

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DC-A3	PAGE OF PAGES 1 18		
2. CONTRACT (Proc. Inst. Ident.) NO. H92222-08-C-0039		3. EFFECTIVE DATE 19 Sep 2008		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. F2VUE28254A002			
5. ISSUED BY HQ USSOCOM SOAL-K ATTN: SANDRA SMITH 7701 TAMPA POINT BLVD MACDILL AFB FL 33621-5323		CODE H92222	6. ADMINISTERED BY (If other than Item 5) DCMA ST PETERSBURG GADSDEN BLDG SUITE 200 9549 KOGER BLVD. ST PETERSBURG FL 33702-2455		CODE S1105A SCD: B		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) REVENGE ADVANCED COMPOSITES, LLC JONATHAN SADOWSKY 12705 DANIELS DR CLEARWATER FL 33762-4728			8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)				
			9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days				
			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G		
CODE 4D9T0		FACILITY CODE F2VUE2		12. PAYMENT WILL BE MADE BY DPAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264			
11. SHIP TO/MARK FOR HQ USSOCOM SOAL-CCEMO (b)(3) 10 U.S.C. § 130b, (b)(6) 7701 TAMPA POINT BLVD MACDILL AFB FL 33621-5323		13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()					
		14. ACCOUNTING AND APPROPRIATION DATA See Schedule					
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT					\$6,120,210.00		
16. TABLE OF CONTENTS							
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X	E	INSPECTION AND ACCEPTANCE	8	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return 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.)				18. [] 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 consummates 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.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER SANDRA L. SMITH / CONTRACTING OFFICER TEL: 813-826-7335 EMAIL: smithsl@socom.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 19-Sep-2008	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	CEILING AMOUNT
0001		1	Each	\$6,120,210.00	\$6,120,210.00

Fixed Price Incentive (FPI).

FFP

The contractor will provide an advanced carbon fiber composite special operations craft in accordance with Section C, Statement of Work and Section J, Exhibit A, Contract Data Requirements List, Data Items Nos. A001-A004. Partial payments are not authorized for this effort. There will be one lump sum payment for delivery of the craft against this CLIN.

INCENTIVE FOR EARLY DELIVERY.

The contractor agrees to the following incentive payment arrangement:

Contract delivery date is 2 March 2009. If delivered on that date the contractor will receive a total amount of \$5,620,210.00.

The Government is providing an early delivery incentive as follows: if the contractor delivers on 16 January 2009, the contractor shall receive an incentive of \$500,000.00 and authorized to invoice for a total amount of \$6,120,210.00; OR \$17,241.00 per day for each government business day prior to 2 March 2009. In either of these cases, the total contract price ceiling of \$6,120,210.00 shall not be exceeded.

FOB: Destination

PURCHASE REQUEST NUMBER: F2VUE28254A002

NET AMT

\$6,120,210.00

ACRN AA

\$4,122,240.00

CIN: F2VUE28254A0020001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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9000

\$0.00

Additional Funding for CLIN 0001

FFP

FOB: Destination

PURCHASE REQUEST NUMBER: F2VUE28254A002

NET AMT

\$0.00

ACRN AB

\$1,997,970.00

CIN: F2VUE28254A0029000

Section C - Descriptions and Specifications

STATEMENT OF WORK**Advanced Carbon Fiber Composite Special Operation Forces Craft****16 September 2008****1. INTRODUCTION.**

a. Special Operations Forces (SOF) maritime combatant craft are employed typically under extremely harsh environmental conditions. Current SOF combatant craft are the product of legacy design, hull construction technology, and materials. The demand placed on these vessels has increased greatly and the limitations of the construction and design technology used at that time are evident, especially in the fields of structural fatigue and ride quality. With a new set of metrics required for the SOF community, legacy technologies must give way to newer innovations in order to equip the SOF warrior with the best tools to complete their mission. As such, USSOCOM needs to investigate the applicability of new technologies and innovations into the construction of future SOF combatant craft.

b. The use of advanced carbon fiber composite for construction may provide overall higher performance metrics as well as extended operational lifespan and reduced maintenance costs. USSOCOM wants to investigate the applicability of composite materials into maritime craft that will be utilized in harsh environments. The results of this research and development project will provide a comparison to current SOF construction methods particularly cost in construction, schedule to produce and overall performance.

2. SCOPE.

a. Research Objective. The main research objective is to evaluate the use of an advanced carbon fiber process on a combatant craft at approximately half-scale size of a MkV SOC. The composite fiber will have to be shaped and constructed to enable use on a SOF combatant craft. If successful, then it should demonstrate the following:

- (1) Be utilized in a highly efficient, durable and agile advanced hull form that has improved ride quality over conventional deep-vee monohulls.
- (2) Be utilized in scalable production processes.
- (3) Be robust, reliable and provide for ease of hull maintainability; integrated with mechanical and electrical systems capable of surviving in a demanding maritime environment.
- (4) Demonstrate an improvement over a craft of standard composite capable of infiltration and extraction and maritime interdiction operations.
- (5) Withstand speeds in excess of 37 knots in a Sea State 3.
- (6) Improved station keeping capability and maneuverability due to weight savings.
- (7) Reduced development time.
- (8) Reduction in life cycle materials cost.
- (9) Reduction in labor costs.
- (10) Ease of transportability for evaluation and testing.

b. Performance. The contractor shall be responsible for the design, selection, installation, operation, and testing of all systems and components which are necessary or required, whether prescribed or implied, for the correct operation of the craft. The contractor shall be responsible for the design of the hull envelope, interior and exterior arrangements, and all other features of the craft. The contractor shall be responsible for all engineering calculations that are necessary to ensure proper craft design, operations, and performance and demonstrating that the craft conforms to the SOW and regulatory agency requirements.

The contractor is responsible for ensuring full compliance with the contract terms, conditions, performance, and operating requirements. These requirements take precedence over the contractor's proposal, unless terms and conditions are clearly called out in the Exceptions/Conditions section of the contractor's proposal.

c. Deliverables.

(1) Design, fabricate, outfit, and deliver an advanced carbon fiber composite craft technology demonstrator. The advanced carbon fiber composite craft will have at a minimum the following capabilities:

(a) The entire craft shall be designed and constructed to withstand the hydrodynamic and hydrostatic pressures, acceleration, vibration and other loads imposed during severe marine service in the harsh operating environment. The craft will routinely operate in sea state 3. It shall be operable at full load in seas up to and including sea state 4, and it shall be capable of remaining afloat and maintaining steerage in sea state 5.

(b) Sufficient functional sensors in place to capture data such as load values during rough sea conditions located sufficiently throughout the craft to provide conclusive understanding of craft performance and effects on personnel onboard. (CDRL A001 – Strain Gage/Accelerometer Sensor Plan).

(c) Navigation systems sufficient to safely navigate independently to and from confined inter-coastal waters to the open ocean and return. This includes navigation lights as described in American Boat and Yacht Council (ABYC) Standard A-16.

(d) Sufficient excess onboard power to supply additional sensor platforms, military communication systems and basic navigation lighting.

(e) VHF communications suitable for use in the marine environment.

(f) Autopilot with sufficient safety features to disengage in the event of a human casualty such as man overboard.

(g) Systems monitoring capability to capture and accurately relay to onboard craft operators timely and critical status information regarding navigation and onboard components such as engines and electronics. The engine monitoring system shall at a minimum log the operating hours.

(h) Maximum use of available craft volume for on board stowage and safe transport of military hardware and payload considerations.

(i) Human Systems Interface shall be considered throughout the optimization process with particular attention to crew accessibility and protection from the marine environment. The craft design shall take into account all aspects of human factors for safety of crew and passengers while underway.

(j) Craft shall be delivered on an adequately sized, rugged, heavy duty, trailer capable of off-road operations on unimproved roads. Trailer shall be capable of launch and recovery of the craft from improved and unimproved ramps.

(k) Exterior surfaces, exposed metal parts, and exposed outfit, unless otherwise noted, shall be lusterless dark gray or flat black. (Color No. 36076 of FED-STD-595C may be used as a guide.)

(l) Labels shall be installed as necessary to provide required information to operators and maintainers.

(m) The Contractor shall use American Bureau of Shipping (ABS) Rules for High Speed Naval Craft in the construction of the craft or demonstrate through modeling, prototyping or engineering analysis that the craft meets or exceeds ABS established rules and guidelines for strength and fatigue life only.

(2) Contractor shall provide eight sample coupons for independent outside government testing and evaluation. Configuration of the sample coupons should be:

- 1.) Uni-Prepreg Carbon&Aramid, 18"W x 24"L, 0.1" Thick
- 2.) Uni-Prepreg Carbon&Aramid&Glass, 18"W x 24"L, 0.1" Thick
- 3.) Quad-Prepreg Carbon&Aramid, 18"W x 24"L, 0.1" Thick
- 4.) Quad-Prepreg Carbon&Aramid, 18"W x 18"L, 0.2" Thick
- 5.) Quad-Prepreg Carbon&Aramid&Glass, 18"W x 24"L, 0.1" Thick
- 6.) Quad-Prepreg Carbon&Aramid&Glass, 18"W x 18"L, 0.2" Thick
- 7.) Quad-Prepreg Carbon&Aramid Sandwich, 12"W x 18"L, 2 plies Thick
- 8.) Quad-Prepreg Carbon&Aramid&Glass Sandwich, 12"W x 18"L, 2 plies Thick

(3) Contractor shall provide the following Engineering Reports (CDRL A002).

(a) Strain Gage/Accelerometer Sensor Report shall compare actual data to Computational Fluid Dynamics (CFD) predictions at various sea states and present findings.

(b) Contractor shall show that a carbon composite craft can be built to meet requirements for strength and fatigue life as set forth in ABS Rules for High Speed Naval Craft. Where rules or guidelines are not directly

applicable to advanced composite construction, propose justifiable alternative criteria for ABS review and concurrence. Provide application documentation submitted to ABS to include request for ABS to provide a copy of their findings "Statement of Fact" directly to the government program office.

(4) Contractor shall provide the following operator and maintenance documentation (CDRL A003).

(a) Maintenance Plan - For all major subsystems, provide OEM or contractor recommended craft maintenance concept and requirements to include potential levels of repair, repair of composite materials, and identification of any specialized tooling or support equipment required. Include all OEM maintenance manuals.

(b) Operator's Manuals - provide all OEM and contractor specific operator manuals.

(c) Identify a warranty coverage table for the overall craft and contractor subsystems, include any qualifying OEM subsystems, and provide copies of warranties.

(5) Contractor shall conduct builder's trials, document results in accordance with test plan procedures, and provide a test report demonstrating that the craft conforms to the SOW. (CDRL A004)

(6) Contractor shall provide for follow-on warranty support for 6 months for maintenance and on-site technical assistance.

(7) Contractor shall provide for maintenance and on-site technical assistance during government acceptance trials, for a period of 30 days.

3. PHASES. The project is divided into phases for ease of task management.

a. PHASE ONE: Sample Coupons.

(1) Deliver the eight (8) sample coupons to the government 30 days after contract award.

b. PHASE TWO: Craft Manufacturing/Fabrication.

(1) At fifty percent (50%) craft fabrication and assembly the contractor shall provide for government review of the craft and deliver the following document: Strain gage/Accelerometers Sensor Plan (CDRL A001).

c. PHASE THREE: Builders Trials and Deliverables.

(1) Conduct Builders Trials.

(2) Contractor shall deliver the following documents:

(a) Deliver the Strain Gage/Accelerometer Sensor Report (CDRL A002)

(b) ABS Application Documentation and Findings (CDRL A002)

(c) Deliver a report providing test results from builder's trials (CDRL A004)

(d) Maintenance Plan and Manuals (CDRL A003)

(e) Operators Manuals (CDRL A003)

(f) Warranty Coverage Table and Instructions (CDRL A003)

(3) Deliver craft and trailer and all supporting materials to the government.

(4) Provide maintenance and technical assistance/support to the government during government acceptance testing.

4. INSPECTION. The Government and/or its duly authorized representative will make regular visits during all phases of the contract for quality assurance purposes. Observations made by the Government or its designated representative are for the sole benefit of the Government and do not relieve the Contractor of its responsibilities to provide adequate quality control measures or conform to the requirements of this contract. The Government

representative does not have any authority to change any term or condition of this contract without written authorization by the Contracting Officer.

5. PERIOD OF PERFORMANCE. The design, construction/fabrication, and delivery of the deliverables will be negotiated. Maintenance and on-site technical assistance for government acceptance testing will conclude within 30 days upon delivery of the craft to the government.

6. CONTRACT DATA REQUIREMENTS LIST (CDRL). All data requirements shall be traceable to specific tasks defined in this SOW as outlined above.

7. PACKAGING, HANDLING, SHIPPING AND TRANSPORTATION. The contractor shall be responsible for packaging, handling, shipping and transportation of the craft, trailer, and all supporting materials to the government at a designated place at or near MacDill AFB, FL. The government will provide the designated location 5 days prior to contractor's anticipated delivery date. The contractor is responsible for notifying the government of anticipated delivery date 30 days prior to the anticipated date.

References:

1. American Bureau of Shipping (ABS) Standards for High Speed Naval Craft
2. American Boat and Yacht Council (ABYC) Standards and Recommended Practices for Small Craft (July 2007)
3. International Standards Organization (ISO) 9000 Series
4. American National Standards Institute/American Society for Quality Q9000 Series
5. MIL-HDBK-6161A(SE) Configuration Management Guidance
6. FED-STD-595C Colors Used in Government Procurement

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
9000	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15

Stop-Work Order

AUG 1989

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9770400.56SF SE7 52SN S200MV 000000 59200 046402 667100 F67100 ALD:AA FSR: 004574 PSR: 202387 DSR: 304269
 AMOUNT: \$4,122,240.00
 CIN F2VUE28254A0020001: \$4,122,240.00

AB: 9770400.56SF SE7 52ST S200MV 000000 59200 046402 667100 F67100 ALD: AB FSR: 005205 PSR: 447668 DSR: 304309
 AMOUNT: \$1,997,970.00
 CIN F2VUE28254A0029000: \$1,997,970.00

CLAUSES INCORPORATED BY FULL TEXT

5652.232-9003 Paying Office Instructions (2005)

(a) The Primary Contracting Office Point of Contact is: Sandra Smith, 7701 Tampa Point Blvd., MacDill AFB FL 33621-5323, smiths1@socom.mil, 813-826-7335.

(b) The Administrative Contracting Office Point of Contact is: (b)(3) 10 U.S.C. § 130b, (b)(6) DCMA St. Petersburg, Gadsden Bldg, Suite 200, 9549 Koger Blvd., St Petersburg, FL 33702-2455, (b)(6)

(c) The "Contracting Officer's Representative is: (b)(3) 10 U.S.C. § 130b, (b)(6) 7701 Tampa Point Blvd., MacDill AFB FL 33621-5323, (b)(6)

(d) Invoice(s) should be forwarded directly to the following designated billing office:

(e) Payment will be made by the office designated in Block 12 on Standard Form 26. Payment to the contract shall be made via electronic deposit through Wide Area Workflow, <https://wawf.cb.mil>. For assistance contact DCMA St. Petersburg ACO noted above.

(end of clause)

5652.232-9004 Distribution of Vouchers/Invoices (2005)

(a) The contractor shall forward vouchers/invoices electronically via Wide Area Work Flow (WAWF) using the addresses and points of contact listed in 5652.232-9003 above.

(b) Contract Completion voucher shall be submitted to DCMA office/ACO stated in 5652.232.9003 above.

(c) Transmission of multiple copies of vouchers/invoices to one electronic address is not required when electronic submission of vouchers/invoices is required by the contract.

(d) The contractor is directed to go to <https://wawf.cb.mil> and self-register if an account has not already been established. Contact your DCMA office for assistance. Computer-based training (CBT) is available at the website <http://wawftraining.com>.

(end of clause)

TYPE OF DOCUMENT:

Vendor/Contractor CAGE CODE:

ISSUING OFFICE DODAAC:

CONTRACT ADMIN DODAAC:

INSPECTION DODAAC/BPN: PLUS SIX EXT:

ACCEPTOR / SHIP TO DODAAC/BPN: PLUS SIX EXT:

LOCAL PROCESSING OFFICE: PLUS SIX EXT:

PAY/DISBURSING OFFICE DODAAC:

E-MAIL POINT OF CONTACT LISTING (maximize use of group e-mail accounts):

INSPECTOR:

ACCEPTOR:

CONTRACT ADMINISTRATOR:

CONTRACTING OFFICER:

ADDITIONAL CONTACT:

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-20 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) - Alternate II	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2008
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.232-1	Payments	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004

52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7003	Item Identification and Valuation	AUG 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7014 (Dev)	Preference for Domestic Specialty Metals (Deviation 2008-00002)	JUN 2005
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7019	Restriction on Acquisition of Foreign Anchor and Mooring Chain	JUN 2005
252.225-7025	Restriction on Acquisition of Forgings	JUL 2006
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	DEC 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

5652.201-9002 Authorized Changes Only by Contracting Officer (2005)

The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as part of this contract. Except as specified herein, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause in Section I. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof. The email and telephone number of the Contracting Officer, Sandra Smith, is 813-826-7335, smiths1@socom.mil.

(end of clause)

5652.204-9002 Instructions for the Use of Electronic Contracts (2000)

In accordance with DoD policy, this solicitation and the resulting contract will be executed and documented through electronic means. As a result, the use of the terms "documented," "copy," "printed," "in writing," or "written" within this document shall refer to all electronically transmitted documents that will become part of the electronic contract file and an official government record. Any reference to official signatures and signed documents shall refer to electronic signatures. Whenever an electronic signature is used it shall have to full force and effect as a handwritten signature.

(end of clause)

5652.204-9003 Disclosure of Unclassified Information (2007)

a. On September 21, 2001, the Department of Defense designated Headquarters US Special Operations Command (USSOCOM) a sensitive unit, as defined by Title 10 United States Code (USC) Section 130b (10 USC 130b). In keeping with this designation, unclassified information related to USSOCOM military technology acquisitions managed by USSOCOM or any of its component commands, will be designated Controlled Unclassified Information (CUI). As such, the contractor hereby unequivocally agrees that it shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document,

contractor's external website, newspaper, magazine, journal, corporate annual report, etc.), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval. Furthermore, any release of information which associates USSOCOM, Special Operation Forces (SOF), or any component command with an acquisition program, contractor, or this contract is prohibited unless specifically authorized by USSOCOM.

b. Request for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The contractor shall submit the request to the Contracting Officer at least 45 days before the proposed date for release for approval. No release of any restricted information shall be made without specific written authorization by the Contracting Office.

c. The Contractor shall include a similar requirement in each subcontract under this contract. Subcontractors shall submit request for authorization to release through the prime contractor to the Contracting Officer.

d. The Contractor further understands that Title 18 USC Section 701 specifically prohibits the use of the USSOCOM emblem or logo in any medium (e.g., corporate website, marketing brochure, news paper, magazine, etc.) unless authorized in writing by USSOCOM. Forward any request to use the USSOCOM emblem or logo through the Contracting Officer.

(end of clause)

5652.209-9003 Use of Contractor Support/Advisory Personnel as Contract Specialists (2005)

The contractor's attention is directed to the fact that contractor personnel may assist the Government in a contract administrator role for administration of this contract. Execution of this contract constitutes approval to release the contract and contractor's proposal to Government Support Contractors who have signed Non-Disclosure and Rules of Conduct/Conflict of Interest Statements.

(end of clause)

5652.235-9000 Conduct of Research (2003)

(a) The contractor shall bear primary responsibility for the research to be conducted under this contract.

(b) The contractor shall change the phenomenon under study, the stated objectives of the research, or the methodology, only after obtaining the Contracting Officer's written approval.

(c) The contractor shall change the principal investigator or project leader only after obtaining the Contracting Officer's written approval.

(d) The contractor shall advise the Contracting Officer if the principal investigator or project leader will, or plans to, devote substantially less effort to the work than anticipated.

(end of clause)

5652.237-9000 Contractor Personnel Changes (1998)

- (a) The contractor shall have the right to remove his personnel assigned to perform the tasks hereunder and to substitute other qualified personnel provided that the Contracting Officer is notified of such removal and replacement. The contractor shall notify the Contracting Officer prior to such change, giving the new employee's name, security clearance and technical qualifications.
- (b) Any removals or replacements for the convenience of the contractor shall be at no additional cost to the Government. Cost to be borne by the contractor include but are not limited to time of travel, travel and training costs for replacement personnel.
- (c) Removals or replacements of contractor personnel shall be considered for the convenience of the contractor except when such removal is for:
- (1) employees removed as a result of cancellation or completion of the contract,
 - (2) employees replaced due to death or incapacitating illness or injury,
 - (3) or employees removed or replaced at the Government's request.
- (d) If any employee removes him/herself from the employ of the contractor, such removal will be at no additional cost to the Government.

(end of clause)

5652.237-9001 Key Personnel Requirements (2003)

- (a) Certain experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. Such personnel are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal. The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with the following:
- 1) If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall, subject to the concurrence of the Contracting Officer or an authorized representative, promptly replace personnel with personnel of equal ability and qualifications.
 - 2) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute, and any other information requested by the Contracting Officer. The Contracting Officer shall promptly notify the contractor of approval or disapproval in writing.
- (b) If the Contracting Officer determines that suitable and timely replacement of Key Personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair successful completion of the contract, the Contracting Officer may terminate the contract for default or for the convenience of the Government, as appropriate, or make an equitable adjustment to the contract to compensate the Government for any resultant delay, loss or damage.
- (c) The follow positions are identified as Key Personnel:

Mr. Jon Sadowsky
Mr. Greg McLaughlin
Mr. David E. Jones
Mr. Mark Jacobs
Mr. Mark Penrod
Mr. Steve Austin

(end of clause)

5652.239-9000 Privacy or Security Safeguards. (2000)

(a) The details of any privacy or security safeguards that may be revealed to the contractor by the Government in the course of performance under this contract shall not be published or disclosed in any manner without the Contracting Officer's express written consent.

(b) The Government shall be afforded full, free, and uninhibited access to all facilities, installations, technical capabilities, operations, documentation, records, and data bases for the purpose of carrying out a program of inspection to ensure continued efficacy and efficiency of safeguards against threats and hazards to data security, integrity, and confidentiality.

(c) If either the Government or the contractor discovers new or unanticipated threats or hazards, or if existing safeguards have ceased to function, then a mutual agreement shall then be reached on the changes or corrections to existing safeguards or institution of new safeguards, with final determination of appropriateness to be determined by the Government. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, unless the ineffectiveness of existing safeguards is due to the fault of the contractor in which case the Government is not liable for any equitable adjustment.

(d) The Government shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from the discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

(e) The contractor agrees to incorporate this clause in all subcontracts at all tiers.

(end of clause)

Section J - List of Documents, Exhibits and Other Attachments

EXHIBITS

A 4 pages Contract Data Requirements List (CDRL) DD 1423s 4 September 2008

<i>CONTRACT DATA REQUIREMENTS LIST</i> <i>(1 Data Item)</i>				Form Approved OMB No. 0704-0188													
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR No. Listed in Block E.																	
A. CONTRACT LINE ITEM NO. 0001		B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u> _____														
D. SYSTEM/ITEM Advanced Carbon Fiber Composite Craft		E. CONTRACT/PR NO. H92222-08-C-0039		F. CONTRACTOR Revenge Advanced Composites, LLC													
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Engineering Plans		3. SUBTITLE														
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE SOW Para 2.c.(1)(b) and 3.b.(1)		6. REQUIRING OFFICE SOAL-NS-C													
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY Once	12. DATE OF FIRST SUBMISSION End of Phase 2	14. DISTRIBUTION SOAL-NS-C													
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION N/A	a. ADDRESSEE	b. COPIES												
16. REMARKS Contractor format is acceptable. Strain Gage/Accelerometer Sensor Plan – identify the type of sensors used, location/placement of sensors to include drawings, rationale/justification for selected placement.				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">Draft</th> <th colspan="2" style="text-align: center;">Final</th> </tr> <tr> <th style="width: 50%;">Reg</th> <th style="width: 50%;">Repro</th> <th style="width: 50%;">Reg</th> <th style="width: 50%;">Repro</th> </tr> <tr> <td style="height: 100px; vertical-align: top;"></td> <td style="vertical-align: top; text-align: center;">1</td> <td></td> <td></td> </tr> </table>		Draft		Final		Reg	Repro	Reg	Repro		1		
Draft		Final															
Reg	Repro	Reg	Repro														
	1																
Reports shall be transmitted electronically to the addresses listed in Block 14. Hard copies will not be accepted.				15. TOTAL													
G. PREPARED BY		H. DATE		J. DATE 4 September 2008													
		I. APPROVED BY (b)(3) 10 U.S.C. § 130b, (b)(6)															

(1 Data Item)

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR No. Listed in Block E.

A. CONTRACT LINE ITEM NO. 0001		B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>												
D. SYSTEM/ITEM Advanced Carbon Fiber Composite Craft		E. CONTRACT/PR NO. H92222-08-C-0039			F. CONTRACTOR Revenge Advanced Composites, LLC										
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM Engineering Reports			3. SUBTITLE										
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE SOW Para 2.c.(3) and 3.c.(2)		6. REQUIRING OFFICE SOAL-NS-C			17. PRICE GROUP							
7. DD 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY Once		12. DATE OF FIRST SUBMISSION End of Phase 3		14. DISTRIBUTION SOAL-NS-C		18. ESTIMATED TOTAL PRICE					
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION N/A		a. ADDRESSEE		b. COPIES					
16. REMARKS Contractor format is acceptable.										Draft		Final			
												Reg		Repro	
										(b)(3) 10 U.S.C. § 130b, (b)(6)		1			
2. ABS application documentation and request ABS provide a copy of their findings "Statement of Fact" directly to the government program office.															
Reports shall be transmitted electronically to the addresses listed in Block 14. Hard copies will not be accepted.															
15. TOTAL										1					
G. PREPARED BY		H. DATE								J. DATE 4 September 2008					

(1 Data Item)

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Office for the Contract/PR No. Listed in Block E.

A. CONTRACT LINE ITEM NO. 0001		B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>		
D. SYSTEM/ITEM Advanced Carbon Fiber Composite Craft		E. CONTRACT/PR NO. H92222-08-C-0039	F. CONTRACTOR Revenge Advanced Composites, LLC		
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Operator and Maintenance Documentation		3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE SOW Para 2.c.(4) and 3.c.(2)	6. REQUIRING OFFICE SOAL-NS-C		17. PRICE GROUP
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY Once	12. DATE OF FIRST SUBMISSION End of Phase 3	14. DISTRIBUTION SOAL-NS-C	18. ESTIMATED TOTAL PRICE
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION N/A	a. ADDRESSEE	b. COPIES
16. REMARKS Contractor and OEM format is acceptable. Documentation shall be provided in its final form for the following: 1. Maintenance Plan and Manuals, including trouble shooting procedures. 2. Operator manuals and procedures. 3. Warranty Coverage Table to include instructions for accomplishing warranty work. <i>Reports shall be transmitted electronically to the addresses listed in Block 14. Hard copies will not be accepted.</i>				(b)(3) 10 U.S.C. § 130b, (b)(6)	Final Reg 1
15. TOTAL				1	
G. PREPARED BY	H. DATE	I. APPROVED BY (b)(3) 10 U.S.C. § 130b, (b)(6)		J. DATE 4 September 2008	

Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO.
0001

C. CATEGORY:
TDP _____ TM _____ OTHER X

E. CONTRACT/PR NO.
H92222-08-C-0039

F. CONTRACTOR
Revenge Advanced Composites, LLC

2. TITLE OF DATA ITEM
Test Documentation

3. SUBTITLE

5. CONTRACT REFERENCE
SOW Para 2.c.(5)
and 3.c.(2)

6. REQUIRING OFFICE
SOAL-NS-C

17. PRICE GROUP

9. DIST STATEMENT
REQUIRED

10. FREQUENCY
Once

12. DATE OF FIRST SUBMISSION
End of Phase 3

14. DISTRIBUTION
SOAL-NS-C18. ESTIMATED
TOTAL PRICE

11. AS OF DATE

13. DATE OF SUBSEQUENT SUBMISSION
N/A

a.	ADDRESSEE
	b. COPIES

Contractor format is acceptable.

Test plan and results for builder trials:

1. Test plan and test results, due upon completion of builder trials.

*Documents shall be transmitted electronically to the addresses listed in Block 14. **Hard copies will not be accepted.***

15. TOTAL	
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G. PREPARED BY

H. DATE

J. DATE

30 May 2008