SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DO-A3	PAGE 1 of 49 PAGES

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	N00167-02-R-0008	___SEALED BID (IFB) _X_ NEGOTIATED (RFP)	21 NOV 01	N/A

7. ISSUED BY CODE N00167

Attn: 3322, Bldg. 121, RM 214A (S. Sentz)
Carderock Division
Naval Surface Warfare Center
9500 MacArthur Blvd.
West Bethesda, MD 20817-5700

8. ADDRESS OFFER TO *(If other than Item 7)*

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

SOLICITATION

9. Sealed offers in **original and __2__ 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. 121, Room 214A, Code 3322__ until __2:00 PM__ local time __21 DEC 01__.
(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	B. TELEPHONE ***(NO COLLECT CALLS)***			C. E-MAIL ADDRESS
	Scott Sentz	AREA CODE 301	NUMBER 227-5822	EXT.	sentzsm@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)*	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	___ CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			___ **15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.**	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.			

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

___ 10 U.S.C. 2304(c) ( ) ___ 41 U.S.C. 253(c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ITEM

24. ADMINISTERED BY *(If other than Item 7)* CODE

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*

27. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

28. AWARD DATE

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

PART I – THE SCHEDULE
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

BASE REQUIREMENT (CLINs 0001 and 0002):

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Auxiliary Power System, in accordance with Sections C.1.0 through C.4.0 of the SOW				
0001AA	1825 KW Ship Service/Emergency Diesel Generator in accordance with Section C.2.0 of the SOW	2	EA	_____	_____
0001AB	Control and Distribution Switchgear in accordance with Section C.3.0 of the SOW	2	EA	_____	_____
0002	CDRLs for CLIN 0001 in accordance with Section C.5.1 of the SOW	1	LOT	NSP*	NSP*

OPTIONAL REQUIREMENT (CLINs 0003 THROUGH 0006) :

0003	Auxiliary Power System, in accordance with Sections C.1.0 through C.4.0 of the SOW				
0003AA	1825 KW Ship Service/Emergency Diesel Generator in accordance with Section C.2.0 of the SOW				
	Bid A: Year 1 (months 1 – 12 ADCA**)	2	EA	_____	_____
	Bid B: Year 2 (months 13 – 24 ADCA**)	2	EA	_____	_____
	Bid C: Year 3 (months 25 – 36 ADCA**)	2	EA	_____	_____
0003AB	Control and Distribution Switchgear in accordance with Section C.3.0 of the SOW				
	Bid A: Year 1 (months 1 – 12 ADCA**)	2	EA	_____	_____
	Bid B: Year 2 (months 13 – 24 ADCA**)	2	EA	_____	_____
	Bid C: Year 3 (months 25 – 36 ADCA**)	2	EA	_____	_____
0004	CDRLs for CLIN 0003 in accordance with Section C.5.2 of the SOW	1	LOT	NSP*	NSP*
0005	Installation Support Services for CLIN 0001 in accordance with Section C.6.1 of the SOW (to include up to 400 hours of labor, travel, and per diem)				
	Bid A: Year 1 (months 1 – 12 ADCA**)	1	LOT	_____	_____
	Bid B: Year 2 (months 13 – 24 ADCA**)	1	LOT	_____	_____
	Bid C: Year 3 (months 25 – 36 ADCA**)	1	LOT	_____	_____
0006	Installation Support Services for CLIN 0003 in accordance with Section C.6.2 of the SOW (to include up to 460 hours of labor, travel, and per diem)				
	Bid A: Year 1 (months 1 – 12 ADCA**)	1	LOT	_____	_____
	Bid B: Year 2 (months 13 – 24 ADCA**)	1	LOT	_____	_____
	Bid C: Year 3 (months 25 – 36 ADCA**)	1	LOT	_____	_____

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT

PART I – THE SCHEDULE
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

SECTION B INSTRUCTIONS

1. Optional CLINs 0003AA, 0003AB, 0005 and 0006 contain stepladder pricing which allows the offeror to provide unique pricing which reflects the timeframe in which the respective option is exercised.

2. The specific stepladder pricing that will be applicable for any modification which exercises Optional CLINs 0003AA and 0003AB shall be determined by the timeframe in which the option is exercised.

3. The specific stepladder pricing that will be applicable for any modification which exercises Optional CLIN 0005 or CLIN 0006, shall be determined by the timeframe in which the installation effort is to be completed.

4. Pursuant to Section I clause 52.217-7, OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989), the optional CLINs (0003AA, 0003AB, 0004, 0005, and 0006) may be exercised by the Government anytime up to **thirty-four (34) months after the date of contract award.**

5. Pursuant to Section I clause STANDARD COMMERCIAL WARRANTY, the contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of _____ months. (**Offeror** is to insert number.)

NSP* = Not Separately Priced
ADCA** = After Date of Contract Award

SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 AUXILIARY POWER SYSTEM (CLINs 0001 and 0003)

1.1 The power system shall replace the two existing 750 KW Emergency Diesel Generators (EDG) and their associated control switchgear with two Ship Service/Emergency Diesel Generators (SS/EDG) and associated control and distribution switchgear. The existing distribution Switchgear shall remain and be used as Load Centers of the new distribution system. The power system shall be rated at 450 volts ac, 3 Phase, 60 Hertz and shall provide electric power meeting the following criteria:

1.1.1	Steady State Voltage:	427 - 477 Volts RMS, 3 percent line imbalance
1.1.2	Steady State Frequency	58.2 - 61.8 Hz
1.1.3	Total Harmonic Distortion	5 percent maximum
1.1.4	Maximum Single Harmonic	3 percent
1.1.5	Maximum Deviation Factor	5 percent
1.1.6	Maximum voltage under failure conditions	600 Volts RMS
1.1.7	Minimum Sustained Short Circuit fault current	8800 Amps RMS
1.1.8	Minimum duration of Short Circuit Current	20 seconds
1.1.9	Power Factor	0.8 lagging to unity

1.2 The system shall meet all operational requirements when operating in the following environmental conditions:

1.2.1 Ambient air temperature surrounding the equipment throughout the range of 35 to 122 degrees Fahrenheit.
1.2.2 Barometric pressure throughout the range of 28 to 31 inches of Mercury.
1.2.3 Relative humidity throughout the range of 10 to 100 percent.
1.2.4 Sea water (cooling) inlet temperature throughout the range of 28 - 130 degrees Fahrenheit.
1.2.5 Exhaust backpressure of up to 13.6 inches of water.
1.2.6 Fuel temperature to the engine of 40 to 115 degrees Fahrenheit.
1.2.7 Inclined at any angle from 0 to 5 degrees from horizontal along the axis of the shaft of the diesel generator set and rolled up to 35 degrees to either side of vertical.

1.3 The system shall recover to within one percent of its steady state operating parameters following a step load transient of 750KW at 0.8 power factor within 1.5 seconds. The voltage during the transient shall not fall below 387 Volts nor rise above 513 Volts. The frequency during the transient shall not fall below 55.8 Hz nor rise above 64.2 Hz.

1.4 The Ship Service/Emergency Diesel Generator sets shall be capable of continuous parallel operation with each other, and with the existing Ship Service Turbo-Generators throughout the permissible load ranges of the diesel engines. The generator set will provide for the automatic division of real and reactive power during parallel operations. The KVAR load of any generator (expressed as a percentage of its KVAR rating) shall not differ from the total KVAR load of all paralleled generators (expressed as a percentage of the total KVAR rating of all parallel generators) by more than 5 percent as load is varied from 0 to 100 percent of the total KVAR rating of the generators at any power factor from 0.5 lagging to 0.8 leading. An adjustable reactive load voltage droop compensation circuit shall be provided. The range of adjustment shall be from zero to at least 10 percent of rated voltage in steps not to exceed 0.2 percent of rated voltage at any load division. The actual KW load of any generator, expressed as a percentage of its continuous KW rating, shall not differ from the total system KW load, expressed as a percentage of the total continuous KW rating of all connected generators, by more than 5.0 percent.

1.5 The governor control system of the SS/EDG shall provide automatic and manual synchronization of each SS/EDG to the ship service bus across the generator breaker and all other bus ties. Additionally the systems shall provide manual synchronization capabilities with shore power, in order to transfer ship's load from shore to ship's power and from ship's to shore power (see Fig. 1, simplified 1-line). The governor shall be provided with both droop and differential real current compensation to provide for kilowatt load sharing. All governor systems will be equipped with a kW load balance

controller. The kW load balance controller will sense real (kW) generator load and provide for automatic load sharing in isochronous mode. The load balance controller will provide a speed droop signal proportional to real (kW) load during droop mode operation. The load balance controller shall be provided with means for adjusting in both isochronous and droop mode. Means for selecting either mode of operation shall be provided. The governor shall have provisions necessary for transferring power from or to other ship's generator sets or shore power connections. The governor system shall have the following operating modes:

(a) Isochronous. Steady state speed regulation with the real differential compensation inoperative shall be between 0 and positive 1.0 percent. Where parallel operation is required real load (kilowatts (kw)) differential compensation shall be performed in order to maintain isochronous speed regulation and real load (kw) balance. The kW load of any generator (expressed as a percentage of its kW rating) shall not differ from the total kW load of all parallel generators (expressed as a percentage of the total kW rating of all paralleled generators) by more than 5.0 percent as load is varied over the range of 0 to 100 percent of the total rated load, at any power factor from 0.5 lagging to 0.8 leading.

(b) Droop (speed-load characteristic). Steady state speed shall be adjusted in the negative direction with increasing kW load by the droop control circuit. Droop mode shall provide stable operation with another generator set with either similar or dissimilar governors, or with an infinite bus (shore power).

1.6 Inspect all existing Ship Service Turbo-Generator interface equipment for operational compatibility with the new Diesel generator system. Provide design and equipment modifications to the speed governor, voltage regulator, circuit breaker and control wiring system to insure intersystem compatibility.

2.0 1825KW SHIP SERVICE/EMERGENCY DIESEL GENERATOR SET (CLIN 0001AA and 0003AA)

2.0.1 The SS/EDG shall be capable of operating as an Emergency Diesel Generator or as a Ship Service Diesel Generator or be locked out for Maintenance.

2.0.1.1 When operating in the Emergency or Stand-by Mode, The SS/EDG mode selector switches will be set in the Stand-by mode. The SS/EDG's will then be ready to automatically supply power to their associated emergency switchboard on a loss of SSTG power. When operating in this mode the bus-ties circuit breakers between 1A SS/E & 1S SWBD's and between 2A SS/E & 2S SWBD's will be closed. The bus-ties between 1A SS/E and 2A SS/E SWBD's will be open. The feeder between 1A SS/E and 1E Switchboard along with the feeder between 2A SS/E and 2E Switchboard will be closed. Upon the loss of SSTG power the bus-tie breakers between 1S and 2S will open due to the low frequency/voltage (reverse power) sensing device. Sensing a loss of power, via the SS/E-S bus-ties, on one or both of the SSTG busses the associated SS/EDG(s) will start automatically. Upon buildup of voltage the local SS/EDG - SSTG bus-tie breaker will open and the EDG/SSDG generator breaker(s) will close supplying power to its local emergency switchboard automatically and thereby supplying emergency power to the ship via the normal emergency power distribution system.

2.0.1.2 When it becomes necessary to configure one of the SS/EDG's to supply ship service power the system can be reconfigured so that the remaining SS/EDG can supply Emergency Power automatically to both Emergency Switchboards. When operating in this mode, assuming that SS/EDG No.1 is supplying ship service power along with 1SA & 1SB SSTG's, the bus-tie between SS/EDG No. 1 & 1S will be closed. The bus-tie between SS/EDG No. 1 & SS/EDG No. 2 will be closed on the EDG1 end only. SS/EDG No. 1 distribution breaker supply 1E Switchboard will be closed and SS/EDG No.1 mode selector switch will be in Ship Service Mode. SS/EDG No. 2 mode selector switch will be in Stand-by Mode. The SS/EDG No. 2 distribution breaker supply 2E Switchboard will be closed and the 2S/EDG2 bus-tie will be closed.

2.0.1.3 If it becomes necessary to configure both of the SS/EDG's to supply ship service power the system will need to be manually reconfigured in order to supply emergency power depending on the availability of generators and switchboards. When operating in this mode SS/EDG No. 1 & 2 mode selector switches will be in the manual mode and the bus-ties between switchboards SS/EDG No.1 & 1S and SS/EDG No. 2 & 2S will be closed. The bus-tie between SS/EDG No. 1 & 2 will normally be opened and the bus-tie between 1S & 2S will normally be closed. The SS/EDG distribution breakers feeding the

emergency switchboards will be closed. Upon the loss of two ship service generators the bus-ties between the 1S/2S switchboards should open. The bus-ties between SS/EDG No.1 & 1S and SS/EDG No. 2 & 2S should be manually opened to isolate the SS/EDG's from the ship service distribution system until the cause of the casualty can be identified. If it is possible and safe, one of the SS/EDG's should be manually started. The EDG generator and emergency switchboard distribution breakers should be closed as well as the bus-tie between SS/EDG No. 1 & 2 to supplying emergency power to the 1E & 2E switchboards. Under Manual mode all the automatic sensing and control devices are turned off, except the 1S/2S bus-tie power-sensing device. While in this mode testing and routine maintenance can be performed.

2.0.1.4 Maintenance Mode: This mode is intended to deactivate all auto and manual start capabilities so that inspection and maintenance can be performed safely on a single in-service EDG unit, at a time. The remainder of the generation system will reconfigure it's operation to take into account the out of service EDG unit. The remaining EDG unit will operate in emergency mode only.

2.0.2 The generator and its prime mover shall be mounted on a common subbase. The subbase shall provide full stiffness and support for the generator set without the reliance on external foundations or stiffeners to maintain operational conditions including proper alignment of components. The generator set shall be designed and built to commercial marine standards as reflected in IEEE 45 and ABS (American Bureau of Shipbuilding) standards for shipbuilding.

2.0.3 Interfaces with the ship shall be minimized to provide single interface points for intake (combustion) air, exhaust air, fuel oil supply, fuel oil return, cooling seawater inlet, cooling seawater discharge, lubricating oil fill, lubricating oil drain (purifier input), 440 volt ac power input, 110 volt ac power input on each diesel generator set and each switchgear group as required. Inlet air systems will be allowed to have up to two interface connections.

2.0.4 The generator sets shall produce 450 Volt, 3 Phase ungrounded, 60 Hertz electric power to a minimum total load ranging from 600 to 1825 KW at 0.8 power factor continuously.

2.0.5 The generator set shall withstand a bolted short circuit at the terminals of the generator for a period of two minutes without sustaining any permanent damage to the set.

2.0.6 The generator set shall minimize the heat rejected to the surrounding space. The majority of heat generated by the set shall be dissipated to seawater via plate type heat exchangers.

2.0.7 The generator set shall incorporate features to improve performance and reduce maintenance when the set is operated for extended periods at the low end of the required operating load range. The generator sets shall incorporate the features identified below, and any other commercially available features which improve performance and reduce maintenance of the diesel generator set when operated for extended periods at loads less than 40 percent of rated load.

a. Centrifugal bypass lubricating oil filter
b. Long life engine coolant inhibitor
c. Self-Flushing or Back-Flushing Reduced Maintenance Lube oil filter
d. Pump driven lube oil change out system

2.0.8 The generator set shall perform its function without major overhaul for at least 20,000 operating hours. The design life of the generator set shall be at least 40,000 operating hours.

2.0.9 The dimensions of the generator set shall be such that installation in a space 40 feet long, 19 feet wide and 16 feet high will still allow sufficient access around the generator set to perform any required maintenance, including, but not limited to, removal of the generator rotor; removal of heads, pistons, and cylinder liners; and removal of all major support components.

2.0.10 The generator set shall be equipped with the following safety protection devices or a functional equivalent at a minimum:

a. Reverse Power Monitor
b. Over Power Monitor, (2 Stages to Load Shed Non-Vital and Semi-Vital Loads)
c. Under Frequency Monitor
d. Electrical Ground Detection Devices

2.1 DIESEL ENGINE

2.1.1 The intent of this specification is to procure current production diesel engines as the prime movers for the generator sets. The manufacturer shall certify that the engine provided is a current production model and has a background of at least 10000 hours of satisfactory operation (i.e. no failures requiring corrective maintenance) in applications where the loading is at least 1640 eKW. The engines shall be certified in accordance with ABS Rules for Steel Vessels. Instrumentation, alarms, and controlling devices shall be supplied to conform with rules for unmanned engineering spaces. The Government will monitor ABS efforts to certify the engines. Where there is a conflict between ABS Rules and these specifications, these specifications shall take precedence.

2.1.2 The engine speed and rated power shall be as determined by the manufacturer to meet the generator set performance requirements of this specification.

2.1.3 The engine shall be jacket water cooled. Separate circuit aftercooler (if equipped) shall utilize treated potable water. All necessary pumps shall be supplied and engine driven. All heat exchangers shall be supplied and be of the plate type suitable for marine seawater service. All supplied heat exchangers shall be on supports suitable for deck mounting. Any supplied auxiliary equipment that is not part of the assembled engine will be supplied with separate mountings and not attached to the engine/generator subase. All necessary connections such as hoses and piping to connect to these components shall be supplied.

2.1.4 An appropriate exhaust muffler shall be provided. The muffler shall be sized to meet the recommended exhaust back pressure limits of the engine when installed as part of a 200ft long exhaust duct with four right angle bends in the run. The muffler shall provide engine exhaust noise reduction of at least 10dB(A).

2.1.5 The engine shall not exhaust oil-laden air into the space in which it is installed.

2.1.6 Drains required to completely remove all liquids from the engine shall be provided with isolation valves and piped to dedicated termination points on the set.

2.1.7 The starting system shall utilize 150 psi supply air.

2.1.8 The engine will meet all performance criteria when operating on Naval Distillate Fuel (MIL-F-16884, (NATO Symbol F-76) and have the ability to operate on JP-5 (NATO Symbol F-44).

2.1.9 The engine shall be certified to meet the emissions requirements of Annex VI of MARPOL 73/78 in effect at the time of the solicitation.

2.1.10 If the engine requires electrical power to be available in order to start/run, then a separate source of power (battery with an alternator, Uninterruptible Power Supply, etc.) shall be provide under this Performance Specification for that purpose.

2.1.11 A fuel oil cooler shall be provided for maintaining a suitable fuel oil return temperature.

2.1.12 Interface piping connections shall be flanged in accordance with ANSI B16.5. All piping in contact with seawater shall be copper-nickel 70/30 or 90/10. No pipe threaded connections shall exist in any of the seawater piping.

2.1.13 The following instrumentation, at minimum, shall be provided on an engine mounted (local) instrument panel for each engine:

Pressure Indicators	**Temperature Indicators**	**Miscellaneous**
Lube Oil at Gallery Inlet	Jacket water from engine	Engine Speed Tachometer
Fuel Oil Filter Delta	Lube oil from engine	Engine Hourmeter
Air Intake Manifold	Individual Cylinder Exhausts	Start Counter
Crankcase	Turbocharger (if fitted) Inlet and Exhaust	
Starting Air to Starter	Charge Air to Manifold	

Oil Filter Delta		
Jacket water Pump Disch.		
Aftercooler Pump (if fitted) Disch.		

2.2 GENERATOR

2.2.1 The generator shall employ a brushless means for excitation and shall be controlled by a static voltage regulator. The generator shall be totally enclosed, air cooled via an air to seawater heat exchanger.

2.2.2 The generator shall be provided with a means to prevent condensation of moisture on the windings of the machine during periods when the generator is not energized. The system used shall automatically activate upon opening of the associated generator breaker and deactivate upon closure of the generator breaker.

2.2.3 The generator design shall prevent the flow of shaft currents through the generator and prime mover bearings.

2.2.4 The generator shall provide means to monitor and indicate the temperature of the stator windings, air into the air cooler, and air out of the air cooler. Temperature indication shall be provided on the associated switchgear and at the main EOS panel.

2.2.5 The following instrumentation shall be provided, at minimum, for each engine on flat screen display(s) at each of the following locations

a. First Generator Operating Panel
b. Second Generator Operating Panel
c. Central Engineering Control Station (Main Control) Console

Pressure	**Temperature**	**Electrical**	**Miscellaneous**
Lube Oil Filter Inlet	Lube Oil to Cooler	Generator Power (KW)	Engine Speed
Lube Oil Engine Inlet	Lube Oil fm Cooler	Current (Amps)	Oil Sump level (or low level indicator)
Crankcase	Jacket water to Cooler	Output Voltage (Volts)	Jacketwater expansion tank level (or low level indicator)
Fuel Oil Supply (fm pump)	Jacket water fm Cooler	Frequency (Hz)	Aftercooler Circuit (if fitted) expansion tank level (or low level indicator)
Jacket Water Pump	Water to Air Charge Cooler (if fitted)	Power Factor (pf)	Fuel Rack Position or Load Factor
Inlet Air Manifold	Water fm Air Charge Cooler (if fitted)	Synchroscope	Fuel Consumption Meter(instantaneous)
Air filter Differential	Cylinder Charge Air		Fuel Consumption Meter (totalized)
Turbocharger (if fitted) discharge, Each	Turbocharger (if fitted) turbine exhaust. Each.		
	Combined Exhaust (Each Bank)		
	Fuel to engine		

Notes:
1. All displays shall have functionality to display desired engines parameters at each station.
2. One or more displays may be supplied for each station.
3. Data may be displayed in one or more groups. If groups are used, they shall be user defined in a minimum number of six parameters per screen, or shown in suppliers defined groups such as general operation, lube oil group, water circuits, air circuits, etc.
4. Interaction to move between screens (if applicable) shall be by touch screen or ruggedized keyboard/mouse arrangement.
5. Displays shall provide indication of any and all warnings, shutdowns, derates, or ‘fault” codes from running engine(s).

6. Readings shall be displayed in English Units.

2.3 TEST REQUIREMENTS

2.3.1 SYSTEM TESTING. The complete system shall be assembled for test at the manufacturer's factory. Tests shall include demonstration of the following:

2.3.1.1 Emergency start of both generators upon sensing a dead bus.
2.3.1.2 Paralleling of each generator across the bus tie and generator breakers to the other generator in both isochronous and droop modes and to an infinite bus (shore power) in droop mode only.

2.3.1.3 Controlled transfer of load from one generator to the other generator.

2.3.2 COMPONENT TESTING

2.3.2.1 The diesel generator set testing shall include the following:

2.3.2.1.1 Four hour heat run - The set shall be started and the load stabilized at 1825 kW, 0.8 power factor. Temperatures shall be recorded at intervals of no more than 15 minutes.

2.3.2.1.2 Short Circuit - A bolted short circuit shall be applied to the output of the generator set for a period of 20 seconds. Sufficient data shall be recorded to accurately construct the output voltage and current waveforms throughout the period of the short circuit.

2.3.2.1.3 Frequency and voltage regulation - The generator set output shall be stabilized at 450 Volts and 60 Hz at no load. Load shall be added in approximately five steps from 600KW to 1825KW at 0.8 power factor without making any adjustments to the governor or voltage regulator settings. The change in voltage and frequency at each step shall be recorded.

2.3.2.1.4 Transient response - With the generator set running at no load a block load of 750KW, 0.8 power factor shall be applied to the Gen Set. Once stabilized an additional block load of 750KW, 0.8pf shall be applied, followed by a final block load of 325KW, 0.8pf to bring the system to a total load of 1825KW. Sufficient data shall be taken to accurately construct the generator output voltage and frequency transient waveforms. The test shall then be repeated in reverse order, taking the total system load back down to 1500KW, 0.8pf, followed by 750KW, 0.8pf and then down to no load.

2.3.2.1.5 Starting - With the diesel generator set at its normal standby condition, the diesel generator set shall be started, run at idle speed for one minute, and then secured. This sequence shall be repeated ten times without failure and without recharging the starting system.

2.3.2.1.6 Fuel Efficiency - The generator set shall be operated at various loads throughout the required load range. The input fuel rate shall be measured in terms of pounds per hour. Sufficient data shall be taken to provide an accurate data curve of fuel rate vs. output electrical power.

2.3.2.1.7 Low Load Operation - The diesel generator set shall be operated continuously at an electrical output of 600 KW, 0.8 Power factor, for a period of 100 hours. Following this period the exhaust manifold and airbox shall be inspected to verify no accumulations of carbon and oil beyond a slight oil film.

2.3.2.2 The generator shall be tested in accordance with IEEE Std 115 to include the following tests at a minimum:

2.3.2.2.1 Insulation resistance
2.3.2.2.2 Dielectric Strength
2.3.2.2.3 Resistance Measurements
2.3.2.2.4 Phase Sequence
2.3.2.2.5 Stator terminal voltage - Waveform deviation and distortion factors
2.3.2.2.6 Saturation curves, segregated losses, and efficiency

2.3.2.2.7 Tests for determining parameter values for steady state conditions
2.3.2.2.8 Tests for evaluating transient/subtransient characteristic values.

2.3.3 Following completion of testing the system shall be disassembled into major subsystems and packaged for shipment.

3.0 CONTROL AND DISTRIBUTION SWITCHGEAR (CLINs 0001AB and 0003AB)

3.1 Three sets of controls and one set of distribution switchgear shall be provided for each power system. One set of Control (for both SS/EDGs) and distribution switchgear shall be provided local to each of the two Generator Sets in the Ship Service/Emergency Switchboard (SS/E SWBD). A third operating panel shall third set of controls shall be remotely located in the Enclosed Operating Station (EOS), in "Main Control" (Engine Room 8-86-0-E), on the upper level. The purpose of the remote panel is to allow the ship to operate the new Ship Service / Emergency Diesel Generators (SS/EDG) for extended periods of time from "Main Control" with little or no manning at the diesels or in their associated local Enclosed Operating Stations.

The SS/EDG shall have an integrated panel for remote monitoring and full system (SSTG & SS/EDG) functional control in addition to the monitoring instruments and controls at the SS/EDG Switchboards and Diesels. The remote monitoring and control panel will have, for example, the following:

- System status mimic board
- SS/EDG Mode Switches
- Circuit breaker status lights and control switches
- Voltmeter, ammeter, wattmeter, & frequency-meter
- Synchroscope & synchronizing lights
- Speed & voltage adjusting switch
- Governor mode selector switch
- Engine speed indicator
- Engine lubrication oil & Fuel pressure indicator
- Lube oil temperature indicator
- Jacket water temperature indicator
- Intake manifold air temperature indicator
- Exhaust stack temperature indicator
- Engine starting control switch or air solenoid valve
- High temperature alarms

The panel will be capable of monitoring and controlling all on-line ship service power and in-coming generators along with providing remote paralleling capability. The panels should be designed and built by the diesel-generator set manufacturer so that it is fully integrated with the new diesels, new switchboards and modified existing switchboards. The remote monitoring and control panel will be located in the Enclosed Operating Station (EOS), in "Main Control" (Engine Room 8-86-0-E), on the upper level. The remote panel should be designed to fully support the purpose for which they are intended, as noted above, and should support, as a minimum, the operational scenarios noted herein. Figure 1 is a block diagram of the desired configuration. Controls for each of the diesel generators shall include the following functions:

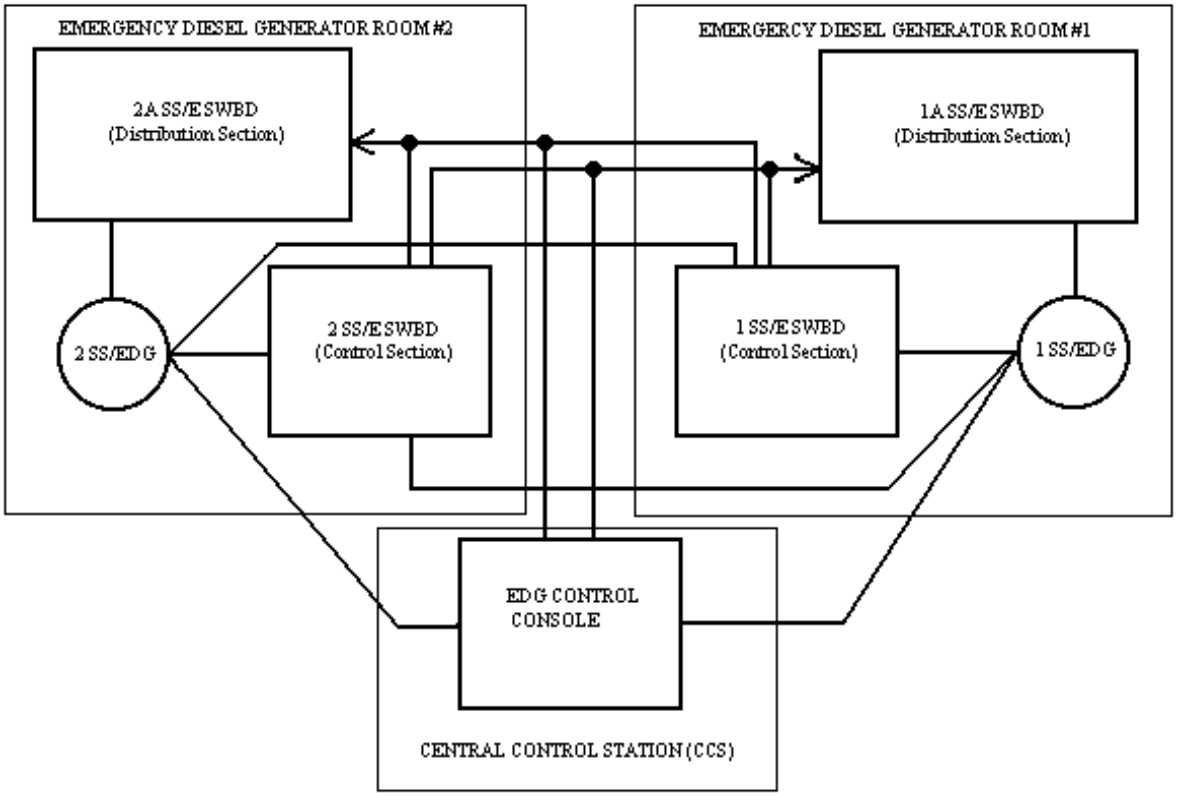

FIGURE 1 INSTRUMENTATION & CONTROL BLOCK DIAGRAM

3.1.1 Normal start which results in a normal warm-up of the diesel in accordance with the manufacturer's recommendations, followed by ramped acceleration of the diesel to normal operating speed and excitation of the generator to produce specified voltage and frequency at the output of the generator. This start shall be initiated by a single operator action (push-button start).

3.1.2 Emergency start which results in an immediate acceleration of the diesel to normal operating speed, excitation of the generator and the closure of the generator circuit breaker. This start shall be initiated by the loss of voltage on the associated distribution bus. The elapsed time from when the voltage on the bus falls below 350 volts to when the diesel generator set has come on line and the bus is reestablished to a nominal 450 volts shall not exceed 10 seconds.

3.1.3 Normal stop which shall result in the opening of the generator breaker, the securing of excitation power to the generator, the reduction in speed of the diesel engine to the cool down idle speed recommended by the engine manufacturer, securing of the diesel after the cool down time recommended by the manufacturer. The set shall be capable of being restarted at any time during the cool down period or after completion of the normal stop sequence.

3.1.4 Emergency stop which shall result in the opening of the generator breaker, the securing of excitation power to the generator, immediate securing of the combustion air supply to the engine, and securing of the fuel system.

3.1.5 Maintenance start, which shall start the diesel and leave the diesel running at idle speed, with generator de-energized.

3.1.6 Controlled transfer of load between paralleled diesel generator sets and between each of the diesel generator sets and an auxiliary power source (shore power and main ship service distribution system). Load transfer shall maintain the distribution system power characteristics within the limits established by paragraph 1.1 throughout the transfer.

3.2 All three control switchboards/consoles shall provide instrumentation and controls for controlling the frequency and voltage of both of the diesel generator sets. Automatic and manual controls for synchronizing across the generator and bus-tie breakers shall also be provided at all three locations.

3.2.1 Instrumentation and controls shall be clearly labeled with nameplates on the face of the switchgear.
3.2.2 Provisions for remote indication of a summary alarm for the system shall be provided.

3.3 Each set of switchgear shall include a generator circuit breaker to connect the associated generator with the distribution bus of the switchgear, two bus tie breakers sized to provide the full power of the associated generator to the other sets of switchgear (one to the other SS/E SWBD and one to the existing main SS SWBD's), and three output breakers (1600A) to provide power to two (2) new C4I load centers and the associated existing Emergency Switchboard (E SWBD) as a third load center. The two new C4I load centers shall each be fed from one SS/E SWBD as a normal source and the other as an alternate source of power. Paralleling circuitry shall be provided to support paralleling across the generator breakers and the bus tie breakers. See Figure 2 for a functional Block Diagram of the desired Distribution System.

3.4 Two new C4I Load Centers shall each be provided along with the following:

2 - 400 amp, 450 Volt Circuit
4 - 250 amp, 450 Volt Circuits
4 - 225 amp, 450 Volt Circuits (250A Frame Size)
6 - 100 amp, 450 Volt Circuits
6 - 75 amp, 450 Volt Circuits (100A Frame Size)
4 - 100 amp, 120 Volt Circuits
4 - 75 amp, 120 Volt Circuits
4 - 50 amp, 120 Volt Circuits

3.4.1 Spare mountings for six (6) 250 Amp breakers shall be provided in the 450 Volt section of the distribution panels.
3.4.2 Built in 1600A Manual Bus Transfer (MBT) section shall be provided in each load center in addition to the distribution section, including two 1600 amp manual circuit breakers per load center.

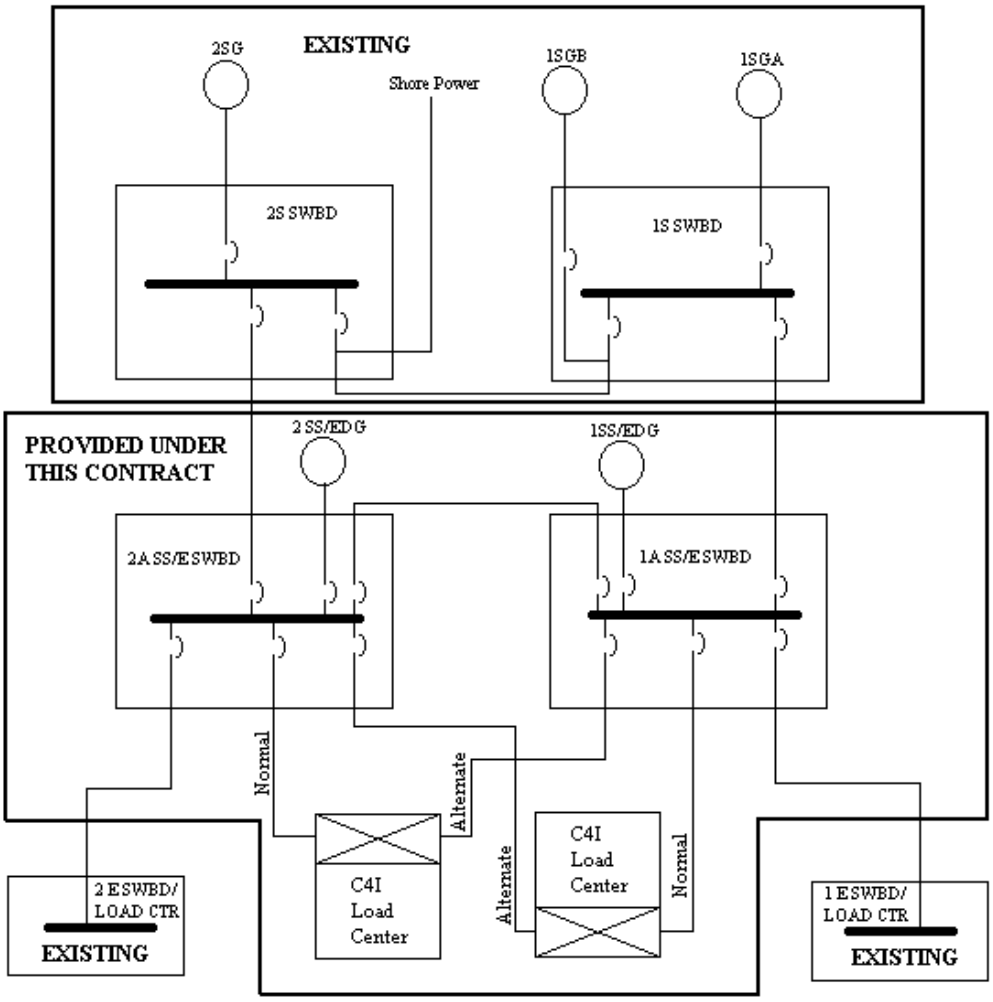

FIGURE 2 DISTRIBUTION SYSTEM BLOCK DIAGRAM

3.5 All circuit breakers shall be in accordance with either ANSI/IEEE C37.13 or UL 489 with Marine Supplement.

3.6 Provisions for stowage of special tools required for maintenance of the switchgear shall be provided within the switchgear.

3.7 The sets of control, distribution, and load center switchgear shall be sectionalized to provide for ease of installation and handling. Each section of the control and load center switchgear shall not exceed 82 inches high by 30 inches wide by 42 inches deep. Each section of the distribution (bus-tie) switchgear shall not exceed 92 inches high by 21 inches wide by 90 inches deep. Control and Distribution Switchboards shall be separated the sections within the control switchboards and within the distribution switchboards shall be capable of being directly coupled to adjacent sections in the same set of switchgear such that one main bus for each voltage level is used throughout the set of switchgear. Sections shall be dripproof protected

3.8 The overall dimensions of each set of control and Load Center switchgear shall be less than 82 inches high by 60 inches wide by 42 inches deep and the overall dimensions of the distribution switchgear shall be less than 92 inches high by 63 inches wide by 90 inches deep.

4.0 SHOCK QUALIFICATION REQUIREMENTS (CLINs 0001 and 0003)

4.1 The Power System shall be Grade A, shock-qualified as a principal unit by shock test or by extension in accordance with MIL-S-901D in either the Hull or Deck mounted configuration.

4.1.1 HULL MOUNTED: For design and analysis and test purposes, shock loading shall be representative of a hull mounted installation as defined in MIL-S-901D. Inputs shall be in accordance with NAVSEA 0908-LP-000-3010, Rev. 1.

4.1.2 DECK MOUNTED: For design and analysis and test purposes, shock loading shall be representative of a Deck mounted installation as defined in MIL-S-901D in either a Class I or Class II configuration. For Class I installation, inputs shall be based on deck frequencies supplied by the Navy. For Class II installations, inputs shall be based on a fixture which simulates deck mounted conditions with a fundamental frequency of 12 to 16 Hertz. If Class I equipment utilizes Class II subsidiary components or subassemblies, the equipment must meet both Class I and Class II requirements.

4.2 If the equipment manufacturer or shipbuilder intends to shock-qualify the equipment by extension, a shock extension request shall be included in the RFP response for Navy approval. The extension request shall address the requirements for shock-extension documented in paragraph 3.2 of MIL-S-901D. If the Navy does not approve the extension request, the equipment shall be shock-tested and qualified in accordance with MIL-S-901D.

5.0 CONTRACT DATA REQUIREMENTS LIST (CDRL) (CLINs 0002 and 0004)

5.1 **CLIN 0002** - The following are the CDRL requirements for CLIN 0002:

5.1.1 Monthly progress, status and management reports. (CDRL A001)
5.1.2 Production test procedures. (CDRL A002)
5.1.3 Production Test and inspection report. (CDRL A003)
5.1.4 Notification of testing for all production testing performed under CLIN 0001. (CDRL A004)
5.1.5 Award conference agenda and minutes of award meeting. (CDRL A005)
5.1.6 Failure summary and analysis reports for any failures experienced. CDRL A006)
5.1.7 Commercial drawings and lists of materials for all components supplied. (CDRL A007)
5.1.8 Installation drawings for equipment to be supplied. (CDRL A008)
5.1.9 Commercial technical manuals and supplemental technical information for all supplied equipment, published (hard copy) and electronic versions. (CDRL A009)
5.1.10 Proposed spare parts list for all recommended spares to carried aboard ship. (CDRL A010)
5.1.11. Proposed spare parts list for outfitting spares. (CDRL A011)
5.1.12 Report of Engineering technical services and accomplishments. (CDRL A012)
5.1.13 Logistics Management Information summaries. (CDRL A013)
5.1.14 Provisioning parts list for equipment provided. (CDRL A014)
5.1.15 Design change notices for engineering changes made to equipment provided. (CDRL A015)
5.1.16 Component identification data (CDRL A016)
5.1.17 Planned Maintenance System program, Functional failure analysis, Failure Modes and effects analysis, and indexing system (CDRL A017)
5.1.18 Certification for emissions requirement in paragraph 2.1.9 and ABS certifications of paragraph 2.0.2 and 2.1.1. (CDRL A018)
5.1.19 Documentation for Shock Certification (CDRL's A019, A020, A021, and A022)

5.2 **CLIN 0004** - The following are the CDRL requirements for CLIN 0004:

5.2.1 Monthly progress, status and management reports. (CDRL A001)
5.2.2 Production test procedures. (CDRL A002)
5.2.3 Production Test and inspection report. (CDRL A003)

5.2.4 Notification of testing for all production testing performed under CLIN 0003. (CDRL A004)
5.2.5 ***REQUIRMENT DELETED***
5.2.6 Failure summary and analysis reports for any failures experienced. (CDRL A006)
5.2.7 Commercial drawings and lists of materials for all components supplied. (CDRL A007)
5.2.8 Installation drawings for equipment to be supplied. (CDRL A008)
5.2.9 Commercial technical manuals and supplemental technical information for all supplied equipment, published (hard copy) and electronic versions. (CDRL A009)
5.2.10 Proposed spare parts list for all recommended spares to carried aboard ship. (CDRL A010)
5.2.11 Proposed spare parts list for outfitting spares. (CDRL A011)
5.2.12 Report of Engineering technical services and accomplishments. (CDRL A012)
5.2.13 Logistics Management Information summaries. (CDRL A013)
5.2.14 Provisioning parts list for equipment provided. (CDRL A014)
5.2.15 Design change notices for engineering changes made to equipment provided. (CDRL A015)
5.2.16 Component identification data (CDRL A016)
5.2.17 Planned Maintenance System program, Functional failure analysis, Failure Modes and effects analysis, and indexing system (CDRL A017)
5.2.18 Certification for emissions requirement in paragraph 2.1.9 and ABS certifications of paragraph 2.0.2 and 2.1.1. (CDRL A018)
5.1.19 Documentation for Shock Certification (CDRL's A019, A020, A021, and A022)

Specific requirements of all the data requirements are included with the DD forms 1423 attached to this solicitation.

6.0 INSTALLATION SUPPORT SERVICES REQUIREMENTS (CLINs 0005 and 0006)

6.1 **CLIN 0005**. This item is technical labor for installation support of the items supplied by CLIN 0001. Specific dates and location of shipyard are not available at this time, however, the location will be within CONUS. The Government estimates that the following level of effort will be required:

6.1.1 A total of 400 labor hours are to be supplied by a senior technical representative of the equipment supplier. It is estimated that up to five (5) separate trips of 80 hour labor hour durations will be required to complete this requirement. A typical workday shall include 10 labor hours. The representative will be responsible for the technical assistance needed to interface between the government installation supervisor and the shipyard contractor by the government to install the equipment provided in CLIN 0001. The representative shall have a working knowledge of all equipment supplied as well as resources to attain additional information as requested by the government. The representative will take on actions and assignments as directed by the government.

6.2 **CLIN 0006**. This item is technical labor for installation support of the items supplied by CLIN 0003. Support is anticipated to be required at the US Naval Ship Repair Facility, Yokosuka, Japan, however, specific dates are not available at this time. The Government estimates that the following level of effort will be required:

6.2.2 A total of 460 labor hours are to be supplied by a senior technical representative of the equipment supplier. Three (3) separate trips will be required to complete this requirement. A typical workday shall include 10 labor hours. The representative will be responsible for the technical assistance needed to interface between the government installation supervisor and the installing activity to install the equipment provided in CLIN 0003. The representative shall have a working knowledge of all equipment supplied as well as resources to attain additional information as requested by the government. The representative will take on actions and assignments as directed by the government.

SECTION D Packaging and Marking

MARKING OF SHIPMENTS (COMMERCIALLY PACKAGED ITEMS)

Marking shall be in accordance with ASTM Designation D 3951-90, "Standard Practice for Commercial Packaging."

MARKING OF CONTRACTOR REPORTS

The Contractor shall prominently display on the cover of the final report the following information:

(a) Name and business address of contractor.
(b) Contract/Delivery Order number.
(c) Contract/Delivery Order dollar amount.
(d) Whether or not the contract was competitively awarded.
(e) Technical Representative name, code and activity.

PREPARATION FOR DELIVERY (COMMERCIALLY PACKAGED ITEMS)

Preservation, packaging and packing shall be in accordance with ASTM Designation D 3951-90 "Standard Practice for Commercial Packaging."

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

INSPECTION AND ACCEPTANCE (SPECIAL CONDITIONS)

Final inspection, which may consist only of a physical inspection, shall be made by the receiving activity and acceptance shall be made by the procuring activity within 30 days after receipt.

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

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

CLIN	**QTY**	**UNIT**	**CONTRACTOR SHALL DELIVER WITHIN**
Base Requirements			
0001AA	2	EA	255 Days after contract award
0001AB	2	EA	255 Days after contract award
0002	1	LOT	In accordance with attached DD1423's
Optional Requirements			
0003AA	2	EA	180 Days after exercise of option
0003AB	2	EA	180 Days after exercise of option
0004	1	LOT	In accordance with attached DD1423's
0005	1	LOT	60 Days after exercise of option
0006	1	LOT	60 Days after exercise of option

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

OFFEROR'S PROPOSED DELIVERY SCHEDULE

CLIN	**QTY**	**UNIT**	**CONTRACTOR SHALL DELIVER WITHIN**
Base Requirements			
0001AA	2	EA	
0001AB	2	EA	
0002	1	LOT	In accordance with attached DD1423's
Optional Requirements			
0003AA	2	EA	
0003AB	2	EA	
0004	1	LOT	In accordance with attached DD1423's
0005	1	LOT	
0006	1	LOT	

SECTION F Deliveries or Performance (Cont'd)

(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.

PLACE OF DELIVERY: DESTINATION

(a) CLINs 0001AA and 0001AB shall be delivered all transportation charges paid by the contractor to:

Supervisor of Shipbuilding, Conversion & Repair, USN
Bldg. Y38
St. Juliens Creek Annex
Portsmouth, VA 23702-5001

Mark for: USS MT WHITNEY
SUPSHIP UIC: N62678

(b) CLINs 0003AA and 0003AB shall be delivered all transportation charges paid by the contractor to:

US Naval Base Yokosuka
Hon Cho 1 Chome Yokosuka City
Kanagawa, Japan 238
Attn: Naval Ship Repair Facility Bld A-61
Receiving Branch Mr. Nakajima Ph: 0468-21-1911 ext. 243-7184
POC: C. Safreed C213

(c) CLINs 0002 and 0004 shall be delivered in accordance with the instructions provided by the Attachment J.1, DD Form 1423.

(d) CLINs 0005 and 0006 shall be delivered all transportation charges paid by the contractor to:

As specified by Section C.6.0 of the Schedule

(e) Offers submitted on a basis other than F.O.B. Destination will be rejected as nonresponsive and proposals may be deemed unacceptable.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

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:

__XX__ 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.

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

PAST PERFORMANCE ASSESSMENT (SYSTEMS OR SHIP REPAIR AND OVERHAUL) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site http://www.cpars.navy.mil. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements and sub-elements:

(1) Quality of Product or Service: This element is comprised of an overall rating and six sub-elements. The overall rating at the element level is the government's integrated assessment as to what most accurately depicts the contractor's technical performance or progress towards meeting requirements. It is not a predetermined roll-up of the sub-element assessments.

(A) Product Performance: The contractor's achieved product performance relative to performance parameters required by the contract.

(B) Systems Engineering: The contractor's effort to transform operational needs and requirements into an integrated system design solution.

(C) Software Engineering: The contractor's success in meeting contract requirements for software development, modification, or maintenance. As a source of information to support this evaluation, the government may use results from the Software Capability Evaluations (SCEs) (using the Software Engineering Institute's (SEI's) Capability Maturity Model (CMM) as a means of measurement; Software Development Capability Evaluations (SDCEs); or similar software assessments.

(D) Logistics Support/Sustainment: The success of the contractor's performance in accomplishing logistics planning.

(E) Product Assurance: The contractor's success in meeting program quality objectives, e.g., producibility, reliability, maintainability, inspectability, testability, and system safety, and controls over the manufacturing process.

(F) Other Technical Performance: All other technical activity of the contractor critical to successful contract performance. This will include additional assessment aspects that are unique to the contract or that cannot be captured in another sub-element.

(2) Schedule: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) Cost Control (Not required for FFP or FFP/EPA): The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) Management: This element is comprised of an overall rating and three sub-elements. The government will assess activity critical to successfully executing the contract within one or more of these sub-elements. The overall rating at the element level is the government's integrated assessment as to what most accurately depicts the contractor's performance in managing the contracted effort. It is not a predetermined roll-up of the sub-element assessments.

(A) Management Responsiveness: The contractor's timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals (especially responses to change orders, ECPs, or other undefinitized contract

SECTION H Special Contract Requirements (Cont'd)

actions), the contractor's history of reasonableness and cooperative behavior, effective business relations, and customer satisfaction.

(B) Subcontract Management: The contractor's success with timely award and management of subcontracts, including whether the contractor met small/small disadvantaged and women-owned business participation goals.

(C) Program Management and Other Management: The extent to which the contractor discharges its responsibility for integration and coordination of all activity needed to execute the contract; identifies and applies resources required to meet schedule requirements; assigns responsibility and tasks/actions required by the contract; and communicates appropriate information to affected program elements in a timely manner. In addition, the contractor's risk management practices will be assessed, especially the ability to identify risks and formulate and implement risk mitigation plans. If applicable, any other areas unique to the contract or that cannot be captured elsewhere under the Management element will be identified and assessed.

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional*). Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good*). Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory*). Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal*). Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory*). Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

NOTICE OF INCORPORATION OF SECTION K

The following section of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	MAY 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 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
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
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans Of The Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.229-3	Federal, State, And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	MAY 1997
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996

52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	MAY 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	MAY 2001
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
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions 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
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7007	Buy American Act--Trade Agreements--Balance of Payments Program	SEP 2001
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7037	Duty Free Entry--Eligible End Products	AUG 2000
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	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	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.248-7000	Preparation Of Value Engineering Change Proposal	MAY 1994

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CLAUSES INCORPORATED BY FULL TEXT

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line items, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **thirty-four (34) months after the date of contract award**. Delivery of any such optional items shall be in accordance with Section F clause **52.211-8, TIME OF DELIVERY (JUN 1997)**

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;

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(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;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be 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.

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

SECTION I Contract Clauses (Cont'd)

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:

SECTION I Contract Clauses (Cont'd)

(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:

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

* The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
** Same sharing arrangement as the contract's profit or fee adjustment formula.
*** 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.

SECTION I Contract Clauses (Cont'd)

(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

SECTION I Contract Clauses (Cont'd)

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.)

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://farsite.hill.af.mil/
http://www.acq.osd.mil/dp/dars/

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

SECTION I Contract Clauses (Cont'd)

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (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 contained 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:	Ms. Renee Cairo-Iocco, or any Warranted NSWCCD Contracting Officer
Address:	Code 3322
	Carderock Division, Naval Surface Warfare Center
	9500 MacArthur Boulevard
	West Bethesda, MD 20817-5700
Phone:	(301) 227-5818 / 5812

STANDARD COMMERCIAL WARRANTY. (JAN 1992)

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

The <u>contractor</u> shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of _____ months. (<u>Offeror</u> is to insert number.)

SECTION J List of Documents, Exhibits and other Attachments

ATTACHMENT	TITLE	PAGES
J.1	DD Form 1423, Contract Data Requirements List, and associated DD Form 1664, Data Item Description	56

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
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998

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 provison _____ (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.

SECTION K Representations, Certifications And Other Statements Of Offerors (Cont'd)

(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.

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.

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 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 the 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;

(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; and

(D) 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

(E) 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)(D) of this provision.

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has ( ) has not ( ) within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

SECTION K Representations, Certifications And Other Statements Of Offerors (Cont'd)

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) 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.

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:

Place of performance (street address, city, state, county, zip code)	Name and address of owner and operator of the plant or facility if other than offeror or respondent
_____.....	_____
_____.....	_____

SECTION K Representations, Certifications And Other Statements Of Offerors (Cont'd)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **335312**.

(2) The small business size standard is **1000 employees**.

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

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

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

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

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

( ) Black American.

( ) Hispanic American.

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

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

SECTION K Representations, Certifications And Other Statements Of Offerors (Cont'd)

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

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

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

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

SECTION K Representations, Certifications And Other Statements Of Offerors (Cont'd)

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(PRO0Net); 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.

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.

SECTION K Representations, Certifications And Other Statements Of Offerors (Cont'd)

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.

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

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

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

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

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

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

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

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

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

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

SECTION K Representations, Certifications And Other Statements Of Offerors (Cont'd)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

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

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

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

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

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

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

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

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

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

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

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

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

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

SECTION K Representations, Certifications And Other Statements Of Offerors (Cont'd)

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than $50 million (of which at least one award exceeded $1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

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

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

( ) YES ( ) NO

SECTION K Representations, Certifications And Other Statements Of Offerors (Cont'd)

252.225-7006 BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAR 1998)

a) Definitions. Caribbean Basin country end product, designated country end product, domestic end product NAFTA country end product, nondesignated country end product, qualifying country end product, and U.S. made end product have the meanings given in the Buy American Act--Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are no offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

(c) Certifications.

(1) The Offeror certifies that—

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as "U.S. made end products" but do not meet the definition of "domestic end product":

_____
(insert line item number)

(ii) The Offeror certifies that the following supplies are qualifying country end products:

_____
(insert line item number)

_____
(insert country of origin)

(iii) The Offeror certifies that the following supplies qualify as designated country end products:

_____
(insert line item number)

_____
(insert country of origin)

SECTION K Representations, Certifications And Other Statements Of Offerors (Cont'd)

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

_____
(insert line item number)

_____
(insert country of origin)

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

_____
(insert line item number)

_____
(insert country of origin)

(vi) The following supplies are other nondesignated country end products.

Insert line item number	Insert country of origin

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.

SECTION K Representations, Certifications And Other Statements Of Offerors (Cont'd)

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	JUN 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
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 ____ DX rated order; **XX** 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.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **firm-fixed-price (FFP)** contract resulting from this solicitation.

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:

Name: Ms. Renee Cairo-Iocco, or any Warranted NSWCCD Contracting Officer
Address: Code 3322
Carderock Division, Naval Surface Warfare Center
9500 MacArthur Boulevard
West Bethesda, MD 20817-5700
Phone: (301) 227-5818 / 5812

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

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://farsite.hill.af.mil/
http://www.acq.osd.mil/dp/dars/

SECTION L Instructions, Conditions And Notices To Bidders (Cont'd.)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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.

PROPOSAL PREPARATION INSTRUCTIONS

(a) Proposals shall consist of the following:

Completed solicitation document, SF 1449	**Original plus three (3) copies**
Technical proposal	**Original plus three (3) copies**
Past performance information.	**Original plus three (3) copies**

(b) Techical Proposal Evaluation Criteria - A techncial proposal shall be submitted by all offerors. The technical proposal shall be submitted on 8.5 by 11 inch paper, and may utilize either single or double spacing at the offeror's discretion, and a font size greater or equal to 11. The technical proposal shall address the following criteria:

(1) Offerors shall provide sufficient documentation to verify compliance with the specifications established in the Section C of the Schedule. This documentation applies to both prime and subcontractor components which comprise the equipment to be provided. The documentation to be provided may be in the form of brochures and/or other commercial literature.

(2) Offerors shall provide drawings/sketches which identify all supplied equipment and their associated connections, their overall dimensions (Length, Width, Height), and identify how their proposed equipment will meet the size restrictions and requirements established by Section C.2.0.9, C.3.7, and C.3.8 of the Schedule.

(3) Offerors shall provide documentation establishing the timeframe (number of Operating Hours) between major overhauls, as well as the design life timeframe number of Operating Hours) for the generator which is being proposed in response to this solicitation.

(4) Offerors shall shall identify whether or not their proposal is based in their intention to shock-qualify the proposed equipment via shock extension or testing. If the proposal is based upon shock extension, the offeror shall provide a shock extension request with their proposal. The shock extension request will follow the guidelines established by Section C.4.2 of the Schedule.

(5) Offerors shall provide current status of the ABS certification for the generator which is being proposed in response to this solicitation, pursuant to Sections 2.02 and 2.1.1 of the Schedule

SECTION L Instructions, Conditions And Notices To Bidders (Cont'd.)

(6) Offerors shall provide written Certification that the generator being proposed for this solicitation has met a minimum of 10000 hours of satisfactory operation (i.e. no failures requiring corrective maintenance) in applications where the loading is at least 1640 eKW.

(7) Offerors shall provide current status of the engine emissions certification for the generator which is being proposed in response to this solicitation, pursuant to Section C.2.1.9 of the Schedule.

(c) Past Performance – Offerors shall provide information which provides confirmation that the offeror has furnished the required Generator and Switchgear (CLINs 0001 and 0003, or similar product) both successfully and in a timely manner. The offeror shall provide the following information for this past performance determination:

(1) Names of the companies/agencies to which the product (brandname or equal) has been sold for the last three (3) years.

(2) Name and telephone numbers for both the contracting officer and technical points of contact.

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE:

52.217-5	Evaluation Of Options	JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

AWARD CRITERIA - AWARD BASED ON RESPONSIBLE, LOW COST, TECHNICALLY ACCEPTABLE OFFEROR

(a) Award Criteria – The contract resulting from this solicitation will be awarded to the responsible offeror submitting a technically acceptable proposal with the lowest evaluated price. In order for an offeror to be determined to be technically acceptable, their proposal shall meet all (100%) of the **Technical Proposal Evaluation Criteria** as addressed by the Section L clause PROPOSAL PREPARATION INSTRUCTIONS. Any proposal not meeting all (100%) of the **Technical Proposal Evaluation Criteria** of Section L clause PROPOSAL PREPARATION INSTRUCTIONS, shall be determined to be unacceptable.

(b) Past Performance – The information provided for Past Performance will be utilized by the Government in the determination of the offeror's responsibility.

(c) Optional Requirements (CLINs 0003 through 0006) – The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(d) Price Evaluation – The Government will evaluate and determine the lowest total contract price by adding all amounts for each CLIN (base and optional CLINs), including all stepladder quantity amounts.

(e) Pre-Award Survey – The Government reserves the right to conduct a pre-award on-site compliance review(s) to determine the responsibility of any offeror and its subcontractor(s) who submit a proposal for this solicitation.