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ADVANCED TECHNOLOGY INC MCLEAN VA
FOLLOW SHIP PROGRAM REQUEST FOR PROPOSALS (RFP) FOR CONSTRUCTION--ETC(U)
1979
N00014-78-C-0870

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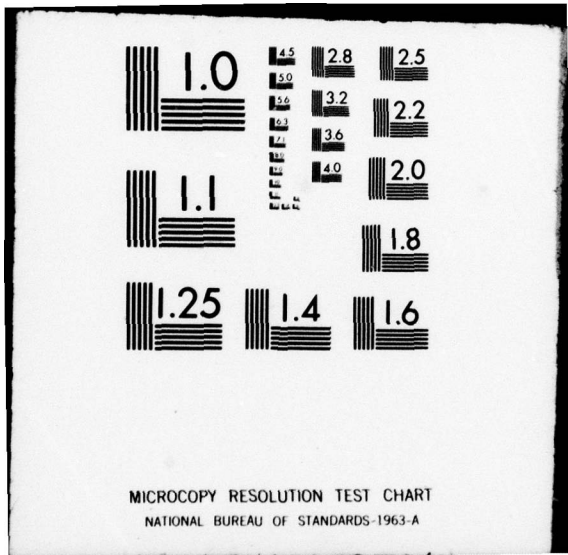
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(NOTIONAL REQUEST FOR PROPOSAL)
(FIXED PRICE INCENTIVE/AWARD FEE)

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**FOLLOW SHIP PROGRAM
REQUEST FOR PROPOSALS (RFP)
FOR
CONSTRUCTION OF FOLLOW SHIP (FY 80)
FOR THE
FOLLOW SHIP CLASS**

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for public release and sale; its
distribution is unlimited.

Naval Sea Systems Command
Department of the Navy
Washington, D.C. 20362

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This document is a notional Request for Proposal (RFP) for the procurement of a hypothetical follow-ship. The RFP introduces a new type of contractual instrument, the Fixed Price Incentive/Award Fee Contract for use in acquiring follow ships.)

The document was prepared for the Office of Naval ^{NAV} Research. Arlington, VA. under contract No. N00014-78-C-0870 by Advanced Technology, Inc. 7926 Jones Branch Drive, McLean, Va. 22102

✓ Because most RFP instructions, conditions notices to offerors, and special and general provisions are standardized, this RFP will only provide an index of applicable clauses for each Part, but the RFP will provide newly developed clauses that relate specifically to a FPI/AF instrument. ↗

18 NAVSEA

19 RFP-N0024-79-R-WXYZ

(NOTIONAL REQUEST FOR PROPOSAL)
(FIXED PRICE INCENTIVE/AWARD FEE)

11 1979

6 FOLLOW SHIP PROGRAM
REQUEST FOR PROPOSALS (RFP)
FOR
CONSTRUCTION OF FOLLOW SHIP (FY80)
FOR THE
FOLLOW SHIP CLASS.

12 68p.

15 N00014-78-C-0870

NAVAL SEA SYSTEMS COMMAND
DEPARTMENT OF THE NAVY
WASHINGTON, D.C. 20362

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NTIS	Wire Section <input checked="" type="checkbox"/>
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UNANNOUNCED	
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PART I - GENERAL INSTRUCTIONS

SECTION A - Introduction and Program Summary

SECTION B - Contract Forms and Representations, Certifications, and Other Statements of Offeror

SECTION C - Instructions, Conditions, and Notices to Offeror

SECTION D - Evaluation and Award

PART I - GENERAL INSTRUCTIONS

<p>INFORMATION TO OFFERORS OR QUOTERS (Section A - Cover Sheet)</p>	<p>SOLICITATION NUMBER N00024-78-R-WXYZ <input type="checkbox"/> ADVERTISED (RFP) <input checked="" type="checkbox"/> NEGOTIATED (RFP) <input type="checkbox"/> NEGOTIATED (RFP)</p>		
<p>ISSUING OFFICE (Complete mailing address including Zip Code)</p> <p>NAVAL SEA SYSTEMS COMMAND DEPARTMENT OF THE NAVY WASHINGTON, D. C. 20362</p>			
<p>ITEM(S) TO BE PURCHASED (Brief description)</p> <p>Follow Ship of the Follow Ship Class</p>			
<p>THIS PROCUREMENT IS:</p> <p><input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET-ASIDE (This is a _____ % set-aside for <input type="checkbox"/> Small Business, <input type="checkbox"/> Labor Surplus Area Concerns or <input type="checkbox"/> Combined Small Business/Labor Surplus Area Concerns.) (See Section C of the Table of Contents in this solicitation for details of the set-aside.)</p> <p><input checked="" type="checkbox"/> OTHERWISE RESTRICTED in accordance with NAVSEA Procurement Plan No. YZ-79</p>			
<p>NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.</p> <p>You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.</p> <p>"Fill-ins" are provided on the face and reverse of Standard Forms 18 and 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.</p> <p>See the paragraph of this solicitation entitled "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals"</p> <div style="border: 1px solid black; padding: 5px;"> <p>THE ENVELOPE USED IN SUBMITTING YOUR REPLY MUST BE PLAINLY MARKED WITH THE SOLICITATION NUMBER, AS SHOWN ABOVE AND THE DATE AND LOCAL TIME SET FORTH FOR BID OPENING OR RECEIPT OF PROPOSALS IN THE SOLICITATION DOCUMENT.</p> </div> <p>If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.</p> <p>Reply must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.</p>			
<p>ADDITIONAL INFORMATION</p> <p>Offerors are hereby cautioned that any procurement action stemming from response to this RFP is contingent upon the authorization and appropriation of funds being sought by the Navy. Should these funds not materialize, all or part of the procurement proposed herein will be cancelled or deferred. In any case, the government shall have no responsibility or obligation in connection with effort expended by an offeror in preparing these proposals.</p>			
<p>FOR INFORMATION ON THIS PROCUREMENT WRITE OR CALL.</p>			
<p>NAME AND ADDRESS</p> <p>Naval Sea Systems Command Department of the Navy Washington, D.C. 20362</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;"> <p>TELEPHONE/Area Code, No. & Ext.)</p> <p>Area Code 202 692-7509</p> </td> <td style="width:30%; text-align: center;"> <p>NO COLLECT CALLS</p> </td> </tr> </table>	<p>TELEPHONE/Area Code, No. & Ext.)</p> <p>Area Code 202 692-7509</p>	<p>NO COLLECT CALLS</p>
<p>TELEPHONE/Area Code, No. & Ext.)</p> <p>Area Code 202 692-7509</p>	<p>NO COLLECT CALLS</p>		

DD FORM 1707
1 FEB 76

REPLACES DD FORMS 1706 AND 1707 WHICH ARE OBSOLETE.

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NO RESPONSE FOR REASONS CHECKED	
CANNOT COMPLY WITH SPECIFICATIONS	CANNOT MEET DELIVERY REQUIREMENT
UNABLE TO IDENTIFY THE ITEM(S)	DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
OTHER (Specify)	
<input type="checkbox"/> WE DO	<input type="checkbox"/> WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED
NAME AND ADDRESS OF FIRM (Include Zip Code)	SIGNATURE
	TYPE OR PRINT NAME AND TITLE OF SIGNER
<p style="margin-top: 0;">FROM:</p> <p style="text-align: right; margin-top: 0;">AFFIX STAMP HERE</p> <p style="text-align: center; margin-top: 20px;">TO: NAVAL SEA SYSTEMS COMMAND - SEA 0215 DEPARTMENT OF THE NAVY WASHINGTON, D. C. 20362</p> <p style="margin-top: 20px;">SOLICITATION NO. _____</p> <p style="margin-top: 5px;">DATE AND LOCAL TIME _____</p>	

(Reverse of DD 1707)

SECTION A - INTRODUCTION AND PRINCIPAL FEATURES

1. Introduction. This paragraph explains the LEAD/FOLLOW Ship Program, including how many ships will be procured in each fiscal year. The paragraph also explains the principal features of the ship class procurement program.

2. Design/Contract Elements.

a. Follow Ship Design. This paragraph shows the evolution of the Class design to the present state. The relationship of the follow ship specifications to the baseline specifications is also explained.

(1) Government Responsibility for Design. The government's responsibility for certain elements of ship design is enumerated here.

(2) Contractor Responsibility for Design. The Contractor's responsibilities when deviating from validated drawings is covered here.

b. Standardization. This paragraph explains the standardization arranged for the Lead/Follow Ship Class.

c. Follow-Ship Class Design Agent. The use of a Class Design Agent for follow ship production is covered in this paragraph.

d. Fitting-Out. This paragraph explains methodology as to how the ship will be fitted out prior to delivery.

e. Navy Contract Change Policy. The Navy's current ship construction contract change policy is enumerated in this paragraph.

f. Contractor Responsibility for Technical Manuals. This paragraph describes where the technical manual requirements for the ship are found in the RFP.

N00024-79-R-WXYZ

SECTION B - CONTRACT FORMS AND REPRESENTATIONS,
CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

Any contract awarded as a result of this Request for Proposal (RFP) will be made on Standard Form 26 or by other official written notice. See Part II of this RFP for a sample of Standard Form 26.

SECTION B - CONTRACT FORM AND REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

STANDARD FORM 33, NOV. 1969 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.101	SOLICITATION, OFFER, AND AWARD	3. CERTIFIED FOR NATIONAL DEFENSE (DFARS) (48 CFR) 1-101.11 4. PAGE 1 OF 1	RATING: DO-A3
1. CONTRACT (Proc. INST. Ident.) NO.	2. SOLICITATION NO. N00024-79-R-WXYZ <input type="checkbox"/> ADVERTISED (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE REQUEST NO. P. R. N00024-79-PR-WXYZ
7. ISSUED BY NAVAL SEA SYSTEMS COMMAND DEPARTMENT OF THE NAVY WASHINGTON, D. C. 20362 BUYER/SYMBOL: PHONE: Area Code 202		CODE N00024	8. ADDRESS OFFER TO (If other than block 7) DEPARTMENT OF THE NAVY NAVAL SEA SYSTEMS COMMAND, SEA 0215 NATIONAL CENTER BLDG. #3, ROOM 5E40 WASHINGTON, D. C. 20362

9. Sealed offers in original and 1/copy for furnishing the supplies or services described in the Schedule will be received at the place specified in block 8, OR IF HAND-CARRIED, IN THE DEPOSITORY LOCATED IN (See Block #8) until (Time, zone, date) 4:00 P.M. EASTERN. If this is an advertised solicitation, offers will be publicly opened at that time. CAUTION - LATE OFFERS. See par. 8 of Solicitation Instructions and Conditions. All offers are subject to the following:

1. The attached Solicitation Instructions and Conditions, SF 33A.
 2. The General Provisions which are attached or incorporated herein by reference.
 3. The Schedule included below and/or attached hereto.
 4. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference. (Attachments are listed in the Schedule.)

FOR INFORMATION CALL (Name and Telephone No.) (No collect calls): (See Paragraph #21(b) of Section (C))

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THE FOLLOWING CHECKED SECTIONS ARE CONTAINED IN THE SOLICITATION

(X)	SEC	ITEM	PAGE	(X)	SEC	ITEM	PAGE
		PART I - GENERAL INSTRUCTIONS		X	H	DELIVERIES OR PERFORMANCE	
X	A	COVER SHEET		X	I	INSPECTION AND ACCEPTANCE	
X	B	CONTRACT FORM AND REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		X	J	SPECIAL PROVISIONS	
X	C	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS		X	K	CONTRACT ADMINISTRATION DATA	
X	D	EVALUATION AND AWARD FACTORS				PART III - GENERAL PROVISIONS	
		PART II - THE SCHEDULE		X	L	GENERAL PROVISIONS	
X	E	SUPPLIES/SERVICES & PRICES				PART IV LIST OF DOCUMENTS AND ATTACHMENTS	
X	F	DESCRIPTION/SPECIFICATIONS					
X	G	PRESERVATION/PACKAGING/PACKING		X	M	LIST OF DOCUMENTS AND ATTACHMENTS	

OFFER (NOTE: Reverse Must Also Be Fully Completed By Offeror)

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days 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.

16. DISCOUNT FOR PROMPT PAYMENT (See Par. 9 on SF 33A)
 % 10 CALENDAR DAYS: _____ % 20 CALENDAR DAYS: _____ % 30 CALENDAR DAYS: _____ % _____ CALENDAR DAYS.

17. OFFEROR NAME & ADDRESS (Street, city, county, state, & ZIP Code) Area Code and Telephone No. <input type="checkbox"/> Check If Remittance Address Is Different From Above. Enter Such Address In Schedule. (See Section K of the Schedule)	18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) 19. SIGNATURE 20. OFFER DATE
---	---

AWARD (To Be Completed By Government)

21. ACCEPTED AS TO ITEMS NUMBERED	22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK	25. NEGOTIATED PURSUANT TO: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 252(d) ()	26. UNITED STATES OF AMERICA
26. ADMINISTERED BY (If other than block 7)	27. PAYMENT WILL BE MADE BY	30. AWARD DATE
28. NAME OF CONTRACTING OFFICER (Type or Print)	BY: (Signature of Contracting Officer)	

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

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

The Offeror represents and certifies as part of his offer that: (Check or complete all applicable boxes or blocks.)

1. SMALL BUSINESS (See par. 14 on SF 33-A.)

He is, is not, a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that all supplies to be furnished hereunder will, will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

2. REGULAR DEALER—MANUFACTURER (Applicable only to contracts exceeding \$10,000.)

He is a regular dealer in, manufacturer of, the supplies offered.

3. CONTINGENT FEE (See par. 15 on SF 33-A.)

(a) He has, has not, employed or retained any company or person (other than a full-time, bona fide employee working solely for the offeror) to solicit or secure this contract, and (b) he has, has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.5.)

4. TYPE OF BUSINESS ORGANIZATION

He operates as an individual, a partnership, a nonprofit organization, a corporation, incorporated under the laws of the State of _____

5. AFFILIATION AND IDENTIFYING DATA (Applicable only to advertised solicitations.)

Each offeror shall complete (a) and (b) if applicable, and (c) below:

(a) He is, is not, owned or controlled by a parent company. (See par. 16 on SF 33-A.)

(b) If the offeror is owned or controlled by a parent company, he shall enter in the blocks below the name and main office address of the parent company:

Name of Parent company and main office address _____
(include ZIP Code) _____

(c) Employer's identification number (See par. 17 on SF 33-A.) _____ (Offeror's E.I. No.) _____ (Parent Company's E.I. No.) _____

6. EQUAL OPPORTUNITY (See Par. 16 of Section B herein)

He has, has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114; that he has, has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

7. BUY AMERICAN CERTIFICATE

The offeror hereby certifies that each end product, except the end products listed below, is a domestic source end product (as defined in the clause entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS	COUNTRY OF ORIGIN

8. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION (See par. 18 on SF 33-A.)

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

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

(b) Each person signing this offer certifies that:

(1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or

(2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

9. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" 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 which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to prospective subcontractors of requirements for certifications of nonsegregated facilities.

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ACKNOWLEDGMENT OF AMENDMENTS	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
The offeror acknowledges receipt of amendments to the Solicitation for Offers and related documents numbered and dated as follows:				

NOTE.—Offers must set forth full, accurate, and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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- G. Data Items

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TYPE OF CONTRACT CONTEMPLATED

It is contemplated that this offer will result in a fixed-price type contract with (1) economic price adjustment, (2) an incentive on cost and (3) award fee provisions.

PRICE PROPOSAL - TEN (10) COPIES REQUIRED

(a) The Price Proposal shall be bound separately from the Technical Proposal (see the following paragraph of this Section entitled "TECHNICAL PROPOSAL") and, in addition to the DD FORM 33 required by the paragraph of this Section entitled "CONTRACT PRICING PROPOSAL," shall include the following:

- (1) A breakdown of the target cost for item 0001 using a format similar to the enclosed "Unit Price Analysis - Basic Construction" Form NAVSEA 4280/2. The cost breakdown by groups shall be in accordance with the definitions on the reverse side of the NAVSEA 4280/2 Form.
- (2) Your estimated material costs and your estimated direct labor manhours and costs by your standard cost classification charge numbers, along with material quantities, unit prices, and labor costs upon which your price is based.

You may add any other special charge numbers to your regular system, or make revisions to your existing system, to make it a more satisfactory instrument for FO SHIP estimating and cost reporting purposes. In addition, the following FO SHIP-specific items shall be broken out separately:

- Procurement of On Board Spares,
- Procurement of Equipage,
- Binning and Loading of Supply Support Material
- Installation and Checkout Spares (INCOS) and Special Tooling
- Engineering Services

The proposed FO SHIP Program Management Office shall be designated as a separate department for the purpose of cost estimating and reporting.

The required estimate of material cost by charge number shall be in at least the following categories:

- (i) Special items such as machinery, equipments, fittings, outfit, etc. ordered specifically for the contract and for which vendor plan submittal is required.
- (ii) General items.
- (iii) Other items
- (iv) Total material cost ((i)+(ii)+(iii)).

The required estimate of direct labor costs shall be in two formats:

- By charge number, showing estimated direct labor hours for each charge number.
 - By department, showing department number, name, direct labor hours, total direct labor costs, percentage of total cost attributable to base rate, shift premium, overtime premium, and incentive pay premium.
- (3) For each charge number you will indicate the comparable three-digit-level Ship Work Breakdown Structure (SWBS, NAVSHIPS 0900-039-9010) element number. If allocation to more than one SWBS element is involved, you shall state the basis of the allocation. In addition, you shall provide a description of your standard cost classification charge numbers; three copies to the cognizant Supervisor of Shipbuilding and two copies with your proposal.
 - (4) You shall furnish data that will clearly show your derivation of the labor rate or rates used in estimating your labor costs.
 - (5) You shall furnish data that will clearly show the rationale for your estimate of overhead costs. It shall include factual return cost data showing in detail how overhead rates are determined and applied, the assumed level of work during the contract period, and other assumptions made in projecting overhead costs. Any deviations from the offeror's established accounting procedures used in distinguishing between direct and overhead costs shall be clearly stated and explained.

(e) The offeror's attention is invited to the paragraph of this Section C entitled "TYPE OF CONTRACT COMTEMPLATED" and the clause of the Special Provisions entitled "AWARD FEE." It is requested that offerors propose award fee levels.

(f) The Government will evaluate the Contractor's performance quarterly utilizing evaluation categories, factors, and elements described in the clause of the Special Provisions entitled "AWARD FEE". A blank award fee pool distribution table is shown in paragraph (j) of the aforementioned clause. Each offeror is to propose the suggested percentages and award fees per evaluation period to complete the fee pool distribution table. The percentages and award fees are to be tied in with critical events taking place during the respective evaluation periods.

Offerors are requested to submit:

- (1) Additional or substitute factors and elements for evaluation in each of the categories found in paragraph (h) of the clause of the Special Provisions entitled "AWARD FEE". The offerer should identify the contract period, by quarter, during which each additional or substitute factors and elements will be of particular significance.
- (2) The offeror shall support his proposed additional or substitute factors and elements with a narrative discussion of the rationale employed in their development.

(g) Five (5) of the ten (10) copies of the cost proposals will be held by the contractor and provided to the resident auditor and the Supervisor of Shipbuilding at the Contracting Officer's request.

(h) The Contractor shall complete DD Forms 1921-1 and 921-3 (CCDR) to support the DD Forms 633.

(i) The offeror's attention is invited to ASPR 7-104.9 (o) (3) which contains a provision that may be added to the Warranty of Technical Data (1974 Nov) clause appearing at ASPR 7-104.9 (o) (1). See the clause of the General Provisions entitled "RIGHTS IN TECHNICAL DATA - MAJOR SYSTEM AND SUBSYSTEM CONTRACTS (1971 NOV)". The offeror shall separately identify and state the added cost and profit that he would propose if the Government were to invoke the additional liability provisions included in ASPR 7-104.9 (o) (3).

SECTION D - EVALUATION AND AWARD

1. In addition to the general award criterion stated in subparagraph 10(a) of the Standard Form 33A, Solicitation Instructions and Conditions, award will be made to that offeror whose proposal will provide timely delivery of the Government's overall Follow-on Class ship for FY 80 at the most advantageous price to the Government.

2. The ship quantity enumerated below in Section E, line item 0001 is the quantity of FY80 Follow-on ships that the Government may award.

a. All offerors must propose prices (including target cost, target profit, target price, ceiling price and award fee) for the item listed in Section E, on the basis of the following incentive matrix constraints:

Ceiling price shall be 125% of target cost;
Sharing arrangement shall be 70/30 over and
under target cost.

(See the clauses entitled "INCENTIVE PRICE REVISION (FIRM TARGET WITH AWARD FEE)" and "AWARD FEE".)

Failure so to propose will result in an unacceptable offer.

PART II - SCHEDULE

- SECTION E - Supplies/Services and Prices
- SECTION F - Description/Specifications
- SECTION G - Preservation/Packaging/Packing
- SECTION H - Deliveries or Performance
- SECTION I - Inspection and Acceptance
- SECTION J - Special Provisions
- SECTION K - Contract Administration Data

PART II

STANDARD FORM 28, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41CFR) 1-16.101		AWARD/CONTRACT		PAGE 1	OF 1		
1. CONTRACT (Proc. Inst. Ident.) NO.		2. EFFECTIVE DATE		3. REQUISITION/PURCHASE REQUEST/PROJECT NO. N00024-79-PR-WXYZ			
5. ISSUED BY NAVAL SEA SYSTEMS COMMAND DEPARTMENT OF THE NAVY WASHINGTON, D.C. 20362 BUYER/SYMBOL: PHONE: Area Code 202-692-		6. ADMINISTERED BY (If other than block 5) Criticality Designator:		4. CERTIFIED FOR NATIONAL DEFENSE UNDER GSA REG. 2 AND/OR GSA REG. 1 RATING: DMS Reg. 1, DO-A3			
8. CONTRACTOR NAME AND ADDRESS <i>(Street, city, county, State and ZIP code)</i>		9. DISCOUNT FOR PROMPT PAYMENT		7. DELIVERY <input type="checkbox"/> FOR DESTINATION <input type="checkbox"/> OTHER (See below)			
11. SHIP TO/MARK FOR		12. PAYMENT WILL BE MADE BY		10. SUBMIT INVOICES (4 copies unless otherwise specified) to address shown in Block 12.			
13. THIS PROCUREMENT WAS <input type="checkbox"/> ADVERTISED. <input type="checkbox"/> NEGOTIATED. PURSUANT TO:		10 U.S.C. 2304 (a) <input type="checkbox"/> 41 U.S.C. 252 (c) ()		14. ACCOUNTING AND APPROPRIATION DATA			
15.-20. TABLE OF CONTENTS							
THE FOLLOWING CHECKED SECTIONS ARE CONTAINED IN THE CONTRACT							
(X)	SEC	ITEM	PAGE	(X)	SEC	ITEM	PAGE
		PART I - GENERAL INSTRUCTIONS		X	G	PRESERVATION/PACKAGING/PACKING	
	A	COVER SHEET (SF-26)		X	H	DELIVERIES OR PERFORMANCE	
	B	CONTRACT FORM AND REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF CONTRACTOR		X	I	INSPECTION AND ACCEPTANCE	
				X	J	SPECIAL PROVISIONS	
	C	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS		X	K	CONTRACT ADMINISTRATION DATA	
	D	EVALUATION AND AWARD FACTORS				PART III - GENERAL PROVISIONS	
				X	L	GENERAL PROVISIONS	
		PART II - THE SCHEDULE				PART IV - LIST OF DOCUMENTS AND ATTACHMENTS	
X	E	SUPPLIES/SERVICES & PRICES					
X	F	DESCRIPTION/SPECIFICATIONS		X	M	LIST OF DOCUMENTS AND ATTACHMENTS	
21. Total Amount of Contract \$							
CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE							
22. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>2</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			26. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award commences the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.				
23. NAME OF CONTRACTOR BY _____ <i>(Signature of person authorized to sign)</i>			27. UNITED STATES OF AMERICA BY _____ <i>(Signature of Contracting Officer)</i>				
24. NAME AND TITLE OF SIGNED (Type or print)		25. DATE SIGNED		28. NAME OF CONTRACTING OFFICER (Type or print)			
				29. DATE SIGNED			

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FROM COPY FURNISHED TO DDB

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
0001	Follow Class Ship	1	
	Target Cost		\$ _____
	Target Profit		\$ _____
	Target Price		\$ _____
	Ceiling Price		\$ _____
	Sharing Ration 70/20; ceiling price equal to 125% of target cost		
0001AA	Data for Item 0001, see DD Form 1423 (Price included in item 0001)		

SECTION F - DESCRIPTION/SPECIFICATIONS

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ITEM 0001

1. General Scope of Work
2. General Requirements
 - a. Management and Control
 - (1) Cost/Schedule Control Systems (C/SCS)
 - (2) Contractor Cost Data Reporting (CCDR) System
 - (3) Management Effort
 - (4) Reports and Liaison
 - b. Quality Assurance
 - c. Data Management
 - d. Standardization
 - (1) Intra-Class Standardization of Equipments
 - (2) Intra-Navy Standardization
 - e. Integrated Logistic Support (ILS)
 - f. Reliability, Maintainability (R/M) for Follow Ships
3. Construction of the Ship
 - a. Specifications
 - b. Validated Drawings
 - c. Applicability of Lead Ship or Previous Follow Ship Requirements

- d. Ship Testing
 - (1) Ship Testing Program
 - (2) Test Documentation
 - (3) Test Activity and Support Services
- e. Technical Manuals
- f. Production Engineering Data
- g. Schedules
- h. Spares and Repair Parts
 - (1) On-board
 - (2) Stock
- i. Fitting Out Services
 - (1) Outfit Prior to Delivery
 - (2) Fitting Out Activity
 - (3) Post Delivery Availability
- j. Combat System Installation
- k. Ship Propulsion, Electrical, Damage Control and Auxiliary Control Systems
- l. Status of Changes
- m. Make-or-Buy Program
- n. Contractor Data Requirements List
(Sub-line Item 0001AA)

SECTIONS G - PRESERVATION/PACKAGING/PACKING

(a) Classified data and documentation shall be prepared for delivery in accordance with the Department of Defense Industrial Security Manual for Safeguarding Classified Information, DOD 5220.22-M dated 3 October 1977.

(b) Unclassified documentation shall be prepared for delivery in accordance with the Contractor's standard commercial practice.

(c) On-board spares and repair parts, equipage, special tools and loose hardware, and Follow Ship peculiar support and test equipment shall be preserved, packaged and packed in accordance with the requirements of the Ship Specification.

SECTION H - DELIVERIES AND PERFORMANCES

A. In accordance with the Instructions set forth in Section C of this Solicitation, offerors are required to propose delivery dates for each vessel. The column below entitled "PROPOSED DELIVERY DATE" is provided for that purpose.

<u>ITEM NO.</u>	<u>VESSEL</u>	<u>PROPOSED DELIVERY DATE</u>
0001	FY80 BUY	*

* Offerors shall enter a proposed delivery date which is consistent with the information provided in Section C, paragraph 66. Contract delivery date will be subject to review during the Pre-Award Survey. Section C, Paragraph 31, and may be modified at the time of contract execution to reflect agreement of the parties.

B. Item 0001

The Contractor shall deliver the vessel with on-board repair parts to the Government dockside at the Contractor's plant in accordance with the requirements of this contract, including the requirements of the Clause of Section J entitled "DELIVERY OF COMPLETED VESSELS", and in accordance with the following schedule:

<u>DESIGNATION OF VESSEL</u>	<u>DELIVERY DATE</u>
**	**

** To be inserted at time of award.

The Post delivery Availability for each ship shall be completed not more than _____ months after delivery of ship.

C. Item 0001AA

Data shall be delivered as specified on the CDRL (DD Form 1423), Exhibit A.

SECTION I - INSPECTION AND ACCEPTANCE

1. The vessel (s) shall be constructed at the following location:

(Name of Shipyard)

(Street Address and City of Plant)

2. Inspection and acceptance of the vessel, Item 0001, shall be as set forth in the applicable provisions of this contract, including the specifications cited in Section F.
3. Inspection and acceptance of deliverable data items under this contract, Item 0001AA, shall be at destination as shown on the Contract Data Requirements List (DD Form 1423).

SECTION J - SPECIAL PROVISIONS

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INCENTIVE PRICE REVISION (FIRM TARGET WITH AWARD FEE)

(a) General. The supplies or services identified in the Schedule as Items * are subject to price revision in accordance with the provisions of this clause; provided, that in no event shall the total final price of such items exceed the ceiling price. Any supplies or services which are to be ordered separately under, or otherwise added to, this contract, and which are to be subject to price revision in accordance with the provisions of this clause, shall be identified as such in a modification to this contract.

(b) Definition of Cost. For the purposes of this clause, "cost" or "costs" means allowable cost in accordance with Section XV of the Armed Services Procurement Regulation as in effect on the date of this contract.

(c) Submission of Data. Within ninety (90) days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services called for by those items referred to in paragraph (a) above, the Contractor shall submit on DD Form 633-6 or other form as the Contracting Officer may require, (i) a detailed statement of all costs incurred up to the end of that month in performing all work under such items, and (ii) an estimate of costs of such further performance, if any, as may be necessary to complete performance of all work with respect to such items.

(d) Price Revision. Upon submission of the data required by paragraph (c) above, the Contractor and the Contracting Officer shall promptly establish the total final price in accordance with the following:

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

*The applicable Item numbers from Section E will be inserted here.

(2) The total final price shall be established by adding total award fee earned to the final negotiated cost adjusted for profit or loss. The profit or loss adjustment will be determined as follows:

WHEN THE TOTAL FINAL
NEGOTIATED COST IS:

THE ADJUSTED PROFIT OR
LOSS IS.

Equal to the total target cost-----Total target profit.

Greater than the total target cost--Total target profit less
_____percent (___ %) of the
amount by which the total
final negotiated cost ex-
ceeds the total target
cost.

Less than the total target cost-----Total target profit plus
_____percent (___ %) of the
amount by which the total
final negotiated cost is
less than the total target
cost.

(3) The total final price of the items referred to in paragraph (a) above shall be evidenced by a modification to this contract signed by the Contractor and the Contracting Officer. Such price shall not be subject to revision notwithstanding any changes in the cost of performing the contract, with the following exceptions:

(i) insofar as the parties may agree in writing, prior to the determination of the total final price, (A) to exclude any specific elements of cost from the total final price and (B) to a procedure to provide subsequent disposition of such elements; and

(ii) to the extent any adjustment or credit is explicitly permitted or required by this or any other clause of this contract.

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

(f) Disagreements. If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days after the date on which the data required by (c) above are submitted, or within such further time as may be specified by the Contracting Officer, such failure to agree shall be deemed to be a dispute concerning a question of fact within the meaning of the "DISPUTES" clause of this contract and the Contracting Officer shall promptly issue a decision thereunder, except that the amount of award fee to be paid to the Contractor under the "AWARD FEE" clause shall not be subject to the "DISPUTES" clause of this contract.

(g) Termination. If this contract is terminated prior to establishment of the total final price, prices of supplies or services subject to price revision under this clause shall be established pursuant to this clause for (i) completed supplies accepted by the Government and services performed and accepted by the Government, and (ii) in the event of a partial termination, supplies and services which are not terminated. The termination shall be otherwise accomplished pursuant to other applicable provisions of this contract.

(h) Equitable Adjustment Under Other Clauses.

- (1) If an equitable adjustment in the contract price is made under the "AWARD FEE" clause before the total final price is established, the adjustment shall be made in the target price and the ceiling price. If such an adjustment is made after the total final price is established, adjustment shall be made only in the total final price.
- (2) If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit or both. If such an adjustment is made after the total final price is established, adjustment shall be made only in the total final price.

(i) Effect upon Target Price and Total Final Price. Whenever any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, such provision shall mean that neither any target price nor the total final price includes or will include any amount for such purpose. However, notwithstanding any other provisions contained in this contract (including the specifications or any other documents incorporated in this contract by reference) designating services to be performed or materials to be furnished by the Contractor "at his

expense" or "without cost to the Government" or "with cost to be borne by the Contractor" or the like, then the total final negotiated cost and the total final price shall include such costs but the Contractor shall not be entitled to an increase in target cost, target profit, target price or ceiling price therefor.

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

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

COMPENSATION

(a) The total compensation to be paid the Contractor shall be determined by (i) first establishing the total final price in accordance with the "INCENTIVE PRICE REVISION (FIRM TARGET WITH AWARD FEE)" clause of the contract and (ii) then making the additions or deductions provided for in paragraph (c) of this "COMPENSATION" clause. For the purpose of said INCENTIVE PRICE REVISION clause, the Target Cost, Target Profit, Target Price and Ceiling Price shall be as set forth in Section E of the contract.

(b) The Target Cost, Target Profit, Target Price and Ceiling Price do not include any amount or factor on account of compensation adjustments for which provision is made in the "COMPENSATION ADJUSTMENTS (LABOR AND MATERIAL)" clause of this contract. The Contractor's detailed statement of all costs incurred will necessarily reflect the increase or decrease in cost due to increases or decreases in the Contractor's cost for labor and materials, but the compensation adjustments provided for in the said "COMPENSATION ADJUSTMENTS" clause are made without adjustment of the Target Cost, Target Profit, Target Price or Ceiling Price and hence such adjustments are outside the incentive price revision formula provided for in the "INCENTIVE PRICE REVISION" clause. Accordingly, in order to arrive at the total final negotiated cost provided for in said INCENTIVE PRICE REVISION clause, the Contractor's detailed statement of all costs incurred shall first be decreased by the net increase in compensation adjustments made in accordance with said COMPENSATION ADJUSTMENTS clause, whether paid or payable, or shall first be increased by the net decrease in such compensation adjustments, as the case may be. The semi-monthly and total net amounts of upward or downward adjustments in compensation made in accordance with said COMPENSATION ADJUSTMENTS clause do not affect the total final cost to be negotiated or the total final price to be established in accordance with said INCENTIVE PRICE REVISION clause.

(c) The amounts determined in accordance with the following contract provisions shall not be included in the total final cost negotiated or in the total final price established in accordance with the "INCENTIVE PRICE REVISION (FIRM TARGET WITH AWARD FEE)" clause and shall be added to or deducted from said total final price as the case may be:

- (i) The "COMPENSATION ADJUSTMENTS (LABOR AND MATERIAL)" clause.

- (ii) Any other provision of this contract which provides for an amount to be reimbursed or paid to, or to be refunded or paid by, the Contractor other than through an adjustment of the contract price, including the following:
 - (A) Paragraphs (a), (b), and (c) of the clause of the contract entitled "INSURANCE--PROPERTY LOSS OR DAMAGE--LIABILITY TO THIRD PERSONS."
 - (B) Paragraph (e) of the clause of the contract entitled "FOLLOW SHIP STANDARDIZATION EQUIPMENT."
 - (C) Liquidated damages pursuant to the clause of the contract entitled "PREVENTION OF OIL DISCHARGE."
- (d) The amounts determined in accordance with the clause of the contract entitled "AWARD FEE" clause shall not be included in the total final negotiated cost but shall be added to Target and Ceiling Price and shall be included in the total final price established in accordance with the clause of the contract entitled "INCENTIVE PRICE REVISION (FIRM TARGET WITH AWARD FEE)".

PAYMENTS

(a) For the purpose of this Clause, until the establishment of the total final price in accordance with paragraph (d) (2) of the Clause entitled "INCENTIVE PRICE REVISION (FIRM TARGET WITH AWARD FEE)", the term "total contract price" means the billing price, i.e., initially the amount of the total contract Target Price, and thereafter, the amount of any revised billing price established as provided hereinafter. The revised billing price shall be determined and established quarterly as specified below. After establishment of the total final price in accordance with paragraph (d) (2) of the Clause entitled "INCENTIVE PRICE REVISION (FIRM TARGET WITH AWARD FEE)", the billing price shall be the total final price so established.

(i) The Contractor shall certify the costs incurred in the performance of the contract to the end of the immediately preceding calendar quarter using, to the maximum feasible extent, the certified incurred cost information generated in effectuation of the Contractor's duties set forth in paragraph (d) of Schedule the Clause entitled "COMPENSATION ADJUSTMENTS, (LABOR AND MATERIAL)". Such costs may be later verified by Government auditors and correction will be made if such costs are determined to be incorrect.

(ii) The Contractor shall certify the percentage of physical progress in the performance of the contract as a whole as of the end of the immediately preceding calendar quarter, subject to the approval of the Supervisor in the manner prescribed in paragraph (b) below. The percentage shall be expressed as a decimal carried to four decimal places.

(iii) At the end of each calendar quarter, a projected final cost shall be computed as follows:

- (A) Determine the cumulative sum of the semi-monthly base costs, as established in accordance with the Clause entitled "COMPENSATION ADJUSTMENTS (LABOR AND MATERIAL)", as of the end of that calendar quarter.
- (B) Divide the cumulative sum of the semi-monthly base costs computed in accordance with subparagraph (A) above by the percentage of physical progress as certified and approved

as set forth in subparagraph (ii) above. The quotient so obtained is the projected final cost; provided, that if such quotient exceeds the ceiling price, the ceiling price shall be the projected final cost.

(iv) A projected profit shall be determined by applying the Incentive formula set forth in paragraph (d)(2) of the Clause entitled "INCENTIVE PRICE REVISION (FIRM TARGET WITH AWARD FEE)", to the projected final cost as determined pursuant to (iii) above.

(v) The revised billing price shall be the sum of the projected profit determined pursuant to (iii) above, plus the projected profit determined pursuant to (iv) above, said revised billing price shall be the billing price for the calendar quarter until a new revised billing price is established.

(vi) The foregoing calculations shall be set forth in the supporting documentation for the Contractor's first invoice following each filing of data required by the Cost Performance Report (CPR). The contract shall be modified to reflect each revision of the billing price.

(vii) Any revision of billing prices shall not affect the determination of the total final price under paragraph (d) of the Clause entitled "INCENTIVE PRICE REVISION (FIRM TARGET WITH AWARD FEE)". After execution of the contract modification referred to in subparagraph (d)(3) of said Clause, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any additional payments, refunds, or credits, resulting therefrom shall be promptly made.

(b) (i) Until such time as physical progress in the performance of work on a vessel is fifty percent (50%) complete, the Government, upon submission by the Contractor of invoices certified by the Contractor as hereinafter provided, will promptly make payments on account of the total contract price of ninety percent (90%) of an amount determined by applying to the allocated total contract price of such vessel the percentage of physical progress in the performance of the work on such vessel as certified by the Contractor subject to the approval of the Supervisor: provided, that no such payment

shall be made in an amount which when added to the total of all payments previously made with respect to such vessel pursuant to paragraph (b) of this clause and the Clause entitled "COMPENSATION ADJUSTMENTS (LABOR AND MATERIAL)" exceeds one hundred percent (100%) of the allowable cost which has been certified by the Contractor on the related invoice to have been incurred by it in the performance of work on such vessel.

(ii) After the percentage of physical progress in the performance of work on a vessel has reached fifty percent (50%), the Government, upon submission by the Contractor of invoices certified by the Contractor as hereinafter provided, will promptly make payments on account of the total contract price of one hundred percent (100%) of an amount determined by: (i) multiplying the allocated total contract price of such vessel by the percentage of physical progress in the performance of the work on such vessel as certified by the Contractor subject to the approval of the Supervisory, and (ii) subtracting from that product five percent (5%) of the allocated total contract price of such vessel; provided, that no such payment shall be made in an amount which when added to the total of all payments made previously with respect to such vessel pursuant to paragraph (b) of this clause and the Clause entitled "COMPENSATION ADJUSTMENTS (LABOR AND MATERIAL)" exceeds one hundred five percent (105%) of the allowable cost which has been certified by the Contractor on the related invoice to have been incurred by it in the performance of work on such vessel.

(iii) "Incurred costs" are those costs identified through the use of the accrual method of accounting as supported by the records maintained by the Contractor and which are allowable in accordance with section XV of the Armed Services Procurement Regulation in effect on the effective date of this contract and include only:

- (A) Costs for items or services purchased directly for the contract which are paid as well as incurred as shown by payment made by cash, check, or other form of actual payment; and
- (B) Costs incurred, but not necessarily paid, for materials issued from the Contractor's stores inventory and placed in the production process for use on the contract, for direct labor, for direct travel, for other direct inhouse costs and for properly allocable and allowable

overhead (indirect) costs, all as shown by records maintained by the Contractor for the purpose of obtaining payment under Government contracts; provided that the Contractor is not delinquent in payment in the ordinary course of business; and

- (C) With respect to allocated and allowable costs of pension contributions, when pension contributions are paid by the Contractor to the retirement fund less frequently than quarterly, accruals of the costs of these pension contributions shall be excluded from Contractor's incurred costs until such costs are paid. If pension contributions are paid on a quarterly or more frequent basis, accruals of such costs may be included in Contractor's incurred costs, provided that the pension contributions are paid to the retirement fund within thirty (30) day period, pension contributions shall be excluded from the Contractor's incurred cost until payment therefor has been made.
- (D) Incurred costs shall not include any costs which are required, under any provision of this contract (other than the clause entitled "COMPENSATION ADJUSTMENTS (LABOR AND MATERIAL)" to be reimbursed or paid by the Government to the Contractor or reimbursed or paid by the Contractor to the Government other than through an equitable adjustment in contract price.

(iv) At any time or times prior to final payment under this contract, the Contracting Officer may have any invoices and statements or certifications of costs audited. Each payment theretofore made shall be subject to reduction as necessary to reflect the exclusion of amounts included in the invoices or statements or certifications of costs which are found by the Contracting Officer, on the basis of such audit, not to constitute allowable costs. Any payment may be reduced for overpayments, or increased for underpayments on preceding invoices.

(v) Invoices may be submitted weekly and shall be based upon the allocated total contract price of each vessel. No payment will be required to be made under this

paragraph (b) upon invoices aggregating less than Five Thousand Dollars (\$5,000). The form and content of such invoices shall be as reasonably specified by the Supervisor.

(vi) For the purpose of this Clause, the allocated total contract price of each vessel shall be established by applying to the total contract price the percentages set out in the following table and the result rounded to the nearest even one hundred thousand dollars (\$100,000), upward or downward; provided that in no event shall the sum of the allocated total contract price of the vessels exceed the total contract price:

<u>Hull Numbers</u>	<u>Percentage</u>
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(to be inserted in executed contract)

(vii) For the purposes of this Clause, the mutually agreed upon physical progress weighting factors for material and labor progress are set forth in the attached Physical Progress Weighting Factor Chart for Material and Labor Attachment. In measuring physical progress the parties agree that the provisions of SECTION 9-4.2 of the Ship Acquisition Contract Administration Manual (SACAM) in effect on the date of award of this contract shall apply in concept.

(c) Payments of award fee to the Contractor in accordance with the clause of the contract entitled "AWARD FEE" will not be subject to the limitations of paragraphs (b) and (d) of this Clause.

(d) Upon preliminary acceptance of each vessel and upon the submission of properly certified invoices, the Government will pay to the Contractor the amount withheld under paragraph (b) in respect of that vessel in excess of (i) two percent (2%) of the allocated total contract price for such vessel, constituting a performance reserve; and (ii) an additional reserve for final settlement in the amount of One Hundred Thousand Dollars (\$100,000) for the entire contract. If at any time it shall appear to the Government that the amount of the performance reserve may be insufficient to meet the cost to the Government of finishing any unfinished work under the contract for which the Contractor is responsible, or of correcting defects for

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which the Contractor is responsible which develop prior to preliminary acceptance or during the guaranty period of any vessel, the Government may, in making payments under this clause, deduct or withhold such additional amounts as it may determine to be necessary to render such reserve adequate. Any such additional amounts deducted or withheld on account of defects which develop during the guaranty period of the vessel shall not exceed the limit of the Contractor's liability under the clause of the contract entitled "LIMITATION OF CONTRACTOR'S LIABILITY".

(e) The Government shall, at the time of final settlement, in accordance with the provisions of the clause entitled "FINAL SETTLEMENT", pay the Contractor the balance owing to it under the contract promptly after the amount of such balance shall have been determined.

(f) The Government may, in its discretion, make payments prior to final settlement on account of the reserves established under this clause subject to such conditions precedent as the Contracting Officer may prescribe.

AWARD FEE

(a) Base Profit

The target profit, as set forth in Section E of this contract and as modified by paragraph (d) of the clause of the Contract entitled "INCENTIVE PRICE REVISION" (FIRM TARGET WITH AWARD FEE)," shall constitute a base or minimum profit to be paid for performance of this contract.

(b) Award Fee

In addition to the base profit to be paid hereunder, the Contractor may earn an award fee, as determined by an approving Official with the advice of an Evaluation Board established pursuant to paragraph (c) below. The Government's purpose in granting an award fee is to encourage and reward superior Contractor effort directed toward performance of this contract. The procedures for evaluation are set forth in paragraphs that follow.

(c) Evaluation Board

The Contractor's performance evaluation for each period will be conducted by an Evaluation Board consisting of the following members:

- (1) FO Ship Project Manager - Chairman
- (2) FO Ship Technical Director
- (3) Procuring Contracting Officer
- (4) Senior SUPSHIP Representative
- (5) Project Managers Representative (On-Site)

(d) Approving Official

The Approving Official, who will be the Deputy Commander for Acquisition, Naval Sea Systems Command (SEA 90), shall make determinations of the award fee to be paid the Contractor based upon performance evaluations conducted by the Evaluation Board.

(e) Award Fee Determination and Reclama Procedures

(1) Within twenty (20) days after the end of each evaluation period under the Contract, the Contractor shall furnish to the Board such information as may be reasonably required

to assist the Board in evaluating the Contractor's performance during that evaluation period.

(2) (i) Within fifteen (15) days from receipt of such information, the Board shall prepare the performance evaluation and present it to the Approving Official.

(ii) Within five (5) days from receipt of that evaluation, the Approving Official shall provide to the Contracting Officer his determination of award fee.

(iii) Within five (5) days from receipt of that determination, the Contracting Officer shall notify the Contractor in writing of the Approving Official's determination.

(3) In the event that the Contractor submits no exception, the Approving Official's determination pursuant to subparagraphs (d) and (e) (2) above shall be final. Within ten (10) days after the date of the Contractor's notification of such determination, the Contracting Officer shall issue a unilateral amendment to the contract to provide for the award fee.

(4) (i) Within five (5) days from receipt of the Contracting Officer's notification, the Contractor may submit to the Contracting Officer any exception with respect thereto. In support of his reclama, the Contractor may furnish a written description of his performance during the period under consideration. This description shall clearly identify specific evaluation categories, factors and elements, and the Contractor's own rating thereof.

(ii) Within five (5) days from receipt of the Contractor's reclama, the Contracting Officer shall submit it to the Approving Official.

(iii) Within ten (10) days from receipt thereof, the Approving Official shall provide to the Contracting Officer a final performance evaluation and determination of the award fee.

(iv) Within five (5) days from receipt of that final determination, the Contracting Officer shall notify the Contractor in writing of that final determination.

(f) Award Fee Payment Procedures

(1) Upon receipt of a unilateral amendment to the contract from the Contracting Officer that provides notification of award fee determination, the Contractor may submit a separate invoice to the Government requesting payment of the amount of the award fee earned.

(g) Finality of Approving Official's Determination

Determinations of the Approving Official with respect to the amount of award fee to be paid to the Contractor are final and shall not be subject to the "DISPUTES" clause of this contract.

(h) Evaluation Categories, Factors and Elements

(1) TECHNICAL PERFORMANCE CATEGORY

Factors and Elements

- Design Performance
Feedback regarding design changes on waterfront
Design QA (for changes)
- Construction Performance
Implementation of QA Plan for Construction
Erection Schedule Adherence
Rework Required
Preventive Maintenance Program
Productibility/Production Feedback
Ships Cleaning
Compartment completion/closeout
Use of validated drawings (if applicable)
Use of Government-Furnished engineering
services
- Test and Trials
Readiness of ship at Builders Trial and Acceptance Trial
Test and Evaluation Program
Government test team support
Correction of Trial Deficiencies
Proficiency of system level tests and demonstrations
- Reliability and Maintainability
Implementation of Reliability and Maintainability Plan
Effectiveness of Reliability and Maintainability Plan

- Integrated Logistic Support
 - Provisioning Technical Documentation
 - Repair Parts Ordering
 - Technical Manuals
 - Logistic Support Analyses (if required)
 - Fitting Out Schedule
- Ship Characteristics
 - Weight and KG Control

(2) COST PERFORMANCE CATEGORY

Factors and Elements

- Cost Performance
- Early Cost Problem Identification and Correction

(3) SCHEDULE PERFORMANCE CATEGORY

Factors and Elements

- DODI 7000.2 Related Schedule Performance
- Overall Contract Schedule Performance
- Technical Milestone Performance
- Early Schedule Problem Identification and Correction

(4) MANAGEMENT PERFORMANCE CATEGORY

Factors and Elements

- Management Systems and Information
 - DODI 7000.2 Implementation including accuracy of data input
 - DODI 7000.2 Reports
 - Quarterly Program Reviews
 - Currency of System Descriptions
 - Determination of Physical Progress
- Program Management
 - Stability of Contractor project organization
 - Cooperation with Class Design Agent (if any)
 - Cooperation with Nucleus crew
 - Liaison with Navy Project Manager
 - Relationship with lead yard
 - Safety Program

- Contract Management
 - Priced Proposals (timely submission)
 - Contractor Attitude
 - Control of Possible Constructive Changes
 - Subcontract Management (if applicable)
 - Documentation of requests for equitable adjustments
 - Maintenance of ship option prices (if applicable)
- Procurement Management
 - Material Purchases
 - Purchase System
 - Follow ship Equipment Options (if applicable)
- Material Management
 - Number of Insurance Claims
 - Production Support
 - Fitting Out Support
 - Repairs to GFE
- Configuration Control
 - Contractor Configuration Plan Implementation (if required)
 - Engineering Change Proposal Processing
 - Standardization
- Data Management
 - CDRL Items
- FOMIS Management (if applicable)
 - FOMIS Implementation
- Personnel Management
 - Minimization of Turnover (stability of work force)
 - Training
 - Manpower Loading
- Supervisor's Support
 - Facilities
 - Services

(i) Evaluation Periods

(1) Performance evaluations will be conducted in accordance with the schedule below:

EVALUATION PERIOD

1st Quarter 1	9th Quarter 9
2nd Quarter 2	10th Quarter 10
3rd Quarter 3	11th Quarter 11
4th Quarter 4	12th Quarter 12
5th Quarter 5	13th Quarter 13
6th Quarter 6	14th Quarter 14
7th Quarter 7	15th Quarter 15
8th Quarter 8	16th Quarter 16
	nth Quarter n

(2) For purposes of this clause, it is understood and agreed that the terms "Evaluation Period" and "Quarter" are interchangeable.

(3) Within five working days following contract award, the Government will provide the Contractor with the specific factors and elements to be evaluated by the Evaluation Board for the first evaluation period.

(4) Except for the first evaluation period, the Government will provide the Contractor with the specific factors and elements to be evaluated by the Evaluation Board by at least thirty days prior to the beginning of each subsequent evaluation period. The Government may also provide the Contractor with specific factors and elements to be evaluated during later evaluation periods. The Government may also provide the Contractor with specific factors and elements to be evaluated during later evaluation periods.

(j) Award Fee Pool

(1) Award fee shall be available for the consideration of payment on the following basis:

<u>AWARD FEE POOL</u>		
<u>EVAL. PERIOD</u>	<u>AWARD FEE POOL (\$)</u>	<u>AWARD FEE POOL %</u>
1	_____	
2	_____	
3	_____	
4	_____	
5	_____	
6	_____	
7	_____	
8	_____	
9	_____	
10	_____	
11	_____	
12	_____	
13	_____	
14	_____	
15	_____	
16	_____	
n	_____	
TOTALS:	100.00

(2) Unearned fee from each period shall not be carried forward to a succeeding period.

(k) Performance Ratings

The award fee to be paid for each period shall be determined by applying the Adjective Ratings shown below to the factors to be evaluated by the Evaluation Board.

<u>Numerical Percentage of Available Award Fee</u>	<u>Adjective Rating</u>	<u>Adjective Definitions</u>
86 - 100	Outstanding	The Contractor's performance exceeds requirements by a substantial margin. There may be a few areas for improvement, but all are minor.

(1) Changes to Award Fee Pool

(1) Instead of changing the Award Fee Table on a change-by-change basis, the Contractor will submit a written proposal quarterly recommending changes to both the total amount of the award fee pool and the distribution of award fee dollars among the remaining evaluation periods. Such a proposal will also cover all contract changes adjudicated since the previous award fee adjustment.

(2) Upon reaching agreement with the Contractor regarding changes to the award fee pool dollars available and the distribution of such dollars, the Contracting Officer and the Contractor shall execute a bilateral contract modification setting forth the specific changes in the Award Fee Pool.

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AWARD FEE DETERMINATION IN EVENT OF
TERMINATION FOR CONVERIENCE

In the event that this contract is terminated in whole pursuant to the clause of the General Provisions entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT", the last award fee period shall end with the effective date of such termination. In this event, the amount of award fee, if any, determined to be otherwise payable shall be adjusted or prorated to reflect the difference, if any, in award fee periods resulting from termination.

PRICING OF CHANGES

(a) This contract provides for compensation adjustments for material, labor and indirect costs incurred in the performance of the contract. The compensation adjustments are based on changes in the BLS indices specified in the clause of the contract entitled "Compensation Adjustments (Labor and Material)" except when the BLS Indices are not available, the Contractor's estimate of escalation as agreed upon by the Contracting Officer, may be used for purposes of forward pricing. To preclude duplication of such compensation adjustments in the pricing of equitable adjustments under the "CHANGES" clause or equitable adjustments under other clauses of this contract price adjustments under this contract shall not include any amounts on account of the cost of labor, material and indirect costs in excess of the cost of such pricing element as of June 1978, the base month for pricing of this contract. To effect this result, the Contractor's proposals for any price adjustment under this contract shall be equitably adjusted first by negotiating the adjustment in escalated dollars to the mid-range of performance, negotiating the target profit on this base. To calculate target cost, the escalated dollars shall be reduced by the mutually agreed upon estimate of escalation to be recovered back to the point where the actual BLS Indices exist and, from there, to the contract base month. In the case where the date of the agreement is later than the date that the work was actually accomplished and in accordance with ASPR, the cost is based on return cost incurred, de-escalation shall be from the date of completion of performance rather than the date of the agreement. The contract target cost shall then be adjusted by the computed June 1978 equivalent costs and the target profit shall be adjusted by the negotiated profit (for the change) in escalated dollars.

(b) The effects of contract changes on the total amount of award fee available or on the distribution of award fee among evaluation periods will not be incorporated in the Contractor's contract change proposals, but will be handled in accordance with the clause of the contract entitled "AWARD FEE".

SECTION K - CONTRACT ADMINISTRATION DATA

(a) The work under this contract shall be under the cognizance of the Supervisor of Shipbuilding, Conversion and Repair, U.S. Navy (elsewhere called the "Supervisor").

(b) The Contract Administration Office is the office of the Supervisor.

(c) The Purchasing Office Representative is:

Naval Sea Systems Command

Washington, D.C. 20362

(d) Offerors shall indicate below the address to which payment should be mailed, if such address is different from that shown for the offeror.

(e) Contractor Correspondence

All written Contractor correspondence to NAVSEA, however addressed, shall be submitted through the Supervisor and signed by an authorized representative of the Contractor with an advance copy to NAVSEA (PMS). (The Contractor shall ensure that a list of such representatives is on file with the Supervisor.) Correspondence shall be submitted in the number of copies designated by the supervisor and shall normally be limited to one subject when referring to payments, changes, or delivery.

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PART III - GENERAL PROVISIONS

SECTION L-1 - INDEX OF APPLICABLE ASPR CLAUSES

SECTION L-2 - ADDITIONAL GENERAL PROVISIONS

SECTION L-3 - ALTERATIONS TO GENERAL PROVISIONS

PART III - GENERAL PROVISIONS

This Part III consist of:

SECTION L-1 - Index of Applicable ASPR Clauses

SECTION L-2 - Additional General Provisions

The clauses in L-1, listed by title, date and ASPR source number, are incorporated in the contract by reference and have the same force and effect as if set forth in their full text herein. All of these clauses may be found in Section VII of the 1976 Edition of the Armed Services Procurement Regulation (ASPR) and in change thereto promulgated by Defense Procurement Circulars (DPCs) which may be purchased from the Superintendent, U.S. Government Printing Office, Washington, D.C. 20402.

SECTION L-1 - INDEX OF APPLICABLE ASPR CLAUSES

<u>Clause Title and Date</u>	<u>ASPR Source</u>
Definitions (1962 Feb)	7-103.1
Extras (1949 JUL)	7-103.3
Variation in Quantity (1949 JUL)	7-103.4(a)
Assignment of Claims (1962 FEB)	7-103.8
Additional Bond Security (1949 JUL)	7-103.9
Federal, State and Local (Taxes (1971 NOV)	7-103.10(a)
Disputes(1958 JAN)	7-103.12(a)
Renegotiation(1959 OCT)	7-103.13(a)
Discounts (1968 JUN)	7-102.14

Contract Work Hours and Safety Standards Act-Overtime Compensation(1971 NOV)	7-103.16(a)
Walsh-Healey Public Contracts Act(1958JAN)	7-103.17
Equal Opportunity(1976 JUL)	7-103.18(a)
Officials Not to Benefit (1949 JUL)	7-103.19
Covenant Against Contingent Feet (1958 JAN)	7-103.20
Termination for Convenience of the Government(1974 OCT)	7-103.21(b)
Authorization and Consent (1964 MAR)	7-103.22
Notice and Assistance Regarding Patent and Copyright Infringement (1965 JAN)	7-103.23
Responsibility for Inspection (1968 SEP)	7-103.24
Pricing of Adjustments(1970 JUL)	7-103.26
Listing of Employment Openings (1975 JUN)	7-103.27
Notice to the Government of Labor Disputes (1958 SEP)	7-104.4
Filing of Patent Applications (1969 DEC)	7-104.6
Limitation of Liability - Major Items (1976 JUL) (Applicable to items having a unit price of over \$100,000)	7-104.45(b)
Identification of Technical Data (1975 MAR)	7-104.9(1)

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Duty Free Entry--Canadian Supplies (1977 APR)	7-104.32 DCP #76-7 29 Apr 1977
Utilization of Minority Business Enterprises (1971 NOV) (Applicable only if contract is in excess of \$5,000.00	7-104.36(a)
Minority Business Enterprises Subcontracting Program (1971 NOV) (Applicable only if contract is in excess of \$500,000.00	7-104.36(b)
Required Source for Jewel Bearings (1977 NOV)	7-104.37 DCP #76-13 18 Nov 1977
Required Sources for Minature and instrument Ball Bearings (1971 JUL)	7-104.38
Interest (1972 MAY)	7-104.39
Audit by Department of Defense (1975 JUN) (Applicable to formally advertised contracts which do not exceed \$100,000.00)	7-104.42(b)
Required Sources for Precision Components for Mechanical Time Devices (1971 AUG)	7-104.46
New Material (1965 JAN)	7-104.48
Excess Profit (1957 JUN)	7-104.11(a)
Competition in Subcontracting (1962 APR)	7-104.40
Affirmative Action for Handicap- ped Workers (1976 MAY)	7-103.28
Management Systems Requirements (1971 NOV)	7-104.50

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Material Inspection and Receiving Report (1969 DEC)	7-104.62
Government Delay of Work (1968 SEP)	7-104.77(f)
Payment of Interest on Contractors' Claims (1976 JUL)	7-104.82
Cost Accounting Standards (1975 FEB) (Not applicable to formally advertised contracts or to other contracts excepted by ASPR 3-1204)	7-104.83(a)
Administration of Cost Accounting Standards (1975 MAR)	7-104.83(b)
Preference for Domestic Specialty Metals (major Programs) (1974 APR)	7-104.93(a)
Data Requirements (1972 APR)	7-104.9(n)(1)
Patent Rights-Retention by the Contractor (long Form) or Patent Rights-Deferred (Long Form) (1977 AUG)	7-302.23(b) 7-302.23(c)
Clean Air and Water (1975 OCT)	7-103.29
Rights in Technical Data and Computer Software (1977 APR)	7-104.9(a) and (b) DPC #76-7 29 APR 1977
Notice of Imports--Possible Duty-Free Entru (1971 FEB)	7-104.31(b)
Qualified Products--Components (1969 DEC)	7-2003.7
Deferred Ordering of Technical Data or Computer Software (1974 NOV)	7-104.9(m)
Value Engineering Incentive (1977 SEP)	7-104.44(a)(1) (2) & (6) DCP #76-10 26 SEP 1977

Restrictive Markings on Technical Data (1975 MAR)	7-104.9(p)
Military Security Requirements (1971 APR)	7-104.12
Utilization of Small Business Concerns (1958 JAN) (Applicable only if contract is in excess of \$500,000.00)	7-104.14(b)
Examination of Records by Comptroller General (1975 JUN)	7-104.15
Gratuities(1952 MAR)	7-104.16
Convict Labor (1975 OCT)	7-104.17
Priorities, Allocations, and Allotments(1975 OCT)	7-104.18
Non-Use of Foreign Flag Vessels Engaged in Cuban and North Vietnam Trade (1966 APR)	7-104.19(d)
Utilization of Labor Surplus Area Concerns (1978 JUN) (Applicable only if contract is in excess of \$5,000.00)	7-104.20(a)
Labor Surplus Area Subcontracting Program(1978 JUN) (Applicable only if contract is in excess of \$500,000.00)	7-104.20(b)
Equal Opportunity Pre-Award Clearance of Subcontracts (1971 OCT)	7-104.22
Subcontracts (1977 APR)	7-104.23(a)
Government Property(Fixed Price) (1968 SEP)	7-104.24(a) as modified by (c)
Quality Program(1967 AUG)	7-104.28
Price Reduction for Defective Cost or Pricing Data-Price Adjustments(1970 JAN) (Applicable only if contract is in excess of \$100,000.00)	7-104.29(b)

SECTION L-2 - ADDITIONAL GENERAL PROVISIONS

INDEX OF CLAUSES

CLAUSE TITLE

Additional Definitions

Navy Reorganization

Restrictions of Section 203,
Public Law 91-441

Changes (1972 JUL) (NAVSEA Vessel
Contract, Alterations to Standard
Form 32, General Provisions (Supply
Contract)

Inspection

Default

Technical Data--Withholding of Payments

Order of Precedence

Buy American Act (Revised)

Additional Information for Notice to
the Government of Labor Disputes

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PART IV - DOCUMENTS AND ATTACHMENTS

SECTION M - LIST OF DOCUMENTS AND ATTACHMENTS

- ATTACHMENTS

SECTION M - DOCUMENTS AND ATTACHMENTS

This Contract consists of the following and the Documents and Attachments described in Paragraph 1 below:

- I. Cover Sheet (Standard Form 26)
- II. The Schedule (Sections E through K)
- III. The General Provisions (Section L)
- IV. The List of Documents and Attachments
(Items that are identical to those provided under Follow-On Ship Class shipbuilding contracts will not be provided again under this contract.)

1. The documents and attachments that will form a part of the contract will be listed here. The types of items listed are:

Contract Data Requirements List (DD Form 1423)
Data Item Descriptions (DD Form 1664)
Specifications for the Follow Ship
Schedule A-Government-Furnished Equipment (GFE)
Schedule B-Engineering Services
Schedule C-Government Furnished Information (GFI)
Security Classification Specification (DD Form 254)
Financial Accounting Data Sheet (NAVMAT Form 7300/10)
Description of Tests Satisfied by Lead Ship
Management Systems Summary List (DD Form 1660)
List of Follow Ship Standardized Equipment Options
Listing of Purchase Orders for Follow Ship Standard-
ization Equipments.
Lead Ship Weight Estimate
List of Equipment Mockups
National Stock Number and Provisioning Screening
Requirements
Physical Progress Weighting Factors for Material and
Labor Progress
Class Design Agent Information
Shock Design Criteria
List of Follow Ship List Equipment
List of Previously Furnished Contractor-Furnished
Components
Lead Ship Class Equipment Purchase Specifications

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Unit Price Analysis Form (NAVSEA Form 4280/2
Modifications, HMRS and FMRS included in Follow
Ship Specifications
R&M Program Summary
Summary of Contract Data Requirements List
(CDRL) Changes