

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350) }>		RATING DO-A7	PAGE OF PAGES 1 30
2. CONTRACT NO.	3. SOLICITATION NO. N00164-04-R-6939	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 28 June 2004	6. REQUISITION/PURCHASE NO. 41389888+	
7. ISSUED BY CODE N00164 Commander Code 1164ES, Bldg. 64 NSWC Crane, 300 Highway 361 Crane, IN 47522-5001		8. ADDRESS OFFER TO (If other than Item 7)			

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

SOLICITATION

9. Sealed offers in original and 1 copy for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in BLDG 64 until 2:00 PM EST local time 05 AUGUST 2004

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. PRO INFORMATION CALL: }>	A. NAME Ms. Tara Singleton	B. TELEPHONE NO. (include area code) (NO COLLECT CALLS) (812) 854-3091
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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) }>	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)
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15B. TELEPHONE NO. (Include area Code)	15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 23204(c) () [] 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) }>	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on the Form, or Standard Form 26, or by other authorized official written notice.

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	SEAL Delivery Vehicle Battery Chargers manufactured in accordance with NAVSEA Drawing number 7334743, parts list PL7334743, and the Statement of Work (SoW) found in SECTION "C" herein.				
0001AA	Same as ITEM NO. 0001. Base Quantity.	6	EA	\$ _____	\$ _____
0001AB	Same as ITEM NO. 0001. Option 1. (to be exercised within 365 days of award)	4	EA	\$ _____	\$ _____
0001AC	Same as ITEM NO. 0001. Option 2. (to be exercised within 730 days of award)	5	EA	\$ _____	\$ _____
0002	Electronic Modules Sets manufactured in accordance with the NAVSEA Drawing numbers listed in SECTION "J" herein and the SoW found in SECTION "C" herein.				
0002AA	Same as ITEM NO. 0002. Base Quantity.	1	EA	\$ _____	\$ _____
0002AB	Same as ITEM NO. 0002. Option 3. (to be exercised within 365 days of award)	4	EA	\$ _____	\$ _____
0002AC	Same as ITEM NO. 0002. Option 4. (to be exercised within 730 days of award)	4	EA	\$ _____	\$ _____
0003	Battery Interface Units manufactured in accordance with NAVSEA drawing number 7270777, parts list PL7270777, part number 7270777-1, and the SoW found in SECTION "C" herein.				
0003AA	Same as ITEM NO. 0003. Base Quantity.	104	EA	\$ _____	\$ _____
0003AB	Same as ITEM NO. 0003. Option 5. (to be exercised within 365 days of award)	208	EA	\$ _____	\$ _____
0003AC	Same as ITEM NO. 0003. Option 6. (to be exercised within 730 days of award)	416	EA	\$ _____	\$ _____

NOTE – When referring to CLINs, CLIN 0001 includes 0001AA, 0001AB, and 0001AC; CLIN 0002 includes CLIN 0002AA, CLIN 0002AB, and CLIN 0002AC; and CLIN 0003 includes CLIN 0003AA, 0003AB, and 0003AC unless otherwise specified.

SECTION "B" NOTES:

- (1) SECTION "K" herein will be incorporated by reference and made a material part of any resultant contract in accordance with FAR 15.406-1(b).
- (2) The options may be exercised during the following period: Options 1, 3, and 5 - through 365 days after contract award date; Options 2, 4, and 6 - through 730 days after contract award date. See FAR 52.217-7.
- (3) The Government shall have unlimited data rights to all data generated in accordance with DFARS 252.227-7013.

SECTION "C" - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
STATEMENT OF WORK
SDV Mk 8 Mod 1 Battery Charger – CLIN 0001

1. INTRODUCTION.

1.1 Scope. The SDV Mk 8 Mod 1 Battery Charger System, Spare Electronic Modules Set, and Battery Interface Units will comprise a Battery Charger Unit that is used to supply power to the silver/zinc batteries onboard a U.S. Navy SEAL Delivery Vehicle (SDV).

1.2 Authority. The Naval Surface Warfare Center, Crane Division (NSWC Crane) has been designated as the responsible contracting authority for establishing a viable source for these battery chargers and their components. NSWC Crane has been tasked to procure SDV Mk 8 Mod 1 Battery Charger Systems, Electronic Modules Sets, and Battery Interface Units and subject them to the various requirements and conditions in order to assure all requirements are met.

1.3 Objective. The objective of this contract is to procure Battery Charger Systems, Spare Electronic Modules Sets, and Battery

Interface Units that meet specification and drawing requirements. A description of the work required to meet this objective is summarized below.

2. General. The main focus of this task is for the contractor to deliver battery charger systems that meet the requirements of the drawings, parts list, and part numbers cited herein. The battery charger systems have been successfully manufactured in accordance with the drawings cited. If any of the components are unavailable, substitutes due to unavailability or obsolescence require approval of the procuring activity (i.e., NSWC Crane).

3. Specific Tasks.

3.1 The contractor shall deliver SDV Mk 8 Mod 1 Battery Charger Systems in accordance with NAVSEA Drawing 7334743 and Parts List PL7334743. Any substitution of parts due to unavailability or obsolescence must be approved in advance by NSWC Crane. The following quality assurance requirements apply. The system identification to be used on the charger and serial numbers on the electronic printed circuit cards will be provided by NSWC Crane Code 6095 representative. Quality Assurance Requirements are as follows:

3.2 The fully assembled system must demonstrate operation (Charge a MK 89 battery) for a minimum of 30 continuous hours. The contractor shall allow an NSWC Crane representative to witness the test. The Government will perform final inspection at source. The contractor shall not ship any items until NSWC Crane has accepted all test results of the system.

3.3 The contractor shall test the electronic boards, Interface board (P/N's 7449411-1), A/D I/O board (7449416-1), and shunt module assembly (P/N 7449399-1) to meet the following thermal shock and electronic requirements before being assembled into the battery charger unit.

3.4 The contractor shall fully assemble, test (pass) on the Test Stand (GFE), then subject to thermal shock the Interface Board (P/N 7449411-1) in accordance with the following:

3.4.1 The contractor shall subject each unit to the following 10 cycle thermal shock test. The transition time between chambers shall be a maximum of 5 minutes

3.4.2 Two chambers shall be used. Each chamber shall be conditioned at the specified temperature (-20°C or +85°C) for at least 4 hours prior to the start of the test.

3.4.3 The contractor shall attach a thermocouple (TC) to the largest thermal mass of the unit (i.e., center of heat sink or center of board).

3.4.4 The contractor shall place the board in -20°C thermal chamber and monitor it until the TC reads -20°C.

3.4.5 The contractor shall remove the board from the -20°C chamber and move to +85°C chamber. The contractor shall monitor the TC until it reads +85°C, then remove from the +85°C chamber.

3.4.6 The contractor shall repeat this thermal cycle 10 times.

3.4.7 The contractor shall allow board to return to ambient temperature.

3.4.8 The contractor shall subject the board to operational test on Test Stand (GFE).

3.4.9 Upon completion of the thermal shock test, the contractor shall conformal coat the boards in accordance with the drawing.

3.5 The contractor shall fully assemble, test (pass) on the Test Stand (GFE), then subject to thermal shock the A/D I/O board (7449416-1) in accordance with the following:

3.5.1 The contractor shall subject each unit to the following 10 cycle thermal shock test. The transition time between chambers shall be a maximum of 5 minutes.

3.5.2 Two chambers shall be used. Each chamber shall be conditioned at the specified temperature (-20°C or +85°C) for at least 4 hrs prior to the start of the test

3.5.3 The contractor shall attach a thermocouple (TC) to the largest thermal mass of the unit (i.e., center of heat sink or center of board).

- 3.5.4 The contractor shall place the board in -20°C thermal chamber and monitor it until the TC reads -20°C.
- 3.5.4 The contractor shall remove the board from the -20°C chamber, move it to +85°C chamber, monitor the TC until it reads +85 C, then remove from the +85°C chamber.
- 3.5.5 The contractor shall repeat thermal cycle 10 times.
- 3.5.6 The contractor shall allow the board to return to ambient temperature.
- 3.5.7 The contractor shall subject the board to operational test on Test Stand (GFE).
- 3.5.8 Upon completion of the thermal shock test, the contractor shall conformal coat the boards in accordance with the drawing.
- 3.6 The contractor shall fully assemble and subject to thermal shock the Shunt Module Assembly (P/N 7449399-1) in accordance with the following:
- 3.6.1 The contractor shall subject each unit to the following 10 cycle thermal shock test. The transition time between chambers shall be a maximum of 5 minutes
- 3.6.2 Two chambers shall be used. Each chamber shall be conditioned at the specified temperature (-20°C or +85°C) for at least 4 hours prior to the start of the test
- 3.6.3 The contractor shall attach a thermocouple (TC) to the largest thermal mass of the unit (i.e., center of heat sink or center of board).
- 3.6.4 The contractor shall place the board in -20°C thermal chamber and monitor it until the TC reads -20°C
- 3.6.5 The contractor shall remove the board from the -20°C chamber, move it to +85°C chamber, monitor the TC until it reads +85 C, then remove it from the +85°C chamber.
- 3.6.6 The contractor shall repeat this thermal cycle 10 times.
- 3.6.7 The contractor shall allow the board to return to ambient temperature.
- 3.6.8 The contractor shall subject the board to operational test on Test Stand (GFE).
- 3.6.9 Upon completion of the thermal shock test, the contractor shall conformal coat the boards in accordance with the drawing.
- 3.7 The contractor shall fully assemble; electrically test; subject to thermal shock; and conformal coat the Power Supply boards, P/N's 7449425-1, 7449424-1, 7449423-1, and 7449407-1.
- 3.7.1 The contractor shall electrically test the boards to ensure that they provide the specified outputs with an input of 95 Volts AC and 260 Volts AC.
- 3.7.2 The contractor shall subject each unit to the following 10-cycle thermal shock test. The transition time between chambers shall be a maximum of 5 minutes
- 3.7.3 Two chambers shall be used. Each chamber shall be conditioned at the specified temperature (-20°C or +85°C) for at least 4 hours prior to the start of the test
- 3.7.4 The contractor shall attach a thermocouple (TC) to the largest thermal mass of the unit (i.e., center of heat sink or center of board).
- 3.7.5 The contractor place the board in -20°C thermal chamber and monitor it until the TC reads -20°C.
- 3.7.6 The contractor shall remove the board from the -20°C chamber and move to +85°C chamber, monitor the TC until it reads +85 C, then remove it from the +85°C chamber.
- 3.7.7 The contractor shall repeat this thermal cycle 10 times.

3.7.8 The contractor shall allow the board to return to ambient temperature.

3.7.9 The contractor shall subject to item to the electrical test. Upon completion of the thermal shock test, the contractor shall conformal coat the boards in accordance with the drawing.

3.8 The contractor shall manufacture the Battery Interface Units (7270777-1) in accordance with NAVSEA Drawing 7270777. The contractor shall stamp or permanently etch the assemblies' plate with a unique identification number. NSWC Crane Code 6095 will provide the identification numbers and resistor values (ID1R1, ID2R2, ID3R3).

3.8.1 The contractor shall test and certify the battery interface unit to be properly wired and contain the specified resistors. The units shall be attached to a battery tray and verified to read properly by the controller.

3.9 The contractor shall test the Polarity Tester (P/N 7449419-1) to verify proper operation.

3.9.1 The contractor shall attach the tester to a BIU attached to a battery tray of 5 cells.

3.9.2 The contractor shall verify all five (5) lights illuminate.

3.9.3 The contractor shall remove one cell from the tray, attach the tester to the BIU, and verify that all lights do not illuminate.

3.10 DD250 Acceptance: Units will be inspected and accepted at the source by an NSWC Crane representative.

4. GOVERNMENT FURNISHED EQUIPMENT AND MATERIAL.

4.1 The Government will provide the following GFE for use at the contractor's facility during the checkout of the system:

4.1.1 Printed Circuit Board functional Test Stand (GFE) (w/procedure 609-TP-0420) including standard units (to be used to verify operation of the Test Stand (GFE)). The test stand (GFE) will be supplied to the contractor at the contractor's facility for 4 to 6 weeks as necessary to test all Interface, A/D, and Shunt Module printed circuit boards. The contractor shall notify NSWC Crane at least 10 days in advance of needing the GFE in order to allow for shipping. The contractor shall return the GFE to NSWC Crane when testing is complete. The contractor shall permit the Government representative use of the Test Stand (GFE) (at contractor's facility) if needed for other Government work. The Government will schedule the work so as not to impact this contract's production. NSWC Crane will provide operator training on the setup and operation of the GFE at the contractor's facility.

4.1.2 Mk 89 Battery Set. The Government will furnish one Mk 89 battery set (consisting of 24 trays of 5 cells each) for checkout of the assembled systems. The battery set will be provided for a period of 4 weeks. The contractor shall notify NSWC Crane at least 30 days in advance of needing the battery set in order to allow for shipping. NSWC Crane will provide instructions on battery operation and safety. The contractor shall return the battery set to the originating Government facility upon completion of the checkout.

4.1.3 Discharge Load Bank (with Procedure 609-TP-473). The Government will furnish a discharge load bank to discharge the Mk 89 battery set. The GFE will be available for a period of 4 weeks. NSWC Crane will provide instructions on the operation of the GFE. The contractor shall notify NSWC Crane at least 10 days in advance of needing the GFE in order to allow for shipping. The contractor shall return the GFE to NSWC Crane upon completion of the checkout.

4.2 GOVERNMENT FURNISHED MATERIAL:

4.2.1 Drawings: The Government will provide drawings in electronic media in PDF format.

4.2.2 Operating System Software (P/N 7449421-1): The Government will provide and install Government-owned software onto the computer controller.

4.2.3 Operating and Maintenance manual (P/N 7449426-1): The Government will provide the operating manual SG270-BM-MMM-010 in electronic format to be loaded onto the computer controller and two hard copies for each system purchased.

4.2.4 GERBER data files necessary for manufacture of printed circuit cards, 7449414, 7449409, 7449405, 7449403, and 7449413. The Government will provide the GERBER data files necessary for manufacture of the printed circuit cards. The contractor shall return the GERBER data files when work is completed.

Statement of Work
Spare Electronic Modules Sets – CLIN 0002

5. The contractor shall deliver the spare electronics modules sets in accordance with NAVSEA Drawings 7449411, 7449416, 7449399, 7449423, 7449424, 7449425, and 7449407. The spare electronic modules shall be the same as supplied in the SDV Mk8 Mod 1 Battery Charger Systems. Any substitution of parts due to unavailability or obsolesce must be approved in advance by NSWC Crane. The following quality assurance requirements apply.

5.1 Quality Assurance Requirements. The quality assurance requirements shall be the same as for the boards supplied in the SDV Mk8 Mod 1 Battery Charger Systems.

5.2 DD250 Acceptance: Units will be inspected and accepted at the source by NSWC Crane representative.

5.3 GOVERNMENT FURNISHED EQUIPMENT. The GFE for use with the SDV Mk 8 Mod 1 Battery Charger Systems shall be used to test the spare electronic modules sets.

Statement of Work
Battery Interface Units – CLIN 0003

6. The contractor shall deliver the specified number of Battery Interface Units (BIUs) in accordance with NAVSEA Drawing 7270777 and Parts List PL7270777. Any substitution of parts due to unavailability or obsolesce must be approved in advance by NSWC Crane. The contractor shall stamp or permanently etch a unique identification number on the assemblies' plate. NSWC Crane Code 6095 will provide the identification numbers and resistor values (ID1R1, ID2R2, ID3R3). The following quality assurance requirements apply.

6.1 The contractor shall manufacture the Battery Interface Units (7270777-1) in accordance with NAVSEA Drawing 7270777. The contractor shall stamp or permanently etch a unique identification number on the assemblies' plates.

6.2 The contractor shall test and certify the battery interface units to be properly wired and contain the specified resistors. The units shall be attached to a battery tray and verified to read properly by the controller.

6.3 DD250 Acceptance: Units will be inspected and accepted at the contractor's facility by an NSWC Crane representative.

6.4 GOVERNMENT FURNISHED EQUIPMENT.

6.4.1 Mk 89 Battery Tray. The Government will furnish at least one Mk 89 battery tray (consisting of 5 cells each) for checkout of the assembled systems. The battery tray will be provided for a period of 4 weeks. The contractor shall notify NSWC Crane at least 30 days in advance of needing the battery set in order to allow for shipping. NSWC Crane will provide instructions on battery operation and safety. The contractor shall return the battery tray to the originating Government facility upon completion of the checkout.

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

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

EXCLUSION OF MERCURY (NAVSEA) (May 1998) – (5409)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (MAY 1993) – (5413)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or

specific reference all the data or information which the Government has provided or will provide to the Contractor except for -

- (1) The specifications set forth in Section C, and
 - (2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.
- (b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)" (FAR 52.245-2), or "GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)" (FAR 52.245-5), as applicable, or any other term or condition of this contract.
- (c)(1) The Contracting Officer may at any time by written order:
- (i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or
 - (ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or
 - (iii) establish or revise due dates for items of data information in NAVSEA Form 4340/2 or Schedule C, as applicable.
- (2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of; or the time required for performance of any part of the work under this contract an equitable adjustment shall be made in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

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

The following item is subject to the clause of this contract entitled "LIMITATION OF LIABILITY--HIGH VALUE ITEMS" (FAR 52.246-24): (1) SDV Battery Charger

SECTION "D" - PACKAGING AND MARKING

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

- (a) Identification marking of individual parts within the systems, equipment, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:
 - (1) Parts shall be marked in accordance with generally accepted commercial practice.
 - (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

NOTE: See special marking instructions in Statement of Work.

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

- (a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.
- (b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.
- (c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.
- (d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

NOTE: see special instructions in Statement of Work.

WARRANTY NOTIFICATION FOR ITEMS 0001, 0002, and 0003 (NAVSEA) (NOV 1996) (5507)

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

THIS ITEM WARRANTED UNDER CONTRACT N00164-04-C-6939 TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR [Contractor to insert warranty period] FROM DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE NOTIFY Harry Brown, Code 6095, Building 3287, 300 Highway 361, Crane, IN 47522-5001 AND PCO.

MARKING OF WARRANTED ITEMS (NSWC)(5508)

- (a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.
- (b) Warranted items shall be marked with the following information:
- (1) National stock number or manufacturer's part number
 - (2) Serial number or other item identifier (if the warranty applies to uniquely identified items)
 - (3) Contract number
 - (4) Indication that a warranty applies
 - (5) Manufacturer or entity (if other than the contractor) providing the warranty
 - (6) Date or time when the warranty expires
 - (7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

PACKAGING AND MARKING (5509)

These Noncommercial items shall be packaged and marked in accordance with the Statement of Work found in SECTION "C" herein.

PREPARATION FOR DELIVERY (5510)

(1) PRESERVATION-PACKAGING. Preservation-packaging for Items 0001- 0003 shall be in accordance with the requirements of the Statement of Work found in SECTION "C" herein.

MARKING FOR SHIPMENT (5511)

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

Contract Number; Item Number; Lot Number (when applicable); Part Number; National Stock Number; Contractor Model Number; Serial Number; Packing Date; Attn: Harry Brown, Code 6095, Bldg. 3287.

PROHIBITED PACKING MATERIALS (5512)

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

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)

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

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

(f) Verification of quantity.

Damaged Government Furnished Material: The contractor shall report to the Government representative any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use.

Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

[As used in the foregoing, the term "material" applies to Government-furnished equipment to be installed in or furnished with the end item. The term "property" is Government equipment that is used in the fabrication or assembly of the end item, and is not delivered as part of the end item.]

NOTE - Government representative means Contracting Officer.

INSPECTION AND TEST RECORDS (MAY 1995) (5612)

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

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

Quality System Requirements: The Contractor shall provide and maintain a quality system that, as a minimum, adheres to the requirements of ANSI/ASQC Q9001-1994 Quality Systems-Model for Quality Assurance in Design/Development, Production, Installation, and Servicing and supplemental requirements imposed by this contract. The quality system procedures, planning, and all other documentation and data that comprise the quality system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality system or portions thereof when it fails to meet the contractual requirements.

USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (MAY 1995) (5616)

Use of Contractor's Inspection Equipment: The contractor's gages, and measuring and testing devices shall be made available for use by the Government when required to determine conformance with contract requirements. If conditions warrant, the contractor's personnel shall be made available for operations of such devices and for verification of their accuracy and condition.

SECTION "F" - DELIVERIES OR PERFORMANCE

PART I

FAR Subsection	Title	Date
52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984
52.247-34	F.o.b. Destination	Nov 1991
52.247-48	F.o.b Destination – Evidence of Shipment	Feb 1999
52.247-55	F.o.b. Point for Delivery of Government-Furnished Property	Jun 2003

CLAUSES IN FULL TEXT

TIME OF DELIVERY (JUNE 1997) (FAR 52.211-8)

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

REQUIRED DELIVERY SCHEDULE

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>WITHIN DAYS AFTER DATE OF CONTRACT (OR OPTION EXERCISE)</u>
0001AA (Base Quantity)	6 EA	180
0001AB (Option 1)	4 EA	180

0001AC (Option 2)	5 EA	180
0002AA (Base Quantity)	1 EA	180
0002AB (Option 3)	4 EA	180
0002AC (Option 4)	4 EA	180
0002AA (Base Quantity)	104 EA	180
0002AB (Option 5)	208 EA	180
0002AC (Option 6)	416 EA	180

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

DELIVERY LANGUAGE FOR F.O.B. DESTINATION (5704) (Applies to CLINs 0001, 0002, and 0003)

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

PLACE OF DELIVERY (5707)

CLINs 0001, 0002, 0003 shall be delivered F.o.b. destination with all transportation charges paid by the supplier to:

RECEIVING OFFICER; NSWC CRANE; CRANE, IN 47522-5011; Mark For: Bldg 3287; Attn: Harry Brown, Code 6095

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

SECTION "G" - CONTRACT ADMINISTRATION DATA

SF 26 BLOCK 14 : ACCOUNTING AND APPROPRIATION DATA IS AS FOLLOWS:

SF 33 BLOCK 21:

ACRN	Line Of Accounting	Amount
A1	TO BE FILLED IN AT TIME OF AWARD	

	(Local Use)		Unit		Contract	Progress
ACRN CLIN	Shop/REQN #	Qty	Price	Amount	Type	Payments
A1			ea			

SPECIAL PAYMENT INSTRUCTIONS

- Payment is not to be pro-rated.
- ACRNs are to be paid in accordance with contractor's invoice.
- Progress payments will be made available at contractor's request.

SPECIAL INVOICE/BILLING INSTRUCTIONS

- The contract ACRN associated with each CLIN/SubCLIN shall be referenced on page 1 of the invoice by CLIN/SubCLIN.
- In addition to Payment Office copy, the contractor shall submit 1 copy of the invoice to: VENDOR PAY, CODE 00M, BLDG 3173, NSWC CRANE, 300 HIGHWAY 361, CRANE IN 47522-5002.

Or e-mail the invoice to the following address: Cnin_VendorPay@crane.navy.mil. The subject line of the e-mail must read as follows: Company Name/Contract Number/Order Number

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

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

PROMPT PAYMENT CONSTRUCTIVE ACCEPTANCE (5814)

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

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

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

Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause (FAR 52.232-25), the due date for making invoice payments by the designated payment office shall be the later of the following two events: (A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause (FAR 52.232-25). (B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

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

CONTRACT ADMINISTRATION DATA LANGUAGE (5802)

- (a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.
-
- (b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.
-

PURCHASING OFFICE REPRESENTATIVE LANGUAGE (5804)

PURCHASING OFFICE REPRESENTATIVE: COMMANDER; ATTN: CODE 1164ES BLDG 64
 NAVAL SURFACE WARFARE CENTER; CRANE DIVISION
 CRANE IN 47522-5011; Telephone No. 812-854-3091

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 party 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 party associated with collected such small dollar amounts could exceed the amount to be recovered.

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:

Document	Block
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

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. A copy of the invoice for payment shall be submitted, in hard copy or via e-mail, in accordance with the Submission of Invoice Clause and Special Invoice Instructions located elsewhere herein.

SECTION "H" - SPECIAL CONTRACT REQUIREMENTS

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

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

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term

Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990) (NAVSEA 5252.245-9108)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

- (a) Printed Circuit Board functional Test Stand
- (b) Mk 89 Battery Set
- (c) Discharge Load Bank
- (d) Drawings in Electronic PDF format
- (e) Operating System Software
- (f) Operating Maintenance Manual
- (g) GERBER data files of printed circuit cards

All government furnished property will be returned to the government upon completion.

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

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from: GIDEP Operations Center, P.O. Box 8000, Corona, CA 91718-8000. Phone: (909) 273-4677 or DSN 933-4677 FAX: (909) 273-5200 Internet: <http://www.gidep.corona.navy.mil>

SECTION "I" - CONTRACT CLAUSES

PART I

FAR Subsection	Title	Date
52.202-01	Definitions	Dec 2001
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-07	Anti-Kickback Procedures	Jul 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 1997
52.204-04	Printing/Copying Double-Sided on Recycled Paper	Aug 2000
52.204-07	Central Contractor Registration	Oct 2003
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Debarment	Jul 1995
52.211-05	Material Requirements	Aug 2000
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-02	Audit and Records Negotiation	Jun 1999
52.215-08	Order of Precedence-Uniform Contract Format	Oct 1997
52.215-14	Integrity of Unit Prices	Oct 1997
52.217-07	Option for Increased Quantity-Separately Priced Line Item	Mar 1989

252.227-7036	Declaration Of Technical Data Conformity	Jan 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	Sep 1999
252.231-7000	Supplemental Cost Principles	Dec 1991
252.232-7004	DoD Progress Payments Rates	Oct 2001
252.243-7001	Pricing of Contract Modifications	Dec 1991
252.243-7002	Request for Equitable Adjustment	Mar 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)	Mar 2000
252.245-7001	Reports of Government Property	May 1994
252.246-7000	Material Inspection and Receiving Report	Mar 2003
252.247-7023	Transportation of Supplies by Sea	May 2002

CLAUSES IN FULL TEXT

SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6)(MAY 2002)

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

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

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

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

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

(i) 52.219-08, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

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

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

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

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

AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) (FAR 52.252-6)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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

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

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

TABLE				
	National	Commercial	Source of Supply	Actual

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

STANDARD COMMERCIAL WARRANTY (6001)

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, even though this is a noncommercial item, 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 with its offer. The warranty covers a period of ____ (Offeror is to insert number.)

OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (6005)

The Government may require the delivery of the numbered line item(s)/subline item(s), identified in the Schedule as an option item(s), in the quantity and at the price(s) stated in the Schedule. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option, in whole or in part up to the total quantity specified in the option item, whether or not it has exercised other options. Option(s) shall be exercised, if at all, by written or telegraphic notice(s) signed by the Contracting Officer and sent within the time(s) specified below:

ITEM(S)	LATEST OPTION EXERCISE DATE
0001AB	365 days after award
0001AC	730 days after award
0002AB	365 days after award
0002AC	730 days after award
0003AB	365 days after award
0003AC	730 days after award

PERFORMANCE EVALUATION (6008)

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; and Customer Satisfaction.

SECTION "J" - LIST OF ATTACHMENTS

Exhibit "A" - Contract Data Requirements List (CDRL):

Description	Date	No. of Pages
CDRL A001 (Status Report)	21 May 04	1
CDRL A002 (Certification/Data Report)	21 May 04	1
CDRL A003 (As Built Configuration List – ABCL)	21 May 04	1

Exhibit "B" -		
NAVSEA Drawing Number 7334743*	25 Mar 01	approx. 200 drawings
Parts List PL7334743*		
Attachments		
(1) Data Item Description (DID) DI-MGMT-80368	08 Jun 87	3
(2) DID DI-CMAN-81516	15 Jul 96	1
(3) DID DI-MISC-80678	12 Sep 88	2

*NOTE – Data provided via CD.

Data Item Descriptions may be downloaded from the following Internet site: <http://astimage.daps.dla.mil/quicksearch/>. Any DID not located at the website will be provided upon request. The General DD Form 1423 Glossary may be downloaded from the NSWC Crane acquisition website. Copies of Drawing No. 1990012 will be provided in electronic format upon request.

Exhibit “B” – Parts List for Electronic Modules Set:

Drawing Number	Description	Quantity
7449425	Power Supply #1	1
7449424	Power Supply #2	1
7449423	Power Supply #3	1
7449407	Power Supply #4, 5, 6	2
7449411	Interface PCB	1
7443999	Shunt Modules Assembly	2
7449416	A/D IO Board	1

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

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

PART I		
FAR Subsection	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Apr 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	Dec 2001

PROVISIONS IN FULL TEXT

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not

participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

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

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

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

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

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

(a) *Definitions.*

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

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

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

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

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

TIN:

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

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

Foreign government;

International organization per 26 CFR 1.6049-4;

Other

(f) *Common Parent.*

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

Name and TIN of common parent::

Name

TIN

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

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

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

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

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

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

OFFEROR RECOMMENDATIONS

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

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

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

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

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

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

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

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

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

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

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

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

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

Place of Performance (Street, Address, City, County,
State, Zip Code)

Name and Address of Owner and Operator
of the Plant or Facility if Other Than
Offeror or Respondent

SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 2004)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.
- (2) The small business size standard is _____ *[insert size standard]*.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

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

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

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

(1) Means a small business concern-

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

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

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

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

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

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

- (1) 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.

(d) Notice.

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

CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)(FAR 52.222-18)

(a) Definition. 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.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:	Listed Countries of Origin:

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- (2) The offeror may supply an end product listed in paragraph (b) 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 such end product. On the basis of those efforts, the offeror certifies that it is not award of any such use of child labor.

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

The offeror represents that—

- (a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation,
- (b) It () has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

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

The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor, provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) (FAR 52.223-13)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (FAR 52.227-15) (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data -- General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include [Alternate II or Alternate III] in the clause at 52.227-14, Rights in Data -- General, the [offer shall] complete [paragraph (c)] of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify[, to the extent feasible,] which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block) --

* None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

* Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data -- General."

INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991) (DFARS 252.208-7000)

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interests. The use of Government-furnished silver is mandatory when the

quantity required is one hundred troy ounces or more. The precious metals will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metal required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known of the deliverable item requiring precious metals.

Precious Metal*	Quantity	(NSN and Nomenclature)
_____	_____	_____

*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in the performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

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

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

- (1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
- (3) "Significant interest" means --
 - (i) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares", "street names," or some other method of holding securities that does not disclose the beneficial owner;
 - (ii) Holding a management position in the firm such as director or officer;
 - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers of the firm;
 - (iv) Ownership of ten percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
 - (v) Holding fifty percent or more of the indebtedness of a firm.

(b) *Prohibition on award.*

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

(c) *Disclosure.*

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

- (1) Identification of each government holding a significant interest; and
- (3) A description of the significant interest held by each government.

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

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

(b) Representation.

The Offeror represents that it—

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

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

(c) 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 FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

CONTRACTOR PERFORMANCE DATA

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) IN ACCORDANCE WITH SECTION M OF THE REQUEST FOR PROPOSAL.

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)(l), which states in pertinent part that "past 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 #:
 Address: POC: (Person who can verify data)
 Telephone:
 Division: FAX:

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:

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.

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

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

It is requested that technical questions concerning this procurement be submitted, in writing, to arrive at NSWC Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 9 on page 1 addressed as follows: Contracting Officer; Crane Division, Naval Surface Warfare Center; Attn: Tara Singleton, Code 1164ES, Bldg. 64, 300 Highway 361; Crane, IN 47522-5011.

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

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

PART I		
FAR Subsection	Title	Date
52.204-06	Data Universal Numbering System (DUNS) Number	Oct 2003
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52-215-01	Instructions to Offerors-Competitive Acquisition	Jan 2004
52.215-05	Facsimile Proposals	Oct 1997
52.232-14	Notice of Availability of Progress Payments Exclusively for Small Business Concerns	Apr 1984
PART II		
DFARS Subsection	Title	Date
252.204-7001	Commercial and Government Entity (CAGE) Code Reporting	Aug 1999
252.225-7003	Report of Intended Performance Outside the United States	Apr 2003
252.227-7017	Identification and Assertion of Use, Release or Disclosure Restrictions	Jun 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	Jun 1995

PROVISIONS IN FULL TEXT

NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)

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

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

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Doug McDaniel, Code 1164, 300 Hwy. 361, Crane, IN, 47522, Fax: (812) 854-5666.

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

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-01)

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

AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984) (FAR 52.252-5)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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

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

NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to , or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner

does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists. (d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process. If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

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

- (a) Use of NDI is the preferred method of satisfying operational requirements of the Navy where such use does not degrade the operational or performance requirements. The term NDI means:
 - (1) Any item of supply that is available in the commercial marketplace;
 - (2) Any previously developed item of supply that is in use by a department or agency of the United States, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
 - (3) Any item of supply described in paragraph (1) or (2) that requires only minor modification in order to meet the requirements of the procuring agency; or
 - (4) Any item of supply that is currently being produced that does not meet the requirements of paragraph (1), (2), or (3) solely because the item:
 - (i) is not yet in use; or
 - (ii) is not yet available in the commercial marketplace.
- (b) Offerors are encouraged to propose NDI or partial NDI alternatives to conventional R&D or MIL-SPEC production hardware or software requirements of this solicitation at all levels of the work breakdown structure (i.e. end-item, sub-system, component, piece part, etc.). All proposed NDI alternatives shall be clearly identified in the proposal. The intent of the NDI alternative is to provide the Navy with effective and economic solutions to its essential operational requirements.

BLANKET EXEMPTION CERTIFICATE

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

BUSINESS HOURS

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

NOTE: The offeror shall complete the STANDARD COMMERCIAL WARRANTY text on page 10, 20 & 21 of 35 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 WWW Page <http://www.crane.navy.mil/supply/synopcom.htm> beneath the applicable solicitation. The complete solicitation package, including all amendments, should be received and reviewed prior to submitting a response. It is the responsibility of the offeror to obtain all amendments and/or other applicable documents prior to submission of the offer. Under these circumstances, offerors are reminded to include acknowledgement of acceptance of these amendments in their offer.

SECTION "M" - EVALUATION FACTORS FOR AWARD

	PART I	
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FAR Subsection	Title	Date
52.217-05	Evaluation of Options	Jul 1990

PROVISIONS IN FULL TEXT

SINGLE AWARD FOR ALL ITEMS - ALT I

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

Due to limited Government Furnished Property and Equipment, a single award will be made for all CLINs. Moving GFE among multiple contractors would preclude meeting the required delivery schedules.

GREATEST VALUE EVALUATION

(a) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost/price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified which affects the evaluation factors for award.

EVALUATION FACTORS

Past Performance
Price

(b) 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.

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

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.

EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.