

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NO.		PAGE 1 OF 20		
<i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>								
2. CONTRACT NO. N00164-04-D-TBD		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NO. N00164-04-R-8523		
7. FOR SOLICITATION INFORMATION CALL		a. NAME Ms. Kelly R. Anderson				b. TELEPHONE NO. (No collect calls) 812-854-3862		
9. ISSUED BY CONTRACTING OFFICER Code 1165 Bldg 3291 NAVSURFWARCE CRANE IN 47522- 300 HWY 361, CRANE IN 47522-5001		CODE N00164		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED SET ASIDE: 100 % FOR SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) NAICS CODE: 334511 SIZE STD: 750		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		
						12. DISCOUNT TERMS N/30		
						13b. RATING DO-A50		
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
15. DELIVER TO NAVSURFWARCE CRANE BLDG. 3291 MARK FOR CODE 805E ; Brenda Hughes 300 HWY 361 CRANE IN 47522-5000				16. ADMINISTERED BY				CODE
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE		18a. PAYMENT WILL BE MADE BY			CODE
DUNS: PHONE NO. FAX								
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE PAGE 2.							
25. ACCOUNTING AND APPROPRIATION DATA See page 3.						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH <input checked="" type="checkbox"/> OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE			32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>			37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE	42a. RECEIVED BY (Print)				
				42b. RECEIVED AT (Location)				
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

Continuation of any SF 1449 block in accordance with FAR subparagraph 12.303(b)

Schedule of Supplies/Services Items 19 – 24.

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0001	Redesign of Helmet Mount IAW performance specification and Statement of Work; and delivery of 5 each prototype units	1	LO	\$	\$
0002	Option for Production Quantities	Min 500 Max 5,000	EA EA	\$	\$
Total Contract					\$

SCHEDULE NOTES:

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.

BLOCK 25: ACCOUNTING AND APPROPRIATION DATA IS AS FOLLOWS:

<u>ACRN</u>	<u>Line Of Accounting</u>				<u>Amount</u>		
A1	To be provided at time of award						
	<u>(Local Use)</u>			<u>Unit</u>		<u>Contract</u>	<u>Progress</u>
<u>ACRN</u>	<u>CLIN</u>	<u>Shop/REQN #</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>	<u>Type</u>	<u>Payments</u>
A1				ea			

SPECIAL PAYMENT INSTRUCTIONS

- 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

- The contract ACRN associated with each CLIN/SUBCLIN shall be referenced on page 1 of the invoice by CLIN/SUBCLIN.
- **IF DFAS-CO IS THE PAYING OFFICE ORIGINAL INVOICE GOES TO COLUMBUS WITH COPY TO VENDOR PAY**
- 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 47522-5000

Or e-mail the invoice to the following address: cnin_Vendor Pay@crane.navy.mil

COMMANDING OFFICER
 CODE 805E, ATTN MS. Bev Inman, BLDG 3168
 NAVSURFWARCENDIV
 300 HIGHWAY 361
 CRANE, IN 47522-5000

Or e-mail the invoice to the following address: inman_bev@crane.navy.mil

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

PROMPT PAYMENT CONSTRUCTIVE ACCEPTANCE (5814)

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

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.

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (5815)

DFARS 252.232-7003 is hereby incorporated into the contract by reference. For purposes of implementation of electronic finance payment invoicing under NSWC Crane contracts, WAWF-RA is applicable in accordance with [Deployment of Wide Area WorkFlow - Receipt and Acceptance](#) OUSD(AT&L)(DP) memo 1 Apr 2002. Other electronic systems are not to be utilized.

For other than finance payment request invoices, NSWC Crane is currently working with the WAWF-RA program office to develop an interface between the financial system and WAWF-RA. However, this interface is not currently in place and NSWC Crane cannot currently accept WAWF-RA invoices for payment against lines of accounting cited in contracts/orders issued and certified for payment by NSWC Crane (DoDAAC N00164 / FC).

In accordance with DFARS 252.232-7003(c), the contractor is required to submit their receipt and acceptance documentation with delivery of the materials. Invoices for payment shall be submitted in hard copy in accordance with the Submission of Invoice Clause herein to the following address:

Vendor Pay	Commanding Officer
Code 00M2 Bldg 3173	Code 805E, Attn: Ms. Bev Inman, Bldg 3168
NSWC Crane	NSWC Crane
300 Highway 361	300 Highway 361
Crane IN 47522-5000	Crane, IN 47522-5000

PAYMENT STATUS INQUIRIES

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

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

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

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

List your Commercial and Government (CAGE) Code and DUNS # in Block 17a.of Page 1.

It is requested that technical questions concerning this procurement be submitted, via electronic mail not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 8 on page 1 submitted to the following e-mail address: andersonkr@crane.navy.mil .

Contract Clauses in accordance with FAR subparagraph 12.303(c)

<u>Far Subparagraph</u>	<u>Title</u>	<u>Date</u>
52.212-04	Contract Terms & Conditions--Commercial Items	Oct 2003

NOTE: The clause at FAR 52.212-4 has been tailored for this procurement as follows:

ADDENDUM to 52.212-4

The following paragraph is hereby added to the clause:

(t) *Contractor Performance Reports.* The Government may evaluate the performance of the contractor awarded the contract resulting from this solicitation, in accordance with FAR 42.1500. The following performance rating factors will be utilized:

- Quality
- Cost Control
- Timeliness of Performance
- Business Relations
- Customer Satisfaction

Paragraph (o) is amended as follows:

STANDARD COMMERCIAL WARRANTY 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.)** *End of Addendum to 52.212-4*

Delivery is required as follows:

<u>CLINs</u>	<u>QTY</u>	<u>Required Delivery</u>
0001	1 LOT	22 weeks After Effective Date of Contract
0002	500 Each	120 days After Effective Date of Delivery order

NOTE: Early deliveries are acceptable at no additional cost to the Government.

PLACE OF DELIVERY

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

**NAVSURFWARCENDIV CRANE
BLDG 3291
MARK FOR CODE 805H: Attn: Brenda Hughes
300 HWY 361,
CRANE IN 47522-5000**

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 A.M. and 2:00 P.M. Eastern Standard Time. The receiving facility for this material is closed on Saturdays and Sundays.

INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION (5604)

Items 0001 – 0002 Inspection and acceptance shall be made at destination by a representative of the Government.

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.

<u>FAR Paragraph No</u>	<u>Title</u>	<u>Date</u>
52-211-15	Defense Priority and Allocation Requirements	Sep 1990
52.233-02	Service of Protest	Aug 1996
52.242-15	Stop Work Order	Aug 1989
52.243-1	Changes – Fixed Price	Aug 1987
52-247-34	F. O. B. Destination	Nov 1991
PART II		
<u>DFAR Para No</u>	<u>Title</u>	<u>Date</u>
252.204-7004	Required Central Contractor Registration	Nov 2003

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.

Contract Terms and Conditions Required To Implement Statutes or Executive Orders--Commercial Items (MAY 2004) (FAR 52.212-5)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

___(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

___(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___(4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___(ii) Alternate I (MAR 1999) of 52.219-5.

___(iii) Alternate II (JUNE 2003) of 52.219-5.

___(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___(ii) Alternate I (OCT 1995) of 52.219-6.

___(iii) Alternate II (MAR 2004) of 52.219-6.

___(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___(ii) Alternate I (OCT 1995) of 52.219-7.

___(iii) Alternate II (MAR 2004) of 52.219-7.

X 7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

X 8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___(ii) Alternate I (OCT 2001) of 52.219-9.

___(iii) Alternate II (OCT 2001) of 52.219-9.

___(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___(ii) Alternate I (JUNE 2003) of 52.219-23.

___(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X 12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004).

X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

___(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

___(18) 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).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___(21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

__ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

__ (23)(i) 52.225-3, Buy American Act--Free Trade Agreement--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

__ (ii) Alternate I (JAN 2004) of 52.225-3.

__ (iii) Alternate II (JAN 2004) of 52.225-3.

__ (24) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X(25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s., proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

__ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

__ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

__ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X(30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

__ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

__ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

__ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

__ (34)(i) 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).

__ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

__ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, *et seq.*).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business

concerns) exceeds \$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 (April 2002) (E.O. 11246).

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

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 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 include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items. (MAY 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

<input type="checkbox"/>	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
<input checked="" type="checkbox"/>	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
<input type="checkbox"/>	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
<input checked="" type="checkbox"/>	252.225-7001	Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
<input type="checkbox"/>	252.225-7012	Preference for Certain Domestic Commodities (MAY 2004) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7014	Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
<input type="checkbox"/>	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (___ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
<input type="checkbox"/>	252.225-7021	Trade Agreements (JAN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
<input type="checkbox"/>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

_____	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
_____	252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004) (___ Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
_____	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
_____	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003)(Section 8021 of Pub. L. 107-248).
_____	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
_____	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
<u> X </u>	252.232-7003	Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
_____	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
<u> X </u>	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (___ Alternate I) (MAR 2000) (___ Alternate II) (MAR 2000) (___ Alternate III)(MAY 2002)(10 U.S.C. 2631).
_____	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

Provisions Section in accordance w/ FAR 12.303(e)

PROVISIONS

Title and Date

Instructions to Offerors -- Commercial Items (JAN 2004)

FAR Paragraph No.

52.212-1

NOTE: The provision at 52.212-1 has been tailored as follows: (See addendum 2 below).

Addendum 2 Tailoring

<u>FAR Para No</u>	<u>Title</u>	<u>Date</u>
52.215-05	Facsimile Proposals	Oct 1997

(End of Clause)

EVALUATION--COMMERCIAL ITEMS (JAN 1999) (FAR 52.212-2)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors listed in descending order of importance will be utilized to evaluate offers:

Past performance and price will be evaluated.

(b) Offers will be evaluated to determine compliance with the Performance Specification (PS) as set forth in the solicitation.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

PAST PERFORMANCE

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

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

Past performance is assessed by the SSA/Contracting Officer and is assigned a narrative rating in the evaluation. Each offeror will be given an adjectival rating on past performance: highly favorable, favorable, neither favorable nor unfavorable, unfavorable, or highly unfavorable. Offerors who do not have same or similar past performance information reasonably available to the Contracting Officer will be rated neither favorable nor unfavorable. The Government reserves the right to award to other than the lowest priced offer as set forth elsewhere in the solicitation. In addition, the Government may accept other than the lowest priced offer if doing so would result in greater value to the Government in terms of technical performance, quality, reliability, life cycle cost, or lower overall program risk. As a part of the past performance evaluation, the Government will assess the offeror's previous compliance with the requirements of FAR 52.219-8 and 52.219-9 as applicable.

TECHNOLOGY IMPROVEMENTS (OCT 1991) 5252.239-9605

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)

52.212-3 -- OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS. (JAN 2004)

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

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

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

(1) Means a small business concern-

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

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

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

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

"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) 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 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.

"Women-owned small business concern" means a concern 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) 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 Internal Revenue Service (IRS).

(2) 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.]

(3) *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 United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government;

(4) *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 _____.

(5) *Common parent.*

* Offeror is not owned or controlled by a common parent:

* Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

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

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(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.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, * is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it * is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).]* The offeror represents as part of its offer that it * is, * is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]* Offeror represents as follows:

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either-

(A) It * is, * is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It *has, * has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(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 CFA part 126, and the representation in paragraph ©(10)(I) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture *[The offeror shall enter the name or names of 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.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) *Previous contracts and compliance.* The offeror represents that --

- (i) It * has, * has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It * has, * has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

- (i) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreement - Israeli Trade Act, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreement--Israeli Trade Act."

- (ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreement-Israeli Trade Act":

FTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act- Free Trade Agreement-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (JAN 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreement-Israeli Trade Act":

Canadian End Products

Line Item No.:

[List as necessary]

(3) *Buy American Act- Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (JAN 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals * are, * are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) * 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 Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offerors; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and* are, * are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

--	--

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) 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.

CONTRACTOR PERFORMANCE DATA (6201)

The offeror shall demonstrate past performance through completion of the "Contractor Performance Data Sheet". The Contractor Performance Data Sheet shall be completed in its entirety. Additionally, Offerors are urged to submit brief and concise responses, within the confines of the space allotted. *Failure to submit the completed Contractor Performance Data Sheet (along with the proposal) shall be considered certification (by signature on the proposal) that the contractor has no past performance for like or similar items for the Government to evaluate.*

CONTRACTOR PERFORMANCE DATA SHEET

NOTE: THE INFORMATION PROVIDED MAY BE USED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING COSTS/PRICE, TECHNICAL, AND DELIVERY OBJECTIVES.

POINTS OF CONTACT PROVIDED MAY BE CONTACTED TO CONFIRM INFORMATION PROVIDED AND TO GATHER INFORMATION ON TECHNICAL PERFORMANCE, QUALITY, LIFE CYCLE COST AND/OR RELIABILITY. THE RESULTS MAY BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR (S).

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

Contractor Name: RFP # N00164-04-R-8523
 Address: POC: (Person who can verify data)
 Telephone:
 Division: FAX:
 e-mail of offeror POC:

CONTRACT INFORMATION

Contract Number: Date Completed:
 Contract Type: Fixed Price Cost Reimbursement Other (Specify)
 Item Description:
 Contract Quantity/Length of Service:
 Customer Name: Customer POC: (Person who can verify data)
 Address: Telephone:
 FAX:
 e-mail of Verification POC:

QUALITY

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

Was consideration or a monetary withhold for non-conforming supplies/services or late deliveries assessed against this contract?

YES* ___ NO ___ (Explanation)

Was/is any part of this contract terminated for default and/or litigation?

YES* ___ NO ___ (Explanation)

Was any warranty work completed on delivered items?

YES* ___ NO ___ (Explanation)

Did you receive any quality awards in the past three years?

YES* ___ NO ___ (List Awards)

TIMELINESS

Were all items (including products, services, reports, etc.) delivered within the original contract schedule?

YES ____ NO * ____ (Explanation)

COST FOR COST TYPE CONTRACTS:

Was the original contract estimated cost met?

YES ____ NO* ____ (Explanation)

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

+ _____ -

OTHER PERTINENT INFORMATION

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

WORLD WIDE WEB SOLICITATION INFORMATION

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

Any amendments to the subject solicitation will be posted to the NSWC Crane Division WWW Page <http://www.crane.navy.mil/supply/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.

EXHIBITS/ATTACHMENTS SECTION IN ACCORDANCE WITH FAR 12.303(D)

Performance Specification for Design, Development and Delivery of Prototypes and Option for Production Quantities for TACAIR Night Vision Helmet Mount System, dated 22 July 2004, 5 Pages

Statement of Work for the AN/AVS-9 Night Vision Image Intensifier Set (NVIIS) TACTICAL AIRCRAFT (TACAIR) Helmet Mount Redesign, dated 22 July 2004, 5 Pages

Contractor Data Requirements Lists

- A001 Acceptance Test Plan
- A002 Contractor Progress, Status and Management Report
- A003 Commercial Drawings and Associated Lists
- A004 Engineering Change Proposal (ECP)
- A005 Request for Deviation
- A006 Request for Waiver
- A007 Notice of Revision
- A008 Commercial Off the Shelf Manual and Associated Supplemental
- A009 Provisioning Technical Documentation

PERFORMANCE SPECIFICATION FOR
DESIGN, DEVELOPMENT AND DELIVERY OF PROTOTYPES AND
OPTION FOR PRODUCTION QUANTITIES FOR
TACAIR NIGHT VISION HELMET MOUNT SYSTEM

1. SCOPE. This specification sets forth the requirements for design and development of an improved fixed-wing ejection Tactical Aircraft (TACAIR) Type Helmet Mount Assembly and delivery of 5 prototype units for Government testing and evaluation, with an option for production quantities, which may include minor modifications desired by the Government to the prototype unit. The improved TACAIR Type Helmet Mount Assembly shall form an interface between the ITT Night Vision Image Intensifier System (NVIIS) F4949G, Government Type designator AN/AVS-9, and the HGU-68 or HGU-85 Gentex Helmet employed by United States Marine Corps and Navy TACAIR aircrew.

2. APPLICABLE DOCUMENTS.

2.1. Drawings.

2.1.1. 2.1.1. ITT Drawing for Helmet attachment bracket system / helmet modification kit (Part # 265030-3) dated 1/17/02 shall be used to interface with the helmet.

2.1.2. ITT Drawing for Helmet Mount (Part # 264317-3) (includes shield) dated 11/24/02 shall be used for information.

2.1.3. ITT Drawing for Helmet Mount Assembly (Part # 268495-2) (without shield) dated 7/29/02 shall be used for information.

2.1.4. ITT Drawing for AN/AVS-9 (Part # 264359) dated 3/21/02 shall be used to interface with the redesigned Helmet Mount Assembly.

2.2. Government Standards.

2.2.1. MIL-PRF-49425 (CR) EMI Requirements dated 3 June 1998.

3. REQUIREMENTS.

ITT F4949 Series NVIIS Binocular Helmet Mount Assembly. The contractor shall develop a Helmet Mount Assembly that meets all requirements specified herein.

3.1. Helmet Mount Assembly.

3.1.1. Weight. The Helmet Mount Assembly shall be lighter in weight than the present mount, which is approximately 240 grams. Binocular assembly shall not be greater than 550 grams. The total combined weight of the binocular assembly, detachable Helmet Mount Assembly (including any integral power source with batteries) and helmet modification kit shall be less than 790 grams.

3.1.2. Size. The size of the redesigned Helmet Mount Assembly shall be no larger than the current mount.

3.1.3. Material. The Helmet Mount Assembly shall be made of a lightweight, non-breakable material. The improved design shall eliminate cracking of the Helmet Mount Assembly / binocular connection being experienced on the baseline.

3.1.4. Power Source

3.1.4.1. The Helmet Mount Assembly shall provide an improved power source from the baseline that currently utilizes short energy life, expensive batteries. Power requirement that drives the AN/AVS-9 Night Vision Image Intensifier System (NVIIS) is 3 volts Direct Current (DC). Improved power source solutions considered may be from AA alkaline or lithium batteries. The power source used shall be a standard commercial or military battery, which is compatible for use in aircraft operations when oxygen is in use. Recommended lithium batteries by part number that meet performance parameters at ambient temperature are: BR2/3A, TL-2155, TL-2100, CR123 and CR17450E. Any integral power pack battery housing shall have an end cap which can be removed and replaced by hand and which has a moisture resistant seal and retaining tether. Batteries shall be capable of being changed within one minute while in flight by an operator at the aircrew's station wearing flight gloves (Flyers Summer Gloves, NSN 8415-01-029-0113). Each power source shall provide sufficient power to operate the NVIIS system for 2 hours over a temperature range of -5° C to +55° C. The discharge requirement is 53 milliamperes for 7 hours. At +20° C, the endurance will be in excess of 5 hours supporting a total operational endurance of 10 hours.

3.1.4.2. Backup Power Source. A battery backup power source must be provided for in flight use and ground checks.

3.1.4.3. Power Select. Power select switch must be provided in the event of loss of primary power to switch to backup power in flight and ground use.

3.1.4.4. Wiring. The Helmet Mount Assembly shall have minimal exposed external wiring.

3.1.5. Low Battery Indication (LBI)

The Helmet Mount Assembly shall provide an LBI in a position so a crewmember wearing the device can see the indication. The power source shall contain circuitry that monitors the voltage of the power source and triggers a LBI located in the crewmember's view to blink when the power source / battery(ies) approach end of life. The LBI Light Emitting Diode (LED) shall begin to blink when the voltage supplied by the power source in use decreases to 2.1 +/- 0.1 VDC. If the system is designed to operate from a single AA battery, the LBI Light Emitting Diode (LED) shall begin to blink when the voltage supplied by the battery in use decreases to 0.9 +/-0.07 Vdc.

3.1.6. Adjustment of the Helmet Mount Assembly. The Helmet Mount Assembly shall allow the user to adjust the position of the Binoculars as follows:

3.1.6.1. Positioning. Using only one hand, the Helmet Mount Assembly shall provide the means for aircrew to quickly remove the binocular from the helmet, position the binocular into a stowed position out of the user's line of sight while remaining attached to the helmet, and return it to the operating position again when needed. Binocular components shall be attachable and detachable from Helmet Mount Assembly without visual acquisition.

3.1.6.2. Position Locking. The Helmet Mount Assembly shall provide a lock operating and locked stowed capability. The binocular shall move from both the operating position to the stowed position or the stowed position to the operating position with less than a 10 g force, and always remain in the mount when the lock release button is activated. The binocular shall lock in position for both the operating and stowed positions. The image intensifier tubes shall not be activated when the binocular is in the stowed position.

3.1.6.3. Height of Mount and Binocular. In either position, operating or stowed, the mount and the binocular shall not extend over 3 inches above the top most part of the helmet and not outside the parallel planes of the sides of the helmet when the pilot is facing forward and seated in a normal vertical position with helmet positioned normally.

3.1.6.4. Vertical Adjustment: The Helmet Mount Assembly shall provide the means for vertical adjustment. The vertical adjustment in the mount shall vary the vertical distance of the binocular relative to the mount a distance not less than 25 mm.

3.1.7. Inadvertent Binocular Separation. The Helmet Mount Assembly shall prevent inadvertent binocular separation from the Helmet Mount Assembly when the binocular may strike a portion of the aircraft canopy or other aircraft structures during head movement.

3.1.8. Breakaway: The Helmet Mount Assembly shall provide breakaway capability when system forces experienced are greater than 10 g. The minimum force required for the binocular to breakaway from the mount in a forward direction from the pilot's head shall be between 11 and 15 g. At 15 g force, the binocular shall breakaway from the mount within one second. The binocular shall not breakaway and the vertical adjustment shall not move when a downward force of 10 g is applied. The fore-aft adjustment shall not move when a forward force of 10 g is applied.

3.1.9. Interface. The Helmet Mount Assembly shall form the interface between the helmet and the binocular assembly and shall include the power source or improved power source solution.

3.1.9.1. The Helmet Mount Assembly shall interface with the NVIIS produced by ITT Industries, Government Type Designator AN/AVS-9, Models F4949G, F4949G-T and F4949R-T.

3.1.9.2. The Helmet Mount Assembly shall interface with the present helmet that is worn by TACAIR pilots, Gentex Helmet HGU-68/P or HGU-85/P.

3.1.9.3. The current Helmet Mount Bracket Kit, Part Number 265030-3 shall be used to interface with the helmet. The Helmet Mount Assembly shall interface with the current helmet attachment bracket system that is utilized / mounted on a TACAIR HGU-85/68/P helmet without changes.

3.1.10. Center of Gravity (CG)

The Improved Helmet Mount Assembly shall alleviate as much as possible forward CG. The Helmet Mount Assembly shall provide a safe integrated CG with the aircrew's helmet and headgear to prevent neck fatigue during extended use and neck injuries during ejection from aircraft. The solution to improve overall CG varies from one ejection seat to another and from one size occupant to another for ejection safety. The solution proposed shall improve CG for variables in size and ejection seats. The mass properties of a size Large HGU-68(V)6/P with AN/AVS-9 goggles (in the X-Z plane) are: Mass: 3.72 lbs, CGx: 2.54 inches

from Occipital Condyle (OC), CGz: 2.59 inches from OC, Iy: 77.4 lb-in² about the CG. These numbers do not include mask, step-in visor or the headform mass properties. The Navy will evaluate CG for the various ejection seats used in USN / USMC tactical aircraft use the AN/AVS-9 Night Vision Image Intensifier Set.

3.1.11. Electro Magnetic Interference (EMI): Electro Magnetic Interference (EMI) shall not affect the redesigned Helmet Mount Assembly. Current problem results in an LBI light flashing when SPS-49 radar antenna sweeps near an operating AN/AVS-9 NVIIS. The SPS-49 Radar frequency band is 850-942 MHz with a transmitting power of 280-360 kW peak power with a scan rate of 6-12 rpm depending on version being used. A Prime Item Function Specification for the Long Range Air Surveillance Radar AN/SPS-49A(V)1 that is unclassified and contains performance parameters for all versions of the AN/SPS-49A(V)1 Radar currently in use on US Navy ships is available upon request. There is also a classified portion that has specific classified information that can be provided upon request. The Helmet Mount Assembly, when properly incorporated within the NVIIS system, shall comply with the EMI requirements of MIL-PRF-49425 (CR).

3.1.12. Maintenance: The Helmet Mount Assembly shall require minimal maintenance consisting of: remove/replace batteries, remove/replace mount from helmet shield and cleaning of entire mount.

3.1.13. Environmental Requirements.

3.1.13.1 Foreign Object Damage (FOD): The Helmet Mount Assembly dDesign shall prevent FOD hazards from occurring.

3.1.13.2. Salt Environment. The Helmet Mount Assembly shall be capable of operating in a salt spray environment without corrosion. The mount shall not be damaged and shall operate without degradation of performance after a minimum 48 hour exposure to a salt-fog atmosphere of sodium chloride containing (on a dry basis) not more than 0.1% sodium iodide and not more than 0.5% total impurities, followed by a minimum drying period of 48 hours.

3.1.13.3. Explosive Environment: The mount and mount circuitry shall not cause ignition of a gaseous air mixture when operating in an explosive atmosphere environment.

3.1.13.4. Temperature Environment: The mount shall not be damaged nor suffer degradation of performance by continuous operation from +52° C to -32° C or after storage from +85° C to -32° C. The mount shall not be damaged nor suffer degradation of performance by sudden temperature changed from +23° C to +85° C and +23° C to -32° C occurring within five (5) minutes. Soak time at each temperature extreme shall be sufficient to attain stabilization.

3.1.13.5. Humidity: The mount shall not be damaged nor suffer degradation of performance when subjected to not less than 95% relative humidity at temperatures varying between +21° C and +65° C for a period of not less than 240 hours.

3.1.14. Workmanship: All mounts shall be free from burrs, dirt, grease, rust, corrosion, any embedded or surface foreign material, excessive adhesive, cracks, splits, cold flow, shrinkage, inclusions, porosity, or any similar characteristics. Threads shall be full and undamaged for their entire length or depth. Joints and seams shall be a tight fit, and electrical wiring shall be secure with unbroken insulation. All moving parts and adjustments shall move freely throughout their entire range without sticking, binding, or creeping.

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO.				B. EXHIBIT A		C. CATEGORY: TDP TM OTHER							
D. SYSTEM/ITEM AN/AVS-9 TACAIR HELMET MOUNT				E. CONTRACT/PR NO. N00164-04-R-8523		F. CONTRACTOR ITT INDUSTRIES							
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM ACCEPTANCE TEST PLAN			3. SUBTITLE TEST PLAN								
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE SOW 3.2.2		6. REQUIRING OFFICE NSWC, CRANE, CODE 805H							
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED SEE BLK 16		10. FREQUENCY OTIME		12. DATE OF FIRST SUBMISSION 45 DAC		14. DISTRIBUTION					
8. APP CODE		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE		b. COPIES (e-mail)					
						Draft		Final					
								Reg Repro					
<p>16. REMARKS: BLK 4 - Block 10 of Data Item. Contractor format is acceptable</p> <p>BLK 8 - The Government will review the draft plan for technical content and adequacy in accordance with the requirements of the contract statement of work. Written comments to be incorporated into the final plan will be provided within 30 days after receipt of the draft.</p> <p>BLK 9 - DISTRIBUTION STATEMENT D. "Distribution authorized to the Department of Defense and DoD contractors only (protect technical/operational data or information) as of 01 JUL 04. Other requests for shall be referred to GAPO.</p> <p>BLK 14: Submit the draft and final via email.</p>						hughes_b@crane.navy.mil		1		1			
						15. TOTAL							
G. PREPARED BY				H. DATE		I. APPROVED BY		J. DATE					

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
INSERT IN SECT. B

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.</small>							
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER			
D. SYSTEM/ITEM AN/AVS-9 TACAIR HELMET MOUNT			E. CONTRACT/PR NO. N00164-04-R-8523		F. CONTRACTOR ITT INDUSTRIES		
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM COMMERCIAL DRAWINGS AND ASSOCIATED LISTS			3. SUBTITLE NSN ASSIGNMENT/PRODUCT BASELINE		
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE SOW 3.5.2		6. REQUIRING OFFICE NSWC, CRANE, CODE 805H		
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED	10. FREQUENCY OTIME	12. DATE OF FIRST SUBMISSION 30 DAC		14. DISTRIBUTION		
8. APP CODE A	SEE BLK 16		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	d. COPIES (e-mail)	
						Draft	Final
						Reg	Repro
<p>16. REMARKS: BLK 4 - Block 10 of Data Item. Contractor format is acceptable</p> <p>BLK 8 - Government will review the draft drawings for adequacy and technical content in accordance with the contract SOW requirements. Written comments to be incorporated into the final drawings will be provided within 30 days after receipt of the draft.</p> <p>BLK 9 - DISTRIBUTION STATEMENT D. "Distribution authorized to the Department of Defense and DoD contractors only (protect technical/operational data or information) as of 01 JUL 04. Other requests shall be referred to GAPO.</p> <p>BLK 14 - Submit the draft and reproducible final in mutually agreed upon format at time of award. Draft drawings shall be provided via email.</p>					hughes_b@crane.navy.mil	1	1
G. PREPARED BY			L. DATE		M. APPROVED BY		J. DATE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
INSERT IN SECT. B

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.								
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER					
D. SYSTEM/ITEM AN/AVS-9 TACAIR HELMET MOUNT			E. CONTRACT/PR NO. N00164-04-R-8523		F. CONTRACTOR ITT INDUSTRIES			
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM ENGINEERING CHANGE PROPOSAL (ECP)			3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE 3.5.3 / 3.5.4		6. REQUIRING OFFICE NSWC, CRANE, CODE 805H			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ		14. DISTRIBUTION			
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION ASREQ		a. ADDRESSEE		b. COPIES	
						Draft	Final	
						Reg	Repro	
16. REMARKS: BLK 4 - BLK 10 OF DATA ITEM DESCRIPTION. The ECP may be in contractor format. Contractor may use Appendix D of MIL-STD-973 and form DD 1692 as guidance. BLK 8 - The Government will review the ECP for technical, impact, merit and classification of the request. Comments will be provided within 30 days after receipt of the ECP. BLK 9 - Distribution Statement D. "Distribution authorized the Department of Defense and DoD contractors only (protect technical/operational data or information) as of 01 JUL 04. Other requests for this document shall be referred to GAPO. BLKS 10, 12 AND 13 – Submit the ECP to NSWC CRANE CODE 805H for review and concurrence with the content via email. Final Approval of the ECP will be granted by NAVAIR CCB., notification of approval will be provided within 60 days by the NSWC PCO. BLK 14 – Provide via email. Format shall be compatible with Windows 2000 office applications or other format agreed upon at award.					hughes_b@crane.navy.mil	1	1	
G. PREPARED BY			N. DATE		J. DATE			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
INSERT IN SECT. B

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188						
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.												
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER									
D. SYSTEM/ITEM AN/AVS-9 TACAIR HELMET MOUNT		E. CONTRACT/PR NO. N00164-04-R-8523		F. CONTRACTOR ITT INDUSTRIES								
1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM REQUEST FOR DEVIATION			3. SUBTITLE								
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE 3.5.3		6. REQUIRING OFFICE NSWC, CRANE, CODE 805H							
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ		14. DISTRIBUTION							
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION ASREQ		a. ADDRESSEE	b. COPIES						
						Draft	Final					
						Reg	Repro					
16. REMARKS: BLOCK 4 - BLK 10 OF DATA ITEM DESCRIPTION. The deviation may be in contractor format. Contractor may use Appendix D of MIL-STD-973 and form DD 1692 as guidance. BLK 8 - The Government will review the deviation for technical, impact, merit and classification of the request. Comments will be provided within 30 days after receipt of the ECP. BLK 9 - Distribution Statement D. "Distribution authorized the Department of Defense and DoD contractors only (protect technical/operational data or information) as of 01 JUL 04. Other requests for this document shall be referred to GAPO". BLKS 10, 12 AND 13 – Submit the deviation to NSWC CRANE CODE 805H for review and concurrence with the content. Final Approval of the deviation will be granted by NAVAIR CCB, notification of approval will be provided within 60 days of receipt of deviation by the NSWC PCO. BLK 14 - Submit the deviation via email in Microsoft Word 2000 document format.					hughes_b@crane.navy.mil	1	1					
					15. TOTAL						1	1
G. PREPARED BY			O. DATE		J. DATE							

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
INSERT IN SECT. B

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188						
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.												
A. CONTRACT LINE ITEM NO.			B. EXHIBIT A	C. CATEGORY: TDP TM OTHER								
D. SYSTEM/ITEM AN/AVS-9 TACAIR HELMET MOUNT			E. CONTRACT/PR NO. N00164-04-R-8523		F. CONTRACTOR ITT INDUSTRIES							
1. DATA ITEM NO. A006		2. TITLE OF DATA ITEM REQUEST FOR WAIVER			3. SUBTITLE							
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE 3.5.3		6. REQUIRING OFFICE NSWC, CRANE, CODE 805H							
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ		14. DISTRIBUTION							
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION ASREQ		a. ADDRESSEE		b. COPIES					
						Draft	Final					
						Reg	Repro					
16. REMARKS: BLOCK 4 - BLK 10 OF DATA ITEM DESCRIPTION. The waiver may be in contractor format. Contractor may use Appendix D of MIL-STD-973 and form DD 1692 as guidance. BLOCK 8 - The Government will review the waiver for technical, impact, merit and classification of the request. Comments will be provided within 30 days after receipt of the waiver. Block 9 - Distribution Statement D. "Distribution authorized the Department of Defense and DoD contractors only (protect technical/operational data or information) as of 01 JUL 04. Other requests for this document shall be referred to GAPO". BLOCKS 10, 12 AND 13 – Submit the waiver to NSWC CRANE CODE 805H for review and concurrence with the content. Final Approval of the waiver will be granted by NAVAIR CCB, notification of approval will be provided within 60 days by the NSWC PCO. Submit via email and shall be compatible with Windows 2000 and in MS Office applications.					hughes_b@crane.navy.mil		1	1				
										15. TOTAL		1
G. PREPARED BY			P. DATE	Q. APPROVED BY		J. DATE						

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
INSERT IN SECT. B

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER				
D. SYSTEM/ITEM AN/AVS-9 TACAIR HELMET MOUNT		E. CONTRACT/PR NO. N00164-04-R-8523		F. CONTRACTOR			
1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM NOTICE OF REVISION			3. SUBTITLE ITT INDUSTRIES			
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE 3.5.3		6. REQUIRING OFFICE NSWC, CRANE, CODE 805H		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ		14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION ASREQ		a. ADDRESSEE		b. COPIES
					Draft	Final	
					Reg	Repro	
16. REMARKS: BLOCK 4 - BLK 10 OF DATA ITEM DESCRIPTION. The NOR may be in contractor format. Contractor may use Appendix D of MIL-STD-973 and form DD 1692 as guidance. BLOCK 8 - The Government will review the NOR for technical, impact, merit and classification of the request. Comments will be provided within 30 days after receipt of the waiver. Block 9 - Distribution Statement D. "Distribution authorized the Department of Defense and DoD contractors only (protect technical/operational data or information) as of 01 JUL 04. Other requests for this document shall be referred to GAPO" BLOCKS 10, 12 AND 13 – Submit the NOR to NSWC CRANE CODE 805H for review and concurrence with the content. Final Approval of the NOR will be granted by NAVAIR CCB, notification of approval will be provided within 60 days by the NSWC PCO. Submit via email and shall be compatible with Windows 2000 and in MS Office applications.					hughes_b@crane.navy.mil	1	1
					15. TOTAL		
G. PREPARED BY		R. DATE	S. APPROVED BY			J. DATE	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE
INSERT IN SECT. B

