

<b>SOLICITATION, OFFER AND AWARD</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING N/A	PAGE OF PAGES 1   31
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2. CONTRACT NO.	3. SOLICITATION NO. N66001-03-R-0039	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) <input checked="" type="checkbox"/> 100% SMALL BUSINESS SET ASIDE	5. DATE ISSUED 14 AUGUST 2003	6. REQUISITION/PURCHASE NO. SAP 1000002484 Tracking #: 2056-3560
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7. ISSUED BY D211 CODE N66001 SPAWAR SYSTEMS CENTER, SAN DIEGO 53560 HULL ST., BLDG A33, RM 1601W SAN DIEGO CA 92152-5002 CODE 2211 SU JONES, (619) 553-7835 <a href="mailto:su.jones@navy.mil">su.jones@navy.mil</a>	8. ADDRESS OFFER TO (If other than Item 7) See Provision L-349
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Proposals shall be submitted in accordance with Section L provision No. L-349 "Submission of Electronic Proposals" not later than 15 SEPTEMBER 2003, 3:00 PM Pacific Time. All offers are subject to all terms and conditions contained in the solicitation.

10. FOR INFORMATION CALL:	A. NAME See Block 7	B. TELEPHONE (Include area code) (NO COLLECT CALLS) See Block 7	C. E-MAIL ADDRESS See Block 7
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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 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of 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 %
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14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and Related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include area code)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
		24. ADMINISTERED BY (If other than Item 7) CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		25. PAYMENT WILL BE MADE BY CODE	
		27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	
		28. AWARD DATE	

**PART I  
SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0001	<b>Target MK 44 MOD 0</b> Cage Code 53711, Drawing Numbers 7449512, 7449539, 7449540, 7449541, 7449543	30	EA	\$	\$
0002	Pattern, Molds, MK 44 MOD 0	1	EA	\$	\$
0003	Molds, New, MK 44	1	EA	\$	\$
0004	<b>Target MK 50 MOD 0</b> Cage Code 55910, Drawing Numbers 0207710, 0207711, 0207712, 0207713, 0202485	25	EA	\$	\$
0005	SHIPPING CONTAINERS consisting of the following:				
0005AA	Shipping Containers (MK 44)	30	EA	\$	\$
0005AB	Shipping Containers (MK 50)	25	EA	\$	\$
0006	SHIPPING COSTS for MINES consisting of the following:				
0006AA	Shipping Costs, Mines (MK 44)	30	EA	\$	\$
0006AB	Shipping Costs, Mines (MK 50)	25	EA	\$	\$
0007	SHIPPING COSTS for SPARES consisting of the following:				
0007AA	Shipping Costs, Spares (MK 44)	1	LO	\$	\$
0007AB	Shipping Costs, Spares (MK 50)	1	LO	\$	\$
	Estimated Cost for CLINs 0001-0007			\$	\$
0008	<b>Spare Parts, MK 44 MOD 0</b>				
0008AA	Plate Cover, Top Cage Code: 53711, Part No. 7449540	2	EA	\$	\$
0008AB	O-Ring, 10.5" I.D. X .25" Diameter Cage Code: 2697, Part No. 2-450 N0674-70	10	EA	\$	\$
0008AC	Screws, Hex Head, 1/4-20 UNC-2A X 1 1/8" Cage Code: 39428, Part No. 92245A543	20	EA	\$	\$
0008AD	Eyebolt, shoulder 1/2-13 UNC-X 1 1/2" TYPE 316SS Cage Code: 39428, Part No. 8891T79	6	EA	\$	\$
0008AE	Fiberglass, Multidirectional Mat Cage Code: 058Z9, Part No. 8891T79	24" x 1-yard	EA	\$	\$
0008AF	Polyester Resin Cage Code: 058Z9, Part No. 301Q	1	EA	\$	\$
	Estimated Costs for CLIN 0008			\$	\$
0009	<b>Spare Parts, MK 50 MOD 0</b>				
0009AA	Simulator, Sensor	5	EA	\$	\$

	Cage Code: 55910, Part No. 0207712				
0009AB	Simulator, Detonator Cage Code: 55910, Part No. 0207712	5	EA	\$	\$
0009AC	Fiberglass, Multidirectional Mat Cage Code: 058Z9, Part No. 1550	24" x 1-yard	EA	\$	\$
0009AD	Polyester Resin Cage Code: 058Z9, Part No. 301Q	2	EA	\$	\$
	Estimated Costs for CLIN 0009			\$	\$
<b>SUB-TOTAL FOR CLINS 0001-0009</b>				\$	\$
	<b>OPTIONAL Contract Line Items: The base period of performance contains optional contract line numbers, which may be exercised any time during the one-year base period.</b>				
0010	Patterns, Molds, MK 50 MOD 0	1	EA	\$	\$
0011	Molds, New, MK 50	1	EA	\$	\$
	Estimated Costs for CLINs 0010-0011			\$	\$
<b>TOTAL FOR ALL CLINS</b>				\$	\$

**PART I  
SECTION C  
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C-302 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998)**

The work under this contract shall be performed in accordance with the description/specifications/statement of work which is included as Attachment 1, Statement of Work titled "VSW E&T Target Procurement, Target MK 44 MOD 0 and MK 50 MOD 0, dated 5 Jun 2003 and attached drawings.

**C-314 DISPOSITION OF GOVERNMENT FURNISHED PROPERTY (DEC 1999)**

When disposition instructions for Government Furnished Property are contained in the accountable contract or on the supporting shipping documents (DD Form 1149) the Contractor shall initiate and submit an excess inventory listing to the Procuring Contracting Officer (PCO), via the activity Property Administrator.

When disposition instructions are not stipulated in the contract or supporting shipping document (DD Form 1149) and excess inventory listing identifying Government Furnished Property and, under cost reimbursement contracts, Contractor Acquired Property, will also be submitted to the PCO, via the activity Property Administrator, at which time disposition instructions will be provided.

At the time of the Contractor's regular annual inventory, the Contractor will provide the PCO, via the activity Property Administrator, a copy of the physical inventory listing.

**C-327 DISSEMINATION NOTICES FOR TECHNICAL DOCUMENTS PREPARED UNDER SPAWARSYSCEN SAN DIEGO CONTRACTS (FEB 1999)**

(a) Unless otherwise specified, all classified and unclassified technical documents generated under this contract must carry the following statements:

(1) Do not distribute to DTIC or other data depositories.

(2) Distribution authorized to DOD components only; premature dissemination [*Contractor to insert a date which will be determined by the Program Manager and affixed by the Contractor*]. Other requests shall be referred to the Space and Naval Warfare Systems Center, Code 2027, San Diego, CA 92152-5001.

(b) The Contractor shall place the above statements on the original and all copies before being delivered to the shipping address in Section F as follows:

(1) Standard Written or Printed material with Covers and/or Title Pages: Statement(s) to be printed, typed, or stamped on front cover and title page.

(2) Technical Documents Without Covers or Title Pages: Statement(s) to be typed, printed, or stamped on first page of the document.

(3) Drawing: Applicable statement(s) to be typed, printed, or stamped near the title block.

(4) Magnetic Tape, Cassette, or Disk: Statement(s) to be typed, printed, or stamped on a label applied to outside of material. The first page of the resulting hard-copy report or computer printout report is also marked with applicable statement(s).

(5) Microfilm: Statement(s) typed, printed, or stamped on outside of jacket or canister housing the material. The first page of resulting hard-copy report or first frame is also marked with applicable statement(s). The headers for microfiche must carry an abbreviated version of the statement(s).

(6) Deck of Punched or Aperture Cards: Statement(s) to be typed, stamped, or printed on face of first and last card and on top of deck.

**C-328 PROCEDURES FOR CONTROLLING TECHNICAL DOCUMENTS UNDER SPAWARSYSCEN SAN DIEGO CONTRACTS (APR 2000)**

The Contractor shall comply with DOD Directive 5230.25 and the information provided herein when the Government provides the Contractor with technical data.

(a) Location of distribution statement, export warning notice, and destruction notice (classified and unclassified technical documents).

(1) Standard written or printed material with covers and/or title pages: Statement(s) to be printed, typed, or stamped on the front cover and title page.

(2) Technical documents without covers or title pages: Statement(s) to be typed, printed, or stamped on the first page of the document.

(3) Deck of punched or aperture cards: Statement(s) to be typed, printed, or stamped on face of first and last card and on top of deck.

(4) Magnetic tape, cassette, or disk: Statement(s) to be typed, stamped, or printed on a label applied to outside of material. The first page of the resulting hard-copy report or computer printout is also marked with applicable statement(s).

(5) Microfilm: Statement(s) to be typed, stamped, or printed on outside of jacket or canister housing the material. The first page of the resulting hard-copy report or first frame is also marked with applicable statement(s). The headers for microfiche must carry an abbreviated version of the statement(s).

(6) Drawings: Applicable statement(s) to be typed, stamped, or printed near the title block.

(b) Safeguarding of Unclassified, Limited-Access Documents (for classified documents see NOSCINST 5500.1A).

(1) Normal working hours: Limited-access documents and those that have not yet been reviewed cannot be left unattended in work areas accessible to non-DoD employees.

(2) After normal working hours: Limited-access documents and those that have not yet been reviewed should be placed in locked files, desks, or similar containers. If this is not possible, locked offices or buildings are adequate.

(3) Additional guidance for safeguarding limited-access media processed by an IT system, activity, or network can be found in OPNAVINST 5239.1A.

(c) Destruction of Unclassified, Limited-Access Documents. Destroy by any method that will prevent disclosure of contents or reconstruction of the material. Examples of such destruction methods follow:

(1) Printed document, deck of punched or aperture cards, computer printout, and drawings: Destroy by tearing each copy into pieces to preclude reconstruction and placing the pieces in regular trash containers or send to the Mail Room Branch for destruction.

(2) Magnetic tape, cassette, or disk: Destroy by erasing the magnetic storage media.

(3) Microfilm: Destroy by cutting into small pieces or send to the mailroom for destruction.

(d) Safeguarding of Classified Documents: See NOSCINST 5500.1A.

(e) Destruction of Classified Documents: See NOSCINST 5500.1A.

**SECTION D  
PACKAGING AND MARKING**

**D-305 PREPARATION FOR DELIVERY (MAR 1999)**

(a) Supplies shall be prepared for delivery in accordance with ASTM-D-3951, "Standard Practice for Commercial Packaging", dated 1 September 1995.

(b) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129 "Military Standard Marking for Shipment and Storage."

**D-307 PROHIBITED PACKING MATERIALS (DEC 1999)**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene and plastic as packing materials are prohibited for items destined for afloat units.

**D-308 MARKING OF SHIPMENT (DEC 1999)**

Each shipment of material and/or data shall be in accordance with the SOW and clearly marked to show the following information:

FOR MK 44 (CLINS: 0001-0003, 0005AA, 0006AA, 0007AA, and 0008).

SHIP TO:  
Commanding Officer  
Mobile Mine Assembly Unit Fifteen  
150 Mitscher Ave  
Suite 101, NAS  
Kingsville TX 78363-5052  
ATTN: SK2 TROCHLELL

MARK FOR:  
Contract #N66001-03-C-0039  
ATTN: SK2 TROCHLELL  
PHONE: 361-516-6647  
Item # \_\_\_\_\_

FOR MK 50 (CLINS: 0004, 0005AB, 0006AB, 0007AB, 0009, 0010, and 0011).

SHIP TO:  
Commanding Officer  
Mobile Mine Assembly Unit One  
800 Seal Beach Blvd, Bldg. #78  
Seal Beach, CA 90740

MARK FOR:  
Contract #: N66001-03-C-0039  
ATTN: SUPPLY OFFICER  
PHONE: 562-626-7013  
Item #: \_\_\_\_\_

The receiving office is open for deliveries Mon through Thu 7:30 a.m. to 4:30 p.m.

\* Partial Delivery not authorized.

**PART I  
SECTION E  
INSPECTION AND ACCEPTANCE**

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

<u>REFERENCE</u>	<u>TITLE</u>	<u>DATE</u>
52.246-2	Inspection of Supplies—Fixed Price	AUG 1996
52.246-16	Responsibility for Supplies	APR 1984

**DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES**

<u>REFERENCE</u>	<u>TITLE</u>	<u>DATE</u>
252.246-7000	Material Inspection and Receiving Report	MAR 2003

**E-302 INSPECTION AND ACCEPTANCE--ORIGIN (JAN 2002)**

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be made by representative(s) of the Government (normally the Defense Contract Management Area Operations (DCMAO)) at the contractor's or subcontractor's plant. The cognizant inspector shall be notified when material is ready for inspection. When the contract provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

(b) When off-the-shelf items (items already produced) are presented by the contractor, the Government inspector is authorized to limit inspection to those procurement quality assurance (PQA) actions that can be performed.

(c) GOVERNMENT REPRESENTATIVE: SPAWARSYSCEN San Diego Code 2353 Representative.

(d) PLACE OF INSPECTION/ACCEPTANCE: Contractor Facility

**PART I  
SECTION F  
DELIVERIES OR PERFORMANCE**

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

<u>REFERENCE</u>	<u>TITLE</u>	<u>DATE</u>
52.211-17	Delivery of Excess Quantities	(Sep 1989)
52.242-15	Stop-Work Order	(Aug 1989)
52.242-17	Government Delay Of Work	(Apr 1984)
52.247-34	F.O.B. Destination	(Nov 1991)
52.247-48	F.O.B. Destination -- Evidence Of Shipment (Deviation)	(Feb 1999)
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	(Jun 2003)

**F-302 TIME AND PLACE OF DELIVERY--F.O.B. DESTINATION (DEC 1999)**

Destination and delivery schedule are set forth below:

ITEM	DESTINATION	QUANTITY	DELIVERY SCHEDULE
0001- 0011	SEE D-308	SEE RESPECTIVE CLINS	12 MONTHS FROM DATE OF AWARD

**PART I  
SECTION G  
CONTRACT ADMINISTRATION DATA**

APPROPRIATION DATA:

Obligation

ACRN                      Appropriation/Lmt Subhead/Supplemental Accounting Data Amount

TO BE FILLED IN AT TIME OF AWARD

**G-314 TYPE OF CONTRACT (DEC 1999)**

The type of contract for this action is Firm Fixed Price.

**G-318 PATENT MATTERS POINT OF CONTACT (JUL 2003)**

The Point of Contact regarding Patent Matters for this contract is:

Office of Patent Counsel  
Attn: Patent Counsel  
SPAWARSYSCEN Code 20012  
53510 Silver Gate Avenue  
San Diego, CA 92152-5765

(619) 553-3001

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

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

(b) The contractor shall submit original invoices with 4 copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14, SF1449-Block 18a), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- \* a separate invoice for each activity designated to receive the supplies or services.
- \* a consolidated invoice covering all shipments delivered under an individual order.
- \* either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

**PART I  
SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

**5252.215-9210 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE (NOV 1991)**

All representations and certifications and other written statements made by the contractor in response to Section K of the solicitation or at the request of the contracting officer which are incident to the award of the contract or modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

**5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)**

(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:

Any Warranted Contracting Officer  
Code 2211  
Space and Naval Warfare Systems Center  
San Diego, CA 92151-5001

**5252.245-9201 GOVERNMENT FURNISHED PROPERTY (MAR 2002)**

The Government will provide only that property set forth below, notwithstanding any provisions of the specification(s) to the contrary:

DESCRIPTION	QUANTITY	DATE
a) Mold, MK 44 Truncated Cone	1 each	30 Work days after award date.
b) Mold, MK 44 Bottom Plate	1 each	30 Work days after award date
c) Target, MK 44 MOD 0 (if requested by manufacturer)	1 each	30 Work days after award date
d) Target, MK 50 MOD 0 (if requested by Manufacturer)	1 each	30 Work days after award date

NOTES:

\* See section 4.3 of SOW for specifications.

**H-320 ALTERNATIVES AND UPDATES TO SPECIFICATIONS AND STANDARDS (DEC 1999)**

(a) The Department of Defense is--

(1) committed to minimizing the use of military and federal specifications and standards; and

(2) seeking to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements.

(b) The Contractor--

(1) is encouraged to identify and propose alternatives to specifications and standards cited in this contract;

(2) may submit to the Contracting Officer a proposal addressing alternatives to contractually mandated military, federal, or commercial specifications and standards, consisting of the following:

(i) a copy of the proposed alternatives;

(ii) a comparison of the proposed alternatives to the specifications

or standards cited in the contract; and

(iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.

(c) If the Contractor has a contract, or multiple DOD contracts, that incorporate outdated or different versions of military, federal, or commercial specifications or standards, the Contractor may request that all of its contracts be updated to the latest version of the applicable specifications or standards. Updating must not affect the form, fit, or function of any deliverable item, and must demonstrate a benefit to the government. The Contractor may submit updating requests to the Contracting Officer through the cognizant contract administration office. The government will, to the extent practicable, evaluate the acceptability of any proposed alternative. If a proposed alternative is not considered for the instant procurement, it will be considered for future procurement. If the Contracting Officer does not accept the proposed alternative, the Contractor agrees to perform the contract in accordance with the specifications and standards cited in the contract.

#### **H-325 APPLICATION OF PATENT INDEMNITY (DEC 1999)**

The FAR 52.227-3 "Patent Indemnity" clause which incorporated by reference in this contract, applies only to supplies or services that normally are or have been sold or offered for sale by any supplier to the public in the commercial open market or that are the same as such supplies or services with relatively minor modifications.

#### **H-330 SUBMISSION OF ADDITIONAL COPY OF DD FORM 1662 "DOD PROPERTY IN THE CUSTODY OF CONTRACTORS" (JAN 2000)**

In addition to the requirement in the DFARS 252.245-7001 "Reports of Government Property" clause to provide in duplicate the DD Form 1662 to the contract property administrator, the contractor shall provide an additional copy, by 31 October of the current year, of the DD Form 1662 to the activity's Property Administrator at the Space and Naval Warfare Systems Center-San Diego, Code D231, Property Administrator, 53560 Hull Street, San Diego, CA 92152-5001.

#### **H-341 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (DEC 1999)**

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

**PART II  
SECTION I  
CONTRACT CLAUSES**

**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://farsite.hill.af.mil/>

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

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

<u>REFERENCE</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2003
52.204-4	Printing/Copying 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
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.219-6	Notice of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations on Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor--Cooperation with Authorities and Remedies	SEP 2002
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-1	Authorization and Consent Alternate I	APR 1984
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984

52.227-11	Patent Rights--Retention by the Contractor (Short Form)	JUN 1997
52.229-3	Federal, State, and Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-1	Disputes (Jul 2002)--Alternate I	DEC 1991
52.233-3	Protest after Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed-Price	AUG 1987
52.244-5	Competition in Subcontracting	DEC 1996
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.246-23	Limitation of Liability	FEB 1997
52.248-1	Value Engineering	Feb 2000
52.249-2	Termination for Convenience of the Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

#### DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES

<u>REFERENCE</u>	<u>TITLE</u>	<u>DATE</u>
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.204-7000	Disclosure of Information	DEC 1991
252.204-7002	Payment for Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
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
252.211-7005	Substitutions for Military or Federal Specifications and Standards	FEB 2003
252.223-7004	Drug-Free Work Force	SEP 1988
252.225-7001	Buy American Act and Balance of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources as Subcontractors	APR 2003
252.225-7012	Preference for Certain Domestic Commodities	APR 2003
252.225-7025	Restriction on Acquisition of Forgings	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting of Subject Inventions	APR 1990

252.231-7000	Supplemental Cost Principles	DEC 1991
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
252.245-7001	Reports of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.251-7000	Ordering From Government Supply Sources Para (f), Contractor's address is 'To be Determined' Para (f), Government remittance address is 'To Be Determined'	OCT 2002

**52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)--ALTERNATE IV (OCT 1997)**

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below: TBD.

**52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2003)**

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

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

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

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

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

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

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

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

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

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

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

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

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

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

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

**252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)**

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor-

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties-

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for-

(i) Noncommercial items; or

(ii) Commercial items that-

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

**PART III  
SECTION J  
LIST OF ATTACHMENTS**

ATTACHMENT	TITLE
1.	Statement of Work dated 5 June 2003, 4 pages.
2.	MK 44 Drawing # 7449512, 2 pages
3.	MK 44 Drawing # 7449539, 5 pages
4.	MK 44 Drawing # 7449540, 2 pages
5.	MK 44 Drawing # 7449541, 2 pages
6.	MK 44 Drawing # 7449543, 2 pages
7.	MK 50 Drawing # 0207710, 5 pages
8.	MK 50 Drawing # 0207711, 3 pages
9.	MK 50 Drawing # 0207712, 3 pages
10.	MK 50 Drawing # 0207713, 3 pages
11.	MK 50 Drawing # 0202485, 1 page
12.	Reference Information Sheet, 1 page.
13.	Past Performance Questionnaire, 4 pages.
14.	Spare Parts List, 1 page
EXHIBIT	TITLE
A	Contract Data Requirements List, DD Form 1423, dated 31 July 2002, 2 pages.



responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization):

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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

(a) *Definitions.*

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

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

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

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

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

- TIN: \_\_\_\_\_.
- TIN has been applied for.
- TIN is not required because:
  - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - Offeror is an agency or instrumentality of a foreign government;
  - Offeror is an agency or instrumentality of a Federal Government;
  - Other. State basis. \_\_\_\_\_

(e) *Type of organization.*

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt):
- Corporate entity (tax-exempt):
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

(f) *Common Parent.*

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

Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

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

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

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

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

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

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

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

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

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

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

**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 quoter as indicated in this proposal or quotation.

(b) If the offeror or respondent checks "intends" in paragraph (a) above, it shall insert in the spaces provided below 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

\_\_\_\_\_

\_\_\_\_\_

**52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) --ALTERNATE I (APR 2002)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 326199.

(2) The small business size standard is 500.

(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 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 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--

(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).

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

\_\_\_ Individual/concern, other than one of the preceding.

(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,” as used in this provision, 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.

“Woman-owned small business concern,” as used in this provision, means a small business concern--

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

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

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

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

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

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

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

#### **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 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.

#### **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) it  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 (AUG 2003)**

(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 section 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);

(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 or its outlying areas.

**252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE OR DISCLOSURE RESTRICTIONS (JUN 1995) DFARS**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If the successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If the successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis of Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
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(LIST)\*\*\*\*\*

(LIST)

(LIST)

(LIST)

\* For technical data (other than computer software documentation) pertaining to items, components or processes developed at private expense, identify both the deliverable technical data and each item, component or process. For computer software or computer software documentation identify the software or documentation.

\*\* Generally development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\* Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\*\*\*\* Corporation, individual, or other person, as appropriate.

\*\*\*\*\* Enter "None" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request, by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

**252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) DFARS**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

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

(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--

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

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

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

**K-303 REPRESENTATION REGARDING EMPLOYMENT OF NAVY PERSONNEL (DEC 1999)**

The Contractor represents that he  does,  does not now employ or intend to employ any person for work under this contract who is a current civilian employee or active duty member of the United States Navy. Affirmative representations must be fully explained in writing and attached hereto. (Include the names of such persons and the Naval activity that employs them.)

**K-307 CONTRACT ADMINISTRATION OFFICE (DEC 1999)**

Offeror shall provide cognizant defense contract administration office \_\_\_\_\_ with point of contact's name \_\_\_\_\_ and phone number \_\_\_\_\_.

**SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**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://farsite.hill.af.mil/>  
<http://www.arnet.gov/far/>

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS**

<u>REFERENCE</u>	<u>TITLE</u>	<u>DATE</u>
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001

**52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12L (DEC 1999)**

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil/>; or
- (b) By submitting a written request to the--

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094  
Telephone (215) 697-2667/2179  
Facsimile (215) 697-1462

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

The Government contemplates award of a Firm Fixed Price Completion type contract.

**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:

Commanding Officer  
Space and Naval Warfare Systems Center  
Attn: Su Jones, Code 2211  
53560 Hull Street  
San Diego, CA 92152-5001

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

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

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

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

**L-303 ALTERNATIVES TO MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS (JUL 1999)**

(a) The Department of Defense is--

- (1) committed to minimizing the use of military and federal specifications and standards; and
- (2) seeking to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements.

(b) The offeror--

- (1) is encouraged to identify and propose alternatives to specifications and standards cited in this solicitation;
- (2) may submit a proposal to the Contracting Officer that, as a minimum, consists of--
  - (i) a copy of the proposed alternatives;
  - (ii) a comparison of the proposed alternatives to the specification or standards cited in the solicitation; and
  - (iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.

(c) The government will, to the extent practicable, evaluate the acceptability of any proposed alternative. If an alternative proposal is not considered for the instant procurement, it will be considered for future procurements. If the Contracting Officer does not accept the offeror's proposed alternative, the offeror agrees to perform in accordance with the specified requirements.

**L-316 SUBMISSION OF PROPOSALS (SIMPLIFIED) (JUL 1999)**

(a) Proposals shall be prepared and submitted in accordance with L-349 as follows:

VOLUME I, Technical: Past Performance Information  
Page Limitation: NONE.

VOLUME II, Cost/Price:  
Page Limitation: NONE.

Section A – Summary, Price as Proposed for the CLINS/SUBCLINS specified in Section B of this RFP.

VOLUME III, Contractual: Original only. Page Limitation: NONE.

- Section A - Proposal Cover Letter
- Section B - Contract Forms, Standard Form 33, “Solicitation, Offer and Award,” with blocks 12 through 18, the table on pages 2 and 3, and all SF30’s completed by you.
- Section C - Representation and Certifications, RFP Section K filled out by you
- Section D - Exceptions to RFP, Unconditional assent to RFP Terms and Conditions

Section E - Miscellaneous, i.e.,

- Warranty Period Information
- Point of contact name;
- Address;
- Telephone and fax number; and
- E-mail address.

The completion and submission to us of the above items will constitute your offer. Your offer must communicate your unconditional assent to the terms and conditions in this RFP, including any attachments and documents incorporated by reference. Our acceptance of your offer will create a binding contract between us. Your failure or refusal to assent to any of the terms and conditions of this RFP or your imposition of additional conditions or any material omission in your offer may constitute a deficiency which will make your offer unacceptable to us.

The only way to correct a deficiency would be through discussions (see FAR 15.306(d)). However, we intend to award a contract without discussions as permitted by FAR 15.306(a) and 52.215-1. Therefore, please do not submit an offer that takes exception to any term or condition of this RFP or imposes any additional condition or omits any required information, without first consulting with the contracting officer. We reserve the right to conduct discussions and to permit offerors to revise their proposals if we think it is in our interests to do so.

(b) Format, Organization and Content

(1) Format

(A) Each volume must be separately bound and contain sufficient information to permit a detailed evaluation. Data previously submitted, if any, will not be used in the evaluation of your response to this Request for Proposal. Previously submitted data shall not therefore be included in your proposal "by reference".

(B) The offeror's proposal shall be prepared on standard 8 1/2" by 11" paper, double-spaced, with 1" minimum margins. Foldouts may be used, but shall be no larger than 17" by 11", shall be printed on one side only, and shall count as two pages.

(C) The type used shall be no smaller than 10-pitch "pica".

(2) Organization

(A) The proposal shall be organized into the volumes, sections and page limitations shown above.

(B) Pages shall be numbered consecutively within each Section, showing volume, section, and page. As an example, page 19 of Section B of Volume I would be numbered I-B-19. Pages in the Cost Volume shall be numbered consecutively. There are no sections in the Cost Volume. As an example, page 62 of the Cost Volume would be numbered "II-62."

(C) Tables, figures and charts also will be numbered consecutively in each section and volume using the scheme shown above, with the exception that "Table," "Figure," or "Chart" will precede the number where appropriate.

(3) Content

(A) VOLUME I, TECHNICAL

Past Performance Information in accordance with L-325

(i) The references submitted under PROVISION L-325 should be able to provide information about the quality of your past performance. Your past performance should demonstrate the following:

(a) Quality of Product or Service - Conformance to contract requirements, specifications and standards of good workmanship, accuracy of reports, appropriateness of personnel, and technical excellence.

(b) Cost Control - Within budget, current accurate and complete billings, actual cost/rates reflect closely to negotiated cost/rates, cost efficiency measures, and adequate budgetary internal controls.

(c) Schedule - Timeliness of performance, met interim milestones, reliable, responsive to technical and contractual direction, completed on time, including wrap-up and contract administration, no liquidated damages assessed.

(d) Business Relationships - Effective management, businesslike correspondence, responsive to contract requirements, prompt notification of problems, reasonable/cooperative behavior, flexible, proactive, effective Contractor recommended solutions, customer satisfaction.

(e) Customer Satisfaction - Satisfaction of end users with the Contractor's service.

This volume shall include the contractors understanding of the technical requirements and how the offeror complies with those requirements. Offers which do not present sufficient information to permit complete technical evaluation by the Government may be rejected.

#### (B) VOLUME II, COST/PRICE

Page limitation: None

- (i) Summary, prices as proposed for the CLINs/SubCLINs are specified in Section B of this RFP. Insert Unit price and Extended Price for all CLINs/SubCLINs. The Government will evaluate the proposed price of each offer for reasonableness in accordance with FAR Subpart 15.402.
- (ii) In addition to instructions in L-349, submit an electronic copy of Section B of the cost proposal on a 3.5 inch, double-sided, high density, functional (i.e. with formulas – no read only) computer diskette in Microsoft Excel 5.0 (or later) compatible format. A hard copy directory of the Excel files shall be provided with a correlation to appropriate hard copy cost tables). Send to: SPAWARSYSCEN, 53560 Hull Street, San Diego, CA 92152-5001, Code 2211, Attn: Su Jones.

#### (C) VOLUME III, CONTRACTUAL

This volume provides for all other miscellaneous contractual items delineated above in this provision.

#### **L-325 PAST PERFORMANCE INFORMATION (JUL 2002) (VARIATION)**

(a) Offerors shall provide information on 5 previous U.S. Government contracts whose effort was relevant to the effort required by this solicitation; the contracts provided should have been performed within the last 5 years. If the Offeror has not had 5 Government contracts within the last 5 years, information on relevant subcontracts and/or commercial contracts may be submitted instead. This information shall be provided by the submission of Attachment 7 "Reference Information Sheet" for each contract. Part 15 of the Reference Information Sheet requires offerors to provide a summary description of contract work, not to exceed two pages in length, for each cited reference. In completing these summary descriptions, offerors must explain the relevance of each cited reference with respect to this RFP's Statement of Work.

(b) In addition to the information requested above, offerors shall contact their past performance references and request that each reference complete Attachment 8 "Past Performance Questionnaire" and fax or e-mail the completed survey form directly to Ms. Su Jones, SPAWARSYSCEN San Diego, Code 2211, 53560 Hull Street, San Diego, CA 92152-5001, fax 619-553-6312, e-mail address: [su.jones@navy.mil](mailto:su.jones@navy.mil) BEFORE THE DUE DATE OF THIS SOLICITATION. The Government will not consider questionnaires received after the due date of the solicitation. The Government reserves the right to contact references for verification or additional information.

(c) The Government reserves the right to use past performance information obtained from sources other than those identified by the offeror. This past performance information will be used for the evaluation of past performance.

(d) The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror. The burden of providing thorough and complete post performance information remains with the Offeror.

(e) The offeror shall furnish the information required in paragraph (b) of this provision or submit a statement that past performance information for an individual contract resides in the Past Performance Information Retrieval System (PPIRS).

#### **L-335 ESTIMATED EFFECTIVE AWARD DATE**

For Bidding/Proposal purposes the estimated effective date of contract award is 30 September 2003.

#### **L-346 PRE-AWARD SURVEY (MAY 1999)**

The Government may conduct a pre-award survey of the facilities of any offeror to determine whether or not such offeror is adequately qualified to perform the requirement of any resultant contract.

#### **L-349 SUBMISSION OF ELECTRONIC PROPOSALS (MAR 2001)**

(a) Offerors shall submit their proposals electronically to SPAWAR under the instructions contained in this provision. Offerors shall submit their signed proposals as either scanned ("TIFF") or "PDF" documents. Electronic copies shall be submitted via the SPAWAR E-Commerce Central (SPAWAR E-CC). Offerors submitting electronic proposals (e-Proposals) shall register in the SPAWAR E-CC and select their own password in order to submit a proposal. Offerors are required to read the "Submitting a Proposal?" web page found in the SPAWAR E-CC. For information about "e-Proposal" submission, please visit the SPAWAR E-CC. The URL for the SPAWAR E-Commerce Central is <https://e-commerce.spawar.navy.mil>.

(b) Each electronic file shall also be clearly marked to show the proposal volume number, solicitation number and offeror's name. E-Proposal files shall not contain classified data. The offeror's e-proposal shall be in accordance with the requirements set forth below:

(1) Adobe Acrobat version 4.01 or greater shall be used to create the "PDF" files.

(2) The proposal submission files may be compressed (zipped) into one, self-extracting file entitled "PROPOSAL.EXE" using WinZip version 6.3 or greater.

(3) Cost or Pricing Type Data: All information relating to cost and pricing type data shall be included only in the section of the proposal designated by the Contracting Officer as the Cost Proposal. Under no circumstances shall cost and pricing type data be included elsewhere in the proposal. Paragraph cross-referencing between Cost Proposal paragraphs and technical/management proposal paragraphs is requested to provide clarity.

(c) Bids and proposals submitted electronically will be considered "late" unless the bidder or offeror completes the entire transmission of the bid or proposal prior to the due date and time for receipt of bids or proposals. This paragraph (c) supplements the submission, modification and withdrawal of bids and proposals coverage in the FAR 52.212-1 "Instructions to Offerors--Commercial Items", FAR 52.214-7 "Late Submissions, Modifications, and Withdrawals of Bids", FAR 52.214-23 "Late Submissions, Modifications, Revisions, and Withdrawals of Technical Proposals under Two-Step Sealed Bidding", or the FAR 52.215-1 "Instructions to Offerors--Competitive Acquisition" provision contained in the solicitation.

**SECTION M  
EVALUATION FACTORS FOR AWARD**

**M-302 EVALUATION OF OFFERS (SINGLE AWARD FOR ALL ITEMS) (DEC 1999)**

An offeror must quote on all items in this solicitation to be eligible for award. The Government intends to make a single award to the acceptable offeror whose total offer on all items is the most advantageous to the Government considering price and other factors, if any, specified in the schedule.

**M-304 AWARD (LOWEST PRICE, TECHNICALLY ACCEPTABLE) (DEC 1999)**

Award of the contract resulting from this solicitation will be made to the offeror whose proposal is technically acceptable and the lowest price.

**M-313 EVALUATION FACTORS LISTED (FIXED PRICE CONTRACTS) (MAR 1999)**

(a) The technical proposal must give clear, detailed information sufficient to enable evaluation based on the factors listed below.

FACTORS: Past Performance\*.

Past performance is a measure of the degree to which an offeror has satisfied customers in the past and complied with federal, state, and local laws and regulations. The Government's assessment of past performance will be subjective and based mainly on offeror reputations with customers and others. The Government will evaluate the reference information sheet/performance data provided by offerors and obtained from other sources against the following criteria.

(a) Quality of Product or Service - Conformance to contract requirements, specifications and standards of good workmanship, accuracy of reports, appropriateness of personnel, and technical excellence.

(b) Cost Control - Within budget, current accurate and complete billings, actual cost/rates reflect closely to negotiated cost/rates, cost efficiency measures, and adequate budgetary internal controls.

(c) Schedule - Timeliness of performance, met interim milestones, reliable, responsive to technical and contractual direction, completed on time, including wrap-up and contract administration, no liquidated damages assessed.

(d) Business Relationships - Effective management, businesslike correspondence, responsive to contract requirements, prompt notification of problems, reasonable/cooperative behavior, flexible, proactive, effective Contractor recommended solutions, customer satisfaction.

(e) Customer Satisfaction - Satisfaction of end users with the Contractor's service.

\* In the case of an offeror with no past performance of relevant or similar type of work, or where information on past performance is not available, the factor of past performance will receive an acceptable rating.

**M-317 CONTRACT AWARD TO SINGLE OFFEROR FOR ALL SUBLINE ITEMS WITHIN A CONTRACT LINE ITEM (MAY 1999)**

Subject to the provisions contained herein, award shall be made to a single offeror for all subline items within each contract line item. Offers must include each subline item listed within a line item. Failure to do this shall be cause for rejection of the offer for that particular line item.