

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 31	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N00164-04-R-6942	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ROGER BRETT		b. TELEPHONE NUMBER (No Collect Calls) 812-854-5269		6. SOLICITATION ISSUE DATE 21-Sep-2004	
9. ISSUED BY NAVAL SURFACE WARFARE CENTER R.BRETT (812-854-5269) BLDG. 64 300 HIGHWAY 361 CRANE IN 47522-5001 TEL: 812-854-5269 FAX: 812-854-5666		CODE N00164		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 334519 SIZE STANDARD: 500		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) 13b. RATING DO 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO NAVAL SURFACE WARFARE CENTER KYLE DECKARD BLDG 3287, CODE 6093 300 HIGHWAY 361 CRANE IN 47522-5001 TEL: 812-854-2191 FAX:		CODE N00164		16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TEL.		FACILITY CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
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	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input 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 OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER
	42b. RECEIVED AT (<i>Location</i>)	
	42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

CLAUSES INCORPORATED BY FULL TEXT

Continuation of any SF 1449 blocks in accordance with (IAW) FAR 12.303(b)

Continuation of Blocks 11 & 15 Delivery Page 4
 Continuation of Block 18 Invoice Submittal Page 13
 Continuation of Block 19-24 Schedule Page 3
 Continuation of Block 25 Accounting & Appropriation Data – Page N/A
 For “D” & “G” type contracts –See each individual delivery/task job order.

ITEM NO	SUPPLIES/SERVICES	QTY	U/I	UNIT PRICE	AMOUNT
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0001	Vibration System Electronic vibration testing system consisting of amplifier, controller, sliptable, shakerhead, and other miscellaneous equipment IAW the Statement of Work/Specification in Section "C". Also includes checkout and installation IAW the Statement of Work/Specification in Section "C"	1	Each		
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FOB: Destination
 FFP

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN 0001	INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
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DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001 16-MAY-2005 1 NAVAL SURFACE WARFARE CENTER N00164
KYLE DECKARD
BLDG 3287, CODE 6093
300 HIGHWAY 361
CRANE IN 47522-5001
812-854-2191
FOB: Destination

STATEMENT OF WORK

SPECIFICATIONS FOR AN ELECTRODYNAMIC VIBRATION TEST SYSTEM

1.0 GENERAL

1.1 TYPE OF EQUIPMENT

These specifications describe an electrodynamic vibration test system (VTS) for generating vibration or mechanical shock with sinusoidal, random or transient input signal excitation. The contractor shall be responsible for the design, fabrication, system integration, installation and functional checkout of the VTS at NSWC Crane, and provide equipment indoctrination and familiarization to NSWC Crane personnel. The training shall be a minimum of eight hours of training.

1.2 MAJOR COMPONENTS

The following major components are required:

- 1.2.1 An electrodynamic shaker system rated at 25,000 pounds (111 KN) force sine, with water cooled stators and field coils
- 1.2.2 An air cooled power amplifier for excitation of the shaker armature
- 1.2.3 A direct current supply for excitation of the shaker DC Field and degauss coil
- 1.2.4 Shaker Cooling Blower
- 1.2.5 Interconnecting cables and hoses
- 1.2.6 Shaker water cooling unit
- 1.2.7 Energy conservation is an important factor in lowering operating costs of the VTS. Electrical energy consumption and loading of the air conditioning system in the test area shall be held to a minimum. Heat dissipated to air by the power amplifier shall not exceed 180,000 BTU/Hr (53 kW) at full rated performance.

1.3 UTILITIES AVAILABLE FOR THE VTS ARE:

- 1.3.1 Electrical: 480 V, $\pm 10\%$, 60 Hz, 3 phase
- 1.3.2 Compressed Air: 100 psig (6.9 bar), 5 scfm (8.5 m³/hr)
- 1.3.3 Industrial Water: 35 gpm (133 L/min), 40-80 psig (2.8-5.5 bar), 85°F
(29.4°C) maximum

2.0 SYSTEM PERFORMANCE

2.1 SINE WAVE RATINGS

- 2.1.1 Force output shall be at least 25,000 pounds (111 KN) force peak, continuous duty, except as limited by an acceleration of 200 g peak, a velocity of 80 in/sec, (1.78 m/sec) or a displacement of 1.7 inch (43.2 mm) peak-to-peak. Rating based on 5 min Sine Sweep 5 Hz to 2000 Hz.

Required System Sine Performance:

<u>Test Load</u>		<u>Peak Sine Acceleration</u>
25 lbs (11.3 Kg)	200 to 2000 Hz	200 g
55 lbs (25 Kg)	120 to 2000 Hz	161 g
160 lbs (73 Kg)	75 to 2000 Hz	96 g
650 lbs (295 Kg)	30 to 2000 Hz	33 g
1000 lbs (454 Kg)	20 to 2000 Hz	22.5 g

- 2.1.2 Useable Frequency Range of 5 to 3000 Hz
- 2.1.3 Total Acceleration Harmonic Distortion: At system performance paragraph 2.1.1, total harmonic distortion shall not exceed 10% between 15 Hz and 2000 Hz, except at 2 narrow bands where it shall not exceed 15%.
- 2.1.4 Lateral Motion: At 0.5 inch (12 -1/2 mm) peak-peak displacement or 10 g (whichever is less) between 5 and 2000 Hz, the cross axis motion measured on the thrust center line parallel or perpendicular to the shaker trunnions shall not exceed 10% except at one or two points where it shall not exceed 15% of the driven axis.

2.2 SYSTEM RANDOM OUTPUT

- 2.2.1 Shall be at least 22,000 pounds rms, (98 KN) continuous duty, with a non-resonant mass load of 1,000 lbs (454 Kg) or greater, 20 to 2000 Hz bandwidth, uniform acceleration spectral density, and three sigma acceleration peaks.

- 2.2.2 Shall generate at least 160 g rms with light loads 0 to 20 lbs, (9.1 Kg) 20 to 2000 Hz bandwidth, uniform acceleration spectral density, and three sigma acceleration peaks.

2.3 SYSTEM SHOCK PERFORMANCE

2.3.1 Classical Halfsine (vendor may use optimum pre and post pulse)

- 2.3.1.1 11 milli-sec
100 g with payloads up to 500 lb (227 Kg)
65 g with payloads up to 1000 lb (455 Kg)

- 2.3.1.2 6 ms
315 g with payloads up to 50 lb (23 Kg)
100 g with payloads up to 600 lb (273 Kg)

- 2.3.1.3 4 ms
450 g with payloads up to 20 lb (9 Kg)
100 g with payloads up to 600 lb (273 Kg)

2.3.2 SRS

There are a wide range of SRS tests. Most tests are limited by lack of voltage at frequencies greater than 2000 Hz. For this reason the power amplifier shall allow front panel selection of a 50% boost in output voltage over that available for 80 IPS velocity sine tests. In addition, the system shall be sized to meet the following SRS profile, with a non-resonant load of 270 lbs. Vendor may require manual reconnection of shaker impedance to perform this test. Time for conversion shall be less than 2 hours.

Frequency (Hz)	Response (g)
20	20
100	30
200	90
550	200
1000	1000
1500	2000
2000	2600

Note: with a Q=10, and a 270 lb payload.

2.4 SYSTEM NOISE

Hum and noise in the 0-5 KHz bandwidth measured at the standard monitor accelerometer location in the center of the bare table shall not exceed 0.1 g rms with full shaker field current and the input to the power amplifier shorted.

3.0 SHAKER

3.1 FORCE RATING

25,000 pounds force sine (111 KN), 22,000 pounds (98 KN) rms random

3.2 FREQUENCY RANGE

Shall be at least 2 to 3000 Hz

3.3 DISPLACEMENT

Shall be at least 2.0 inches (51 mm) between overtravel switch contacts

3.4 COOLING

Shall be accomplished by circulation of filtered deionized water for the field coils and stators. Air cooling shall be used for the armature to eliminate the need for fragile water connections to the moving armature.

3.5 ENVIRONMENTAL CONDITIONS

The shaker shall be operable at rated performance in any orientation under single or combined environmental conditions of temperature and humidity.

3.6 MOVING ARMATURE

Shall consist of a magnesium table driven by a bare single turn, solid aluminum ring with no electrical or cooling water connections. All points on all surfaces of the armature including the force-generating ring shall be at ground potential for reasons of safety and reliability. Water-cooling connections or current conducting connections shall not be used because of unreliability at the high accelerations of paragraphs 2.1.1 and 2.3.

3.6.1 Armature weight shall not exceed 100 lbs (45.5 Kg)

3.6.2 The armature fundamental axial resonance shall be at 2275 Hz or above with a bare table. The first diaphragming mode shall be above 2275 Hz also.

3.6.3 The armature table diameter shall be at least 17.5 inches (445 mm) with a load attach bolt circle of 16 inch (406.4 mm) diameter.

- 3.6.4 Specimen attachment shall be via flanged replaceable stainless steel inserts. Keenserts are not acceptable.
- 3.6.5 Hole pattern shall include one insert at center, 4 on 4" bolt circle, 8 on 8", 12", and 16" bolt circles.
- 3.6.6 Suspension stiffness shall be 2000 lbs per inch (36 Kg/mm)
- 3.6.7 Armature guidance shall be accomplished by damped flexures, shear mounts and one central bearing at the bottom of the armature.

3.7 VERTICAL LOAD SUPPORT

- 3.7.1 The armature shall be capable of supporting loads of at least 1900 lbs (862 Kg) with no need of external supports.
- 3.7.2 An automatic optical armature recentering system using load support air bags shall be employed to recenter the loaded armature to its mid-stroke position without operator intervention to allow full 2 inch (51 mm) displacement in the vertical direction. Shaker body motion may subtract from the table motion, depending on the mass of the load.

3.7 PEDESTAL BASE

- 3.7.1 The pedestal base shall allow 360° rotation possibilities.
- 3.7.2 The pedestal base shall provide vibration isolation for all test planes. Specifically, vibration isolation shall be functional when the shaker is connected to the two stand-alone journal bearing tables or when testing in the z-axis or upside down z-axis.
 - 3.7.2.1 The Pedestal base height from the trunnion axis to the foundation shall be 39.50 inches.

3.9 FIELD STRUCTURE

Shall be of double ended, center gap design for high flux density in the air gap and low stray magnetic field at the table top.

- 3.9.1 The stray magnetic field shall be less than 7 gauss (7×10^{-4} TESLA) 6 inches (152 mm) above the table

3.10 SUSPENSION

- 3.10.1 The body suspension shall incorporate an air isolation system.

3.10.2 A method of rotating the shaker body from a vertical position through 90° shall be provided. It shall be equipped with a gear box assembly so that one person can quickly change the body position from the locked vertical position to the locked horizontal position. Provisions for locking the body in vertical or horizontal or any position in between shall be included.

3.11 PROTECTIVE DEVICES

The following protective devices, as a minimum, shall be provided and connected to the system interlocks:

SHAKER

3.11.1 Two normally closed overtravel switches

3.11.2 Normally closed stator overtemperature switches

3.11.3 Normally closed field overtemperature switch

3.11.4 Field discharge rectifier

3.11.5 Normally open air pressure switch

3.11.6 An attitude interlock switch to assure that the slip table hydraulic power supply is on when the shaker is used with a slip table.

HEAT EXCHANGER

3.11.7 Outer loop water pressure

3.11.8 Inner loop water pressure

3.11.9 Inner loop flow

3.11.10 Inner loop conductivity meter with adjustable upper limit shutdown

3.11.11 Automatic deionizer circuit

FIELD

3.11.12 Field voltage

POWER AMPLIFIER

3.11.13 Peak current limit and rms current limit

3.11.14 Peak voltage limit

3.11.15 Front panel adjustable rms current limit to allow reducing output to 25% to protect test items.

3.11.16 Front panel adjustable rms voltage limit to allow reducing output to 25% to protect test items.

3.11.17 Amp overtemp

3.11.18 Door open

3.11.19 Slip table oil pressure

4.0 POWER SUPPLY

The power supply shall furnish variable frequency power to the shaker stator coils and front panel selectable two level DC supply to furnish excitation to the shaker field.

4.1 AMPLIFIER RATINGS

4.1.1 The SSPA shall be capable of driving the shaker to the rated system performance listed in paragraphs 2.1. through 2.3..

4.1.2 Rated output shall be at least 360 KVA.

4.1.3 Total harmonic distortion at rated shaker output bare table shall be less than:
0.5% from DC to 200 Hz
2.0% from 200 to 2000 Hz
3.0% from 2000 to 4000 Hz

4.1.4 Frequency response in the sine mode shall be ± 1 dB, 5 to 3000 Hz.

4.1.5 Signal Input: 2.5 V RMS or less into 10K ohms for full output

4.1.6 Efficiency: Power module conversion efficiency as defined by the ratio of 100 Hz output KVA to input KW multiplied by 100 shall be 90% or greater.

4.1.7 Hum and noise shall be greater than 60 dB below full output with shorted input.

4.1.8 Test article, amplifier and shaker protection.

- 4.1.8.1 Soft Start: To minimize shocking of power amplifier components, there shall be a soft start interval of 500 milliseconds between off state and application of full line voltage.
- 4.1.8.2 Limits: Circuitry to provide front panel adjustable limits for:
1. Overvoltage
 2. Overcurrent
- 4.1.9 Cooling: The power amplifier shall be completely air cooled. Total heat rejected to air at full power shall not exceed 180,000 BTU/hr (53 kW). The shaker cooling system, including closed loop deionized water system and air cooling system, shall be supplied to meet specified ratings.
- 4.1.10 Electromagnetic Interference: Rated electromagnetic interference shall be within the limits specified for industrial devices, group 1 class A, for both radiated and conducted. A three-phase AC line filter shall be supplied and mounted on the amplifier. Power amplifier console must include EMI gasketed panels and doors

4.2 FIELD SUPPLY

Shall furnish DC power to the shaker field for full shaker performance. Front panel selection of an energy saving field connection at approximately 50% of maximum power shall be available.

4.3 LOCAL CONTROL PANEL

The amplifier control panel shall include the following switches, indicators and adjustments:

Switches, etc.

REMOTE
 AUTO
 OFF
 ON
 READY
 SYSTEM POWER
 OPERATE
 TEST LED
 SHOCK
 D.C. OFFSET
 D.C. SUPPLY
 OUTPUT
 GAIN

Indicators

AMP TEMP
 PEAK CURR
 VOLT LIM
 DOOR
 ST OIL PRESSURE
 C.M. FAULT
 SHAKER TEMPERATURE
 SHAKER CURRENT
 SHAKER FIELD
 SHAKER STROKE
 SHAKER COOLANT
 SHAKER HEAT EXCH.
 INPUT VOLTAGE
 INPUT CURRENT
 OUTPUT VOLTAGE
 GAIN BAR GRAPH

- 4.3.1 Control shall be designed to operate from a local panel or an optional remote panel. The remote panel should be quoted as an option. The remote panel should include all of the functions in paragraph 4.3. Operation from either panel shall be selectable and the unused panel shall be automatically locked out
- 4.3.1.1 The control panel shall be pre-wired to allow remote startup, shutdown, and status monitoring via a remote pc.
- 4.3.2 Control panel shall include an auto function whereby the amplifier may be brought from OFF to FULL OPERATION mode with a single remote contact closure. The control panel shall provide output logic indicating when it is in the OPERATE mode.
- 4.3.3 The control panel shall provide digital meter readout of input DC voltage and current and output AC voltage and current.
- 4.3.4 Sine/Random: The system shall automatically sense the operation mode, i.e. sine or random, and automatically adjust the amplifier parameters for optimum performance in the operating mode. No manual reconnections shall be required for operation on sine or random.
- 5.0 Heat exchanger shall be housed in a single 19" electronic rack. It shall include a water to water heat exchanger, inner loop circulating pumps, reservoir, deionizer system, conductivity sensor with meter and limit relay, pressure gages, pressure interlocks, and outer loop water pressure interlock and proportional valve control.

Full shaker performance shall be available with outer loop water up to 80° F. A chiller shall not be required.

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUN 2004
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 Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7014	Preference For Domestic Specialty Metals	APR 2003
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

NOTE: The clause at FAR 52.212-4 has been tailored for this procurement. See Addendum 1.

ADDENDUM 1 - 52.212-4 TAILORING

The following information is hereby added to the clause:

(a) Inspection and acceptance shall take place at NSWC Crane within five days of completion of installation, functional checkout of the VTS, and training of NSWC Crane personnel.

(g) SPECIAL INVOICE/BILLING INSTRUCTIONS

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 in the accounting data, and the payment terms.

The contractor shall submit invoices to:

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

Or e-mail the invoice to the following address:

CRAN_VendorPay@navy.mil

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

(o) The contractor shall provide the Government with its standard commercial warranty as requested in the clause STANDARD COMMERCIAL WARRANTY contained in the solicitation.

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

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

(u) ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

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. A copy of the invoice for payment shall be submitted, in hard copy, in accordance with the Submission of Invoice Clause and Special Invoice Instructions herein.

(v) 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 1449 Solicitation/Contract/Order for Commercial Items	18a
DD1155 Order for Supplies or Services	15

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (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.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the 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 the 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 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.

(b) Notwithstanding the requirements of any other clause in this contract, 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 (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).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 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 (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.

(c) 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)

CLAUSES INCORPORATED BY REFERENCE

52.252-1 Solicitation Provisions Incorporated By Reference FEB 1998

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2004) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract(FAR 52.212-5 (APR 2004) (DEVIATION)), the Contractor shall include the terms of the following clause, 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)

CNIN-I-0001 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.)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for

quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain

information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

NOTE: The provision at 52.212-1 has been tailored (See Addendum 2).

ADDENDUM 2 TAILORING

The offeror shall complete the STANDARD COMMERCIAL WARRANTY text herein. A copy of the offeror's warranty shall be submitted with the initial offer.

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.ccr.gov) (www.ccr.gov) 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.

Paragraph (h) is deleted of FAR 52.212-1 is deleted. There will not be multiple awards.

(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 shall be used to evaluate offers:

Factor 1- Past Performance – Any technical problems associated with recent similar contracts should also be noted.

Sub-factor (a) responsiveness to customer service request after the sale

Subfactor (b) customer satisfaction with machines technical capability and reliability of the machine

Factor 2 – Price – Price

Factor 3 – Subcontracting Plan – A subcontracting plan, if applicable, that is acceptable to the Government must be negotiated.

Factor 1 (past performance) is significantly more important than Factor 2 (price). Factors 1 and 2 are individually significantly more important than Factor 3 (subcontracting Plan) which is not a weighted factor. Within Factor 1, Subfactor (a) and (b) are equal in importance.

(b) The degree of importance of price will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based, or when the price is so significantly high as to diminish the value of the past performance superiority to the Government.

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

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

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004)
ALTERNATE I (APR 2002)

(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 or 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 its stock is owned by one or more women; or

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

"Women-owned 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 stock of which 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):

Average Annual

Number of Employees 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 CFR part 126, and the representation in paragraph (c)(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.

(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.

(d) Certifications and 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 either to the Equal Opportunity clause of this solicitation, the 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 Subparts 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--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--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--Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--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 as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(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 Agreements--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) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--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 Agreements--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)(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 Agreements--Israeli Trade Act."

(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 Agreements--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). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () 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 offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () 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 products.

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 it 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.

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) 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 this solicitation.

(2) 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.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)