ROM containing the system ETM. All COTS manuals will have a separate Marine Corps TM number and PCN number assigned.**

3.4.5. **Commercial Manuals in ETM Format.** Those COTS manuals, which are currently in ETM format, with copyright release, shall be provided for inclusion on the CD-ROM containing the system ETM.

3.4.6. **Media for Review**

3.4.6.1. **Manuals for Review.** The ETM for review shall be presented in its most current stage of development, complete with content to support the installation, operation, test, and maintenance, to include components & parts. Included shall be corrections resulting from any in-process reviews, testing (Contractor or Government), as applicable, validation and verification. Government requires 30 days for review/approval/disapproval. The ETM in PDF files only, **validated** by the contractor and **verified** by the Government shall be fielded with the system equipment. Upon completion of Validation, the contractor shall provide a **Validation Certificate** testifying to the completeness, accuracy and safety of the ETM (See 4.1.4). The Validation Certificate may be in Contractor furnished format.

3.5. **Technical Manuals**

3.5.1. **Classified Manuals.** Information that requires protection due to classified contents shall be written as both a paper manual and CD-ROM, separate from the system ETM. The deliverables shall be marked with the appropriate security level of protection required by the contents.

3.5.1.1. **Format and Style**.

3.5.2.1. **Cover.** The following distribution and destruction statement will be printed on the front of all unclassified manuals and CD-ROM jewel case insert. The statement shall be centered, below a Marine Corps seal.

DISTRIBUTION NOTICE: THIS PUBLICATION IS REQUIRED FOR OFFICIAL USE OR FOR ADMINISTRATION OR OPERATIONAL PURPOSES. DISTRIBUTION IS LIMITED TO U.S. GOVERNMENT AGENCIES ONLY. OTHER REQUESTS FOR THIS DOCUMENT MUST BE REFERRED TO: COMMANDANT OF THE MARINE CORPS (ARD), WASHINGTON D.C. 20380-0001.

DESTRUCTION NOTICE: DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENTS.

3.5.2.2. **Use Statement.** The statement FOR OFFICIAL USE ONLY shall appear on the front of all unclassified manuals, CD-ROM jewel case and CD-ROM label.

3.5.2.3. **Front Matter.** Front matter for systems manual shall contain a recapitulation of **Warnings and Cautions** cross-referenced to the text by page number. Front matter shall consist of:

a. Cover

b. Warning Page

c. Table of Contents

d. List of Illustrations

e. List of Tables

f. Safety Summary.

3.5.2.4. Publication Numbers. **All TMs, ETMs and COTS manuals shall be assigned a Marine Corps TM number. The TM Number for paper TMs shall be placed on the front cover and on the top outside corner of all pages of the appropriate manual. A TM Number for a TM incorporated into an ETM shall be placed on the**

top of all pages (frames) of the ETM. A Publication Control Number (PCN) will be assigned to be placed on the front cover, lower right corner of paper TMs. This is to include COTS Manuals. The CD-ROM, with the ETM(s) and COTS manuals, shall be assigned one PCN to be placed on the label and Jewel case container. All TM numbers and PCNs shall be assigned by the Commanding General, Marine Corps Systems Command (PSD). The TM numbers assigned to the Radio Reconnaissance Equipment Program SIGINT Suite 3 (RREP-SS-3) System Operators and Maintenance Manual is -13&P/1 **and the Operators Pocket Guide is** -10/2.

3.5.2.5. **Photographs/Line Drawings.** Digital Photographs or Line Drawings may be used. It must be understood that clarity shall be the object. If the photographs are not clear than Line drawings shall be prepared and used in lieu of Photographs (half tones) and imported in MS Word.

3.5.2.6. **Clarity.** Photographs or Line art, including schematics, wiring diagrams, and block diagrams, shall be of sufficient darkness and sharpness of line to reproduce clearly at required reproduction size without additional treatment. Nomenclature, callouts, tabular material, and symbols appearing on illustrations shall be upper case, with eight point minimum reproduced size.

3.5.2.7. Publication Date. **The publication date shall be the Copy Freeze Date, which is an engineering cutoff date established by the procuring activity. No hardware changes will be incorporated into the publication after the Copy Freeze Date. The publication date shall be shown in the lower right hand corner of the front cover only.**

3.6. **Technical Content/Format ETM Organization.**

3.6.1. **System ETM (-13&P/1).** The system manual contents shall be arranged according to the following:

Chapter 1 - General information.
Chapter 2 - Safety precautions.
Chapter 3 - Installation data.
Chapter 4 - Functional description.
Chapter 5 - Operation.
Chapter 6 - Scheduled maintenance.
Chapter 7 - Fault isolation.
Chapter 8 - Alignment procedures/Corrective maintenance procedures.
Chapter 9 - Repair parts list.
Appendix A - Reference Publications.
Appendix B - Expendables/Durable Supplies and Materials List.

Appendix C - Tools and Test Equipment.
Appendix D - Components/Inventory List
Appendix F - Glossary

NOTE

Wherever practical, to facilitate ease in use, the contractor shall incorporate into the ETM of the Radio Reconnaissance Equipment Program SIGINT Suite-3, use of operation and maintenance flow charts or diagrams rather than textual information.

3.6.1.1. **Chapter Requirements.**

SUMMARY - Functional Organization -

a. The -13&P/1 system ETM shall use digital photographs/illustrations integrated with procedural/maintenance tasks, text, and the parts lists.

b. Digital photographs/Illustrations will show the relationship of components to an assembly and parts to a component.

3.6.1.2. **Chapter 1 - General Information.** Chapter 1 shall describe the system in general physical and functional terms as specified below:

a. Introduction. The introduction shall define the system and its relationship with other systems. The mission of the system shall be stated. A diagram showing the interrelationships of the system equipment shall support the text. The major functional relationship and input/output to related systems shall be indicated.

b. Physical Arrangement. System areas and compartments shall be described and the system equipment and units contained in the areas shall be listed. The physical arrangement and description shall be supported by illustrations.

c. System Equipment. Each subsystem equipment comprising the system shall be identified and described. Descriptions of operator-attended equipment shall include general statements as to the nature and purpose of units and indicators. The text shall be supported by digital photographs/illustrations. All equipment shall be shown, whenever possible, in relative scale proportions. A piece of equipment may be separately illustrated with significant features called out, if such details are necessary for proper support of the text.

d. Associated-system equipment. When required, descriptions and illustrations of associated-system equipment shall be limited to the major units thereof. The descriptions shall be more condensed than those of subject system equipment shall; otherwise, the same requirements are applicable. In the descriptions, emphasis shall be placed on those associated systems equipment that constitute operational or functional interfaces with the subject system. Such units shall be included in the system digital photographs/illustrations.

e. Reference Data. Reference data shall include a list of the equipment comprising the system, and its official designations. A list of common names and abbreviated or informal nomenclature, and system characteristics, together with a list of referenced publications, shall be included as follows:

(1) Capabilities. A summary of system capabilities shall be provided.

3.6.1.3. **Chapter 2 - Safety Precautions**. Chapter 2 shall describe the hazards associated with system operation and maintenance. Any unresolved hazards identified in the Safety Assessment Review (SAR) shall be incorporated. To permit wide and unrestricted use, chapter 2 should contain only unclassified information. All warnings and cautions that are required elsewhere in the manual shall be listed in chapter 2.

a. Introduction. This description shall orient system supervisory personnel, and shall include the following:

(1) Purpose, scope, and organization of the system safety instructions.

(2) Basic safety concept.

(3) Basic responsibilities for safety.

b. Electromagnetic Radiation Hazards and Precautions. If applicable, describe the radiation hazards to personnel and the precautions to be taken. The hazards of radiation to flammable or explosive materials also shall be described. The description shall include discussions of, locations, minimum safe distances, and precautions to be taken when entering areas of radiation hazard.

c. System Hazards and Precautions. Descriptions of system hazards and precautions shall be included, addressed to system personnel and referenced to particular system equipment. The descriptions shall be organized to be consistent with the

operation of the system. The descriptions shall supplement and extend equipment safety instructions to the system level, by warning of potential hazards that can be caused during operation or maintenance.

d. Operational and Maintenance Safety Summary. A summary shall be included which emphasizes the proper use of equipment controls, describes the hazards to operators and maintenance personnel, or as applicable, the hazard to persons in areas remote from the operations, and recommended precautions. An emergency operational routine shall be included which emphasizes the controls that permit immediate shut down of the system.

e. Hazardous Components. Identify and briefly describe the hazardous components including radioactive devices and elements used with the system and summarize the general handling precautions for such components.

3.6.1.4. **Chapter 3 - Installation Data**. Incorporate installation drawings and information not contained in the equipment technical manuals. System installation data shall include, but is not limited to, the following:

(1) Summary of all utilities required by the system, such as air, water, power, steam, Freon, etc.

(2) System interconnection diagrams.

(3) Cable run diagrams.

(4) System piping diagrams.

(5) System cable interconnection check.

(6) Active system tests.

(7) System component installation procedures.

a. Utilities List. A utilities list shall be included that presents in tabular form all utilities required, and the quantities of each, in each system, compartment, and area.

b. Interconnection Diagrams. Interconnection block diagrams shall be presented. Show each piece of equipment as a block. A cable number shall identify all cables running between equipment. The number of active and spare leads in each cable shall be included. The illustrations shall also indicate all junction boxes, switchboards, etc., into which interconnection cables enter or leave.

c. Cable Run Diagrams. Isometric diagrams shall be used to indicate the location of all cable runs between compartments or areas. Each cable run diagram shall indicate by compartment identification for location of all cables shown on the interconnecting diagrams.

d. System Cable Interconnection Check. Cold-wire check procedures shall be provided to verify the proper installation of all system cables. These checks shall be conducted with all power off and all equipment completely shut down.

e. Active System Test. All active system test procedures required to verify the proper installation and operation of the system shall be included. Reference may be made to applicable tests and procedures in Chapter 6. Procedures for complete setup, testing, shut down, and data analysis shall be provided.

f. System Component Installation Procedures. Complete systematic, step-by-step, instructions shall be provided for installation of system components not covered in any of the equipment manuals for the equipment comprising the system. The following types of supplemental information not provided in the equipment technical manual shall be included:

(1) Instructions required to assemble components.

(2) Instructions required to install components. Include boring, bracing, installation diagrams and data on shock mounts.

(3) Instructions for making electrical, waveguide, plumbing, and all other interface connections between equipment, components, and other systems.

(4) Servicing procedures, such as initial lubrication and adjustments.

g. Installation Drawings. The following drawings shall be included:

(1) Pictorial diagrams.

(2) Outline and mounting dimension data.

(3) Interconnecting wiring and cabling diagrams.

(4) Primary power distribution.

h. Installation Checkout. Systematic, Step-by-step, procedures shall be provided to demonstrate that the system

operates correctly, safely, and within tolerances. These procedures shall provide for system checkout in three steps as follows:

(1) Installation inspection and pre-energizing procedures.

(2) Turn-on and preliminary tests.

(3) Installation verification tests.

i. Test Procedures. Testing procedures shall be presented in a logical order as follows:

(1) Energize the system.

(2) When test results are within the required tolerance, include a reference to the next logical test. When test results are out of tolerance, include a reference to the corrective maintenance or troubleshooting data. Reference shall be made to troubleshooting diagrams except where probable causes of failure can be predicted in which case reference may be made directly to an alignment or repair procedure.

3.6.1.5. **Chapter 4 - Functional Description**. Chapter 4 shall describe how the components or equipment is comprised and jointly performs major operations and functions, and how associated systems contribute to the performance of these major functions. Equipment or associated system interfaces shall be described only as necessary to identify the sources or destinations of system inputs and outputs. Description shall not repeat the functional description provided in the equipment manuals.

a. Method of Presentation. The presentation shall first define how the system major functions meet the purpose of the system. Each major function shall then be discussed separately at progressively increasing levels of detail. A basic block diagram of the system shall support the description of the entire system. Where textual information can be enhanced pictorially, additional diagrams and other illustrations shall be used. In electronic manuals the same diagram can be incorporated for use throughout the manual (one illustration – multiple links, when possible).

b. Introduction. The introduction shall describe the general approach that is used in the functional description. The introduction shall also describe briefly the interrelationship between the system and associated systems.

c. System Function Directory. A system function directory

shall tabulate operation control functions and the signal data described in the detailed level of functional analysis. The tabulation shall include, but is not limited to, the following information, as applicable:

(1) Official function name, common name, and symbol.

(2) Type of control or signal (a.c. frequency and voltage, d.c. polarity and voltage, hydraulic pressure, mechanical motion, synchro, etc.).

(3) The origin and termination of the control or signal.

(4) Identification of equipment (relay transmitters, coordinate converters, distribution boxes, switches, and the like) between the origin and termination of the output control or signal.

(5) Figure numbers of illustrations on which the function is illustrated, including the fault isolation diagrams in chapter 7.

3.6.1.6. **Chapter 5 - Operation.** Chapter 5 shall describe system operating modes and procedures. The descriptions shall be detailed to the level required for an understanding of the operational interfaces of the system equipment and associated systems. Illustrations shall be included when necessary for clarity. The various operating modes shall first be described to acquaint the operator with all equipment combinations that can be employed to affect a given mode of operation.

a. Preoperational Conditions and Setup. Specific preoperational conditions presumed to be in effect prior to system operation shall be established. A system readiness check off list of significant switch positions and indicator status shall be tabulated. For indicators such as dials, where a band of readings are possible, upper and lower limits shall be delineated. The initial conditions of associated-system equipment that directly affect system operation shall be treated in a similar manner.

b. Operating Modes. The primary operating mode shall be discussed in detail, and alternate modes shall be treated as modifications of the primary mode. Operating procedures common to all modes shall be detailed under the primary mode and referred to under the alternate modes, with such modifications of procedure as may be necessary. Each mode shall be described in the logical sequence of major phases, events, options, supervisory commands and responsive actions, and the following:

(1) Only equipment operational controls and indicators having system significance shall be explained in the description. When controls must be actuated and indicators observed in a sequence to achieve system operation, the descriptions will cite each control and indicator with a number to indicate the position in the sequence.

(2) Emphasis shall be placed, by the use of warnings and cautions on the safe operation of controls, which, if operated improperly, could result in hazards to personnel or damage to the equipment. Embedded warnings and cautions shall precede the operational step. Each control shall be followed by a brief description of its effects at the operator station and at remote stations. The primary mode description shall be supported by both general and detailed illustrations.

(3) Operational phases, which involve operator judgment, shall be illustrated by operational logic diagrams. The diagrams shall indicate the conditions that must be favorable prior to an operator action, or if unfavorable, indicate the alternate action. Illustrations showing dials, gages, status lights, etc., which indicate the favorable or unfavorable conditions shall be included. Special procedures to be followed when an equipment failure may be bypassed (as separate from emergency procedures) shall also be described.

d. Normal Operation. The duties of system operators shall be described in terms of general responsibility and specific systematic, step-by-step procedures for operating the system in all of the primary modes. Descriptive words (such as switch, button, dial, or indicator) may be added to clarify the type of control involved, for example: "press ACCESS button and observe channel spot". All system controls and indicators provided for the use of operators shall be covered. Controls and indicators provided only for maintenance and nonsystematic application shall not be called out.

e. Emergency Operation. Systematic, step-by-step procedures shall be provided for emergency operation of the system. If specially designated controls have been provided for emergencies, a short statement shall be included describing how they modify or otherwise affect normal system operation. Emergency procedures shall be supported by illustrations.

f. Special Operation. Special operations such as test checkout, training, or evaluation exercises shall be described. Illustration support shall include block diagrams and line drawing diagrams.

3.6.1.7. **Chapter 6 - Scheduled Maintenance**. Chapter 6 shall contain all scheduled maintenance procedures for the system, together with necessary explanations and illustrations. These procedures shall be correlated along with the installation checkout requirements, such that any maintenance or performance test procedure also required for checkout may be properly referenced from chapter 3, Installation Data. The Installation Standards Summary Sheet shall also include space for any maintenance or performance test result that should be recorded by the installer. The recorded information will provide a reference to the technician when troubleshooting, or when needed for installation acceptance certification. Chapter 6 shall contain, but is not limited to, the following:

(1) Introduction.

(2) Scheduled maintenance action index.

(3) Scheduled test procedures.

a. Introduction. The introduction shall be an explanation of the purpose, scope, and arrangement of the scheduled maintenance material. When a preventive maintenance procedure is critical to the operation of the system and the schedule for servicing is absolute (not recommended), this information shall be conspicuously written as a CAUTION. The following statement shall be included: **"The scheduled maintenance instructions in this manual are intended to duplicate those furnished in Planned Maintenance Checks System (PMCS)".** In case of conflicts, the PMCS documentation takes precedence. Such conflicts should be reported immediately on the user comment sheet in accordance with the maintenance procedures for this manual.

b. Scheduled maintenance action index. This index shall include all required scheduled performance tests. The index shall be tabulated as follows:

(1) Column 1, Interval. This index shall contain a list of all scheduled actions contained in the chapter. The following symbols to indicate the interval, as appropriate, shall be used:

Interval	**Symbol**
Daily	D
Weekly	W
Monthly	M
Quarterly (3 Months)	Q
Semiannually (6 Months)	S

Annually (12 Months) .....A
Overhaul cycle C
As specified (explain circumstances) R

(2) Column 2, Maintenance action. This column shall list the title of the maintenance action, which corresponds to the interval number in column 1.

(3) Column 3, Reference. This column shall state the paragraph or table number of the maintenance procedure that corresponds to the maintenance action listed in column 2.

c. Scheduled Test Procedures. Include the detailed procedures for setting up and performing complete system test. Each procedure shall be numbered and titled to clearly define the test action and the output to be tested.

3.6.1.8. **Chapter 7 - Fault Isolation**. Chapter 7 shall contain fault isolation procedures, illustrations, and an explanation of the use of the information presented. The major objective of the system fault isolation procedures contained in chapter 7 shall be described. In addition, this shall contain a brief description of each type of maintenance diagram. A fault directory shall be included which relates fault symptoms found during operation to the fault-isolation procedures. Fault-isolation procedures, fault logic diagrams, control function diagrams, and data function-diagrams shall be included as follows:

(1) Operation-based symptom fault directory.

(2) Fault-isolation procedures.

(3) System fault logic and troubleshooting maintenance dependency matrix diagrams.

(4) System control function diagrams.

(5) System data function diagrams.

a. Operation-Based Symptom Fault Directory. The directory shall relate system faults observed during operation described in chapter 5 to fault isolation diagrams. The table(s) shall include references to system fault isolation diagrams, and where applicable, directly to equipment troubleshooting diagrams. The content of the table shall include, as applicable, the following information:

(1) Operating procedure step.

(2) Functional description.

(3) Fault isolation procedure.

(4) Alignment procedure.

(5) Fault isolation diagram.

(6) Equipment document.

b. Fault Isolation Procedures. Procedures shall be included for isolation of a trouble to a single equipment or functional area of equipment. The procedures shall provide for the analysis of switching combinations and observable indications (dials, gauge lamps, and meters). The use of any required test equipment shall be described. The procedures shall support the fault-logic, control-function, and data function diagrams. The supporting diagrams shall be referenced by figure number. Prerequisite control settings and conditions shall precede each procedure.

c. System Fault Logic and Troubleshooting-Maintenance Dependency-Matrix Diagrams. System fault logic diagrams shall be prepared for fault indications observed during either scheduled tests or operation. These diagrams shall isolate the functional area of the equipment at fault and then refer the user to the equipment technical manual containing the information needed to complete the fault isolation and repair. Each diagram shall include or refer to information necessary to establish the system test or operating conditions required for starting the fault-isolation procedure. The conclusion boxes shall list the equipment or functional area within and equipment that is the probable source of malfunction and the technical manual reference or references for further isolation and repair of the fault. Troubleshooting-matrix diagrams may be substituted for or augment fault logic diagrams.

d. Control Function Diagrams. Control function diagrams shall be provided for all system control circuits. The control function diagrams shall be at the system level. The diagrams shall show essential fault isolation test points or comparable indicators, and shall include appropriate references to equipment manuals.

e. Data Function Diagrams. Data function diagrams shall show in detail the system information needed to isolate faults within signal or data flow paths. Data function diagrams shall include tolerance values and shall contain references to equipment publications where necessary. All inputs required to develop the output shall be shown.

3.6.1.9. **Chapter 8 - Corrective Maintenance**. Chapter 8 shall contain instructions required to:

a. Adjust and align the equipment to include all modules, subassemblies, and assemblies.

b. Remove and replace all repairable parts.

The instructions must identify the actions to be accomplished; safety precautions to be observed; and tools, parts, materials, and test equipment required. Step-by-step maintenance procedures, in disassembly and reassembly order, for any and all items of equipment (which are part of the system) not covered by individual manuals (government or commercial) must be included in this chapter.

3.6.1.10. **Chapter 9 - Repair Parts List.** This chapter provides a list of spares and repair parts required to maintain and support this equipment. They authorize the requisitioning and issue of spares and repair parts as indicated by the source, maintenance, and recoverability (SMR) code. The pages list spares and repair parts authorized for use in the performance of maintenance. The list also includes parts, which must be removed for replacement of authorized parts. Parts lists are composed of functional groups in alpha sequence, with parts in each group listed in Figure and Number sequence. This listing comprises the main part of the Repair Parts Listing. It consists of an illustration followed by a listing of assemblies or components. It is arranged in columns, which show stock numbers, item identification, and other data necessary to maintain this equipment in an operative condition. Illustrations are placed either before, or in close proximity to, the component or assembly. The items are arranged in disassembly sequence.

a. Illustration (Column 1). This column is divided as follows:

(1) Figure Number. Indicates the figure number of the illustration in which the item is shown.

(2) Item Number. The number used to identify the item called out in the illustration.

c. Source Maintenance Recoverability Code (Column 2). This column contains a series of alphabetic letters, which denote the uniform source, maintenance and recoverability coding structure. This Code is assigned to items subordinate to or associated with an end item, i.e., spares, repair parts and support equipment. The uniform code format is composed of three parts consisting of a two (2) position Source Code, a two (2) position Maintenance Code, and a one (1) position Recoverability Code.

(1) The code provides the user with information on each item relative to (1) the method of obtaining the item; for example, by requisition, fabrication or salvage; (2) the lowest maintenance echelon authorized to remove, replace and use the item and the lowest

echelon capable to perform complete repair; and (3) disposition action on unserviceable items.

(2) Definitions of SMR codes are listed on page 20 of the preface. Sample SMR codes are:

(1) Source	(2) Maintenance Use	(2) Maintenance Repair	(3) Recoverability
PA	F	F	A
PB	F	H	H
PC	O	Z	Z
AF	F	Z	Z
MF	F	F	F
KF	H	Z	Z
XA	F	Z	Z
XB	O	F	F
XC	H	Z	Z

DEFINITIONS AND APPLICATION OF SOURCE, MAINTENANCE, and RECOVERABILITY CODES

SOURCE CODES

Code Application/Explanation

Source codes are assigned to support items and indicate the manner of acquiring the Items for maintenance, repair, or overhaul of end items. Source codes are entered in the first and second position of the uniform SMR code format.

SERIES A: ASSEMBLE, COMPLETE ASSEMBLY NOT STOCKED

Code "A" entered in the first position of the source code applies to items that are not procured as assemblies but are assembled within the Marine Corps prior to installation. The code entered in the second position designates the lowest echelon authorized to assemble the item. All the parts used in the assembly will be "P" coded.

AO Item to be assembled at organizational level 2nd echelon.

AF Item to be assembled at intermediate maintenance levels 3rd echelon.

AH Item to be assembled at intermediate maintenance levels 4th echelon.

AD Item to be assembled at depot maintenance levels 5th echelon.

SERIES K: ITEMS OF A KIT, NOT PURCHASED SEPARATELY

KD An item of depot overhaul/repair kit and not purchased separately. Depot kit defined as a kit that provides items required at the time of overhaul or repair.

KF An item of maintenance kit and not purchased separately. Maintenance kit defined as a kit that provides an item that can be replaced at organizational or intermediate levels of maintenance.

KB Items included in both a depot overhaul/repair kit and a maintenance kit.

SERIES M: MANUFACTURE, PARTS NOT PROCURED

Code "M" entered in the first position of the source code applies to items that are not procured but are capable of being fabricated or manufactured within the Marine Corps. These items have relatively low usage and will generally be fabricated or manufactured only as required for immediate repair or replacement. The code entered in the second position designates the lowest

echelon authorized to manufacture or fabricate the item. Units will requisition the bulk materiel under the NSNs and the quantities indicated to effect the fabrication or manufacture of the item.

MO Item to be manufactured or fabricated at organizational level, 2nd echelon.

MF Item to be manufactured or fabricated at intermediate maintenance levels, 3rd echelon.

MH Item to be manufactured or fabricated at intermediate maintenance levels, 4th echelon.

MD Item to be manufactured or fabricated at depot maintenance level, 5th echelon.

SERIES P: PARTS PROCURED, SUPPLY SYSTEM STOCK

PA Item procured and stocked for anticipated or known usage.

PB Item procured and stocked for insurance purposes because essentiality dictates that a minimum quantity be available in the supply systems.

PC Item procured and stocked and which otherwise would be code PA except that it is deteriorative in nature.

PD Support item, excluding support equipment, procured for initial issue or outfitting and stocked only for subsequent or additional initial issues or outfitting. Not subject to automatic replenishment.

PE Support equipment procured and stocked for initial issue or outfitting to specified maintenance repair activities.

PF Support equipment which will not be stocked but which will be centrally procured on demand.

PG Item procured and stocked to provide for sustained support for the life of the equipment. It is applied to an item peculiar to the equipment, which because of probable discontinuance or shutdown of production facilities would prove uneconomical to reproduce at a later time.

SERIES X: NOT PROCURED, GENERALLY IMPRACTICABLE FOR STOCKING, MAINTENANCE, OR MANUFACTURE

Items listed in this publication, which are source coded XA or XB, may have been subsequently assigned an NSN because of other applications in the Marine Corps.

Therefore, if an item source coded in the XA or XB series in this publication is required, users are directed to first make the following investigations:

a. Check the corresponding part number in FEDLOG, to determine if an NSN has been assigned.

b. If an NSN has been obtained from the above check, refer to FEDLOG for the latest supply management decision regarding the stock number.

c. Check stock for availability of part/parts having National Stock Number.

d. If the review of stock discloses that materiel is not available, refer to FEDLOG for inventory record data regarding the preferred NSN, which may have been obtained in the FEDLOG review.

e. Prepare a requisition citing the stock number shown in FEDLOG.

The above review will assist the user in obtaining the correct item of supply from the supply system, when available, rather than through alternate methods such as obtaining the desired part from salvage, requisitioning the next higher assembly, or recommending

that the equipment be overhauled or retired. If a stock number for the desired item does not exist, then the source of supply as defined below will prevail:

XA Item is not procured or stocked because the requirements for the item will result in the replacement of the next higher assembly.

XB Item is not procured or stocked. If not available through salvage, requisition.

XC Installation drawing, diagram, instruction sheet, field service drawing, that is identified by manufacturers' part number.

MAINTENANCE CODES

Code Application/Explanation

Maintenance codes are assigned to indicate the levels of maintenance authorized to USE and REPAIR support items. The maintenance codes are entered in the third and fourth position of the Uniform SMR Code Format as follows:

a. USE (Third Position): The maintenance code entered in the third position will indicate the lowest maintenance level authorized to remove, replace, and use the support item. The maintenance code entered in the third position will indicate one of the following levels of maintenance.

O Organizational. 1st and 2nd echelon

F Field. 3rd echelon

H Field. 4th echelon

L Item is removed, replaced, used at designated specialize Repair activity.

D Depot. 5th echelon

Z Item is not authorized to be removed or replaced at any maintenance level. This code assigned to items not required for support in a specific application, and is identified for reference purposes only.

b. REPAIR (Fourth Position): The maintenance code entered in the fourth position indicates whether the item is to be repaired and identifies the lowest maintenance level with the capability to perform complete repair. The decision to code the

support item for repair at the indicated maintenance levels requires that all maintenance capability (remove, replace, repair, assemble and test) for the support items be provided to that level. This does not preclude some minor repair, which should be accomplished at a lower level of maintenance unless specifically excluded by the appropriate code (i.e., L).

O Organizational. 1st and 2nd echelon

F Field. 3rd echelon

H Field. 4th echelon

K Reparable item. Repair, condemnation, and disposal to be performed at contractor facility.

D Depot. 5th echelon

L Repair restricted to designated Specialized Repair Activity.

Z Non-repairable. No repair is authorized.

B No repair is authorized. The item may be reconditioned by adjusting, lubricating, etc., at the user level. No parts or special tools are procured for the maintenance of this item.

RECOVERABILITY CODES

Code	Application/Explanation

Recoverability Codes are assigned to support items to indicate the disposition action on unserviceable items. The recoverability code is entered in the fifth position of the uniform SMR code format.

Z Non-reparable item. When unserviceable, condemn and dispose of a the level indicated in position 3.

O Reparable item. When uneconomically repairable, condemn and dispose of at organizational level.

F Reparable item. When uneconomically repairable, condemn and dispose of at field maintenance level 3rd echelon.

H Reparable item. When uneconomically repairable, condemn and dispose of at field maintenance level 4th echelon.

D Reparable item. When beyond lower level of repair capability, return to depot. Condemnation and disposal not authorized below depot level.

L Reparable item. Repair, condemnation and disposal not authorized below depot level.

A Item requires special handling or condemnation procedures because of specific reasons (i.e., precious metal content, high dollar value, critical material). Refer to appropriate manuals/directives for specific instructions.

d. Stock Number (Column 3). This column furnishes National Stock Numbers (NSNs) assigned to those centrally managed items required for the support of the equipment. When they have been assigned, NSNs will be used in all supply operations, from original purchase to final disposal of the item. Absence of an NSN indicates the item is not normally stocked as a repair part, as indicated by the source code portion of the SMR codes. If an item without an NSN is required, it should be determined if the item can be obtained from assembly, manufacturer or salvage by referring to the source code. Items not stock numbered, that cannot be obtained from these sources, may be requisitioned using the CAGE code, part number and referencing the technical manual number, date of the technical manual, Figure and item number and the page number, which applies.

e. Commercial and Government Entity (CAGE) (Column 4). The CAGE codes are five position codes assigned to the manufacturers/non-manufacturers organizational entities/contractors. The CAGE code is used in conjunction with the firm's reference number relating the firm with the item of supply, production or design in cataloging and other supply record, as well as on engineering documentation. The codes are essential to contract/purchase agreements and various activities/agencies automated data processing (ADP) systems. The CAGE code and reference number are used to screen item identifications against each other primarily to detect duplication.

f. Part Number (Column 5). Indicates the primary number used by the manufacturer (individual, company, firm, corporation or government activity), which controls the design and characteristics of the item by means of its engineering drawings, specifications, standards and inspection requirements to identify an item or range of items.

NOTE

When a National stock Number (NSN) item is requisitioned, the item received may have a different part number than the part being replaced.

g. Description (Column 6). Indicates the Federal item name and, if required, a minimum description to identify the items. Items that are included in kits and sets are listed below the name of the kit or set with the quantity of each item in the kit or set indicated in the quantity

incorporated in column. When the part used differs between serial numbers of the same model, the effective serial numbers are shown as the last line of the description.

h. Replace (Column 7). This column is divided as follows:

(1) ECO column indicates items that have been determined to be economically cheaper to replace during repair than to expend the man-hours necessary to fully inspect each item.

(2) MAN column indicates items that must be replaced any time they are loosened or removed.

No X in either column indicates the item has special inspection procedures or this item is further disassembled and a subsequent page will cover the components.

i. Unit of Measure (U/M) (Column 8). Indicates the standard of the basic quantity of the listed item as used in performing the actual maintenance function. The measure is expressed by two-character alphabetical abbreviation (e.g., ea, in, pr, etc.). When the unit of measure differs from unit of issue, the lowest unit of issue that will satisfy the required units of measure will be requisitioned.

j. Quantity Incorporated in Unit (Column 9). Indicates the quantity of the item used in the breakdown shown on the illustration figure, which is prepared for a functional group, subfunctional group, or an assembly. An "AR" appearing in the column in lieu of quantity is applicable (e.g., shims, spacers, etc.).

k. Special Information. Circled key callouts on the Repair Parts Illustration figures are to indicate items that must be replaced during repair of an item in order to return that item to 100% functionality and 90% service life according to repair standard requirement.

l. National Stock Number Index. A list, in National Stock Number (NSN) sequence is contained in this index. National Stock Numbers, Part Numbers CAGE codes are cross-referenced to each illustration figure and item number appearance.

m. Part Number Index. A list, in Part Number sequence is contained in this index. Part Numbers, CAGE codes and National Stock Numbers are cross-referenced to each illustration figure and item number appearance.

3.6.1.11. **Appendix A - Reference Publications**. A list of the manuals that pertain to system and system equipment, and other documents of interest, such as training materials/courseware and manuals for associated systems equipment shall be included.

3.6.1.12. **Appendix B - Expendable/Durable Supplies and Materials List**. This appendix lists supplies and materials needed to operate and maintain the RREP-SS-3 system.

a. Explanation of Columns.

Column (1) - Item Number. This number is assigned to the entry in the listing and is referenced in the narrative instructions to identify the material (e.g. "Use cleaning compound, item 5, App.A").

Column (2) - Maintenance Level. This column identifies the lowest level of maintenance that requires the listed item.

1st	=	1st echelon
2nd	=	2nd echelon
3rd	=	3rd echelon

Column (3) - National Stock Number. This is the stock number assigned to the item; use it to request or requisition the item.

Column (4) - Description. Indicates the Federal Item Name and, if required, a description to identify the item. The last line for each item indicates the part number and CAGE code.

Column (5) - Unit of Measure (U/M). Indicates the measure used in performing the actual maintenance function. This measure is expressed by a two-character alphabetic abbreviation (e.g., EA, in). If the unit of measure differs from the unit of issue, requisition the lowest unit of issue that will satisfy the requirements.

3.6.1.13. **Appendix C - Tools and Test Equipment**. A list of all special tools and test equipment for system-level maintenance shall be included. Special tools are defined, as those tools not listed in the tool kit normally assigned to the required maintenance person in the Marine Corps Unit when that person is deployed.

b. Explanation of Columns.

Column (1) - Item Number. This number is assigned to the entry in the listing and is referenced in the narrative instructions to identify the tool or test equipment

Column (2) - Maintenance Level. This column identifies the maintenance level allocated the tool or test equipment.

1st	=	1st echelon
2nd	=	2nd echelon
3rd	=	3rd echelon

Column (3) - National Stock Number. This is the stock number assigned to the specific tool or test equipment.

Column (4) - Nomenclature. This is the noun name of the tool or test equipment.

Column (5) - Tool Number. List the manufacturer's part number and CAGE of the tool.

3.6.1.14. **Appendix D - Components/Inventory List**. Requirements For Development of a Components/Inventory List.

Ref: MCO P5215.17_, The Marine Corps Technical Publication System
MCO P4400.150_, Consumer-Level Supply Policy Manual
TM 4700-15/1_, Ground Equipment Record Procedures
MCO P4790.2_, MIMMS Field Procedures Manual

a. MCO P5215.17_ states that an SL-3 contains illustration, technical data, and item identification data on collateral and collection-type items within the Marine Corps. It lists all components for the collection-type supply items, such as major combinations, systems, vehicles, groups, outfits, sets, or assortments. Collateral equipment that is required to complete an end item is also identified. When an SL-3 is incorporated into the basic TM the manual front cover will be designated as **"With Components List."** The MCO establishes the policy of consolidating SL's into TM's whenever possible shall also apply to manuals procured or updated during reprocurment of equipment.

b. IAW MCO P4400.150E the three general supply categories under which items may be identified are:

(1) Supply System Responsibility Items (SSRI). Items listed under this category are furnished by the supply system when the end item is issued and will be transferred with the end item during redistribution or other changes of custody unless otherwise specifically directed by appropriate authority.

(2) Collateral Materiel (CM). Items listed under this category are furnished with the end items upon initial issue and normally remain with the using unit during redistribution/rebuild or other change of custody of the end item unless otherwise directed.

(3) Using Unit Responsible Items (UURI). These are items that are not issued with the end items during Initial Issue Provisioning (IIP) and subsequent fielding. The using unit, not

to exceed the stated quantity, must requisition items in this category.

c. TM 4700-15/1H provides complete instructions for use of the inventory form for inventory of components of the end item. A suggested sample format of the inventory form to be used is included.

d. The attached form (Digital File may also be provided) should be converted into electronic form to be included in the ETM as an Appendix. Name the Appendix, Components/ Inventory List. Item No. (Column 1) specifies a number assigned to each item, as it appears in the list of numbers, is assigned in sequence and is for reference purposes only. Explanation for all the columns can be found in TM 4700-15/1H. List all required items under the separate required categories mentioned above. List the Nomenclature and National Stock Number (NSN) of each component. List the Part Number (P/N) and Commercial and Government Entity (CAGE) code and Figure number along with the nomenclature in the Item Identification column. Provide a graphics/illustration, by figure number and component name, to identify each component.

e. Linking the files to the correct illustration for identification purposes is required, otherwise an illustration, with identification of the component, for each component listed is required within the appendix.

f. This form will give the using units a Components Inventory List that can be printed out for required signature.

SAMPLE

COMPONENTS INVENTORY LIST

INVENTORY SHEET FOR CASC Assembly. (93001A0000) TAMCN: _____

Extract of _TM XXXXX-XX__ **Dated** _____

Platform/System/Subsystem Serial No. _____

NOTE: This form designed for monthly inventories , but may be used for all inventory occasions.

ITEM No.	Ref Des/ Fig No.	Item Identification	MODEL	NSN	U/M	QTY	DATE												REMARKS
		Supply System Responsible Items (SSRI)																	
1	B-1	Hoist, Mount, ECU, P/N 94004A1900, CAGE: 01365		2590-01-468-4189	EA	1													
2	B-1	Set, Equipment, HMD DASC (Ops Configuration) P/N 93001A0050, CAGE: 01365			EA	1													
3	B-1	Assembly, Common Shelter, Mounted, P/N 93001A1000, CAGE: 01365			EA	1													

ITEM No.	Ref Des/ Fig No.	Item Identification	MODEL	NSN	U/M	QTY	DATE												REMARKS
4	B-1	Generator, Diesel Engine, 10 KW 60 HZ P/N MEP003A, CAGE: 30554		6115-00-465-1030	EA	1													
4 ALT	B-1	Generator, Diesel Engine, 10KW 60 HZ, TQG P/N MEP-803A, CAGE: 30554		6115-01-275-5061	EA	1													
5	B-1	Assembly, Trailer Operations, P/N 93001A3000, CAGE: 01365			EA	1													
6	B-1	Tent, Operations, 4XBT P/N 10040T-CASC, CAGE: 0WFM3			EA	1													
7	B-1	Set, Equipment, HMD DASC (Comm Configuration) or Set, Equipment, MTACC P/N 93001A0050, CAGE: 01365 P/N 93001A0060, CAGE: 01365			EA	1													
8	B-1	Mast, Antenna, P/N 93001A5001, CAGE: 01365			EA	4													
9	B-1	Assembly, Trailer Communications P/N 93001A4000 , CAGE: 01365			EA	1													
10																			
		Collateral Material (CA)																	

ITEM No.	Ref Des/ Fig No.	Item Identification	MODEL	NSN	U/M	QTY	DATE											REMARKS
		Using Unit Responsible Items (UURI)																

LEGEND: ✓ = COMPLETE **M** = MISSING **U** = UNSERVICEABLE

INVENTORIED BY (SIGNATURE)	**SUPERVISED BY**	**DATE**

3.6.1.15. **Appendix E - GLOSSARY.** Abbreviations and definitions.

3.7. **Changes**

3.7.1. **ETM Changes.** Changes to electronic files, which make up the ETM, are to be provided for all affected ETM, RREP-SS-3 Technical Manuals using the same guidance by which the basic ETM was written. The changes shall reflect changes, which may be required due to the results of a modification of Government-furnished equipment. Changes to the ETMs, resulting from Engineering Change Proposals (ECPs), shall be submitted by issuing a new, updated, CD-ROM.

3.7.2. **Requirements.** Changes are to be provided for all TMs affected by the procurement of the product improvement equipment for the RREP-SS-3.

4.0. Quality Assurance Provisions

4.1. **Quality Assurance Functions.** All TM elements and processes shall be evaluated at various stages of development/ revision, by one or all of the following QA functions:

a. Quality reviews
b. Quality program reviews.
c. In Process Reviews (IPRs).
d. Validation.
e. Verification.

4.1.1. **Control of Subcontractors and Vendors.** The contractor shall ensure the quality of TMs prepared by subcontractors and vendors.

4.1.2. **In-Process Reviews (IPRs).**

4.1.2.1. IPR's will be required at stages of TM development (a minimum of 60% and 80%) by the Government to provide for coordinated monitoring of TM preparation by the contractor and the Government. The contractor shall support IPRs and provide access to TM materials, intermediate products, and final products. The IPRs shall include evaluation of:

a. Source data.
b. TM plan/outline.
c. Presentation methods.
d. Modes of preparation.
e. TMCR compliance.

f. Completed documentation (electronic, text & artwork).

g. Current ETM development (ETM on CD-ROM).

h. Current PDF files materials.

IPRs may be requested by the Government to provide for coordinated monitoring of TM preparation by the contractor and the Government. The contractor shall support IPRs and provide access to TM materials, intermediate products, and final products. The contractor shall provide one ETM CD-ROM to each IPR participant or as required.

4.1.2.2. **IPR Records**. The contractor shall act on reported decisions/discrepancies resulting from or associated with IPRs. Each review shall include corrections from the previous IPR, if applicable. Comments and redline resulting from reviews shall be incorporated. Previous comments from any IPR shall be revisited prior to proceeding with the current IPR. If the previous comments have not been included, the IPR shall not be considered complete.

4.1.2.3. **Disposition of IPR Findings**. Discrepancies and/or deficiencies found as a result of the IPR shall be corrected prior to certification and acceptance of the TM.

4.1.3. **Guidance Conference**. A start of work Guidance conference shall be held at contractor's facility.

4.1.4. **Validation**. Validation is a contractor QA responsibility accomplished on all TMs, changes, supplemental data, and revisions thereto. Validated manuals are required for testing and training. A TM shall not be ready for the validation/verification until the following conditions have been fulfilled.

a. Contractor's engineering technical review has been completed.

b. Information, illustrations and parts lists reflect correct configurations of the system/equipment, to include all engineering changes.

c. Procedural instructions are readily understandable by the intended user and adequate to perform all operations and maintenance functions.

d. All procedures have been performed to assure accuracy and performance requirements.

e. Adequacy of data is checked to ensure that it supports

the approved maintenance and support plan.

f. Hardware of the proper configuration is available for the validation and verification effort.

g. All safety hazards identified in the Safety Assessment Report (SAR) are resolved and identified within the text as Cautions or Warnings necessary to protect the equipment or personnel as appropriate.

h. The use of any hazardous material has been identified. The contractor shall address, as a minimum, the hazardous materials listed in the Environmental Protection Agency's (EPA) list of 17 Toxins, and the list of Class I and Class II Stratospheric Ozone Depleting Substances (ODSs), as listed in the Department of Defense (DoD) Standard Document (SD-14).

i. Upon completion of Validation, the contractor shall provide a **Validation Certificate** testifying to the completeness, accuracy and safety of the ETM. This may be a locally designed form.

4.1.5. **Verification.** An ETM shall not be ready for verification until the contractor furnishes a **validation completion** certificate, signed by a responsible person assigned, to indicate validation is complete. The Government will verify that the ETM(s) is accurate during Verification. The Government may choose to perform concurrently with contractor's validation effort. Contractor shall provide system equipment, technical/engineering support and facilities as required to aid Government in the performance of verification effort. The Contractor shall provide one set of ETM(s) on CD ROM to each verification participant, no less than 21 calendar days prior to scheduled validation/verification effort. The contractor shall incorporate all Government comments from specification compliance-reviews, technical accuracy reviews and Government verification reviews into final submission of ETM. Documents requiring 15% or more corrections will be deemed unacceptable.

5.0. **Packaging and Delivery.**

a. Package Marking. In addition to sender and addressee information, the exterior of each package shall bear the following:

(1) Publication number

(2) Contract or Purchase Order Number

(3) Type of material enclosed

(4) Number of containers in the shipment

b. Packing List. A copy of the letter of transmittal, or the packing list, shall be placed inside the package. When a shipment consists of several packages, the letter of transmittal or packing list shall be enclosed in the first package and shall identify the material that was wrapped in each package.

5.1. **CD-ROM for Review.** CD-ROM shall be wrapped to provide maximum protection during shipping. Each CD-ROM shall be delivered in a standard, compact, digital, audio, disc case and wrapping. The case is to be usable as storage for the disc once the plastic cover wrapping is removed. Multiple CD copies may be delivered in the same shipping container. CD-ROMs are to be delivered as specified on the Distribution Matrix of the CDRL.

5.2. **Delivery Instructions.** Contractor shall provide the ETM for Validation/Verification. Correction of discrepancies or changes resulting from Government training, testing, and reviews shall be provided for use and possible incorporation into the production ETM. Verified ETMs shall be provided for Government fielding. A Master CD final submission shall be 30 days after incorporation of changes resulting from Government verification or final review. Upon Government approval of the technical manuals, two CD-ROMs shall be over-packed with each end item. A copy of the ETM Master (CD-ROM) shall be delivered to MARCORSYSCOM (Code PSD).

5.2.1. Commercial manuals shall be submitted to Government for review and approval 60 days after contractor has identified vendor equipment as system component. Should commercial manuals require supplementation, contractor shall submit draft supplementation 60 days after Government request for supplementation. Government requires 30 days for review of original submission or revision. Upon approval of the commercial manual by the Government, the contractor shall obtain copyright release from the appropriate company; the contractor shall install all Commercial Manuals, with supplement, if applicable, in PDF files on the same CD-ROM as the ETM. Manuals shall be submitted to the Government by DD250. CD-ROM and Camera-ready copy of each commercial manual supplement, if applicable, shall be provided to the Government for review and acceptance.

5.2.2. Copies of all MS Word files created to produce the RREP-SS-3 system manuals and Commercial-off-the-shelf (COTS) manual supplements shall also be delivered to MARCORSYSCOM (Code PSD).

Appendix B

CERTIFICATION and ACCREDITATION

1.0BACKGROUND

Department of Defense (DoD) directive 5200.28 requires that all information systems be accredited and that those systems and networks that process classified, sensitive but unclassified, or unclassified information be designed, developed, and implemented with appropriate security safeguards. The Designated Approving Authority (DAA) issues a statement of accreditation after the evidence provided by the certification process has been evaluated and the DAA has decided to accept the residual risk of operations.

1.1 Certification is the comprehensive evaluation of the technical and non-technical security features of an information system and other safeguards, made in support of the accreditation process, to establish the extent to which a particular design and implementation meet a set of specified security requirements.

1.2 Accreditation is a formal declaration by the DAA that an information system is approved to operate in a particular security mode using a prescribed set of safeguards at an acceptable level of risk.

The Defense Information Technology Security Certification and Accreditation Process (DITSCAP), DoD Directive 5200.40, establishes a standard security certification and accreditation process to be used throughout DoD. The DITSCAP is designed to be adaptable to any type of information system and any computing environment and mission within the government.

2.0 GENERAL REQUIREMENTS

2.1 The contractor shall provide expert technical and security support services to accomplish the certification and accreditation of AISs and ITSs. A Program Manager shall be assigned to the team to provide oversight and analysis of the effort and the interoperability of Marine Corps systems. This manager will be expected to be knowledgeable in the security process. The team shall include expert personnel with experience in evaluating AIS/IT security architecture for the certification and accreditation process. The scope of the requirements shall include:

3.0 SPECIFIC TASKS

3.1 Project Management (Task 1). The contractor shall establish strict program control processes to ensure mitigation of risks, minimal schedule variances, and adherence to budget. A draft schedule and Work Breakdown Structure (WBS) shall be provided

five workdays after contract award. The COR will review and approve the schedule and WBS and it will be used as a baseline. As part of the program control process, members of the contractor team may be required to attend program meetings and reviews to include monthly In Process Reviews. The COR will provide advance notice of these meetings. This WBS and schedule will be incorporated into the contract; significant milestones and delivery dates shall not be changed without the Government's approval.

3.1.1 The WBS and schedule shall demonstrate the capability to provide competent resources within a logical management framework to accomplish the scope of performance anticipated for the task support areas. The contractor shall also demonstrate the capability to reallocate resources to meet changing requirements, provide economy of performance, and ensure overall quality. The contractor shall present at each In-Process Review, at a minimum, their approach to the aforementioned issues. The contractor approach to quality assurance shall provide oversight and produce recommendations to improve the overall level of performance and deliverables. Additionally, the contractor shall address relevant issues of oversight and reporting. Oversight and reporting shall include: Submission of monthly written status reports and updates to the project schedule that will allow the Government to monitor execution of the program according to the WBS. These reports shall include, at a minimum: (1) how the work accomplished relates to the specific tasks in the WBS; (2) rationale for deviations from schedule and mitigation plan; (3) use of resources, inclusive of hours expended and cumulative hours; and (4) other significant issues (schedule, technical, etc.) with proposed resolutions.

Deliverables:

1. CDRL A026: Performance Work Breakdown Structure and Schedule – Updated as Required
2. CDRL A001 & A027: Monthly Schedules, Performance, and Cost Reports

3.2 Certification and Accreditation Support (Task 2). The contractor shall support obtaining certification and accreditation of Marine Corps AISs and ITSs. This task will consist of process support, analysis support, coordination support, security certification test support, and security documentation support.

a. Process Support. The contractor shall assist the Government in the implementation of the DITSCAP. The contractor shall recommend process tailoring as provided for in the DITSCAP, participate in process activities, and document the results of those activities.

b. Analysis Support. The contractor shall perform analyses to

validate established security requirements and to recommend additional security requirements. The contractor shall analyze through testing the adequacy of the required protective features, assess residual risk, and assist in determining the readiness of the system for accreditation. For detected vulnerabilities that could preclude accreditation, the contractor shall recommend human procedures, software configuration parameters, system changes, or combinations thereof to mitigate the risk associated with the vulnerability.

c. Coordination Support. As directed by the Government, the contractor shall coordinate with or participate in meetings with the Sensitive Compartmented Information (SCI) and collateral classified security Certification Authorities (CA) to keep them informed on system security matters, address specific security issues, and obtain guidance. The CA for SCI AISs/ITSs is Special Security Office (SSO) Navy/ONI-524; for cryptographic systems, the CA is the Commander, Naval Security Group; for collateral classified and unclassified AISs/ITSs, the CA is MARCORSYSCOM. The contractor shall coordinate or participate in meetings with other organizations as directed by the Government.

d. Security Certification Test Support. In addition to the testing performed for Analysis Support, the contractor shall support the formal Security Test and Evaluation (ST&E) of the Marine Corps AIS/ITS being evaluated. This support shall include pre-test preparations, participation in the tests, analysis of the results, and assisting the CA's Test Director with preparation of required reports.

e. Security Documentation Support. The contractor shall document the results of DITSCAP process activities and contractor technical or coordination activity. The contractor shall modify the RREP-SS-2 Certification and Accreditation documentation as provided by the Government which includes the System Security Authorization Agreement (SSAA) (with all required appendices), the Trusted Facility Manual (TFM), and the Security Features User’s Guide (SFUG) to reflect the RREP-SS-3 system. The contractor shall verify and modify as necessary to obtain proper format as directed in each referenced guide in the below subparagraphs for the SSAA, TFM, SFUG, and SCI list. The test procedures section of the SSAA and the TFM and SFUG must address all operating systems (e.g., Windows NT/95/98/2000, UNIX). The results of activity not pertinent to the SSAA, TFM, or SFUG shall be documented in a Technical Report. Furthermore, the contractor shall prepare a Task SCI Access List when SCI is required in the performance of this SOW. Here is a detailed description of each of these documents:

(1) The SSAA format is prescribed in DoD 8510.1-M, dated 31 July 2000. The

SSAA consolidates information that previously was provided in multiple documents (e.g., certification schedule, system description, concept of operations, security requirements, analysis results, test procedures, etc.). As explained in the DITSCAP, the SSAA is a living document that evolves through the DITSCAP phases culminating with the inclusion of the formal C&A approvals. The contractor shall provide recurring updates for Government review, as major sections of the document are prepared.

(2) The TFM shall be prepared using the National Computer Security Center (NCSC) "Guidelines for Writing Trusted Facility Manuals," NCSC-TG-016, Version-1, dated October 1992. The contractor shall provide recurring updates for Government review, as major sections of the document are prepared.

(3) The SFUG shall be prepared using the NCSC "Guide to Writing the Security Features User's Guide," NCSC-TG-026, Version-1, dated September 1991. The contractor shall provide recurring updates for Government review, as major sections of the document are prepared.

(4) The contractor shall prepare Technical Reports to document contractor activity or information not pertinent to other technical documentation. This includes, but is not limited to, the results of the contractor's coordination activity, the contractor's recommendations concerning the implementation of protective features, the results of analyses directed by the Government outside of the risk analysis presented in the SSAA, etc.

(5) The SCI Access List shall include the following: SCI sites visited/accessed, SCI data utilized, SCI documents read by title and document number, SCI meetings held, and Justification for the continued use of SCI to complete the task. If the task is active on 31 December of a calendar year, an additional end of year Task SCI Access List is required.

3.2.1 DELIVERABLES:

a) CDRL A008: Updated RREP-SS-2 Certification and Accreditation: System Security Authorization Agreement, Trusted Facility Manual, Security Features Users Guide, and Task SCI Access List

b) CDRL A008: Technical Reports, as necessary

4.0 SECURITY REQUIREMENTS

4.1 All key technical personnel performing on this task shall be cleared to the appropriate security

level identified by the Government COR, up to and including the TS/SCI level.

5.0 GOVERNMENT FURNISHED MATERIEL (GFM)

5.1 The Government will provide copies of existing documentation, whenever possible, on computer media for use in the development of the SSAA, TFM, and SFUG.

Acronyms

AISs	Automated Information Systems
C&A	Certification and Accreditation
CDRL	Contract Data Requirements List
DAA	Designated Approving Authority
DITSCAP	Defense Information Technology Security Certification and Accreditation Process
DoD	Department of Defense
EOT	End of Task
FIIU	Fleet Imagery Interpretation Unit
GENSER	General Service
GFM	Government Furnished Material
ITSs	Information Technology Systems
MARCORSYSCOM	Marine Corps Systems Command
MARFORLANT	Marine Forces Atlantic
MARFORPAC	Marine Forces Pacific
MCTSSA	Marine Corps Tactical systems Support Activity
MEF	Marine Expeditionary Force
MEU	Marine Expeditionary Unit
NCSC	National Computer Security Center
NLT	Not Later Than
SCI	Sensitive Compartmented Information
SFUG	Security Features Users Guide
SOW	Statement of Work
SSAA	System Security Authorization Agreement
SSO	Special Security Office
TFM	Trusted Facility manual