

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO A3	PAGE OF PAGES 1   50	
2. CONTRACT NO.		3. SOLICITATION NO. N65540-04-R-0011		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 18 Feb 2004	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3351, DORIS S. TUNG 5001 SOUTH BROAD STREET PHILADELPHIA PA 19112-1403			CODE N65540	8. ADDRESS OFFER TO (If other than Item 7) <b>See Item 7</b>			CODE TEL: FAX:

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

**SOLICITATION**

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg 4, 2nd Floor, Code 3351 until 13 00 local time 22 Mar 2004  
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME CODE 3351, DORIS S. TUNG	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 215-897-8086	C. E-MAIL ADDRESS TungDS@nswccd.navy.mil
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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)

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. <input type="checkbox"/>	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: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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 this Form, or on Standard Form 26, or by other authorized official written notice.**

## SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	Base Configuration A Controller Module FFP - See Attachment 1 for Specifications Ordered within 365 days after date of contract	60.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	Base Configuration B Controller Module FFP - See Attachment 1 for Specifications Ordered within 365 days after date of contract	10.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003	Base Configuration C Controller Module FFP - See Attachment 1 for Specifications Ordered within 365 days after date of contract	10.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004	Interfacing Module FFP - See Attachment 1 for Specifications Ordered within 365 days after date of contract	20.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005	AC Power Supply Module FFP - See Attachment 1 for Specifications Ordered within 365 days after date of contract	50.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006	DC Power Supply Module FFP - See Attachment 1 for Specifications Ordered within 365 days after date of contract	15.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0007	Networking Module FFP - See Attachment 1 for Specifications Ordered within 365 days after date of contract	15.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0008	Circuit Card for Item 0001 FFP - Module, See Attachment 1 for Specifications Ordered within 365 days after date of contract	6.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0009	Circuit Card for Item 0002 FFP - See Attachment 1 for Specifications Ordered within 365 days after date of contract	2.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0010	Circuit Card for Item 0003 FFP - Module, See Attachment 1 for Specifications Ordered within 365 days after date of contract	2.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0011	Circuit Card for Item 0004 FFP - See Attachment 1 for Specifications Ordered within 365 days after date of contract	2.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0012	Circuit Card for Item 0005 FFP - See Attachment 1 for Specifications Ordered within 365 days after date of contract	2.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0013	Circuit Card for Item 0006 FFP - See Attachment 1 for Specifications Ordered within 365 days after date of contract	2.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0014	Circuit Card for Item 0007 FFP - See Attachment 1 for Specifications Ordered within 365 days after date of contract	2.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0015	Design Software FFP - See Attachment 1 for Specifications Ordered within 365 days after date of contract	60.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0016	Networking Software FFP - See Attachment 1 for Specifications Ordered within 365 days after date of contract	10.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0017	Downloading Software FFP - See Attachment 1 for Specifications Ordered within 365 days after date of contract	44.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0018	Base Configuration A Controller Module FFP - Same as Item 0001 Ordered within 366 to 730 days after date of contract	90.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0019	Base Configuration B Controller Module FFP - Same as Item 0002 Ordered within 366 to 730 days after date of contract	20.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0020	Base Configuration C Controller Module FFP - Same as Item 0003 Ordered within 366 to 730 days after date of contract	25.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0021	Interfacing Module FFP - Same as Item 0004 Ordered within 366 to 730 days after date of contract	40.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0022	AC Power Supply Module FFP - Same as Item 0005 Ordered within 366 to 730 days after date of contract	70.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0023	DC Power Supply Module FFP - Same as Item 0006 Ordered within 366 to 730 days after date of contract	20.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0024	Networking Module FFP - Same as Item 0007 Ordered within 366 to 730 days after date of contract	50.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0025	Circuit Card for Item 0018 FFP - Same as Item 0008 Ordered within 366 to 730 days after date of contract	9.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0026	Circuit Card for Item 0019 FFP - Same as Item 0009 Ordered within 366 to 730 days after date of contract	2.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0027	Circuit Card for Item 0020 FFP - Same as Item 0010 Ordered within 366 to 730 days after date of contract	2.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0028	Circuit Card for Item 0021 FFP - Same as Item 0011 Ordered within 366 to 730 days after date of contract	2.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0029	Circuit Card for Item 0022 FFP - Same as Item 0012 Ordered within 366 to 730 days after date of contract	2.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0030	Circuit Card for Item 0023 FFP - Same as Item 0013 Ordered within 366 to 730 days after date of contract	2.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0031	Circuit Card for Item 0024 FFP - Same as Item 0014 Ordered within 366 to 730 days after date of contract	2.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0032	Design Software FFP - Same as Item 0015 Ordered within 366 to 730 days after date of contract	70.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0033	Networking Software FFP - Same as Item 0016 Ordered within 366 to 730 days after date of contract	20.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0034	Downloading Software FFP - Same as Item 0017 Ordered within 366 to 730 days after date of contract	70.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0035	Base Configuration A Controller Module FFP - Same as Item 0001 Ordered within 731 to 1095 days after date of contract	90.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0036	Base Configuration B Controller Module FFP - Same as Item 0002 Ordered within 731 to 1095 days after date of contract	50.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0037	Base Configuration C Controller Module FFP - Same as Item 0003 Ordered within 731 to 1095 days after date of contract	50.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0038	Interfacing Module FFP - Same as Item 0004 Ordered within 731 to 1095 days after date of contract	95.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0039	AC Power Supply Module FFP - Same as Item 0005 Ordered within 731 to 1095 days after date of contract	80.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0040	DC Power Supply Module FFP - Same as Item 0006 Ordered within 731 to 1095 days after date of contract	30.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0041	Networking Module FFP - Same as Item 0007 Ordered within 731 to 1095 days after date of contract	100.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0042	Circuit Card for Item 0035 FFP - Same as Item 0008 Ordered within 731 to 1095 days after date of contract	9.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0043	Circuit Card for Item 0036 FFP - Same as Item 0009 Ordered within 731 to 1095 days after date of contract	2.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0044	Circuit Card for Item 0037 FFP - Same as Item 0010 Ordered within 731 to 1095 days after date of contract	2.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0045	Circuit Card for Item 0038 FFP - Same as Item 0011 Ordered within 731 to 1095 days after date of contract	2.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0046	Circuit Card for Item 0039 FFP - Same as Item 0012 Ordered within 731 to 1095 days after date of contract	2.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0047	Circuit Card for Item 0040 FFP - Same as Item 0013 Ordered within 731 to 1095 days after date of contract	2.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0048	Circuit Card for Item 0041 FFP - Same as Item 0014 Ordered within 731 to 1095 days after date of contract	2.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0049	Design Software FFP - Same as Item 0015 Ordered within 731 to 1095 days after date of contract	80.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0050	Networking Software FFP - Same as Item 0016 Ordered within 731 to 1095 days after date of contract	20.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0051	Downloading Software FFP - Same as Item 0017 Ordered within 731 to 1095 days after date of contract	70.00	Each		

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0052	FFP - Logistics Management Information (LMI) for Items 0001 through 0007. To be provided on Digital Format (CD-ROM). Refer to Sequence No. A001, DD Form 1423-1, Contract Requirements Data List, Exhibit A.	1.00	Lot	NSP*	NSP*

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0053	FFP - Logistics Management Information (LMI) for Items 0001 through 0007. To be provided as hard copy. Refer to Sequence No. A002, DD Form 1423-1, Contract Requirements Data List, Exhibit A.	1.00	Lot	NSP*	NSP*

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0054	FFP - Commercial Off-The-Shelf Manuals for Items 0001 through 0007, Items 0018 through 0024, Items 0035 through 0041. To be provided on Digital Format (CD-ROM). Refer to Sequence No. A003, DD Form 1423-1, Contract Requirements Data List, Exhibit A.	1.00	Lot	NSP*	NSP*

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0055	FFP - Commercial Off-The-Shelf Manuals for Items 0001 through 0007, Items 0018 through 0024, Items 0035 through 0041. Refer to Sequence No. A004, DD Form 1423-1, Contract Requirements Data List, Exhibit A.	1.00	Lot	NSP*	NSP*

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0056	FFP - First Article Test Procedures for Items 0001 through 0007. Refer to Sequence No. A005, DD Form 1423-1, Contract Requirements Data List, Exhibit A.				

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0056AA	Same as Item 0056 FFP - First Article Test Procedures for Item 0001.	1.00	Lot	NSP*	NSP*

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0056AB	Same as Item 0056 FFP - First Article Test Procedures for Item 0002.	1.00	Lot	NSP*	NSP*

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0056AC	Same as Item 0056 FFP - First Article Test Procedures for Item 0003	1.00	Lot	NSP*	NSP*

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0056AD	Same as Item 0056 FFP - First Article Test Procedures for Item 0004	1.00	Lot	NSP*	NSP*

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0056AE	Same as Item 0056 FFP - First Article Test Procedures for Item 0005.	1.00	Lot	NSP*	NSP*

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0056AF	Same as Item 0056 FFP - First Article Test Procedures for Item 0006	1.00	Lot	NSP*	NSP*

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0056AG	Same as Item 0056 FFP - First Article Test Procedures for Item 0007.	1.00	Lot	NSP*	NSP*

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0057	FFP - First Article Test Reports for Items 0001 through 0007. Refer to Sequence No. A006, DD Form 1423-1, Contract Requirements Data List, Exhibit A.				

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0057AA	Same as Item 0057 FFP - First Article Test Report for Item 0001	1.00	Lot	NSP*	NSP*

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0057AB	Same as Item 0057 FFP - First Article Test Report for Item 0002	1.00	Lot	NSP*	NSP*

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0057AC	Same as Item 0057 FFP - First Article Test Report for Item 0003	1.00	Lot	NSP*	NSP*

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0057AD	Same as Item 0057 FFP - First Article Test Report for Item 0004	1.00	Lot	NSP*	NSP*

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0057AE	Same as Item 0057 FFP - First Article Test Report for Item 0005	1.00	Lot	NSP*	NSP*

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0057AF	Same as Item 0057 FFP - First Article Test Report for Item 0006	1.00	Lot	NSP*	NSP*
0057AG	Same as Item 0057 FFP - First Article Test Report for Item 0007	1.00	Lot	NSP*	NSP*

TOTAL PRICE FOR ALL LINE ITEMS \$ \_\_\_\_\_

\*NSP- Not Separately Priced

This solicitation covers a proposed firm-fixed price requirements contract for the furnishing of various line items of PAC Modules, Networking Interfacing Modules, Power Supply Modules, Spare Parts and Associated Technical Data on behalf of the Naval Surface Warfare Center, Carderock Division, (NSWCCD), Philadelphia, PA. The resulting contract will provide for the actual furnishing of supplies through the issuance of delivery orders through 1095 days after the date of contract award. The quantities shown above are estimates only and are not a representation that such quantities will actually be ordered. Refer to Clauses 52.216-18, 52.216-19, 52.216-21 in Section I of this solicitation.

Items 0001 through 0017 have been established to cover orders placed from the date of award through 365 days after date of award, Items 0018 through 0034 for orders placed within 366 to 730 days after date of award, Items 0035 through 0051 for orders placed within 731 to 1095 days after date of award.

Items 0052 and 0053 cover the furnishing of Logistics Management Information (LMI) in Digital Format (Item 0052) or in Hard Copy (Item 0053) for Items 0001 through 0007. As part of the proposal, offerors are requested to indicate if the LMI will be furnished in Digital Format or Hard Copy. The resulting contract will contain either Item 0052 or Item 0053 depending on the format proposed by the offeror. Item 0054 and Item 0055 covers the furnishing of technical data consisting of Commercial Off-The-Shelf-Manuals for Items 0001 through 0007. Item 0056 and Item 0057 cover the furnishing of Technical Data consisting of First Article Test Procedures and First Article Test Reports for Items 0001 through 0007. Items 0052, 0053 and 0055 and 0056 have been designated as "Not Separately Priced" (NSP). Offerors are requested to include the prices for Items 0052, 0053 in the prices of Items 0001 through Items 0007, the prices for Items 0054 and 0055 in the prices for Items 0001 through 0007, 0018 through 0024, and 0035 through 0041, and the prices for Subline Items 0056 AA through 0056AG in the prices for Item 0056 and prices for Items 0057AA through 0056AG in the prices for Items 0057.

As indicated in Section L, offers are required to submit a Technical Proposal as part of any offer submitted in response to this solicitation. Failure to provide information may result in the rejection of an offer. The Technical Proposal shall provide information on an offeror's Technical Capability, Corporate Experience, Past Performance, and Subcontracting Compliance. As discussed in Section M, the Government intends to make single award for all items covered by this solicitation to the low price technically acceptable offeror. Technical acceptability shall be determined based on an evaluation of each offeror's Technical Capability, Corporate Experience, Past Performance and Subcontracting Compliance.

## SECTION C Descriptions and Specifications

**MODULE SPECIFICATION****GENERAL REQUIREMENTS**

The Programmable Controller Modules (PAC) Modules, Networking Interfacing Modules, Power Supply Modules will be installed on critical propulsion plant applications such as main propulsion boilers, aircraft carrier catapults, and main reduction gear/main engine controls which service 1200 PSIG, 600 PSIG, 150 PSIG, 50 PSIG, and 5 PSIG steam, auxiliary machinery, and fuel pressure control applications. The modules must be extremely reliable to preclude any possibility of safety hazards and malfunction. The power supply modules need to be capable of redundancy and power sharing. The devices are being installed for the sole purpose of **controlling critical processes** and not just for process indication.

Items 0001 through 0055 cover the furnishing of multiple types of PAC Modules, Networking Interfacing Modules, Power Supply Modules, and spare parts. A module is an environmentally self-contained unit with specific functionality that can be assembled with other modules to create a node capable of controlling various processes. Nodes are the assembly of controllers, networking, power supplies, and other functional modules that can execute programs to control a process and interface with outside networks. The modules can have a mixture of digital and analog I/O connections.

All modules to be furnished shall have the ability to be self-mounting to bulkheads and gage boards without the use of second hand enclosures or non off-the-shelf mounts to pass military standards. Module mounting specifications shall be acceptable if they are in accordance with the latest version of Navy shock (MIL-S-901 Navy Grade A) and vibration (MIL-STD-167) requirements. Due to the limited manpower and funding, USN will not spend any time or money to perform such testing. PAC Modules, Networking Interfacing Modules, Power Supply Modules shall be capable of interlocking to each other electrically and mechanically without losing their military specification and environmental rating. The modules' circuit boards will be capable of hot swapping and self-configuring programming from the other modules of the same type in the node circuitry.

All modules shall be sealed enclosures meeting NEMA 4X (full body) specification as a minimum requirement. The multiple types of PAC Modules, Networking Interfacing Modules, and Power Supply Modules shall have a minimum operating temperature range of -20 degree Celsius to 65 degree Celsius.

All items shall be individually packaged using packaging foam for protection from bumps and rugged handling. Individually packaged units may be combined into larger shipping containers for delivery.

0001, 0018, & 0035	Base Configuration A Controller Module (with On-Board PID control)
0002, 0019, & 0036	Base Configuration B Controller Module (with On-Board PID control)
0003, 0020, & 0037	Base Configuration C Controller Module (with On-Board PID control)
0004, 0021, & 0038	Interfacing Module
0005, 0022, & 0039	AC Power Supply Module
0006, 0023, & 0040	DC Power Supply Module
0007, 0024, & 0041	Networking Module
0015, 0032, & 0049	Design Software

0016, 0033, & 0050	Networking Software
0017, 0034, & 0051	Downloading Software
Tests (except for software):	<p>All modules must pass the following:</p> <ul style="list-style-type: none"> <li>⌘ IEC IP 67 qualified</li> <li>⌘ MIL-STD-461E EMI/EMC qualified (latest revision)</li> <li>⌘ MIL-S-901D Navy Grade A shock qualified (latest revision)</li> <li>⌘ MIL-STD-167 Navy vibration qualified (latest revision)</li> </ul>
Configuration:	<ul style="list-style-type: none"> <li>⌘ All controllers must communicate via a Laptop's serial port (USB Port, 9-pin, PCMCIA).</li> <li>⌘ All controllers must possess a software interface that must communicate via Windows 2000, and XP operating system on a laptop computer</li> <li>⌘ All Modules must be designed to meet the full body NEMA 4X housing specification and must continue to operate at 65°C.</li> <li>⌘ The Controller Modules, Networking Modules, Power Supply Modules are to support Hot Swapping of control boards.</li> </ul>

## SPECIFIC REQUIREMENTS

0001, 0018, & 0035

0002, 0019, & 0036

0003, 0020, & 0037      PAC Modules

1. Controller Capability: The controller shall have a minimum of the following programmable functions. There shall be no limit on the quantity of functions available for use.

Control Functions:	proportional/integral/derivative (PID) Controller with selectable components (P, I, D, or any combination of the three), internal and external feedback option, input signal tracking, bumpless transfer, derivative on measure, selectable action (direct/indirect). Lead-Lag Controller with selectable components (lead, lag or both). Set-point track and Hold, Rate Limiting, Auto/Manual Functions
Analog Functions:	A minimum of the following analog functions: Switch (2-input), Input Scaling, Output Scaling, Analog Variables/Constants, High/Low Alarm, Characterization (16 point min.), Unit conversion ( $y=mx+b$ ), Deadband, Timer, Counter, Ramp Profile, Frequency to Analog Conversion, Binary to Analog Converter, Analog to Binary converter, High/Low Signal Selector.
Math Functions:	Add, Subtract, Multiply, Divide, Exponential, Root, Absolute Value, Less Than, Greater Than, Equal To, Not Equal To, Less Than or Equal To, Greater Than or Equal To, Natural Logarithmic.
Boolean Functions:	Not, And, Nand, Or, Nor, Xor, RS-Flipflop, Multiplexor, Demultiplexor

2. Input/Output Capability

Analog Inputs:	<ul style="list-style-type: none"> <li>⌘ Minimum of four (4) inputs for 0001, 0018, &amp; 0035</li> <li>⌘ Minimum of two (2) inputs for 0003, 0020, &amp; 0037</li> <li>Current range supported: 0-20 mA and 4-20 mA</li> <li>Voltage ranges supported: 0-20V, 0-10V, 0-5V, 1-5V, 0-2.5V, 0-1V, 0-500mV</li> <li>Resistance ranges supported: 0-100K?</li> <li>RTD Types supported: 3 Wire, 100? Platinum, 3 wire chemically pure Nickel (American and European Curve).</li> </ul>
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Digital Inputs:	Thermocouple Inputs supported: Type E, J, K, R, S, or T. ⌘ Minimum of eight (8) inputs for 0002, 0019, & 0036 ⌘ Minimum of four (4) inputs for 0003, 0020, & 0037 Signal Support: 5VDC, 24VDC Single-Input Operating mode: on/off, pulse counter, frequency counter Dual-Input Operating mode: event timer, quadrature decoder
Analog Outputs:	⌘ Minimum of four (4) outputs for 0001, 0018, & 0035 ⌘ Minimum of two (2) outputs for 0003, 0020, & 0037 Current range supported: 0-20 mA and 4-20 mA Voltage ranges supported: 0-10V, 0-5V, and 0-1V
Digital Outputs:	⌘ Minimum of eight (8) outputs (form C electromechanical relays) for 0002, 0019, & 0036 ⌘ Minimum of four (4) outputs (form C electromechanical relays) for 0003, 0020, & 0037 Signal Support: 5VDC, 24VDC Operating mode: on/off, variable frequency square wave, pulse width modulations

3. Network Capability:

The controller must have network capability to directly connect to the following networks and be capable of communicating with the following defacto standard protocols: TCP/IP and UDP/IP over Ethernet.  
 Meets the requirements for RS485, a multi-point communications network

4. Operator Interface Capability:

Controller must be equipped with a visual display capable of displaying up to 8 Analog variables (4 digit numeric) for 0001, 0018, & 0035, and 8 Discrete variables for 0002, 0019, & 0036 and 4 Analog variables and 4 Discrete variables for 0003, 0020, & 0037.

The digital display must be easily visible and not concealed within an enclosure. The display should be capable of displaying at least 4 floating point values in the control mode simultaneously with a 4 digit minimum resolution. The selectable variables must include a minimum but not limited to the following: Process Variable (PV) in engineering units, PV%, Set Point (SP) in engineering units, SP %, milliamp (mA) output, millivolt (mV), and mV%

In addition to the selectable variables, it would be beneficial to display PID status, function, and units

Process controller must continue to operate normally if the display experiences either mechanical or electrical failure and ceases to operate.

0005, 0022, & 0039  
 0006, 0023, & 0040 Power Requirements

⌘ Input voltage 75-123VAC at 40 to 400Hz for 0005, 0022, & 0039  
 ⌘ Input voltage 22-30VDC for 0006, 0023, & 0040  
 minimum of 25W output power  
 over current protection

0015, 0032, & 0049  
 0016, 0033, & 0050  
 0017, 0034, & 0051 Software

The software shall be furnished with a license pursuant to clause 252.227-7015, entitled “Technical Data – Commercial Items (NOV 1995)” of this solicitation. Software and Site license must be available either free of charge for distribution throughout the Naval fleet, or included in the cost of each controller, whereas each controller will be provided with its own software license. The same software and license must also be able to communicate with all units purchased.

Prior to implementation, the government must approve software version changes. Software changes cannot be detrimental to the government.

Software must have graphical interface for process control, tuning, and troubleshooting. This graphical interface must simultaneously display the process variable and manipulated variable in numerical and/or graphical form. PID status and tuning settings must be displayed and the operator must be able to change any of these in this window, live, while the process is ongoing without disruption of the process. This graphical interface must be able to display both the process and manipulated variable in selectable intervals ranging from .5 to 10 minutes. Updates for variables at a rate of 2Hz or faster.

0004, 0021, & 0038                      Interfacing Module

Features:                      Module is to be used to utilize outside devices that the Navy wishes to tie into the controller circuitry, (such as: toggle and on/off switches, indicators, alarms....)

**SPARE PARTS**

0008, 0025, & 0042                      Circuit Card For Base Configuration A Controller Module

The circuit card to be furnished under this item shall be same component used in Items 0001, 0018, 0035.

0009, 0026, & 0043                      Circuit Card For Base Configuration B Controller Module

The circuit card to be furnished under this item shall be same component used in Item 0002, 0019, 0036.

0010, 0027, & 0044                      Circuit Card For Base Configuration C Controller Module

The circuit board to be furnished under this item shall be same component used in Items 0003, 0020, 0037.

0011, 0028, & 0045                      Circuit Card For Interface Module

The display board to be furnished under this item shall be same component used in Item 0004, 0021, 0038.

0012, 0029, & 0046                      Circuit Card For AC Power Supply Module

The display board to be furnished under this item shall be same component used in Item 0005, 0022, 0038.

0013, 0030, & 0047                      Circuit Card For DC Power Supply Module

The display board to be furnished under this item shall be same component used in Item 0006, 0023, 0039

0014, 0031, & 0048                      Circuit Card For Networking Module

The display board to be furnished under this item shall be same component used in Item 0007, 0024, 0040.

**LOGISTICS MANAGEMENT INFORMATION (LMI)**

0052, 0053                   The contractor shall provide Logistics Management Information (LMI) in accordance with the requirements contained in the DD Form 1423, Contract Data Requirements List (CDRL).

Engineering Data For Provisioning (EDFP) is required for all systems or equipment that are acquired for Navy use and for which Provisioning Technical Documentation (PTD) is being acquired. EDFP is the data acquired to support Line Material Item supportability analysis. It is the technical data that provides definitive identification of dimensional, material, mechanical, electrical, or other characteristics adequate for provisioning of the support items of the end article(s) on contract. EDFP consists of but is not limited to data such as specifications, standards, drawings, photographs, sketches and descriptions, and the necessary assembly and general arrangement drawings, schematics, drawings, schematic diagrams, wiring and cable diagrams, etc. This data is necessary for the assignment of Source, Maintenance, and Recoverability (SMR) codes to assignment of Item Management Codes, prevention of proliferation of identical items in the Government inventory, maintenance decisions, and item identification necessary in the assignment of a National Stock Number (NSN).

**TECHNICAL MANUALS**

0054, 0055                   The contractor shall provide Commercial Off-The-Shelf manuals for Items 0001 through 0007.

The manuals will explain the use, operation, calibration procedures, and technical specifications in commercial format for the items as well as preservation, packing, and packaging requirements. There shall also be drawings which include a detailed breakdown of replaceable/repairable parts provided in the manual for logistics support.

**TESTING REQUIREMENTS**

0056 THROUGH 0061

The contractor shall perform First Article testing of a quantity of one for each module. First Article shall consist of shock and vibration testing and electromagnetic interference testing as the items must meet the latest version of MIL-S-901D Navy Grade A shock specifications, MIL-STD-167 Navy vibration, and MIL-STD-461E EMI/EMC specifications.

Prior to conducting the First Article Test, the contractor shall furnish a First Article Test Procedure for each module. The procedure will demonstrate how the modules will perform as described during the tests. Upon completion of the First Article Test, the contractor shall furnish a First Article Test Report.

## SECTION D Packaging and Marking

Packaging and marking shall be in accordance standard commercial procedures.

All items shall be individually packaged using packaging foam for protection from bumps and rugged handling. Individually packaged units may be combined into larger shipping containers for delivery.

SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001 through 0061	NSWC Carderock Division 1601 Langley Ave. Phila., PA 19112-5051 ATTN: Ronald Williams	Govt	NSWC Carderock Division 1601 Langley Ave. Phila., PA 19112-5051 ATTN: Ronald Williams	Govt
Code 9224		Code 9224		

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies—Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

Section F: Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

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

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF ORDER
Item 0001-0007, 0018-0024, 0035-0041	1-10 units	30 days
Item 0001-0007, 0018-0024, 0035-0041	11-20 units	50 days
Item 0001-0007, 0018-0024, 0035-0041	21-40 units	70 days
Item 0008-0014, 0025-0031, 0042-0048	Any Qty	30 days
Item 0015-0017, 0032-0034, 0049-0051	Any Qty	10 days
Item 0052-0055	1 Lot	30 days
Item 0056AA- 0056AG	1 Each	30 days
Items 0057AA- 0057AG	1 Each	90 days

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 unresponsive 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.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF ORDER
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(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of Clause)

## SECTION G Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

## 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

**5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)**

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies 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.

(End of clause)

## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor--Cooperation with Authorities and Remedies	SEP 2002
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Alt I Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996

52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.246-23	Limitation Of Liability	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration Alternate A Alt A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7013	Duty-Free Entry	JAN 2004
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts	OCT 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 2002
CAR-I06	Written Orders (Indefinite Delivery Contracts)	DEC 1999
CAR-I10	Authorized changes only by the Contracting Officer	DEC 1999

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)

(a) The Contractor shall test 1 unit each of Item No. 0001, 0002, 0003, 0004, 0005, 0006, 0007 as specified in this contract. At least 10 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 90 calendar days from the date of this contract to NSWCCD, 5001 S. Broad Street, Philadelphia, PA 19112-5051, ATTN: Doris Tung, Code 3351 marked "FIRST ARTICLE TEST REPORT: Contract No. (to be assigned). Within 10 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 1095 days thereafter.

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

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

(End of clause)

## 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **2500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$1,000,000.00**;

(2) A series of orders from the same ordering office within **5** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 1187 days from the date of contract award.

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(2) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts

(End of clause)

#### 52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

**CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other	(1) 50	(1) 50	(1) 25	25

fixed-price incentive contracts)				
Incentive (fixed- price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost- reimbursement (includes cost- plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

- (1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
- (2) Same sharing arrangement as the contract's profit or fee adjustment formula.
- (3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable

development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars.html>

(end of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN2004)

(a) Definitions. As used in this clause—

- (1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.
  - (2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.
  - (3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payments requests using one of the following electronic forms:
- (1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>

- (2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.
- (3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.
- (i) Information regarding EDI formats is available on the Internet at <http://www.dfas.mil/ecedi>.
- (4) Another electronic form authorized by the Contracting Officer.
- (c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.
- (d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(end of clause)

#### CAR-I06 WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS (JUN1996)(NSWCCD)

Written orders (on DD Form 1155) will contain the following information consistent with the terms of the contract:

- (a) Date of order
- (b) Contract number and order number
- (c) Item number and description, quantity ordered, unit price and contract price.
- (d) Delivery or performance date
- (e) Place of delivery or performing (including consignee)
- (f) Packaging, packing, and shipping instructions if any required.
- (g) Accounting and appropriation data
- (h) Inspection invoicing and payment provisions to the extent not covered in the contract ; and any other pertinent information.

#### CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN1996)(NSWCCD)

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME Mr. R. SIEGER, Code 3351  
 ADDRESS NSWC, Carderock Division, 5001 S. Broad Street, Philadelphia, PA 19112-1403  
 TELEPHONE 215-897-7055

SECTION J List of Documents, Exhibits and Other Documents

Exhibit (A) – DD Forms 1423, Contract Data Requirements List for Modules (5pg)

## SECTION K Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE:

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
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7003	Report of Intended Performance Outside the United States	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

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

(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 of 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 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) of this provision; 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) of this provision \_\_\_\_\_ (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) of this provision.

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

(End of provision)

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

(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 Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

52.207-4 ECONOMIC PURCHASE QUANTITIES (SUPPLIES) (AUG 1987)

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

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(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			
PRICE			
ITEM	QUANTITY	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 data base 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.

(End of provision)

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

(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 subdivision (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.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(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 following spaces the required information:

<p><b>Place of Performance(Street Address, City, State, County, Zip Code)</b></p>	<p><b>Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent</b></p>
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(End of provision)

#### 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification ;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PROONet); or

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)\_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both ;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

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

The offeror represents that --

(a)  It has,  has not participated in a previous contract or subcontract subject 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.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

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)  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(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 in 40 CFR 372.65;

(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 the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

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

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

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) 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.

(End of provision)

#### CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact \_\_\_\_\_

Phone Number for Point of Contact \_\_\_\_\_

E-mail Address for Receipt of Electronic Distribution \_\_\_\_\_

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (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

Naval Surface Warfare Center  
Carderock Division  
5001 S. Broad Street  
ATTN: R. SIEGER, Contracting Officer , Code 3351  
Philadelphia, PA 19112-1403

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

(End of provision)

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

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, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars.html>

#### CAR-L02 SINGLE AWARD FOR ALL ITEMS (JUN 1996) (NSWCCD)

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.

(end of provision)

#### CAR-L11 PROPOSAL PREPARATION REQUIREMENT (JUL 2002) (NSWCCD)

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as three separate documents, as follows:

Documents	Original	Copies
Solicitation, Offer and Award Document (SF-33)	1	2
Technical Proposal	1	5

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

In order to facilitate the evaluation process, it is requested that offerors also submit their cost proposal spreadsheets on diskette (in addition to the hard copy requirements stated above). Diskettes shall be in 3.5 inch, high density format, and it is requested that the spreadsheet files be compatible with Windows 95 Version 4.0, Excel 97 Version 8.0. The provision of these spreadsheet files on diskette in no way relinquishes the offeror's responsibility to provide hard copies of the cost proposal.

#### (1) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

#### (2) TECHNICAL PROPOSAL

The technical proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

Statements such as "the offeror understands," "will comply with the specification," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the specification requirements are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

The technical proposal shall include:

### **Section 1: TECHNICAL CAPABILITY**

The offeror shall furnish information that demonstrates the articles to be furnished will comply with the specification requirements. The offeror shall also prove it possess the technical capability to furnish the products by providing a detailed description of the manufacturing/production process it intends to use. This detailed description will address material ordering, fabrication, production and manufacturing, and quality controls used to ensure compliance with the specification requirements. It will include information on the lead times for each process to demonstrate the company's ability to comply with the required delivery schedule.

### **Section 2: CORPORATE EXPERIENCE**

In this factor, the offeror shall provide information on its experience with the manufacturing of the same or similar products. The offeror shall furnish information on the equipment, facilities, and other production resources it possesses that it will use during the performance under proposed contract. The offeror shall submit information on its existing inspection or quality system that clearly describes the methods and controls employed during designing, purchasing, production, and/or packaging of proposed products. If the offeror possesses an inspection system that meets quality requirements of a certified quality system such as ISO 9001, ISO 9002, ASI, ASQC, etc ..., appropriate documentation shall be furnished as part of the technical capabilities proposal.

### **Section 3: PAST PERFORMANCE**

The Navy intends to review the Contractor Performance Assessment Reporting System (CPARS) ratings of an offeror's performance of relevant contracts. In the event the Navy cannot obtain adequate CPARS rating information regarding a particular offeror, the Navy may review other relevant past performance information from sources other than those identified by the offeror. General trends in contractor's performance will be considered. If the offerors intend to use subcontractors, their past performance shall also be evaluated.

Each offeror has the opportunity to provide in its proposal any information regarding its past performance of contracts similar to the Navy's requirement that it would like the Navy to consider. Such information may be in the nature of additional information, which the Navy has readily available, or which has already been rated under the CPARS system, or which explains substandard performance and the corrective action taken to prevent a recurrence. The Navy reserves the right to verify statements and representations made in an offeror's proposal.

To assist the Navy in performing the past performance evaluation defined above, the offeror shall provide a synopsis of at least previous contracts which involved similar or related work performed (or currently performing) in the last three (3) years. The offeror may identify Federal, State, and local government and private contracts that are similar to the products covered by this solicitation for ongoing contracts or contracts completed in the past three years.

For each contract, the contractor shall provide a narrative discussion of work performed and a list that provides the following information.

1. Contract number
2. Customer/agency
3. Contracting officer (name/phone number)
4. Contract type
5. Award price
6. Contract summary- The contract summary shall provide a descriptive overview of the contract not exceeding one page in length, including a discussion of the actual performance under each contract listed, problems encountered and how they were resolved, timeliness of deliverables required, how costs were controlled if applicable, business relationships and any other areas deemed necessary to provide insight into actual performance issues.

Incomplete data will not be considered.

#### **Section 4: SUBCONTRACTING COMPLIANCE**

Under this factor offerors shall provide information demonstrating their past performance in complying requirements of FAR Clause 52.219-8, entitled "Utilization of Small Business Concerns." This clause requires a contractor to provide maximum practicable subcontracting opportunities to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns.

Under this factor offerors that represent themselves as a large business concern shall also provide information demonstrating their past performance in complying with the requirements of FAR Clause 52.219-9, entitled "Small Business Subcontracting Plan" and DFARS Clause 252.219-7003 entitled, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan ( DoD Contracts)." These clauses require a contractor to establish subcontracting goals for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns for specific contracts.

## SECTION M Evaluation Factors for Award

## CLAUSES INCORPORATED BY FULL TEXT

## CAR-M02 AGENCY SPECIFIC PROVISION - EVALUATION OF PROPOSALS (OCT 2003) (NSWCCD)

- (a) **General.** Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. The technical factors against which offers will be evaluated (e.g., Technical Capability, Corporate Experience, etc.) are set forth below and parallel the solicitation response called for elsewhere herein.
- (b) **Initial Evaluation of Offers.** An evaluation plan has been established to evaluate offers pursuant to the factors set forth in (f) below and all offers received will be evaluated by a team of Government personnel in accordance with the plan.
- (c) **Evaluation Approach.** The following evaluation approach will be used:  
*(1) Technical Proposal.* The evaluators will prepare a narrative description and assign a rating for each technical evaluation factor of either Acceptable, Unacceptable but susceptible of being made acceptable, or Unacceptable. Based on the rating in each factor, each proposal shall be assigned an overall rating of Acceptable, Unacceptable but susceptible of being made acceptable, or Unacceptable. In order to obtain an overall rating of Acceptable, the technical proposal must receive a rating of Acceptable in each factor. A rating of Unacceptable, but susceptible of being made acceptable will only be assigned when a deficiency is solely the result of the offeror to provide complete or adequate information under an individual evaluation factor that prevents an Acceptable rating of being assigned.
- (d) **Competitive Acquisition Instructions**  
(1) Provision FAR 52.215-1, "Instructions To Offerors--Competitive Acquisition" is included in Section L of this solicitation, and the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.  
  
(2) If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (e) **Discussion/Final Proposal Revisions.** The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award technical deficiencies, and other aspects of its proposal (such as price and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.
- (f) **Basis for Contract Award.** Award will be made to the low price technically acceptable offeror. Technical capability shall be determined based on an assessment of an offeror's Technical Capability, Corporate Experience, Past Performance and Subcontracting Compliance. Technical proposals will be assigned a rating of either Acceptable, Unacceptable but susceptible of being made acceptable, or Unacceptable under each of the above factors, and on an overall basis.

DD Form 1423-1 **CONTRACT DATA REQUIREMENTS LIST (CDRL)**

Form Approved  
OMB NO. 0704-0188

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

A. CONTRACT LINE ITEM NO. 0052	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>
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D. SYSTEM/ITEM Modules	E. CONTRACT/PR NO.	F. CONTRACTOR
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1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM LOGISTICS MANAGEMENT INFORMATION (LMI) SUMMARY	3. SUBTITLE ENGINEERING DATA FOR PROVISIONING (EDFP) DIGITAL VERSION
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

4. AUTHORITY (Data Acquisition Document No.) DI-ALSS-81530 SEE BLK 16	5. CONTRACT REFERENCE Line 0052	6. REQUIRING OFFICE NSWCCD-SSES C/922
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7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION 30 DADO	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE NA	13. DATE IF SUBSEQUENT SUBM. N/A	a. ADDRESSEE	b. COPIES	
					draft	reg

16. REMARKS  BLK 4: The Contractor shall provide EDFP in accordance with the attached LMI summary for EDFP.  BLK 9: Distribution Statement A: Approved for public release; distribution is unlimited; unless proprietary or classified information applies, then distribution statement C applies and all other requests for this data item shall be referred to PPA.  BLK 12: Delivery shall be concurrent with all applicable Data Product Deliveries. Government will provide a letter of approval or disapproval 60 days after receipt of the EDFP. Contractor shall resubmit within 30 days after receipt of the Government disapproval.  BLK 14: One copy of drawings shall be in digital form. The acceptable formats for these engineering drawings are: a. C4 Navy CALS variant (preferred format) b. NAVSEA CAD-2 format c. Native CAD d. MIL-D-2800 IGES data  If the contractor is unable to provide digital drawings then the CDRL DATA ITEM NO. A002 for EDFP (hard copy) must be used.	NSWCCD-SSES	1		1	
	CODE 9224				
	1601 Langely Ave.				
	BLDG 542				
	PHILADELPHIA, PA				
	19112-5051				
	15. TOTAL ----->		1		1

G. PREPARED BY Richard Ladner	H. DATE 02/12/2004	I. APPROVED BY	J. DATE
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Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the government Issuing Contracting Officer for the Contract/PR No. in Block E.

A. CONTRACT LINE ITEM NO. 0053	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>
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D. SYSTEM/ITEM MODULES	E. CONTRACT/PR NO.	F. CONTRACTOR
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1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM LOGISTICS MANAGEMENT INFORMATION (LMI) SUMMARY	3. SUBTITLE ENGINEERING DATA FOR PROVISIONING (EDFP) HARD COPY
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

4. AUTHORITY (Data Acquisition Document No.) DI-ALSS-81530 SEE BLK 16	5. CONTRACT REFERENCE Line 0053	6. REQUIRING OFFICE NSWCCD-SSES C/922
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7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ONE/R	12. DATE OF FIRST SUBMISSION 30 DADO	14. DISTRIBUTION		
8. APP CODE A	11. AS OF DATE NA	13. DATE IF SUBSEQUENT SUBM. NA	a. ADDRESSEE		b. COPIES	
					draft	final
					reg	repr

16. REMARKS BLK 4: The Contractor shall provide EDFP in accordance with the attached LMI summary for EDFP.  BLK 9: Distribution Statement A: Approved for public release; distribution is unlimited; unless proprietary or classified information applies, then distribution statement C applies and all other requests for this data item shall be referred to PPA.  BLK 12: Delivery shall be concurrent with all applicable Data Product Deliveries. Government will provide a letter of approval or disapproval 60 days after receipt of the EDFP. Contractor shall resubmit within 30 days after receipt of the Government disapproval.  BLK 14: One copy of drawings shall be in hard copy form.  This CDRL DATA ITEM NO. A002 is executed if the contractor is unable to provide digital drawings in CDRL DATA ITEM NO. A001 for EDFP.	NSWCCD-SSES	1	1	1
	CODE 9224			
	1601 Langley Ave.			
	BLDG. 542			
	PHILADELPHIA, PA			
	19112-5051			
15. TOTAL ----->		1		1

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

A. CONTRACT LINE ITEM NO. 0054	B. EXHIBIT A	C. CATEGORY: TDP ___ TM ___ OTHER <u>X</u>
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D. SYSTEM/ITEM MODULES	E. CONTRACT/PR NO.	F. CONTRACTOR
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1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM COMMERCIAL OFF-THE-SHELF MANUALS	3. SUBTITLE Supplemental Engineering Data for Provisioning Digital formatted COTS TM
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

4. AUTHORITY (Data Acquisition Document No.) DI-TMSS-80527A SEE BLK 16	5. CONTRACT REFERENCE Line 0054	6. REQUIRING OFFICE NSWCCD-SSES C/922
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7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY SEE BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION
8. APP CODE A	11. AS OF DATE NA	13. DATE IF SUBSEQUENT SUBM. SEE BLK 16		

16. REMARKS  BLK 4: DI-TMSS-80527A, Para 10.4 change to "The content of the commercial manuals shall be provide on a CD-ROM disk using the latest software version of MSWORD or ADOBE (.pdf file extension). If the contractor is unable to furnish the COTS TM in digital format then the offeror is permitted to submit as paper hard copy.  BLK 9: Distribution Statement A: Approved for public release; distribution is unlimited; unless proprietary or classified information applies, then distribution statement B applies and all other requests for this data item shall be referred to PPA.  BLK 10, 11 & 12: Delivery shall be concurrent with the delivery of the Engineering Data for Provisioning (EDFP) deliverables.	NSWCCD-SSES	b. COPIES		
	CODE 9224	final		
	1601 LANGLEY AVE.	draft	reg	repr
	BLDG 542			
	PHILADELPHIA, PA			
	19112-5051			
	15. TOTAL ----->	1	1	1

G. PREPARED BY Richard Ladner	H. DATE 2/12/04	I. APPROVED BY	J. DATE
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# CONTRACT DATA REQUIREMENTS LIST

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0056 & 0057		B. EXHIBIT A		C. CATEGORY TDP                      TM                      OTHER <u>x</u>	
D. SYSTEM/ITEM MODULES			E. CONTRACT/PR NO.		F. CONTRACTOR
1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM TEST PROCEDURES			3. SUBTITLE FIRST ARTICLE	
4. AUTHORITY (Date Acquisition Document No.) See Block 16			5. CONTRACT REFERENCE Item 0056AA - 0056AG		6. REQUIRING OFFICE NSWCCD-SSES 922
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED	10. FREQUENCY 1 TIME	12. DATE OF FIRST SUBMISSION 30 DADO	14. DISTRIBUTION	
8. APP CODE A	N/A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION N/A	a. ADDRESSEE	b. COPIES
16. REMARKS BLK 4: DI-ENVR-80709, DI-RELI-80322, DI-EMCS-80199B & DI-EMCS-80201B. BLK 14a: NSWCCD-SSES, D. TUNG, Code 3351, 5001 S. Broad St., Philadelphia, PA, 19112				Draft	Final
				Reg	Repro
				15. TOTAL →	1    1
1. DATA ITEM NO. A006	2. TITLE OF DATA ITEM TEST REPORTS			3. SUBTITLE FIRST ARTICLE	
4. AUTHORITY (Date Acquisition Document No.) See Block 16			5. CONTRACT REFERENCE Item 0057AA - 0057AG		6. REQUIRING OFFICE
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED	10. FREQUENCY ONE TIME	12. DATE OF FIRST SUBMISSION 90 DADO	14. DISTRIBUTION	
8. APP CODE A	N/A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION N/A	a. ADDRESSEE	b. COPIES
16. REMARKS BLOCK 4: DI-ENVR-80708, DI-NDTI-80809B & DI-EMCS-80200B BLOCK 14a: NSWCCD-SSES, D.TUNG, Code 3351, 5001 S. Broad St., Philadelphia, PA 19112				Draft	Final
				Reg	Repro
				15. TOTAL →	1
1. DATA ITEM NO.	2. TITLE OF DATA ITEM			3. SUBTITLE	
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES
16. REMARKS				Draft	Final
				Reg	Repro
				15. TOTAL →	
1. DATA ITEM NO.	2. TITLE OF DATA ITEM			3. SUBTITLE	
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES
16. REMARKS				Draft	Final
				Reg	Repro
				15. TOTAL →	
1. DATA ITEM NO.	2. TITLE OF DATA ITEM			3. SUBTITLE	
4. AUTHORITY (Date Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES
16. REMARKS				Draft	Final
				Reg	Repro
				15. TOTAL →	
G. PREPARED BY Richard Ladner		H. DATE 02/12/04		I. APPROVED BY	
				J. DATE	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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