

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A70	PAGE OF PAGES 1   39
2. CONTRACT NUMBER	3. SOLICITATION NUMBER N00164-04-R-8528	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 11 AUG 2004	6. REQUISITION/PURCHASE NO. 85E00 /4819-5585+
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CRANE DIVISION CODE 1165ZG, BLDG 3291 300 HWY 361, CRANE, IN 47522-5001		CODE N00164	8. ADDRESS OFFER TO (If other than Item 7)		

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

**SOLICITATION**

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in N/A until 13 SEP 2004 local time 2:00 EST.

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

10. FOR INFORMATION CALL:	A. NAME S. R. BURRIS	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS susan.burris@navy.mil
		AREA CODE 812	NUMBER 854	EXT. 3696	

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**OFFER (Must be fully completed by offeror)**

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

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

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE   NUMBER   EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**SECTION "B" NOTES:**

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
<b>0001</b>	<b>High Performance Mobility FLIR (HPMF) System.</b> Includes: 320x240 Focal Plane Array (FPA), Stabilized Gimbal  Assembly (SGA) with FLIR Sensor, I2 Sensor, Laser Rangefinder, Laser Pointer, INS, GPS Receiver, GPS Antennas; Control Electronics Unit (CEU), and Hand Control Unit (HCU), Display Bracket Assembly (DBA), Resuable Shipping Container. System manufactured in accordance with (IAW) Crane Statement of Work (SOW) in Section "C" and Crane Performance Specification (PS) PS/04/805/035, Exhibit "B" hereto.	1	MIN 90 EA	MAX EA See Price Matrix Below

<u>QTY</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>
	<u>YEAR 5</u>			
1 - 5 EA	\$ _____	\$ _____	\$ _____	\$ _____
6 -10 EA	\$ _____	\$ _____	\$ _____	\$ _____
11-20 EA	\$ _____	\$ _____	\$ _____	\$ _____
21-50 EA	\$ _____	\$ _____	\$ _____	\$ _____
51-90 EA	\$ _____	\$ _____	\$ _____	\$ _____

<b>0002</b>	<b>HPMF Mechanical Install Kit.</b> Includes SGA Mount Assembly, CEU Mount Assembly, Control Station  Assembly (CSA), and fasteners.	MIN 1	MAX 90	EA	See Price Matrix Below
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<u>QTY</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>
	<u>YEAR 5</u>			
1 - 5 EA	\$ _____	\$ _____	\$ _____	\$ _____
6 -10 EA	\$ _____	\$ _____	\$ _____	\$ _____
11-20 EA	\$ _____	\$ _____	\$ _____	\$ _____
21-50 EA	\$ _____	\$ _____	\$ _____	\$ _____
51-90 EA	\$ _____	\$ _____	\$ _____	\$ _____

<b>0003</b>	<b>HPMF Cable Kit.</b>	MIN 1	MAX 90	EA	See Price Matrix Below
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<u>QTY</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>
	<u>YEAR 5</u>			
1 - 5 EA	\$ _____	\$ _____	\$ _____	\$ _____
6 -10 EA	\$ _____	\$ _____	\$ _____	\$ _____
11-20 EA	\$ _____	\$ _____	\$ _____	\$ _____
21-50 EA	\$ _____	\$ _____	\$ _____	\$ _____
51-90 EA	\$ _____	\$ _____	\$ _____	\$ _____

<b>0004</b>	<b>Stabilized Gimbal Assembly (SGA).</b>	MIN 0	MAX 9	EA	See Price Matrix Below
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<u>QTY</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>
	<u>YEAR 5</u>			
1 - 5 EA	\$ _____	\$ _____	\$ _____	\$ _____
6 - 9 EA	\$ _____	\$ _____	\$ _____	\$ _____



Below

<u>QTY</u>	<u>YEAR 1</u> <u>YEAR 5</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>
1 - 5 EA	\$ _____	\$ _____	\$ _____	\$ _____
6 -10 EA	\$ _____	\$ _____	\$ _____	\$ _____
11-20 EA	\$ _____	\$ _____	\$ _____	\$ _____
21-40 EA	\$ _____	\$ _____	\$ _____	\$ _____
41-64 EA	\$ _____	\$ _____	\$ _____	\$ _____

**0011** **Data** in accordance with DD 1423s as attached in Section "J" herein. 1 LO NSP  
NOT SEPARATELY PRICED

**0012** **Training Classes** to be provided one per year. MIN MAX  
0 12

<u>QTY</u>	<u>YEAR 1</u> <u>YEAR 5</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>
1 -12 EA	\$ _____	\$ _____	\$ _____	\$ _____

**SECTION "B" NOTES**

- (1) SECTION "K" herein will be incorporated by reference and made a material part of any resultant contract in accordance with FAR 15.406-1(b).
- (2) The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center, Crane, IN 47522.
- (3) Delivery orders shall be placed against this contract using a DD 1155.
- (4) Delivery orders placed under this contract shall be placed no later than FIVE YEARS FROM EFFECTIVE DATE OF THE CONTRACT.
- (5) The Government shall have GOVERNMENT PURPOSE data rights to all data generated in accordance with DFARS 252.227-7013.
- (6) Pricing Matrix Quantity Range – (CLINS 0001, 0002, 0003, 0004, 0005, 0006, 0008, 0009, 0010, and 0012)—Offerors shall fill in proposed pricing per CLIN on the above schedules for CLINS identified above in this note. All quantities and years must be priced. The anniversaries for the contract years coincide with the contract award date and consist of 365 days per year, with the exception of leap years, which consist of 366 days per year. The years commence upon contract award.

## SECTION "C" - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### STATEMENT OF WORK FOR THE HIGH PERFORMANCE MOBILITY FLIR SYSTEM

#### 1.0 Scope

This Statement of Work (SOW) sets forth the requirements for the procurement, assembling, test, system spares, associated installation and cable assemblies and kits, Integrated Logistics Support, and technical documentation for the High Performance Mobility FLIR (HPMF) System.

#### 2.0 Applicable Documents

##### 2.1 Specifications, Standards, and Handbooks

The following specifications and documents form a part of this SOW to the extent specified herein.

#### PERFORMANCE SPECIFICATION

PS/04/805/035 Performance Specification for HPMF System, July 2004

#### MILITARY HANDBOOKS

MIL-HDBK-61A Configuration Management, Feb 2001

#### OTHER PUBLICATIONS.

ANSI/ASQC Q9001 Quality Systems – Model for Quality Assurance in Design, Development, Production, Installation, and Servicing, 1994

ANSI/EIA-649-1998 National Consensus Standard for Configuration Management, 10 July 1998

ANSI Z136.1-2000 Safe Use of Lasers, 2000

N00164-98-D-0037 Maritime Forward Looking Infrared (MARFLIR) Contract, 1998

##### 2.2 Order of Precedence

In the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document supersedes applicable Federal, State or Local Laws and regulations unless a specific exemption has been obtained.

#### 3.0 Requirements

##### 3.1 General

The Contractor shall provide the HPMF System in accordance with this SOW and the performance requirements contained in the HPMF System Performance Specification, PS/04/805/035, referred herein as Performance Specification. The HPMF System shall as a minimum consist of the following: Stabilized Gimbal Assembly (SGA), Control Electronics Unit (CEU), Hand Control Unit (HCU), Display Bracket Assembly (DBA), Automatic GyroNull; Heading Hold; AutoFocus; Digital Electronics and Image Processing; Six Mode Target Tracker; Installation Kit; Interface Cable Kit; and reusable shipping container. The SGA consists of the following: Forward Looking Infrared Sensor (FLIR) with 320x240 Focal Plane Array (FPA) and digital video processing; Laser Rangefinder; Laser Pointer; Image Intensifier Sensor; Inertial Navigation System (INS); Global Positioning System (GPS) Precise Positioning Service (PPS) Host Application Equipment (HAE) with Selective Availability Anti-Spoofing Module (SAASM); GPS antennas and cables; optics and zoom lenses.

The Contractor shall utilize the MARFLIR documentation developed and delivered per the Contract Data Requirements Lists (CDRLs) of the MARFLIR Contract N00164-98-D-0037 as a basis in developing, updating, and revising the documentation

required in this SOW for the HPMF System.

The Contractor is encouraged to propose technological improvements, as appropriate. The Contractor shall have an integrated support process that includes having all management, administration, and product description data available digitally on optical media (i.e. CD-ROM). The Government will conduct a Post Award Conference within 30 days after contract award at a mutually agreeable time. Data required from this contracting action shall be delivered in English with applicable numbering in English or metric units. A copyright release letter shall be provided to authorize the Government unconditional rights to reproduce and use the submitted contract information for official Government business use.

## 3.2 Quality

### 3.2.1 Quality Program

The Contractor shall have a quality system that ensures conformance to contractual requirements and meets the requirements of ISO 9001, or an equivalent quality system model.

### 3.2.2 Quality Conformance Inspections and Tests.

The Contractor shall ensure each production HPMF System undergoes Contractor's Acceptance Testing. This testing shall be conducted in accordance with (IAW) the Contractor's Acceptance Test Plan (ATP). The Contractor shall provide to the Government all acceptance test results and, as applicable, discrepancy reports with corrective actions taken for each HPMF System delivered. The Contractor shall ensure a Government representative witnesses acceptance testing. The Contractor shall only deliver items to the Government that have successfully passed the Contractor's ATP as witnessed by a Government representative. The Contractor shall submit their ATP(s) to the Government for approval. The Government approved ATP(s) will be the basis for acceptance at Destination and/or Origin of the HPMF Systems. **(CDRL A001)**

The Government reserves the rights to test, validate, verify, and/or certify any and all of the HPMF System's performance parameters to verify compliance with the Performance Specification and this SOW.

The Contractor shall make available for Government's review, all previous and current test results concerning the performance, reliability, maintainability, availability, environmental conditions, shock, vibration, electromagnetic interference (EMI) emission and susceptibility and safety on the HPMF System.

## 3.3 Program Support

### 3.3.1 Program Management.

The Contractor shall be responsible for overall HPMF System performance and shall define and maintain appropriate subcontract and associate contract relationships to support all necessary requirements, allocations and interfaces. The Contractor shall designate a central point of contact for substantive communication with the Government.

### 3.3.2 Progress Updates.

The Contractor shall provide updates to the Government upon request to include status of deliveries and warranty repair activities.

### 3.3.3 Program Reviews

The Contractor shall be responsible for attending up to four (4) project reviews per year for the life of this contract at the facilities located at Naval Surface Warfare Center Crane Division (NSWCC) Crane, Indiana. The Contractor shall be prepared during all Program Reviews to address the contract performance at the total level and at lower level elements and performing organization levels. Contractor performance discussions shall include but not be limited to: schedule, technical performance, risk elements and assumptions, work around plans, anticipated problems, and estimates to complete remaining work.

## 3.4 Reliability and Maintainability

### 3.4.1 Field Failure Summary Analysis, and Corrective Action Reporting

The Contractor's existing data collection, analysis, reporting and corrective action system will be used for tracking failures. Failure data shall be isolated to the lowest replaceable assembly (LRU). The Contractor shall notify the Government of failure trends that need to be addressed to prevent re-occurrence and/or improve system reliability.

### 3.4.2 Mean Time Between Failure (MTBF)

The HPMF System shall be capable of continuous operations with a Mean Time Between Failure (MTBF) of 440 hours with a goal of 1000 hours. The Contractor shall propose a method to calculate the MTBF for the fielded systems to verify compliance for approval by the Government. If it is determined that the system and/or specific Lowest Replaceable Unit (LRU) is not meeting the

MTBF requirements, then the contractor shall provide spares of the applicable LRU at no cost to the Government so that the computed MTBF shall equal the contract requirements of at least 440 hours.

#### 3.4.3 Preventative and Scheduled Maintenance

The Contractor shall provide the preventative and scheduled maintenance required at the Operator level for the HPMF System and include in the Operator's Technical Manual.

#### 3.4.4 Performance

The Contractor shall notify the Government of any and all performance related data that would both positively and negatively impact the reliability, maintainability, availability, and/or supportability of the HPMF System. The Government may test, validate, verify, and/or certify any and all of the HPMF System's performance parameters to verify compliance with the Contract.

### 3.5 Safety

#### 3.5.1 Laser Safety

The Class 1 Eye Safe Laser Range Finder and the Laser Pointer shall be compliant with the requirements of ANSI Z136.1-2000. The HPMF System will be evaluated by the Navy Laser Safety Review Board (LSRB) for compliance with the requirements. The Government will verify compliance with ANSI Z136.1-2000 and pursue a military exemption from the FDA for this system.

### 3.6 Configuration Management

#### 3.6.1 Configuration Management Program.

The Contractor shall have an established, Government verifiable, Configuration Management Program with control systems in place for the complete HPMF System including configuration identification of each hardware and software configuration item for the Contract Life. The Contractor shall control the Product Baseline (PBL) using their change control and engineering release processes. The PBL shall support interchangeability and interoperability to the replaceable part level. All baselines shall be documented in the Contractor's configuration status accounting database.

#### 3.6.2 Product Baseline.

The Contractor shall establish the Product Baseline (PBL) and Build of Materials (BOM) at the time of contract award.

#### 3.6.3 Engineering Change Proposal.

The Contractor shall implement and control changes to the PBL and BOM via the Engineering Change Proposal (ECP) Process for Contractor and Government recommended and Government approved changes per ANSI/EIA-649. MIL-HDBK-61A may be used as guidance. The Contractor shall submit for approval by the Government, Class I ECPs, Request for Deviations, and Notice of Revisions for those proposed changes affecting form, fit, function, reliability, cost and maintainability for both hardware and software. (CDRL A002, A003, A004)

The Contractor shall notify the Government if the ECP is of a nature that, without implementation, will adversely affect system performance, personnel safety, and/or impact delivery schedules as part of the submission. The Contractor shall provide ECP(s) via electronic mail.

The Government will review the ECP for acceptance or rejection within 30 days after receipt of the ECP. The Government will notify the Contractor within 30 days of the receiving the ECP if additional information is required to process the ECP.

The Contractor shall not implement an ECP without approval by the Government in the form of a contract modification or notification by the Contracting Officer. The Contractor shall not assume concurrence if no response has been received after the 30 days. The Contractor may withdraw the ECP if the Government has not provided a response within 30 days of the submission.

The Contractor should contact the Contracting Officer or the Contracting Officers Representative if no response has been received within 30 days.

#### 3.6.4 Non-Class I Changes

For those changes not affecting form, fit, or function (i.e. parts, substitution, changes not impacting contract/delivery schedule, or cost, etc.), the Contractor shall provide a Class II engineering change notification per ANSI-EIA649. MIL-HDBK-61A may be used as guidance. The Government review of Class II changes during production will consist of a technical evaluation of the change and of material substitutions to support concurrence with the release of the Class II change. The Contractor shall obtain Government concurrence prior to or concurrent with the release of the Class II change. The Government will review the Class II change and provide concurrence within 5 days after receipt of the submission and/or request additional information. The Contractor shall assume total risk for implementation of changes prior to notification of Government concurrence. The Contractor

may withdraw the Class II change if the Government has not responded with the 5 days of the submission. (CDRL A002)

### 3.6.5 Configuration Status Accounting

The Contractor shall maintain Configuration Status Accounting (CSA) information into a Configuration Management (CM) database per ANSI/EIA-649. MIL-HDBK-61A may be used as guidance. The CM database shall include such information as the as-designed, as-built, as-delivered, or as-modified configuration of any serial numbered unit of the product as well as any replaceable component within the product. Status of Class I and Class II changes will be entered into the Contractor's CSA system upon receiving Contracting Officer approval or concurrence, as applicable. The Contractor shall provide revision labels by serial number for each Lowest Replaceable Unit (LRU) as delivered and modified during service. (CDRL A005)

## 3.7 Warranty Repair

### 3.7.1 Warranty Repair Turnaround Time for Production Units

The Contractor shall possess resources, procure, and maintain an adequate supply of Lowest Replaceable Units (LRU) to respond to a 20 day service turnaround time for the production units for the duration of the warranty period upon receipt of the equipment for warranty repairs or, if applicable, after receipt of a Delivery Order for non-warranty repairs.

## 3.8 Training and Training Support

### 3.8.1 Course Curriculum Training Materials

The Contractor shall provide a training support package that will provide operator and maintenance training that will support "Train the Trainer/Train the Maintainer" type of New Equipment Training. The training support package shall consist of Student and Instructor Trainee Guide, Course Objectives with Lesson Plans, Test Package, Program of Instruction including Training Course Schedule and syllabus, and other training aids for 20 students and provide on a CD-ROM. (CDRL A006)

The Contractor shall provide training utilizing a Contractor owned fully operational HPMF System at the Contractor's or Government Facility. If the Contractor requires the use of a Government owned HPMF, they shall notify the Government within 30 days prior to conducting the training. If Government assets are utilized, the Contractor shall provide compensation to the Government in the form of additional training classes at no additional cost to the Government. If conducted at the Contractor's facility, the facility must have a targeting range to fire lasers and to allow for the tracking of moving targets.

The Contractor shall identify any technical training equipment required to support HPMF System Training.

### 3.8.2 Operator Course

The Operator training shall be provided and comprised of those functions that the equipment user is required to perform in order to operate and maintain the HPMF System. The training instructions shall include fundamentals of thermal imaging, theory of operations, installation/removal procedures, operation, skill development and practical applications required to set up, check out, operate all equipment and run diagnostics. The course shall support all operator tasks.

### 3.8.3 Maintenance Course

The Maintenance course shall be provided and include the O and D level maintenance concepts, the use of support equipment, troubleshooting techniques, LRU removal and replacement, adjustments, Built-In-Test/Fault Isolation Test (BIT/FIT), and performance verifications. The training course shall be set up to indoctrinate the students to become proficient in operation, maintenance and repair to the level of training other students (train-the-trainer).

### 3.8.4 Training Materials

Training aids for presentation shall be a form suitable for overhead projections (viewgraphs), whiteboard presentations, drawings and/or CD-ROM. An Operator and Maintenance Technical Manual shall be provided to each student. A certificate of training shall be completed by the Contractor for each student who satisfactorily completes a Contractor's training course.

The Contractor shall grant the Government the authority to reproduce, update, or change the data contained in the Training Curriculum and Training Materials. All Training Materials shall duplicate as much as necessary those items that will be used in the real operational environment.

## 3.9 Technical Data

### 3.9.1 Technical Manuals

The Contractor shall utilize the MARFLIR System Technical Manual (P/N 16081-000) as the basis for the HPMF Technical Manual. The Contractor shall provide an Illustrated Parts Breakdown (IPB) with tabulated parts information in the Technical

Manual to support the ability to order repair items and consumables as defined in the maintenance chapters. The Interface Control Drawings and Specifications shall be included in the Technical Manual. The Contractor shall deliver the technical manuals with each system in both hard copy and CD-ROM. The technical manual on CD-ROM shall be Microsoft Word/Excel/Powerpoint with viewer software (CDRL A007)

### 3.9.2 Technical Manual Validation/Verification

The Contractor shall validate the completeness and technical accuracy of the technical manual by applying the following steps:

- (1) Performing each procedure.
- (2) Performing a desktop validation of all non-procedure text and graphics.
- (3) Supply validated copies of the Technical Manual to the Government.
  
- (4) Provide a certificate of validation certifying accuracy.
- (5) Coordinate verification meeting with the Government to complete validation/verification of technical manual.

The Government will perform a verification to ensure the accuracy and completeness of the technical manuals. Upon completion of the verification effort, the Contractor shall incorporate all verification changes at no additional cost to the Government.

### 3.9.3 Interface Control Drawings

The Contractor shall provide Interface Control Drawings (ICDs) as part of the PBL that will include drawings that clearly show the HPMF LRUs, cable assemblies and interconnects, and installation components. The ICD shall include tables that clearly describe in full detail all cable signal functions and descriptions and connector information that will aid the Government to troubleshoot the HPMF System. The ICD shall include any limitations of the length of the individual cable assemblies. (CDRL A008)

## 3.11 Installation Kits, Cable Kits, and Cable Assemblies

### 3.11.1 Installation Kit

The Contractor shall provide Installation Kits for the maritime crafts and ground vehicles. The Installation Kit, as a minimum, shall contain the following items: SGA mounting assemblies for mounting onto the MK16 machine gun mount stand, maritime craft arches, fixed and telescoping masts; CEU mount assembly with Dzus or equivalent quick release fasteners; HCU mount assembly; Display mount assembly; and interface power control box with built-in circuit breakers. The mount assemblies shall include fasteners. In addition, the Contractor shall provide a breakout of the Installation Kit to facilitate ordering replacements. The Contractor shall submit the proposed Installation Kits to the Government for approval. (CDRL A009)

### 3.11.2 Cable Kits and Assemblies

The Contractor shall provide Cable Kits for the HPMF System for installation on the maritime crafts and ground vehicles. The Cable Kits shall consist of all the interface cable assemblies necessary for the HPMF System to power up and operate from the maritime crafts and ground vehicles. The individual cable assemblies will vary in lengths from 1ft to a maximum of 200ft. The Government will advise the Contractor of the cable lengths required for each Cable Kit upon the Contractor delivery of the Interface Control Drawings (ICD). The MARFLIR Craft A Cable Kit may be used as an example of the required cable lengths if the HPMF ICD is similar. In addition, the Contractor shall provide a breakout of the Cable Kits to facilitate ordering replacement individual cable assemblies. The Contractor shall submit the proposed Cable Kits and individual cable assemblies to the Government for review. (CDRL A010)

## 3.12 Support Equipment

### 3.12.1 Non-Standard Tools, Test Equipment and Calibration Requirements

The Contractor shall notify the Government of any non-standard tools, software, hardware, or test equipment required to support the HPMF System.

## 3.13 Packaging, Handling, Storage And Transportation

### 3.13.1 Reusable Shipping Container

The Contractor shall ensure that the HPMF System is packaged in one commercially available (i.e. Pelican) ruggedized plastic shipping container with easily securable latches. The HPMF System including the installation kit and interface cable assemblies shall be fully assembled and placed as compactly and efficiently as plausible to protect the equipment from damage during shipping and handling. The Contractor shall ensure these containers are waterproof and vaporproof and shall ensure the containers have provisions for securing with a padlock, multiple handles, pressure relief valve, and custom foam inserts that do

not absorb fresh or salt water. The Contractor shall ensure the HPMF System, when packed in its shipping containers, will be capable of being transported on standard transportation systems by commercial or military carriers.

The Contractor shall submit the proposed shipping container and layout to the Government for approval (CDRL A011).

### 3.12 Foreign Military Sales (FMS) And Direct Commercial Sales (DCS)

The acquisition of the HPMF System is intended for use by the Special Operation Forces and is considered as Special Operations peculiar equipment, components, technologies and technical data. In order to prevent unauthorized release regarding the HPMF System, the Contractor shall sign a non-disclosure statement with the Government agreeing not to share or release HPMF System specific technical data without express written concurrence by the Contracting Officer at NSWC Crane Division. In event where HPMF specific technical data duplicates technical data for the Contractor's existing or future products, the Contractor shall insure such technical data does not reference the HPMF program or Special Operations. In addition, the Contractor shall not be involved with FMS or DCS related to the HPMF System.

### 3.13 Communication Security Requirements

The Contractor shall obtain and maintain a Communication Security (COMSEC) account for the purposes of receiving and storing classified material, hardware, and procuring, support warranty, depot repair, and maintenance of Global Positioning System (GPS) Precise Positioning Service (PPS) Host Application Equipment (HAE) with Selective Availability Anti-Spoofing Module (SAASM) and associated devices required for the HPMF System. The Contractor shall obtain authorization from the NAVSTAR GPS JPO prior to attempting to procure the GPS PPS HAE SAASM and associated devices. The Contractor shall specify the quantity to be procured as part of the authorization. The Contractor shall not sell, loan, lease, or otherwise provide the GPS PPS HAE SAASM devices or disclose details of the devices to any other organization without prior NAVSTAR GPS Joint Program Office (JPO) authorization. The Contractor shall comply with the NAVSTAR GPS SAASM Requirements per CJCSI 6140.01A dated 31 Mar 2004.

### **ITEM(S) 0011--DATA REQUIREMENTS (NAVSEA) (SEP 1992) (5402)**

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

### **ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993) (5407)**

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

### **LIMITATION OF LIABILITY - HIGH VALUE ITEMS (NAVSEA) (JUN 1992) (5414)**

The following items are subject to the clause of this contract entitled "LIMITATION OF LIABILITY--HIGH VALUE ITEMS" (FAR 52.246-24):  
CLINS 0001, 0004, and 0005.

### **ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) (5415)**

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

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Text)

**PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990) (5416)**

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

**UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994) (5420)**

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

## SECTION "D" - PACKAGING AND MARKING

### DATA PACKAGING LANGUAGE (5503)

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

### IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996) (5504)

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

(1) Parts shall be marked in accordance with generally accepted commercial practice.

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

### MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996) (5505)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

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

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

### WARRANTY NOTIFICATION FOR ITEM(S) 0001-0010 (NAVSEA) (NOV 1996) (5507)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT N00164-04-D-\_\_\_\_\_ TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR 12 months FROM DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE NOTIFY Mr. Todd Stine, Code 805E, Bldg 3291, NSWC, Crane Division, Crane, IN 47522-5001 AND PCO.

### MARKING OF WARRANTED ITEMS (NAVSURFWARCENDIV)(5508)

(a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.

(b) Warranted items shall be marked with the following information:

(1) National stock number or manufacturer's part number

(2) Serial number or other item identifier (if the warranty applies to uniquely identified items)

(3) Contract number

(4) Indication that a warranty applies

(5) Manufacturer or entity (if other than the contractor) providing the warranty

(6) Date or time when the warranty expires

(7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

**MARKING FOR SHIPMENT (5511)**

The Contractor shall mark all shipments under a resulting contract to include the following items:

Contract Number; Item Number; Lot Number (when applicable); Part Number; National Stock Number; Contractor Model Number; Serial Number; Packing Date; Attn: Mr. Todd Stine, Code 805E, Bldg. 3291.

**PROHIBITED PACKING MATERIALS (5512)**

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

**INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)**

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

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

**UNPACKING INSTRUCTIONS: COMPLEX OR DELICATE EQUIPMENT (5514)**

Location on Container. When practical, one set of the unpacking instructions will be placed in a heavy water-proof envelope prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container in a protected location, preferably between the cleats on the end of the container adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked "UNPACKING INFORMATION".

Marking Containers. When unpacking instructions are provided shipping containers will be stenciled "CAUTION-THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED (state where located)." When practical, this marking will be applied adjacent to the identification marking on the side of the container.

Marking. All shipping containers will be marked in accordance with the Military Standard Marking for Shipment and Storage, MIL-STD-129M.

**SECTION "E" - INSPECTION AND ACCEPTANCE**

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) CLAUSES

PART I

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.246-02	Inspection of Supplies--Fixed-Price	Aug 1996
52.246-16	Responsibility for Supplies	Apr 1984
<u>PART II</u>		
<u>DFARS Subsection</u>	<u>Title</u>	<u>Date</u>
252.246-7000	Material Inspection and Receiving Report	Mar 2003

CLAUSES IN FULL TEXT**HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999) (FAR 52.246-11)**

The Contractor shall comply with the higher-level quality standard selected below.

Title	Number	Date	Tailoring
ISO 9001			

in effect on the contract date.

**INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)**

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

**ACCEPTANCE VERIFICATION (5608)**

After delivery of supplies/services as defined in FAR 52.211-08, the Government shall accept/reject supplies/services to be provided hereunder within 30 days after receipt of supplies/services at NAVSURFWARCENDIV Crane.

**QUALITY SYSTEM REQUIREMENTS (NAVSEA) (MAY 1995) (5614)**

Quality System Requirements: The Contractor shall provide and maintain a quality system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ Q9001-2000 Quality Management System Standards imposed by this contract. The quality system procedures, planning, and all other documentation and data that comprise the quality system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality system or portions thereof when it fails to meet the contractual requirements.

**SECTION "F" - DELIVERIES OR PERFORMANCE****PART I**

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984
52.247-34	F.o.b. Destination	Nov 1991

**CLAUSES IN FULL TEXT****TIME OF DELIVERY (JUNE 1997) (FAR 52.211-8)**

(a) The Government requires delivery to be made according to the following schedule:

**REQUIRED DELIVERY SCHEDULE**

CLIN 0001—shall be delivered on or before 30 June 2005. Remaining delivery quantities after the minimum quantity of one each, will be a minimum of 2 each per month beginning 120 days after award of the delivery order.

Delivery for all other CLINs shall be specified in each delivery order.

**VARIATION IN QUANTITY (APR 1984) (FAR 52.211-16)**

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

(b) The permissible variation shall be limited to:

0 Percent increase

0 Percent decrease

This increase or decrease shall apply to all CLINS.

**DELIVERY LANGUAGE FOR F.O.B. DESTINATION (5704)**

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34). The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office. Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price. All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

**PLACE OF DELIVERY (5707)**

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

NAVSURFWARCENDIV  
 CODE 805E, BLDG 3291 TODD STINE  
 300 HWY 361  
 CRANE, IN 47522-5001

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 AM and 2:00 PM EST. The receiving facility for this material is closed on Saturdays and Sundays.

**SECTION "G" - CONTRACT ADMINISTRATION DATA**CLAUSES IN FULL TEXT

ACCOUNTING AND APPROPRIATION DATA SHALL BE ADDRESSED IN EACH INDIVIDUAL DELIVERY ORDER.

**SPECIAL PAYMENT INSTRUCTIONS**

- Payment instructions will be detailed in each individual delivery order.
- Payment is not to be pro-rated.
- ACRNs are to be paid in accordance with contractor's invoice.
- Disburse ACRNs in the order shown:

**SPECIAL INVOICE/BILLING INSTRUCTIONS**

- Invoicing Instructions will be detailed in each individual delivery order.
- The contract ACRN associated with each CLIN/SubCLIN shall be referenced on page 1 of the invoice by CLIN/SubCLIN.
- CLIN XXXX: Invoice ACRNs in the order shown:
- In addition to Payment Office copy, the contractor shall submit 1 copy of the invoice to:

VENDOR PAY  
 CODE 00M, BLDG 3173  
 NAVSURFWARCENDIV  
 300 HIGHWAY 361  
 CRANE IN 47522-5002

Or e-mail the invoice to the following address:

[cnin\\_Vendor\\_Pay@crane.navy.mil](mailto:cnin_Vendor_Pay@crane.navy.mil)

The subject line of the e-mail must read as follows:  
 Company Name/Contract Number/Order Number

**CNIN-G-0003 SUBMISSION OF INVOICES (FIXED PRICE)**

- (a) "Invoice" as used in this clause does not include contractor's requests for progress payments.
- (b) The contractor shall submit original invoices with 1 copy to the address identified in the solicitation/contract award form (SF 26 - Block 10; SF 33 - Block 23; SF 1447 - Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155 - Block 13 or SF 26 Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) The contractor shall prepare:
- a separate invoice for each activity designated to receive the supplies or services.
  - a consolidated invoice covering all shipments delivered under an individual order.
  - either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

**CNIN-G-0005 INVOICES FOR CLASSIFIED CONTRACTS**

To prevent disclosure of classified information, invoices submitted under this contract shall be so prepared that the supplies or services covered thereby can be identified only by reference to the contract. For example, the invoices may state "Contract Number, Item 0001, 100 EA @ \$1.00 - \$100.00." The security classification shown on the contract shall not appear on the invoice.

**PROMPT PAYMENT CONSTRUCTIVE ACCEPTANCE (5814)**

Constructive Acceptance as defined in the Prompt Payment Act is hereby changed as follows:

For the sole purpose of computing an interest penalty that might be due the contractor, government acceptance shall be deemed to have occurred constructively on the 30th day after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision.

The due date for payment is defined in FAR 52.232-25, Prompt Payment, (Oct 2003), paragraph (a)(1) as follows:

*Due date.*

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause (FAR 52.232-25), the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause (FAR 52.232-25).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

**CONTRACT ADMINISTRATION DATA LANGUAGE (5802)**

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF26 or SF33 as applicable.

**PURCHASING OFFICE REPRESENTATIVE LANGUAGE (5804)**

PURCHASING OFFICE REPRESENTATIVE: COMMANDER  
ATTN: CODE 1165ZG BLDG 3291  
NAVAL SURFACE WARFARE CENTER  
CRANE DIVISION  
CRANE IN 47522-5011  
Telephone No. 812-854-3696

**SECURITY ADMINISTRATION (5806)**

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

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

\* To be filled in at time of award.

**EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995) (5810)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

**CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001) (5811)**

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

<u>Name</u>	<u>Phone</u>	<u>E-mail Address (optional)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**PAYMENT STATUS INQUIRIES (5812)**

Status of invoice payments can be obtained from the following web site:

[www.dfas.mil/money/vendor](http://www.dfas.mil/money/vendor)

If the **payment is being made by DFAS—Columbus** use the **MOCAS Vendor Pay Inquiry System (VPIS)** site listed on the above web site. It is recommended that the vendor download the "MOCAS VPIS Help Guide" and "Reason and Remark Code Document". You must then register by clicking on "User Registration" under the subheading "MOCAS Vendor Pay Inquiry System" before payment inquiries can be made.

If payment is being made by **other than DFAS-Columbus**, status of invoice payment can be obtained through the **Non-MOCAS System** by cage code, contract number or DUNS number at the above listed web site.

To determine which system to use see the following blocks of your contract document for payment offices designation:

<u>Document</u>	<u>Block</u>
SF 26 Award/Contract	12
SF 33 Award/Contract	25
SF 1449 Solicitation/Contract/Order for Commercial Items	18a
DD1155 Order for Supplies or Services	15



## **SECTION "H" - SPECIAL CONTRACT REQUIREMENTS**

### **ADDITIONAL DEFINITIONS (MAY 1993) (NAVSEA 5252.202-9101)**

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
  - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
  - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

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

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 91718-8000

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

### **TECHNOLOGY IMPROVEMENTS (OCT 1991)**

After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, technology improvements to the equipment, software specifications, or other requirements of the contract. These improvements may be proposed to save money, to improve performance, to save energy or for any other purpose which presents a technological advantage to the Government. As part of the proposed changes, the Contractor shall submit a price proposal to the Contracting Officer for evaluation. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the contract.

As a minimum, the following information shall be submitted by the Contractor with each proposal:

- A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
- Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
- An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;
- An evaluation of the effects the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation and conversion (including Government application software); and
  - A statement of the time by which the contract modification adopting the proposal must be issued so as to obtain the

- maximum benefits of the changes during the remainder of this contract including supporting rationale; and
- Any effect on the contract completion time or delivery schedule shall be identified.
- The Government reserves the right to require a rerun of selected portions of the live test demonstration to verify the proposed improvement, at no additional charge to the Government.
- The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" Clause of this contract.
- The Contracting Officer may accept any proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice will be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing contract.
- If a proposal submitted pursuant to this clause is accepted and applied to this contract, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the procedures of the "Changes" clause. The resulting contract modification will state that it is made pursuant to this clause.

(End of clause)

**SECTION "I" - CONTRACT CLAUSES**  
**PART I**

<u>FARSubsection</u>	<u>Title</u>	<u>Date</u>
52.202-01	Definitions	Dec 2001
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr1984
52.203-06	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-07	Anti-Kickback Procedures	Jul 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2003
52.204-02	Security Requirements	Aug 1996
52.204-04	Printing/Copying Double-Sided on Recycled Paper	Aug 2000
52.204-07	Central Contractor Registration	Oct 2003
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Debarment	Jul 1995
52.211-05	Material Requirements	Aug 2000
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-02	Audit and Records Negotiation	Jun 1999
52.215-08	Order of Precedence-Uniform Contract Format	Oct 1997
52.215-09	Changes or Additions to Make-or-Buy Program	Oct 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	Oct 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	Oct 1997
52.215-12	Subcontractor Cost or Pricing Data	Oct 1997
52.215-13	Subcontractor Cost or Pricing Data—Modifications	Oct 1997
52.215-14	Integrity of Unit Prices (Oct 1997)--Alt I	Oct 1997
52.215-15	Pension Adjustments and Asset Reversions	Jan 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	Oct 1997
52.215-19	Notification of Ownership Changes	Oct 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	Oct 1997
52.219-08	Utilization of Small Business Concerns	May- 2004
52.219-09	Small Business Subcontracting Plan (Jan 2002)—Alternate II	Oct 2001
52.219-16	Liquidated Damages – Subcontracting Plan	Jan 1999
52.222-19	Child Labor – Cooperation with Authorities and Remedies	Jan 2004
52.222-20	Walsh-Healey Public Contracts Act	Dec 1996
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.223-06	Drug-Free Workplace	May 2001
52.227-01	Authorization and Consent	Jul 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.229-04	Federal, State, and Local Taxes (State and Local Adjustments)	Apr 2003
52.230-02	Cost Accounting Standards	Apr 1998
52.230-06	Administration of Cost Accounting Standards	Nov 1999
52.232-08	Discounts for Prompt Payment	Feb 2002
52.232-11	Extras	Apr 1984
52.232-17	Interest	Jun 1996
52.232-23	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
52.232-37	Multiple Payment Arrangements	May 1999

52.233-01	Disputes	July 2002
52.233-03	Protest After Award	Aug 1996
52.242-13	Bankruptcy	Jul 1995
52.243-01	Changes-- Fixed-Price	Aug 1987
52.243-07	Notification of Changes	Apr 1984
52.246-24	Limitation of Liability—High Value Items	Feb 1997
52.248-01	Value Engineering	Feb 2000
52.249-02	Termination for Convenience of the Government (Fixed-Price)	May 2004
52.249-08	Default (Fixed-Price Supply and Service)	Apr 1984
52.253-01	Computer Generated Forms	Jan 1991
	<u>PART II</u>	
<u>DFARS</u> <u>Subsection</u>	<u>Title</u>	<u>Date</u>
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Mar 1999
252.203-7002	Display of DOD Hotline Poster	Dec 1991
252.204-7000	Disclosure of Information	Dec 1991
252.204-7003	Control of Government Personnel Work Product	Apr 1992
252.204-7004	Central Contractor Registration – Alt A	Nov 2003
252.204-7005	Oral Attestation of Security Responsibilities	Nov 2001
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec 1991
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty	Nov 1995
252.209-7004	Subcontracting with Firms that are owned or controlled by the Government of a Terrorist Country	May 1998
252.211-7000	Acquisition Streamlining	Dec 1991
252.211-7003	Item Identification and Valuation	Jan 2004
252.215-7000	Pricing Adjustments	Dec 1991
252.215-7002	Cost Estimating System Requirements	Jul 1997
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	Apr 1996
252.223-7004	Drug-Free Work Force	Sep 1988
252.225-7004	Reporting of Contract Performance Outside the United States	Apr 2003
252.225-7012	Preference for Certain Domestic Commodities	Jun 2004
252.225-7013	Duty-Free Entry	Jan 2004
252.225-7014	Preference for Domestic Specialty Metals	Apr 2003
252.225-7016	Restriction on Acquisition of Ball or Roller Bearings	May 2004
252.225-7031	Secondary Arab Boycott of Israel	Apr 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	Jun 1998
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Oct 2003
252.227-7000	Non-Estoppel	Oct 1966
252.227-7013	Rights in Technical Data - Noncommercial Items	Nov 1995
252.227-7016	Rights in Bid or Proposal Information	Jun 1995
252.227-7025	Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends	Jun 1995
252.227-7030	Technical Data—Withholding of Payment	Mar 2000
252.227-7036	Declaration Of Technical Data Conformity	Jan 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	Sep 1999
252.231-7000	Supplemental Cost Principles	Dec 1991
252.242-7000	Postaward Conference	Dec 1991
252.243-7001	Pricing of Contract Modifications	Dec 1991
252.243-7002	Request for Equitable Adjustment	Mar 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)	Mar 2000
252.246-7000	Material Inspection and Receiving Report	Mar 2003
252.246-7001	Warranty of Data	Dec 1991
252.247-7023	Transportation of Supplies by Sea	May 2002

CLAUSES IN FULL TEXT**ORDERING (OCT 1995) (FAR 52.216-18)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of the contract through five years later.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**ORDER LIMITATIONS (OCT 1995) (FAR 52.216-19)**

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than 1 each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 90 each.

(2) Any order for a combination of items in excess of 90 each;

or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirement contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for the reasons. Upon receiving this notice, the Government may acquire the supplies or service from another source.

**INDEFINITE QUANTITY (OCT 1995) (FAR 52.216-22)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after completion of the last delivery order.

**SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6)(MAY 2004)**

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

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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

(c)

(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-08, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed

\$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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

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

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

**IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995) (DFARS 252.217-7026)**

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line	National	Commercial	Source of Supply			Actual
	Stock	Item	Company	Address	Part No.	Mfg?
Items	Number	(Y or N)				
(1)	(2)	(3)	(4)	(4)	(5)	(6)
(1) List each deliverable item of supply and item of technical data.						
(2) If there is no national stock number, list "none."						
(3) Use "Y" if the item is a commercial item; otherwise use "N." If "Y" is listed, the Offeror need not complete the remaining columns in the table.						
(4) For items of supply, list all sources. For technical data, list the source.						
(5) For items of supply, list each source's part number for the item.						
(6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.						

**STANDARD COMMERCIAL WARRANTY (6001)**

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

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of \\_\\_ months. (Offeror is to insert number.)

**SECTION "J" - LIST OF ATTACHMENTS****Exhibit "A" - Contract Data Requirements List (CDRL):**

<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
CDRL A001 (Acceptance Test Plan)	July 2004	2
CDRL A002 (Engineering Change Proposal (ECP))	July 2004	2
CDRL A003 (Request for Deviation (RFD))	July 2004	2
CDRL A004 (Notice of Revision (NOR))	July 2004	2
CDRL A005 (Configuration Status Accounting)	July 2004	2
CDRL A006 (Training Curriculum)	July 2004	2
CDRL A007 (Commercial Off-the-Shelf (COTS) Manual and Associated Supplemental Data)	July 2004	2
CDRL A008 (System Interface Control Specification)	July 2004	2
CDRL A009 (Product Drawings and Associated Lists)(Installation Kit)	July 2004	2
CDRL A010 (Product Drawings and Associated Lists)(Cable Kits)	July 2004	1
CDRL A011 (Product Drawings and Associated Lists)(Shipping Container)	July 2004	1
<b><u>Exhibit "B"</u> -</b>		
Performance Specification for HPMF PS/04/805/035	July 2004	15

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

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

PART I		
FAR Subsection	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Apr 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	Dec 2001
PART II		
DFARS Subsection		
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	Sep 1994

PROVISIONS IN FULL TEXT**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)**

(a) The offeror certifies that--

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

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

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

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

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

\_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

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

(a) *Definitions.*

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

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

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

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

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

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

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

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(f) *Common Parent.*

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

Name and TIN of common parent::

Name

TIN

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

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

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

is,  is not a women-owned business concern.]

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

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

\_\_\_\_\_(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a database for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)(FAR 52.209-5)**

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

- (A) Are \* are not \* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have \* have not \*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are \* are not \* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

**ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION (OCT 1997)(FAR 52.215-07)**

The offeror has (check the appropriate block):

() (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated \_\_\_\_ [insert date of signature on submission], which are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows [insert changes that affect only this solicitation; if "none", so state]:

() (b) Enclosed its annual representations and certifications.

**SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)(FAR 52.219-1) – Alt I (APR 2002)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 334511.

(2) The small business size standard is 750 [insert size standard].

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

(b) Representations.

- (1) The offeror represents as part of its offer that it \* is, \* is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.
- (6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –
- (i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
  - (ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

*Alternate I* (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

- (7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(1) of this provision]. The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.  
 \_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

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

The offeror represents that—

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

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

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

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

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

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

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

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

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

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

##### **I. Disclosure Statement -- Cost Accounting Practices and Certification**

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

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

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

(c) Check the appropriate box below:

\* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency

official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

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

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

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

\* (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

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

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

\* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

\* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

#### II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

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

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

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

#### III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

\* yes \* no

(End of Provision)

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

#### (a) Definitions.

As used in this provision --

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

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

(3) "Significant interest" means --

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

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

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

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

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

(b) *Prohibition on award.*

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.*

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

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

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

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

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

(b) Representation.

The Offeror represents that it--

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

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

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

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

It is requested that technical questions concerning this procurement be submitted, **in writing**, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 9 on page 1 addressed as follows:

Contracting Officer; Crane Division, Naval Surface Warfare Center; Attn: S.R. Burris, Code 1165ZG, Bldg. 64  
300 Highway 361; Crane, IN 47522-5011

**SPECIAL NOTICE** - Contractors must be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>. For further details regarding the requirements of CCR, offerors are advised to review the requirements of DFAR 252.204-7004 contained herein.

The mission at NAVSEA Crane is to provide quality and responsive acquisition services for this Command. In an effort to continue to improve our services, NAVSEA Crane is conducting a survey of our vendors. This survey may be found on the World Wide Web at the following address: <http://www.crane.navy.mil/supply/VendorSurvey.htm>. Your comments will help us determine if we are accomplishing this and show us ways to improve our processes. Please consider taking the time to complete the survey.

<u>PART I</u>		
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.204-06	Data Universal Numbering System (DUNS) Number	Jun 1999
52.215-05	Facsimile Proposals	Oct 1997
52.215-16	Facilities Capital Cost of Money	Jun 2003
<u>PART II</u>		
<u>DFARS Subsection</u>	<u>Title</u>	<u>Date</u>
252.204-7001	Commercial and Government Entity (CAGE) Code Reporting	Aug 1999
252.227-7017	Identification and Assertion of Use, Release or Disclosure Restrictions	Jun 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	Jun 1995

**PROVISIONS IN FULL TEXT****NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)**

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

**REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (FAR 52.215-20)****(a) Exceptions from cost or pricing data.**

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

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

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or

describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

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

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

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

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

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

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

Alternate II (Oct 1997). As prescribed in 15.408(l), add the following paragraph (c) to the basic provision:

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

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

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

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

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

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

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

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

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

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

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

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before

award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

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

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

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

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

The Government contemplates award of a firm-fixed-price supply contract resulting from this solicitation.

**PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999) (52.222-24)**

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.]

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

\_\_\_\_\_. [*Contracting Officer designate the official and location where a protest may be served on the Contracting Officer.*]

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

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

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

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

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

**FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)**

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the level specified in the DD 254 to be provided. Naval Surface Warfare Center, Crane Division will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

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

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

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

- (1) Any item of supply that is available in the commercial marketplace;
- (2) Any previously developed item of supply that is in use by a department or agency of the United States, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
- (3) Any item of supply described in paragraph (1) or (2) that requires only minor modification in order to meet the requirements of the procuring agency; or
- (4) Any item of supply that is currently being produced that does not meet the requirements of paragraph (1), (2), or (3) solely

because the item:

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

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

#### **SUBCONTRACT DATA REQUIRED (6410)**

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

#### **BLANKET EXEMPTION CERTIFICATE (6411)**

In accordance with the provisions of Title 6, Indiana Code, Articles 2.1 and 2.5, Crane Division, Naval Surface Warfare Center, Crane, Indiana, as a United States Government entity, is exempt from the imposition of any sales and use tax, and has been assigned Exemption Certificate Number 103400015.

#### **BUSINESS HOURS (6412)**

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

Note: The offeror shall complete the STANDARD COMMERCIAL WARRANTY text on page 25 of 38 herein. A copy of the offeror's warranty shall be submitted with the initial offer.

#### **WORLD WIDE WEB SOLICITATION INFORMATION (6418)**

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

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

**SECTION "M" - EVALUATION FACTORS FOR AWARD**

**SINGLE AWARD FOR ALL ITEMS**

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

PERFORMANCE SPECIFICATION  
FOR  
HIGH PERFORMANCE MOBILITY FORWARD LOOKING  
INFRARED (HPMF) SYSTEM (U)  
PS/04/805/035



CRANE DIVISION  
NAVAL SURFACE WARFARE CENTER  
MICROWAVE SYSTEMS DIRECTORATE  
NIGHT VISION AND CHEM/BIO SENSORS

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## PERFORMANCE SPECIFICATION

### HIGH PERFORMANCE MOBILITY FLIR SYSTEM

#### 1.0 Scope

This Performance Specification sets forth the performance requirements for the High Performance Mobility FLIR (HPMF) System.

#### 2.0 Applicable Documents

##### **2.1 Specifications, Standards, and Handbooks.**

The following specifications and documents form a part of this SOW to the extent specified herein:

##### **MILITARY STANDARDS**

- MIL-STD-810F Department of Defense Test Method Standard for Environmental Engineering Considerations and Laboratory Tests, 1 January 2000
- MIL-STD-1275B Department of Defense Interface Standard, Characteristics of 28 Volt DC Electrical Systems in Military Vehicles, 20 November 1997
- MIL-STD-461E Requirements for the Control of EMI Characteristics of Subsystems and Equipment, 20 Aug 1999
- MIL-STD-3009 Department of Defense Interface Standard, Aircraft Lighting, Night Vision Imaging System (NVIS) Compatible

##### **PERFORMANCE SPECIFICATIONS**

- MIL-PRF-A3279453 Image Intensifier Assembly, 18MM Micochannel Wafer Night Vision 10160C/AVS-6, 3 May 2002 MX-

##### **MILITARY HANDBOOKS**

- MIL-HDBK-454A General Guidelines for Electronic Equipment, 3 Nov 2000

##### **CODE OF FEDERAL REGULATIONS (CFR)**

- 46 CFR PART 111 Electric Systems – General Requirements
- 10 CFR Title 10, Part 20, Part 40
- 29 CFR Title 29, Part 1910.1200

##### **INSTRUCTIONS**

- OPNAVINST 5100.27 Navy Laser Hazard Control Program, Enclosure (2), 24 September 2002

##### **OTHER PUBLICATIONS**

- N00164-98-D-0037 Maritime Forward Looking Infrared (MARFLIR) Contract, 1998
- ANSI Z136.1-2000 Safe Use of Lasers, 2000
- SAE-AMS-2469E Hard Coating Treatment for Aluminum and Aluminum Alloys, 1993
- ICD-GPS-153 GPS User Equipment Interface Control Document for the GPS Standard Serial Interface Protocol of DoD Standard GPS UE Radio Receivers, April 2002
- ANSI-SMPTE-170M Composite Analog Video Signal, NTSC for Studio Applications, Oct 1994.

## **2.2 Order of Precedence**

In the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document supersedes applicable Federal, State or Local laws and regulations unless a specific exemption has been obtained.

### **3.0 Requirements**

#### **3.1 Description**

The HPMF System will primarily be installed on military maritime crafts and military ground vehicles of various types, but other platforms may be utilized. The HPMF System shall meet the performance requirements delineated herein. The HPMF System shall provide enhanced visual augmentation and solve for the precise geodetic position (i.e. latitude, longitude, altitude) of objects of various types and sizes at sea, on the ground, and airborne ranged by the laser rangefinder to augment existing optical and radar sensors.

The HPMF System shall as a minimum consist of the following: Stabilized Gimbal Assembly (SGA), Control Electronics Unit (CEU), Hand Control Unit (HCU), Display Bracket Assembly (DBA), Installation Kit, Interface Cable Kit, and reusable shipping container. The HPMF System shall include the following capabilities: Automatic GyroNull; Heading Hold; AutoFocus; Digital Electronics and Image Processing; and Target Tracker with multiple modes. The SGA shall as a minimum consists of the following: Forward Looking Infrared Sensor (FLIR) with 320x240 Focal Plane Array (FPA) and digital video processing; Laser Rangefinder; Laser Pointer; Image Intensifier (I2) Sensor; Inertial Navigation System (INS); Global Positioning System (GPS) Precise Positioning Service (PPS) Host Application Equipment (HAE) with Selective Availability Anti-Spoofing Module (SAASM); GPS antennas and INS/GPS cables; optics and zoom lenses.

#### **3.2 Precise Geodetic Position**

##### **3.2.1 Geodetic Target Position**

The HPMF System shall provide the geodetic target position (i.e. latitude, longitude, altitude), target bearing, target range, date, time, and estimated Target Position Error of the target ranged by the Laser Rangefinder (LRF), referred herein as target data. The target data shall be displayed on the MARFLIR Display (i.e. Laserdyne Technologies RMU8VH), auxiliary monitors, and Sony Video Walkman video recorder. The HPMF System shall allow the user to cycle between the craft position and target data and be able to remove all the data (i.e. de-clutter) via the HCU. The target annotation data shall have sufficient contrast to be legible without blocking or interfering (i.e. under-bright annotation) with the displayed image.

##### **3.2.2 Craft Position**

The HPMF System shall display the craft position data (i.e. present location, date, time) from the best available source (i.e. GPS or INS) on the MARFLIR Display and auxiliary monitors. When the position accuracy is degraded, an estimated error shall be displayed. The craft position annotation data shall have sufficient contrast to be legible without blocking or interfering (i.e. under-bright annotation) with the displayed image.

##### **3.2.3 Interface to Military GPS Devices**

The HPMF System shall interface with military GPS devices (i.e. PLGR II and DAGR) utilizing the interface protocol and associated data messages per ICD-GPS-153 for the purpose of storing target data on the GPS devices. The HPMF System shall send the target data to the PLGR II and similar military GPS devices and have them automatically stored as waypoints under a unique Waypoint Group ID (i.e. LRF) w/o overwriting existing waypoints. The HPMF System shall provide confirmation to the Operator when the waypoint data is successfully sent to and received by the GPS device and how it was saved (i.e. Waypoint Group ID and Number).

### **3.2.4 Interface to Integrated Bridge System Navigational Maps**

The HPMF System shall interface with the Integrated Bridge System (IBS) Navigational Maps (i.e. Falcon View and Cogent) using NMEA 0183 protocol and formatted messages via RS-422 serial communication. The HPMF System shall provide confirmation to the Operator when the waypoint data is successfully sent to and received by the external interface. As a goal, the HPMF System will slew to Field of View (FOV)/Queue via externally provided waypoint or position coordinates using NMEA 0183 message via RS-422 serial communication.

### **3.2.5 Craft Position and Target Data Units**

The HPMF System shall allow the user to select the units for bearing, elevation, position, and range units via the HCU. The bearing units shall be magnetic (default), grid north, and true. The HPMF System and/or the INS with GPS PPS HAE shall automatically calculate magnetic offset estimates derived from the World Magnetic Model with the ability for the user to manually input the magnetic offsets. The elevation units shall be feet (default) and meters with ability to choose between Mean Sea Level and Ellipsoidal for the elevation calculation. The position units shall be latitude and longitude (default), Military Grid Reference System (MGRS), and Universal Transverse Mercator (UTM) or Universal Polar Stereographic (UPS). The position shall be referred to the World Geodetic System 1984 (WGS-84) datum. The range units shall be nautical miles (default), statute miles, meters, yards, and feet. The HPMF System shall provide alerts to the user if the INS (i.e. IMU/GPS) needs to be calibrated, status of the INS, status of the uplink to the GPS, status of the uplink to the IBS, and if the system is stationary or moving. The HPMF System shall display the INS attitude accuracy in milliradians (default) and degrees. The Target Position Error shall be displayed in feet (default) and meters.

### **3.2.6 Target Position Accuracy**

The HPMF System shall be able to solve for the target position in a stationary (i.e. non-moving fixed location) and, as a goal when the maritime crafts and ground vehicles are at speed operations. The HPMF System crossrange, downrange, and vertical target position accuracy, as a minimum, shall be 180 meters at 20 kilometers (one sigma per axis) (i.e. crossrange and vertical angular accuracy of 9 milliradians (mrad)) with a goal of 7 meters at 3 kilometers (one sigma per axis) (i.e. crossrange and vertical angular accuracy 2.33 mrad). The target position accuracy is based upon the maritime crafts or ground vehicles being nominally stationary subject to un-powered motion and, as a goal, retaining this accuracy at speed operations. The HPMF System shall meet the accuracy requirements in  $\leq 15$  minutes upon power up.

## **3.3 Stabilized Gimbal Assembly General Requirements**

The Stabilized Gimbal Assembly (SGA) shall perform the following functions: (a) stabilize all the internal sensors line of sight at all pointing angles while the maritime craft is operational up to Sea State 5 conditions and the ground vehicles operational off-road; (b) provide 360 degrees ( $^{\circ}$ ) of continuous track capability from any azimuth with no stop points in azimuth and elevation with unobstructed Field of View (FOV), an inverted video image when the SGA goes thru  $90^{\circ}$  of elevation is unacceptable; (c) slew rate adjustable and optimized to acquire targets in the FOV; (d) mountable in a gimbal up position; (e) provide for the protection of all the SGA components from exposure to the harsh marine and sand/dust environment as specified herein; (f) resistance to ice and fog buildup on the optics as specified herein; and (g) be removable and installable by one (1) person.

### 3.3.1 FLIR Sensor Requirements

The military maritime and ground vehicles operate in extreme environmental conditions characterized as high absolute humidity, high temperature and high relative humidity, low temperature marine and land environments. The FLIR Sensor will be subjected to sea clutter and land clutter in both of these environments. The FLIR Sensor shall be sensitive enough and have sufficient FOVs to detect and recognize the targets at the specified ranges in Table 1. The FLIR Sensor shall have a wide FOV sufficient for pilotage and a narrow FOV for visual discrimination tasks. The FLIR Sensor shall incorporate the following: (a) black hot/white hot polarity; (b) automatic gain and level control; and (c) manual gain and level adjustments. The Narcissus shall be a smoothly function of the field and, as a goal, shall not be visible in the observed image. The FLIR Sensor shall tolerate being pointed at the sun for a minimum of 5 seconds with a goal 30 seconds with no permanent degradation after the sun has been removed from the FOV. The FLIR Sensor (only Infrared channel running) shall provide full operational performance in  $\leq 10$  minutes in the full temperature range with solar loading. The HPMF System shall provide a method for optimizing the calibration of the FLIR Sensor in all temperature environments (i.e. multiple integration time) delineated in this SOW. As a minimum, the HPMF System shall allow the users to manually select the calibration to optimize the FLIR Sensor via a pull down menu via the HCU. The FLIR Sensor shall provide histogram equalization, adaptive temporal filtering, and, as a goal, isotherm display to allow the Operator to distinguish targets from the background at selectable target temperature thresholds (i.e. delta-Temperatures). The FLIR Sensor shall have no discernable image anomalies in the displayed image after non-uniformity correction when viewing a uniform background.

TABLE 1. FLIR SENSOR TARGETS AND DETECTION RANGES

TARGET (length x width x height)	DETECTION & RECOGNITION RANGES –nautical miles (nm)			
	MINIMUM		GOAL	
	Detection	Recognition	Detection	Recognition
Beach Surveillance (15ft x 7ft x 6ft)	5 nm	3 nm	7 nm	5 nm
Swimmer (2.5ft x - x 2.5ft)	2 nm	1 nm	3 nm	2 nm
Small Surface Craft (15ft x 6ft x 2.5ft)	5 nm	3 nm	8 nm	6 nm
Large Surface Craft (445ft x 45ft x 40ft)	10 nm	8 nm	15 nm	12 nm
Buoys (- x 5ft x 1.6ft)	3 nm	1.5 nm	5 nm	3 nm
Low Flying Aircraft (- x 31ft x 5ft)	7 nm	5 nm	10 nm	7 nm
Man Sized (- x 2.5ft x 6ft)	3 nm	2 nm	5 nm	3 nm
Floating Mine Like Objects (-x 2ft x 1ft)	1000 yards	none	2000 yards	1000 yards

**Notes:**

1. Detection Range is defined as the range at which the HPMF System must first detect an object and provide an indication of its presence to the Operator.
2. Recognition Range is defined as the range at which the HPMF System must provide a usable image of the detected target so that the Operator may distinguish the target from a similarly classed object.
3. Range performance requirements of the HPMF System are dependent upon target signature, weather, and LOS obscurance; therefore, the above range requirements are to be met under optimal atmospheric conditions.

**3.4 Laser Range Finder Requirements**

The Laser Rangefinder (LRF) shall have the following characteristics: (a) be Class 1 eyesafe in accordance with ANSI Z136.1-2000; (b) Nominal Ocular Hazard distance for the unaided human eye shall be zero; (c) be able to range targets at ranges up to 10.8 nautical miles (20 km) (d) range accuracy of  $\pm 5$  yards; (e) discriminate between two targets along the same Line of Sight (LOS) separated by  $\leq 40$  yards; (f) display range on the HPMF Display in nautical miles, statute miles, meters, yards, and/or feet; and (g) range display shall not display a numerical range for no return situations but shall provide an indicator to the Operator that no return occurred. The LRF shall have a wavelength of 1.54 microns ( $\mu\text{m}$ ) and a beam divergence of  $\leq 0.50$  milli-radians (mrad). The LRF shall be boresighted (i.e. aligned) to the FLIR reticle to  $\leq 0.50$  mrad as a minimum with a goal of  $\leq 0.25$  milliradians. The LRF shall be energized by the HPMF Operator pressing a dedicated LRF button on the Hand Control Unit (HCU) and be de-energized by releasing the button. The LRF shall not produce unwanted light from the flash lamp thru the SGA lenses that is visible with night vision goggles at a range greater than 100 meters. The LRF shall have a usable life  $\geq 50,000$  shots with a goal of  $\geq 100,000$  shots.

**3.5 Image Intensifier Sensor**

The Image Intensifier (I2) Sensor shall incorporate a GEN III, OMNI VI, Thin-filmed (low halo) Image Intensifier Tube that shall be compliant with the performance and image quality requirements of MIL-PRF-A3279453NVI with the allowable exceptions listed in Table 2.

TABLE 2. IMAGE INTENSIFIER ASSEMBLY

Description	Minimum	Goal
Photocathode Sensitivity	1800 ua/lumen	2200 ua/lumen
Equivalent Background Input (EBI)	2.5 e-11 photo (lumens/sq cm)	1.8 e-11 photo (lumens/sq cm)
Signal-to-Noise Ratio (SNR)	26	29
Center Resolution	$\geq 64$ lp/mm	72 lp/mm
Peripheral Resolution	$\geq 57$ lp/mm	64 lp/mm
Bright Light Center Resolution	36 lp/mm	45 lp/mm
Modulation Transfer Function (MTF)	61 % at 15 lp/mm 38 % at 25 lp/mm	> 62 % at 15 lp/mm > 40 % at 25 lp/mm > 20 % at 40 lp/mm
Useful Cathode Diameter	$\geq 14.7$ mm	17.5 mm

The I2 Sensor shall have built in Automatic Brightness Control and compatible with laser pointers and illuminators. The performance of the I2 Sensor, once integrated into the SGA, shall as a minimum resolve 3 cycles per milliradian (cyc/mrad) at 2.9 milli-lux in the narrow FOV. The I2 Sensor video shall be displayed separately with the FLIR Sensor video on the existing MARFLIR Display and auxiliary monitors. As a goal, the I2 Sensor video shall be displayed simultaneously with the FLIR Sensor video (i.e. split screen) for situational awareness on the Displays equipped for such a function. The I2 Sensor shall have auto gain, auto level, manual gain, and manual level controls utilizing the same switches used for the FLIR Sensor on the HCU. The I2 Sensor FOVs shall match the FLIR Sensor FOVs as well as to have both sensors zoom simultaneously with a goal for independent zoom. The auto-tracker utilizing the I2 Sensor shall not be degraded. The I2 Sensor shall be able to operate in full sunlight conditions without damage and, as a goal, shall be able to tolerate being pointed at the sun for a minimum of 5 seconds with a goal of 30 seconds with no permanent degradation after the sun has been removed from the FOV.

As a goal, the I2 Sensor shall have an ON/OFF switch in order to power down during daytime operations. The I2 Sensor shall as a minimum have a nominal spectral passband of 600 to 900 nanometers with a goal of 530 to 900 nanometers (i.e. distinguish green starboard lights). As a goal, the I2 Sensor shall be able to detect and distinguish Laser Designators (i.e. 1.06 microns).

### **3.6 Laser Pointer**

The Laser Pointer shall have a threshold wavelength of  $830 \pm 20$  nanometers (nm) with a goal of  $860 \pm 10$  nm. The Laser Pointer shall have a minimum power output rated 200 milli-watt (mW) with a goal of 1 Watt. The Laser Pointer beam divergence shall be  $\leq 1.6$  mrad in any one direction with a goal of 0.2 mrad. The laser spot area shall be  $\leq 32$  meters squared at 10 kilometers (km) with a goal of 4 meters squared at 10 km. The Laser Pointer shall have an effective range of  $\geq 10$  km in maritime and ground environments with a goal of 20 km. The Laser Pointer shall be boresighted (i.e. aligned) to the FLIR reticle to less than or equal to the beam divergence. The Laser Pointer shall as a minimum be energized by the HPMF Operator pressing and holding down a dedicated Laser Pointer button on the HCU and be de-energized by releasing the button. The HPMF System shall have an ICON or other indication to inform the HPMF Operator when the Laser Pointer is "ON" while viewing the MARFLIR Display or auxiliary displays.

### **3.7 AutoFocus**

The HPMF System shall incorporate a passive (i.e. non-IR) autofocus for the usable range of the FOV of the FLIR Sensor and I2 Sensor. This feature shall be selectable via the HCU to provide manual focus and autofocus.

### **3.8 Automatic GyroNull**

The HPMF System shall have the capability to remove the drift automatically to complement the manual GyroNull for the dynamic environment on the maritime crafts and ground vehicles. The Automatic GyroNull shall sense drift and stop the drift for a minimum of 120 minutes while on the maritime crafts and ground vehicles regardless if the craft/vehicles are stationary or moving. The HPMF System shall have a manual GyroNull. As a goal, the HPMF System shall allow the users to manually select the null rate by a pull down menu via the HCU.

### **3.9 Home Position, Heading Hold**

The HPMF System shall have the capability to manually set a 'home' position in azimuth and elevation to keep the reticle (i.e. line of sight) of the FLIR Sensor fixed w/o limits in azimuth and shall not be changed inadvertently and shall remain saved after shutdown and power up operations of the system. The HPMF System shall have 'heading hold' to keep the reticle fixed on a position regardless of the movement of the maritime crafts or ground vehicles.

### **3.10 Target Tracker Requirements**

The Target Tracker shall have the following characteristics: (a) track targets throughout the azimuth and elevation angle ranges of the FLIR and I2 Sensor under all of the conditions of sensor control and in the presence of all video defects produced by the FLIR Sensor and Image Intensifier Sensor; (b) accommodate changes in the target, background, FOVs, gain, level, and polarity without degradation to acquisition or tracking; (c) retain the central region of the target in the LOS after completing the FOV change for all FOVs; (d) continue to coast in the same direction and speed if a loss of track occurs; (e) track a single target within the FOV; (f) have a six-mode target tracker consisting of phase correlation, scene lock, correlation, centroid statistical, centroid white and centroid black; and (g) be able to initiate track while the system is in Heading Hold.

### **3.11 Hand Control Unit Requirements**

The Hand Control Unit (HCU) shall have the following characteristics: (a) user friendly; (b) convenient and comfortable to operate in all environmental conditions; (c) capable to fully operate and control the HPMF System; (d) be capable of being hard mountable or portable; (e) have adjustable backlighting for night operations; (f) be a rugged design for the environments delineated herein and, as a goal, shall not be damaged in the event of dropping onto concrete surfaces from a height of 5 feet on any axis.

### **3.12 Control Electronics Unit Requirements**

The Control Electronics Unit (CEU) shall provide all functions and interfaces necessary to power and fully operate the HPMF System. The CEU shall have the following characteristics: (a) provide a video signal to drive the MARFLIR video display and auxiliary monitors; (b) navigational data, reticle, target tracker, and all symbology of the video signal shall be positioned such that they are easily seen within the FOV without blocking the displayed images from the FLIR or I2 Sensors; (c) have a minimum of two video outputs to support the transmission of the video image data to at least 2 remote monitors and/or video recorders; (d) output video signal shall be compliant with the NTSC-M standard for composite video; (e) dedicated output port to interface with Military GPS devices; (f) dedicated output port and, if required, a bifurcated cable to interface with IBS Navigational Maps; (g) computer programming languages shall be higher order; (h) hardware, software, and firmware capable of accepting upgrades in computer technology; (i) be capable of interfacing with any HPMF component upgrades; (j) system resources (i.e., memory, storage, Central Processing Unit) shall have sufficient excess processing power to efficiently run the HPMF System and allow for upgrades to the system architecture; and (k) shall incorporate digital electronics and image processing in the CEU/SGA to optimize image uniformity of the FLIR Sensor.

### **3.13 Display Bracket Assembly Requirements**

The HPMF System shall utilize and be compatible with the AN/KAX-1 MARFLIR Display Bracket Assembly (DBA) (i.e. Laserdyne Technologies Model RMU8VH) or equivalent Display not exceeding the overall size of the MARFLIR DBA. The backlight level default setting shall be reduced to 66% of the full level to prevent blooming during start-up and operational modes. An equivalent Display shall have the following minimum characteristics: (a) 8.4 inch diagonal active colour matrix display with 256 gray scale; (b) 640x480 resolution; (c) overall size (inches) shall be  $\leq 5.0$  depth x 10.0 height x 10.0 width; (d) weight  $\leq 8$  lbs; (e) adjustable backlighting for full sunlight readability and full range dimming for night operations; (f) adjustable brightness and contrast; (g) compatible with Department of Defense Night Vision Devices per MIL-STD-3009; (h) two video inputs compliant with the NTSC-M standard for composite video; (i) portable with mounting hardware to allow for mounting overhead and onto flat surfaces with full adjustments in angle and position (i.e. swivel mount); and (j) have a Mean Time Between Failure (MTBF) of  $\geq 8000$  hours.

### **3.14 Interfacing Cable/Connector Requirements**

The interface cable assemblies shall as a minimum have the following characteristics: (a) shielded; (b) light-weight; (c) watertight; (d) utilize MILSPEC quick disconnect connectors that are salt water and corrosion resistant; (e) electromagnetic interference (EMI) protected; and (f) include protective caps. The cables shall be clearly marked with product information and include jacket/plug information to interface to the HPMF components. The markings shall remain legible for the usable life of the cable. As a goal, the end of the Interface Cables will have color shrink wrap to allow the Operator to easily distinguish between the cables and connections (i.e. yellow for video, red for power). The interface cable assemblies shall meet the electrical safety requirements in 46 CFR Part 111 for the voltage and current loads of the HPMF System. The interface cable assemblies shall be manufactured and inspected by an independent laboratory, UL approved facility.

### **3.15 Mounting and Portability**

#### **3.15.1 Mounting (Installation Kits) Requirements**

The Installation Kits shall include all the necessary mounting hardware and fasteners to allow the HPMF System to be rapidly and safely installed and made fully operational on the designated platforms. The Installation Kits, as a minimum, shall contain the following items: SGA mounting assemblies for mounting onto the MK16 machine gun mount stand, maritime craft arches, fixed and telescoping masts; CEU mount assembly with Dzus or equivalent quick release fasteners; HCU mount assembly; Display mount assembly; and interface power control box with built-in circuit breaker(s). All hardware shall be constructed of corrosion resistant material to meet the requirements of the maritime environment and ground environments (i.e. salt water and sand) as specified herein.

### **3.15.2 Portability Requirements**

The HPMF System shall be configured in modular packages that allows for rapid and easy installation and removal. The HPMF System will be a relocatable and rotatable asset; therefore, the HPMF System shall be configured such that one (1) person can accomplish the installation and removal in thirty (30) minutes with a goal of ten (10) minutes once permanent mounting interface plates and necessary support sub-systems have been installed. Only common and readily available hand tools shall be required for installation and removal with a goal of no tools being necessary.

### **3.16 Input Electrical Power Requirements**

The HPMF System shall power up and operate from 21 to 32 volts direct current (VDC) with a goal of 18 to 32 VDC. The HPMF System without auto-heater/anti-ice circuit shall have a maximum current draw (i.e. steady state) of  $\leq 15$  amps at 24 VDC while the maritime craft or ground vehicles are at speed operations up to Sea State 5 or off-road conditions, respectively. The auto-heater/anti-ice circuit shall, as a minimum, be a separate circuit with a maximum current draw of  $\leq 15$  amps at 24 VDC with a goal of the auto-heater/anti-ice circuit being apart of the system circuit. The HPMF System worst case power draw shall not exceed the rating on the circuit breaker of the power control interface box nor the rating of the input power cable supplied with the system. As a goal, the HPMF System shall be compliant with the electrical requirements of MIL-STD-1275B for military vehicles.

### **3.17 Physical Characteristics**

#### **3.17.1 Physical Characteristic Requirements**

The HPMF System shall have the following physical characteristics: (a) CEU, HCU, and DBA shall be watertight and submersible to 1 foot; (b) SGA including all INS and GPS hardware and enclosure shall be watertight with a goal of submersible to 1 foot; (c) all visual indicators shall be evenly illuminated and of a color and variable intensity such that they are clearly visible in bright sunlight but do not cause loss of an Operator's dark adaptation during periods of darkness; (d) all visual indicators and displays shall be compatible with DOD Night Vision Devices per MIL-STD-3009; (e) SGA including all INS and GPS hardware and enclosure excluding mounting hardware shall be a  $\leq 50$  lbs with a goal of  $\leq 40$  lbs; (f) SGA with INS and GPS hardware including mounting hardware shall be less than or equal to 24.5 inches (height) x 9.5 inches (width) x 9.5 inches (depth) to fit in the allocated spaces on the maritime crafts and ground vehicles; (g) CEU weight excluding mounting hardware shall be a  $\leq 18$  lbs with a goal of  $\leq 15$  lbs; (h) CEU size shall be limited to 11.0 x 6.0 x 11.0 inches to fit in the allocated spaces on the maritime crafts and ground vehicles, (i) total HPMF System weight, excluding cables and mounting hardware, shall be a maximum of 80 lbs with a goal of  $\leq 60$  lbs; (j) protective plating or coating shall be applied to all exterior or potentially exposed non-aluminum metals which are not corrosion resistant; (k) all of the exterior non-conductive aluminum and/or aluminum alloy components of the HPMF System, including mounting hardware, will be hard coat anodized in accordance with SAE AMS 2469E; and (l) an externally visible, 4 digit display, hourly time meter on the SGA and CEU. MIL-HDBK-454 Guideline 51 may be used as guidance with respect to hourly time meters.

### **3.18 Reliability, Maintainability, and Availability**

#### **3.18.1 Reliability, Maintainability, and Availability Characteristics**

The HPMF System shall be reliable and easily maintainable. The HPMF System shall be capable of continuous operations with a Mean Time Between Failure (MTBF) of 440 hours with a goal of 1000 hours.

#### **3.18.2 Fault Isolation, Test, and Detection**

The HPMF System shall provide the means to clearly detect and isolate all failures to a single faulty Lowest Replaceable Unit (LRU) by utilizing built in tests (BIT) and Fault-Isolation-Test (FIT) during initialization (boot up), operation, and power down sequence.

### 3.18.3 Lowest Replaceable Units Interchangeability

The HPMF Lowest Replaceable Units (LRUs) shall be easily and rapidly removable and replaceable by the Operator. The HPMF LRUs shall support interchangeability and interoperability with other HPMF Systems. The LRUs shall be plug-in and plug-out modules. MIL-HDBK-454 Guideline 7 may be used as guidance.

### 3.19 Environmental Requirements

The HPMF System shall be fully operational **after exposure in its shipping container** to the following storage (i.e. non-operational) conditions: (a) altitudes up to 15,000ft non-pressurized; (b) altitudes up to 40,000ft pressurized; (c) temperatures from -40 to 160 °F; (d) basic transportation vibration/shock by a common or military carrier (i.e., truck, van) over paved highways, unimproved roads, unprepared/off road terrain, loading/unloading by fork lifts; and (e) the functional and crash shock tests per MIL-STD-810F Method 516.5, Procedure I and V, up to 60Gs sawtooth for 23 ms on all 3 axes.

The HPMF System shall be fully operational and not damaged **during or after exposure** as applicable when referenced to MIL-STD-810F to the following: (a) air temperatures from -40 to 120 °F with the use of auto-heaters; (b) solar radiation (sunshine) at 120 °F sun at 45 °C and I2 off; (c) blowing rain up to 4.0 in/hr per MIL-STD-810F Method 506.4 Procedure 1; (d) hot-humid and high absolute humidity conditions per MIL-STD-810F Method 507.4; (e) extended periods of a salt fog environment per MIL-STD-810F Method 509.4; (f) salt spray test, 5% salt solution, 120°F, exposure, non-operational, 100 hrs minimum with a goal of 1000 hours; (g) blowing dust per MIL-STD-810F Method 510.4 Procedure I at 20 mph; (h) blowing sand per MIL-STD-810F Method 510.4 Procedure II at 40 mph; (i) icing and freezing rain per MIL-STD-810F Method 521.2 with ice thickness up to 1.45 in with the use of the auto-heaters; (j) maritime craft motions up to and including Sea State 5 conditions; (k) military ground vehicles operating off-road up to 70 mph; (l) Sea State 3 conditions (I1) vertical/lateral shock of 15 G's sawtooth for 23 ms; (I2) vibrations in Figures 1, 2, and 3; (m) the functional (operational) and crash (non-operational) shock tests per MIL-STD-810F Method 516.5, Procedure I and V, up to 40 Gs sawtooth for 23 ms on all 3 axes operational (DBA excluded); (n) the vibration tests per MIL-STD-810F Method 514.5, Procedure I, Category 14, Table 514.5C-IV General Material Location and Figure 514.5-10; and (o) longitudinal, transverse, and vertical shock shocks of 0.30, 0.36, and 0.81 Gs RMS with a impact frequency of 0.75 hertz (Hz). Sea state 5 conditions are defined as significant wave heights of 10ft, wavelengths of 134ft, and wind speeds of 22 knots.

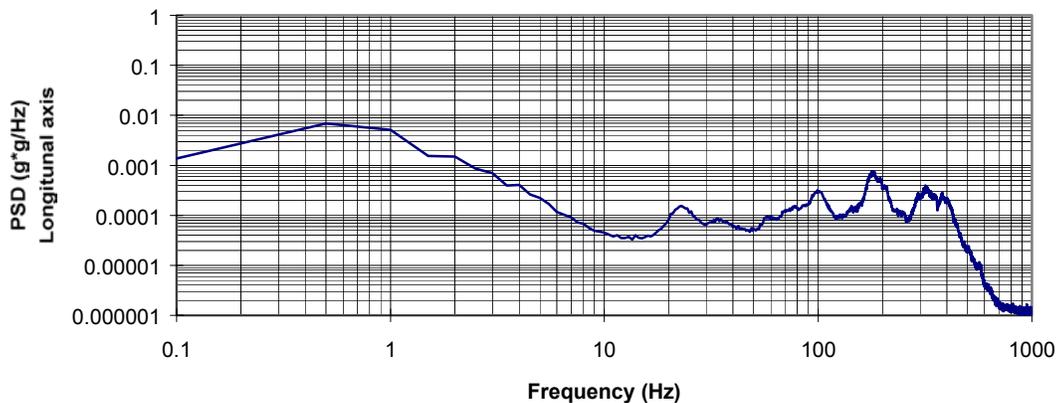


Figure 1. Longitudinal Power Spectral Density

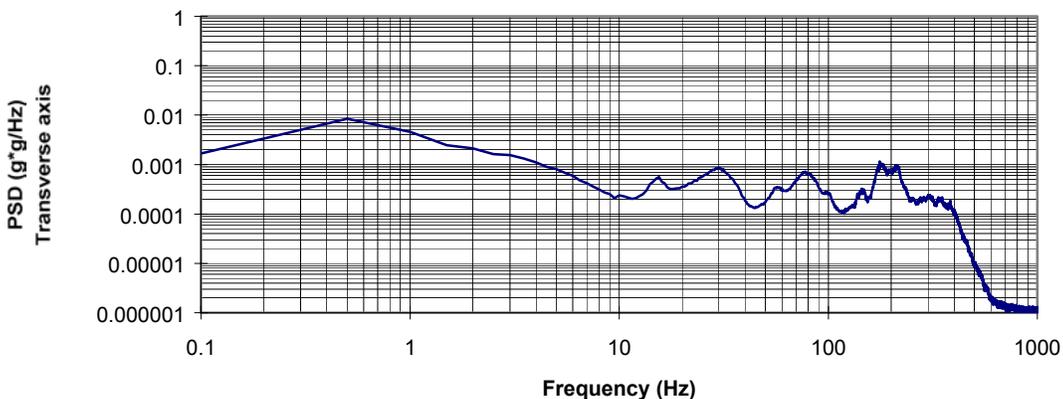


Figure 2. Transverse Power Spectral Density

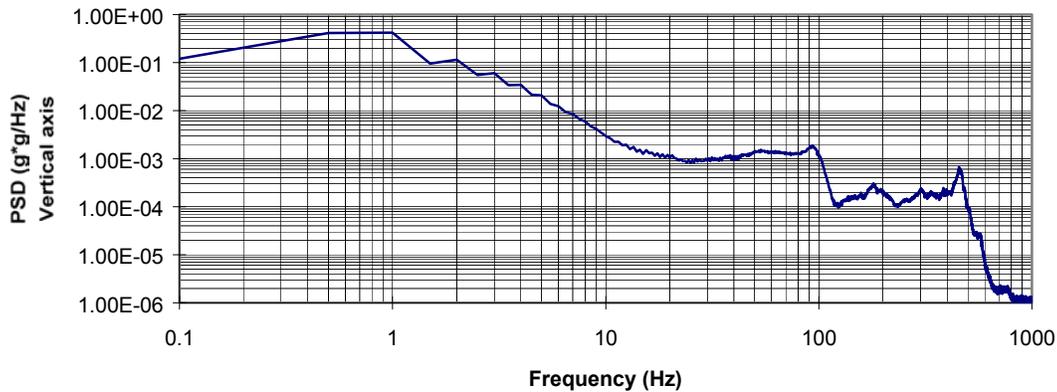


Figure 3. Vertical Power Spectral Density

### 3.20 **Electromagnetic Interference (EMI) Emissions, Susceptibility, and Compatibility**

The HPMF System shall be electromagnetically compatible and not emit EMI emissions that interfere with/or be susceptible to other maritime craft or ground vehicle electronic systems. The HPMF System shall be compliant with the conducted and radiated emissions and susceptibility for ground vehicles and surface ships per MIL-STD-461, CE102, CS101, CS114, CS116, RE101 RE102, RS101, and RS103.

### 3.21 **Safety**

#### 3.21.1 **Radioactive Materials**

The use of any radioactive source material in any quantities for whatever reason shall be fully disclosed to the Government. This includes, but is not limited to, anti-reflective coatings on optics. A Certificate of Conformance shall be submitted providing the total amounts in grams and microcuries of Thorium or other source materials as covered in Title 10, Code of Federal Regulations (CFR), Part 20 and Part 40. Material Safety Data Sheets shall be provided for the HPMF System for the radioactive material used in accordance with 29 CFR 1910.1200(g).

#### 3.21.2 **Noise Output**

The HPMF System without the INS shall have a noise output less than or equal to 58 dB(A) at 5 meters.

#### 3.21.3 **Grounding, Bonding and Shielding**

Grounding, bonding, and shielding provisions shall be incorporated to enable the HPMF System to be installed and operated safely on maritime crafts and ground vehicles. MIL-HDBK-454 Guideline 74 may be used as guidance.

#### 3.21.4 **Laser Safety Requirements**

The HPMF System's Class 1 Eye Safe Laser Ranger Finder and the Laser Pointer shall be compliant with the safety requirements of OPNAVINST 5100.27 and ANSI Z136.1-2000.

CONTRACT DATA REQUIREMENTS LIST  
(1 Data Item)

Block D - SYSTEM/ITEM: MARFLIR

Block E - CONTRACT/PR NO: N00164-04-R-8528

Block F - CONTRACTOR: FSI Boston

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Block 1	<b>A001</b>
Block 2	Acceptance Test Plan
Block 3	Acceptance Test Plan
Block 4	DI-QCIC-80553
Block 5	SOW Paragraph 3.2.2
Block 6	NSWC Crane 805E
Block 7	LT
Block 8	Approval at Destination.
Block 9	<u>Distribution Statement C</u> : Distribution Authorized to U. S. Government Agencies and their Contractors only to protect proprietary information.
Block 10	As Generated.
Blocks 12	The Contractor shall deliver the Acceptance Test Plan 30 days after contract award for approval by the Government.
Blocks 13	As Required.
Block 14	a. Commander, NSWC Crane Code 805E, Bldg. 3291 300 Highway 361 Crane, IN 47522-5001 Tousignant_RR@crane.navy.mil
	b. Draft: 1 Reg: 1 Repro: 0
Block 15	1

Block 16      Remarks

Block 4              Contractor format acceptable

Block 14      The Contractor shall provide the deliverable via e-mail. The e-mail shall be compatible with Microsoft Word/Excel/Powerpoint and/or a mutually agreed upon format.

CONTRACT DATA REQUIREMENTS LIST  
(1 Data Item)

Block D - SYSTEM/ITEM: HPMF

Block E - CONTRACT/PR NO: N00164-04-R-8528

Block F - CONTRACTOR: FSI Boston

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- Block 1           **A002**
- Block 2           Engineering Change Proposal (ECP)
- Block 3           Class I and Class II ECPs
- Block 4           DI-CMAN-80639C - Contractor format acceptable
- Block 5           SOW Paragraph 3.6.3, 3.6.4
- Block 6           NSWC Crane 805E
- Block 7           LT
- Block 8           Approval at Destination for Class I.
- Block 9           Distribution Statement C: Distribution Authorized to U. S. Government Agencies  
and their Contractors only to protect proprietary information Sept 2003.
- Block 10         As Generated.
- Blocks 12 & 13    Class I ECPs shall be provided for those changes that affect form, fit, function, reliability,  
and maintainability. Government will approve Class I ECPs within 30 days unless an extension  
is requested. A Class II ECP shall be provided in the form of a letter for those changes not  
affecting form, fit, function, reliability or maintainability. Class II will be for notification and  
Configuration tracking.
- Block 14
- a.    Commander, NSWC Crane  
      Code 805E  
      300 Highway 361  
      Crane, IN 47522-5001  
      Tousignant\_RR@crane.navy.mil
  - b.    Draft: 0  
      Reg: 1  
      Repro:       0

Block 15 1

Block 16 Remarks

Block 4 Contractor format acceptable

Block 14. b: The Contractor shall provide the deliverable via e-mail and hard copy. The e-mail shall be compatible with Microsoft Word/Excel/Powerpoint and/or a mutually agreed upon format. Mail one hard copy to Block 14 Addressee (a).

CONTRACT DATA REQUIREMENTS LIST  
(1 Data Item)

Block D - SYSTEM/ITEM: HPMF

Block E - CONTRACT/PR NO: N00164-04-R-8528

Block F - CONTRACTOR: FSI Boston

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Block 1	<b>A003</b>
Block 2	Request for Deviation (RFD)
Block 3	Class I Request for Deviation
Block 4	DI-CMAN-80640C
Block 5	SOW Paragraph 3.6.3
Block 6	NSWC Crane 805E
Block 7	LT
Block 8	Approval at Destination for Class I. Government will approve Class I Deviations within 30 days unless an extension is requested.
Block 9	<u>Distribution Statement C</u> : Distribution Authorized to U. S. Government Agencies and their Contractors only to protect proprietary information Sept 2003.
Block 10	As Generated.
Blocks 12 & 13	As Required
Block 14	a. Commander, NSWC Crane Code 805E, Bldg. 3291 300 Highway 361 Crane, IN 47522-5001 Tousignant_RR@crane.navy.mil
	b. Draft: 0 Reg: 1 Repro: 0
Block 15	1
Block 16	Remarks

Block 4 Contractor format acceptable

Block 14.b. The Contractor shall provide the deliverable via E-mail and hard copy. The E-Mail shall be compatible with Microsoft Word/Excel/Powerpoint and/or a mutually agreed upon format. Mail one hard copy to Block 14 Addressee (a).



Block 16      Remarks

Block 14.b.    The Contractor shall provide the deliverable via E-mail and hard copy. The E-Mail shall be compatible with Microsoft Word/Excel/Powerpoint and/or a mutually agreed upon format. Mail one hard copy to Block 14 Addressee (a).

CONTRACT DATA REQUIREMENTS LIST  
(1 Data Item)

Block D - SYSTEM/ITEM: HPMF

Block E - CONTRACT/PR NO: N00164-04-R-8528

Block F - CONTRACTOR: FSI Boston

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Block 1	<b>A005</b>
Block 2	Configuration Status Accounting
Block 3	Configuration Status Accounting
Block 4	DI-CMAN-81253A
Block 5	SOW Paragraph 3.6.5
Block 6	NSWC Crane 805E
Block 7	Y
Block 8	D
Block 9	<u>Distribution Statement C</u> : Distribution Authorized to U. S. Government Agencies and their Contractors only to protect proprietary information April 2004.
Block 10	As required
Blocks 12	The Contractor shall provide a copy of the CSA 30 days after contract.
Block 13	As required by changes to the Product Baseline
Block 14	a Commander, NSWC Crane Code 805E, Bldg 3291 300 Highway 361 Crane, IN 47522-5001 Tousignant_RR@crane.navy.mil
	c. Draft: 0 Reg: 1 Repro: 0
Block 15	1

Block 16      Remarks

Block 4              Contractor format acceptable

Block 14      The Contractor shall provide the deliverable via E-mail and hard copy. The E-Mail shall be compatible with Microsoft Word/Excel/Powerpoint and/or a mutually agreed upon format. Mail one hard copy to Block 14 Addressee (a).

CONTRACT DATA REQUIREMENTS LIST  
(1 Data Item)

Block D - SYSTEM/ITEM: HPMF

Block E - CONTRACT/PR NO: N00164-04-R-8528

Block F - CONTRACTOR: FSI Boston

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Block 1	<b>A006</b>
Block 2	Training Curriculum
Block 3	Training Materials
Block 4	DI-ILSS-80872
Block 5	SOW Paragraph 3.8.1, 3.8.2, 3.8.3, 3.8.4
Block 6	NSWC Crane 805E
Block 7	Y
Block 8	D
Block 9	<u>Distribution Statement C</u> : Distribution Authorized to U. S. Government Agencies and their Contractors only to protect proprietary information Sept 2003.
Block 10	One/per class
Blocks 12 & 13	See Block 16.
Block 14	a. Commander, NSWC Crane Code 805E, Bldg. 3291 300 Highway 361 Crane, IN 47522-5001 Tousignant_RR@crane.navy.mil
	c. Draft: 1 Reg: 1 Repro: 1
Block 15	As required
Block 16	Remarks

Block 4 Contractor format acceptable

Block 12 & 13 Contractor shall provide Factory Instructor Training Course within a mutually agreeable timeframe. Contractor shall update training materials as required based upon any changes affecting the Instructional Material. Contractor shall ensure that training materials are IAW the approved PBL and any updates, revision, corrections recommended during Class Instruction shall be incorporated prior to delivery of reproducible data. Delivery of final will be 30 days after completion of the Factory Instructor Training Course. The Contractor shall deliver all data in digital format via physical delivery. Physical delivery shall be by Compact Disk-Read Only Memory (CD-ROM) in Microsoft Word/Excel/Powerpoint/ Project with viewer software. Mail one CD-ROM to Block 14 Addressee (a). The Government will approve the deliverable within 30 days after receipt of the training material.

CONTRACT DATA REQUIREMENTS LIST  
(1 Data Item)

Block D - SYSTEM/ITEM: HPMF

Block E - CONTRACT/PR NO: N00164-04-R-8528

Block F - CONTRACTOR: FSI Boston

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Block 1	<b>A007</b>
Block 2	Commercial Off-the-Shelf (COTS) Manual and Associated Supplemental Data
Block 3	Operators and Maintenance Technical Manual
Block 4	DI-TMSS-80527A
Block 5	SOW Paragraph 3.9.1
Block 6	NSWC Crane 805E
Block 7	Y
Block 8	D
Block 9	<u>Distribution Statement C</u> : Distribution Authorized to U. S. Government Agencies and their Contractors only to protect proprietary information Sept 2003.
Block 10	1TIME
Blocks 12 & 13	See Block 16.
Block 14	a Commander, NSWC Crane Code 805E, Bldg 3291 300 Highway 361 Crane, IN 47522-5001 Tousignant_RR@crane.navy.mil
	c. Draft: 1 Reg: 10 Repro: 10
Block 15	21
Block 16	Remarks

Block 4 Contractor format acceptable

Block 8 The Contractor shall provide the draft COTS manual 60 days after contract award. The Government will review for technical content and format and provide written comments within 60 DAR of the draft COTS manual. The Contractor shall provide the corrected copy within 30 DAR of Government comments. The Government will then perform a verification of the COTS manual to verify conformance to the approved PBL and HPMF System. The Contractor shall incorporate all changes resulting from the verification process at no additional costs to the Government. Subsequent changes thereafter will be via ECP process. COTS manuals shall be delivered in digital format via physical delivery. Physical delivery shall be by hard copy and compact disk-read only memory (CD-ROM) in Microsoft Word/Excel/Powerpoint with viewer software. All data files used to develop this CDRL shall be provided. Mail the CD-ROM and hardcopies of the Draft technical manual to Block 14 Addressee (a). Upon incorporating changes and approval, mail the final CD-ROM and ten hardcopies of the technical manual to Block 14 Addressee (a).

The Contractor shall provide one hard copy sized 4" X 5.5", waterproof/resistant paper, with spiral bound and one CD-ROM with each HPMF System.

CONTRACT DATA REQUIREMENTS LIST  
(1 Data Item)

Block D - SYSTEM/ITEM: HPMF

Block E - CONTRACT/PR NO: N00164-04-R-8528

Block F - CONTRACTOR: FSI Boston

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Block 1	<b>A008</b>
Block 2	System Interface Control Specification
Block 3	Interface Control Document
Block 4	DI-CMAN-81314
Block 5	SOW Paragraph 3.9.3
Block 6	NSWC Crane 805E
Block 7	LT, Electronically Mailed.
Block 8	D
Block 9	<u>Distribution Statement C</u> : Distribution Authorized to U. S. Government Agencies and their Contractors.
Block 10	As Generated
Block 11	N/A
Blocks 12	The Contractor shall deliver the Interface Control Document 30 days after contract award.
Blocks 13	.
Block 14	a. Commander, NSWC Crane Code 805E, Bldg. 3291 300 Highway 361 Crane, IN 47522-5001 Attn: Rick Tousignant Tousignant_RR@crane.navy.mil
	b. Draft: 1 Reg: 1

Repro: 0

Block 15 1

Block 16 Remarks:

Block 4 Contractor format is acceptable.

Block 14 The Contractor shall provide the deliverable via e-mail and via CD-ROM with viewer software. The e-mail shall be compatible with Microsoft Word/Excel/Powerpoint and/or a mutually agreed upon format. The CD-ROM shall be compatible with Microsoft Word/ Excel/ Powerpoint and/or a mutually agreed upon format. E-mail and CD-ROM send to Block 14 Addressee.



Block 16      Remarks

Block 14      The Contractor shall provide the deliverable via CD-ROM with viewer software and hard copy. The CD-ROM shall be compatible with Microsoft Word/Excel/Powerpoint and/or a mutually agreed upon format. Mail one CD-ROM and one hard copy to Block 14 Addressee (a).

Block D - SYSTEM/ITEM: HPMF

Block E - CONTRACT/PR NO: N00164-04-R-8528

Block F - CONTRACTOR: FSI Boston

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Block 1 **A010**

Block 2 Product Drawings and Associated Lists

Block 3 Cable Kits

Block 4 DI-SESS-81000B

Block 5 SOW Paragraph 3.11.2

Block 6 NSWC Crane 805E

Block 7 LT

Block 8 D

Block 9 Distribution Statement C: Distribution Authorized to U. S. Government Agencies and their Contractors only to protect proprietary information Sept 2003.

Block 10 As Generated.

Blocks 12 & 13 The Contractor shall deliver the proposed cable kit drawings 60 days after contract award for approval by the Government.

Block 14 a. Commander, NSWC Crane  
Code 805E, Bldg. 3291  
300 Highway 361  
Crane, IN 47522-5001

b. Draft: 1  
Reg: 1  
Repro: 0

Block 15 1

Block 16 Remarks

Block 14 The Contractor shall provide the deliverable via CD-ROM with viewer software and hard copy. The CD-ROM shall be compatible with Microsoft Word/Excel/Powerpoint and/or a mutually agreed upon format. Mail one CD-ROM and one hard copy to Block 14 Addressee (a).

CONTRACT DATA REQUIREMENTS LIST  
*(1 Data Item)*

Block D - SYSTEM/ITEM: HPMF

Block E - CONTRACT/PR NO: N00164-04-R-8528

Block F - CONTRACTOR: FSI Boston

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Block 1 **A011**

Block 2 Product Drawings and Associated Lists

Block 3 Shipping Container

Block 4 DI-SESS-81000B

Block 5 SOW Paragraph 3.13.1

Block 6 NSWC Crane 805E

Block 7 LT

Block 8 D

Block 9 Distribution Statement C: Distribution Authorized to U. S. Government Agencies and their Contractors only to protect proprietary information Sept 2003.

Block 10 As Generated.

Blocks 12 & 13 The Contractor shall deliver the proposed shipping container drawings 30 days after contract award for approval by the Government.

Block 14 a. Commander, NSWC Crane  
Code 805E, Bldg. 3291  
300 Highway 361  
Crane, IN 47522-5001

b. Draft: 1  
Reg: 1  
Repro: 0

Block 15 1

Block 16 Remarks

Block 14 The Contractor shall provide the deliverable via CD-ROM with viewer software and hard copy. The CD-ROM shall be compatible with Microsoft Word/Excel/Powerpoint and/or a mutually agreed upon format. Mail one CD-ROM and one hard copy to Block 14 Addressee (a).

