

<b>SOLICITATION/CONTRACT</b>		REQUISITION NUMBER	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE 1 OF
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27. Control, POC Name: 050001, HOWARDNS		N66604-4182-029G-990			DO	24
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. SOLICITATION NUMBER	5. SOLICITATION TYPE		6. SOLICITATION ISSUE DATE	
		N66604-05-R-0001	SEALED BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP) <input checked="" type="checkbox"/>		2004 OCT 08	
7. ISSUED BY		CODE	8. THIS ACQUISITION IS			
Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 5911N , Simonpietri Drive Newport, RI 02841-1708		N66604	<input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: <b>100%</b> FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> OTHER:			
HOWARDNS@npt.nuwc.navy.mil		NO COLLECT CALLS	NAICS CODE 333298		SIZE STANDARD 500 Employees	
9. <b>SOLICITATION:</b> SEALED OFFERS IN ORIGINAL AND <b>2</b> COPIES WILL BE RECEIVED BY THE ISSUING OFFICE IDENTIFIED IN BLOCK 7, UNTIL 2:00 P.M. (LOCAL TIME ZONE) ON <b>2004 NOVEMBER 09</b> . LATE OFFERS ARE SUBJECT TO LATE BID OR PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. <b>SEE PROVISION L1 or L2 FOR SPECIFIC INSTRUCTIONS.</b>						
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION)						
<input checked="" type="checkbox"/> SUPPLIES <input type="checkbox"/> SERVICES <b>MK 23 Mod 0 Tilt Fixture</b>						
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTANT CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.			12. ADMINISTERED BY			
			CODE			
13. CONTRACTOR OFFEROR CODE		FACILITY CODE	PAS#		SCD	
14. PAYMENT WILL BE MADE BY			CODE			
TELEPHONE NO.		DUNS NO.		SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: <b>14</b>		
<input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION				
		10 U.S.C. 2304 (C) <input type="checkbox"/> 41 U.S.C. 253 (C) <input type="checkbox"/>				
15. PROMPT PAY DISCOUNT		17. ITEM NO.				
		18. SCHEDULE OF SUPPLIES/SERVICES				
		19. QUANTITY		20. UNIT	21. UNIT PRICE	22. AMOUNT
(SEE PAGE 2)						
DIST:						
23. ACCOUNTING AND APPROPRIATION DATA					24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)	
25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <b>3</b> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <b>ALL ITEMS</b>			
27. SIGNATURE OF OFFEROR/CONTRACTOR			28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
NAME AND TITLE OF SIGNER (TYPE OR PRINT)		DATE SIGNED	NAME OF CONTRACTING OFFICER		DATE SIGNED	

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER (Specify)		
	WE DO		WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED
NAME AND ADDRESS OF FIRM (Include Zip Code)		SIGNATURE	
		TYPE OR PRINT NAME AND TITLE OF SIGNER	

FROM:

AFFIX  
STAMP  
HERE

TO: **Commercial Acquisition Department, Building 11  
Naval Undersea Warfare Center Division, Newport  
Code 591, Simonpietri Drive  
Newport, RI 02841-1708**

SOLICITATION NO. N66604-05-R-0001  
DATE AND LOCAL TIME 2004 NOV 09, 2:00 P.M

- Notes:**
1. The drawings included specifications will not be posted on our web site. This data is on CD-R disc and can be obtained by sending your Email request to Nancy Howard at [HOWARDNS@NPT.NUWC.NAVY.MIL](mailto:HOWARDNS@NPT.NUWC.NAVY.MIL) citing RFP N66604-05-R-0001 and your JPC number. Please include your complete address, cage code and FEDEX #. See Attachment #2 about the JCP.
  2. All requesters must agree to return the CD-R disc to Nancy Howard at the address shown on Page 1, Block 9.

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

**B10 SUPPLIES/SERVICES AND PRICES - FFP**

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>U/PRICE</u>	<u>AMOUNT</u>
0001	“First Article” Mk 23 Mod 0 Tilt Fixture with Kit “B” CLS	01	EA	\$ _____	\$ _____
0002	Mk 23 Mod 0 Tilt Fixture with Kit “B” CLS	07	EA	\$ _____	\$ _____
0003	Data per Exhibit "A", Contract Data Requirements List (CDRL) DD Form 1423	1	LO	\$ _____	\$ _____
<b><u>OPTION ONE</u></b>					
0004	Kit “B” CLS	05	EA	\$ _____	\$ _____

Offerors shall complete the unit price and amount blocks.

**B42 OPTION FOR SPECIFIC LINE ITEMS**

The additional items of supplies or services available under the Options clause of this contract and their exercise dates are specified below:

OPTION      EXERCISE DATE - ON OR BEFORE

ONE            31 MARCH 2005

**SECTION C DESCRIPTION / SPECIFICATIONS/WORK STATEMENT**

**C10 SPECIFICATIONS, AMENDMENTS OR REVISIONS APPLICABLE**

SUPPLIES to be furnished under the contract shall comply with the following Descriptions or Specifications:

<u>ITEM</u>	<u>DESCRIPTION/SPECIFICATION</u>
ALL	List of Drawings, see attachment 1

**C32 FIRST ARTICLE AS MANUFACTURING STANDARD**

Each first article approved under this contract shall serve as the manufacturing standard for the corresponding production items delivered hereunder.

**C54 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)**

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance

with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

**SECTION D PACKAGING AND MARKING**

**D11R PRESERVATION, PACKAGING, PACKING AND MARKING (SEP 2001)**

Preservation, packaging, packing, and marking shall be in accordance with the following:

- Class A packaging is required.
- Items shall be marked in accordance with MIL-STD-130K.
- Item 0001, MK 23 Mod 0 Tilt Fixture shall be marked in accordance with the drawings with the following sequential serial numbers starting with N66604-01 though N66604-08.
- Identification and packing requirement shall be in accordance with AMS 2817.

Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: *N66604-05-C-0001*

REQUISITION NUMBER: N66604-4182-029G-990

MARK FOR:	<u>Paul Rioux</u>	<u>4114</u>	<u>401-832-9048</u>
	Name	Code	Telephone No.

**D20 DELIVERY OF DATA (SEP 2001)**

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport  
Contract Number  
Report Title  
Date of Report  
Contractor Name

**SECTION E INSPECTION AND ACCEPTANCE**

The following contract clauses are hereby incorporated by reference:

<u>Number</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)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	(MAR 2003)

**E10 INSPECTION AND ACCEPTANCE AT DESTINATION - (HARDWARE)**

- (a) Inspection and acceptance of the furnished supplies shall be made at destination by the receiving activity designated in clause F18.
- (b) The receiving activity shall execute acceptance certificate on the Material Inspection and Receiving Report (MIRR), DD Form 250 within thirty (30) days of receipt. The receiving activity shall forward the executed payment copy of MILSCAP Format Identifier PKN or PKP to the payment office within four working days (five days when MILSCAP Format is used) after final inspection and acceptance of the shipment. The receiving activity shall forward one executed copy of the final DD Form 250 to: the contract administration office cited in block 12 of the contract award page (SF 1447), with 1 copy to the Procuring Contracting Officer cited in clause G10 and 1 copy to the contractor.

**E15 WITNESS OF INSPECTION OR TESTS**

Because of the critical nature of the material being furnished hereunder, a representative of the Naval Undersea Warfare Center Division, Newport is available to furnish technical assistance on quality control matters and shall have the option of conducting Quality Assurance surveillance of inspections and tests performed by the Contractor. The surveillance will be performed in conjunction with the Defense Contract Management Agency (DCMA) Quality Assurance representative, if assigned, and does not abrogate the responsibility or authority of such DCMA representative. The Contractor agrees to **notify PAUL RIOUX, Code 411, 401-832-9048, 15 days prior**, in writing, when the material will be inspected and/or tested. A minimum of seven working days is required to arrange such a visit.

**SECTION F DELIVERIES OR PERFORMANCE**

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.211-16	VARIATION IN QUANTITY para.(b) fill-ins: variation shall be limited to: <u>zero</u> Percent increase <u>zero</u> Percent decrease shall apply to: <u>the total contract quantity</u> .	(APR 1984)
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)

**F18 DELIVERY AT DESTINATION (AUG 1999)**

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer  
Naval Undersea Warfare Center, Division Newport  
Naval Station Newport, Bldg. 47  
47 Chandler Street  
Newport, RI 02841-1708

**F22 DELIVERY OF DATA (JUL 2001)**

The contractor shall deliver data items in accordance with the directions set forth on the DD Form 1423, Contract Data Requirements List (CDRL), which is an exhibit to this contract. Any change in the delivery of data must be made by a formal contract modification.

**F11-8 TIME OF DELIVERY (FAR 52.211-8) (JUN 1997)**

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

REQUIRED DELIVERY SCHEDULE

<u>ITEM NUMBER</u>	<u>QUANTITY</u>	<u>WITHIN DAYS AFTER DATE OF CONTRACT</u>
0001	01	150
0002	07	150 or sooner, after 1 <sup>st</sup> article approval
0003	LOT	150
0004	05	150 or sooner, after 1 <sup>st</sup> article approval

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

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(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 (i) five days for delivery of the award through the ordinary mails, or (ii) 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.

**SECTION G CONTRACT ADMINISTRATION DATA**

**G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JAN 2004)**

- (a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any 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.
- (d) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.
- (e) (For Indefinite Delivery contracts only) Ordering Officers are Contracting Officers of the Naval Undersea Warfare Center Division, Newport. However, their authority extends only to the order that they sign.
- (f) The address and telephone number of the Contracting Officer is:

**Name:** NANCY HOWARD

**Address:** Commercial Acquisition Department, Building 11  
Naval Undersea Warfare Center Division, Newport  
Code 5911N  
Simonpietri Drive  
Newport, RI 02841-1708

**Telephone:** Commercial: 401-832-1545; DSN: 432-1545

**Email:** howardns@npt.nuwc.navy.mil

**G15 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE**

The Paying Office will mail payments to:

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\* Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

**G18 CONTRACT ADMINISTRATION FUNCTIONS (HARDWARE)**

(a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract.

(b) The Administrative Contracting Officer (ACO) is delegated the following functions:

- (1) All functions of FAR 42.302(a).
- (2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 5912 -- CLOSEOUT)
- (3) The function of FAR 42.302(b)(6).

(c) If the ACO identifies a contract administration problem, the remedy for which is not covered by the above, the ACO shall request the PCO to delegate additional functions as necessary. The PCO may delegate authority by letter.

**G24 DELAY IN DELIVERY NOTIFICATION**

The cognizant CAS component shall, in accordance with FAR 42.1104(a)(2)(vii), notify the Procuring Contracting Officer of any anticipated or actual delay in delivery or performance of this contract.

**SECTION H SPECIAL CONTRACT REQUIREMENTS**

**NONE**

**SECTION I CONTRACT CLAUSES**

The following contract clauses are hereby incorporated by reference:

<u>Number</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)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	(MAR 1999)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)

52.204-7	CENTRAL CONTRACTOR REGISTRATION WITH DFARS 252.204-7004 (ALT A) (NOV 2003)	(OCT 2003)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	(DEC 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
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)
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)
52.217-7	OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM fill-in: <b><u>31 MARCH 2005</u></b> .	(MAR 1989)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(OCT 2000)
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	(JAN 2004)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	(DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	(JAN 2004)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	(FEB 2003)
52.227-1	AUTHORIZATION AND CONSENT	(JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	(AUG 1996)
52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	(APR 1984)
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)
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT	(MAR 2000)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	(JAN 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 - ALT I (APR 1984)	(JAN 1986)
52.232-25	PROMPT PAYMENT	(OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	(OCT 2003)
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	(JAN 2004)
52.233-1	DISPUTES	(JUL 2002)
52.233-3	PROTEST AFTER AWARD	(AUG 1996)
52.242-13	BANKRUPTCY	(JUL 1995)
252.242-7000	POSTAWARD CONFERENCE	(DEC 1991)

52.243-1	CHANGES - FIXED PRICE	(AUG 1987)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS	(DEC 1991)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(MAR 1998)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(APR 2003)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	(MAR 2000)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(MAY 2002)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
52.248-1	VALUE ENGINEERING	(FEB 2000)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

**109-1 QUALIFICATION REQUIREMENTS (FAR 52.209-1) (FEB 1995)**

(a) Definition: "Qualification Requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

NUWC Division Newport, 1176 Howell Street, Newport, RI 02840. Attn: Code \_\_\_\_\_

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name \_\_\_\_\_  
Manufacturer's Name \_\_\_\_\_  
Source's Name \_\_\_\_\_  
Item Name \_\_\_\_\_  
Service Identification \_\_\_\_\_  
Test Number \_\_\_\_\_ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror shall submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

**132-9000 SUBMISSION OF INVOICES (FIXED PRICE) (NAPS 5252.232-9000) (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 copies to the address identified in the solicitation/contract award form (SF26 - Block 10; SF33 - Block 23; SF1447 - Block 14), unless orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD1155 - Block 13 or SF26 - 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.

XX 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.

**109-4A FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (FAR 52.209-4) (SEP 1989) -  
ALT I (SEP 1989)**

(a) The Contractor shall deliver ONE unit of **Item 0001** within 150 calendar days from the date of this contract to the Government at NUWCDIVNPT for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 30 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

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

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

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

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

(j) The Contractor shall produce both the first article and the production quantity at the same facility and shall submit a certification to this effect with each first article.

**152-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (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/>

**SECTION J LIST OF ATTACHMENTS**

**J10 LIST OF ATTACHMENTS**

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
"A"	DD Form 1423, Contract Data Requirements List	02

ATTACHMENT

1	List of Drawings	04
2	JCP Document	01

**SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS  
OF OFFERORS OR RESPONDENTS**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(APR 1991)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(APR 2003)

**K03-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (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 or factors used to calculate the prices offered;
- (2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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

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

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

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

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

**K04-3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)**

(a) Definitions.

"Common parent," as used in this 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 payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN).

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

(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: \_\_\_\_\_

**K04-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5)  
(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,  is not a women-owned business concern.

**K09-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (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)(D) 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.

**K09-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (MAR 1998)**

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

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm such as director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

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

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

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

**K15-6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,  intends,  does not intend [*check applicable box*] to use one or more plants or facilities 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, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if other than offeror or respondent
_____	_____
_____	_____
_____	_____

**K19-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002) – ALT I (APR 2002)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is set forth in block 8 of the SF 1447, Page 1 of this solicitation.
- (2) The small business size standard is set forth in block 8 of the SF 1447, Page 1 of this solicitation.
- (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 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 of ownership, 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,”* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

*“Veteran-owned small business concern”* means a small business concern -

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

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

*“Women-owned small business concern,”* means a small business concern--

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

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

(d) Notice.

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 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.

**K22-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (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.

**K22-25 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (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.

**K22-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

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

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	(OCT 2003)
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(AUG 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE check one: _____ DX or <u>XX</u> DO rated order	(SEP 1990)
52.214-35	SUBMISSION OF OFFERS IN U. S. CURRENCY	(APR 1991)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(JUN 2003)

**L4 FACSIMILE PROPOSALS AND BIDS NOT AUTHORIZED**

Facsimile proposals (bids) are not authorized for this acquisition. "Facsimile proposal (bid)," as used in this solicitation, means a proposal (bid), modification of a proposal (bid), or withdrawal of a proposal (bid) that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

**L5 REQUIREMENTS FOR OFFEROR COMPLETION (APR 2002)**

Certain sections of this solicitation require the offeror to provide information. The list that follows indicates the clauses, provisions and attachments that require offeror completion and that may be included in this solicitation. Offerors should review the solicitation carefully and insert relevant data wherever required.

Section A - Forms. SF1447 (Solicitation/Contract). Blocks 11, 13, 15, 21, 22, 27 and the back of the form.

Section B - Supplies/Services and Prices. Clauses B10 through B20

Section F - Deliveries or Performance. Clauses F10 through F17, F40, F11-8, F11-9, F47-33, and F47-60

Section G - Contract Administration Data. Clauses G12, G14, G15, and G42

Section H - Special Contract Requirements. Clause H51

Section I - Contract Clauses. Clauses I08-000, I09-1, I16-2, I16-3, I16-001, I22-48, I23-3, I23-9A, and I23-001

Section K - Representations, Certifications, and Other Statements of Offeror.

All required certifications and representations

Section L - Instructions, Conditions, and Notices to Offerors. Clauses L10, L43, and L14-21A

Section M - Evaluation Factors for Award. Clauses M20, M21, M47-51, M47-51A, M47-51B, and M47-51C

Section J - Attachments. Numbers 2, 8, 10, and 12

**L9 AVAILABILITY OF REQUIRED FORMS AND PUBLICATIONS**

(a) Offerors will need a variety of required Government forms and publications in submitting offers and performing the contract. These are available as specified below; payment may be necessary.

- (1) Forms listed in FAR Section 53 (Standard Forms and Optional Forms) are available per FAR 53.107(b) from the Superintendent of Documents, GPO, Washington, DC 20402. This is the best source of all Federal, non-DoD publications and documents.
- (2) Forms listed in DFARS Section 53 (DD Forms) are available from the same activity as specifications (See Section L, FAR 52.211-2). This is the best source of DoD publications and documents.
- (3) Forms may also be available through the offeror's cognizant Administrative Contracting Officer.
- (4) In addition to Government sources, items may be available from public libraries and commercial sources.

(b) All NUWC Division, Newport specific forms are attached; see Section J.

**L30 PROPOSAL SUBMISSION - GENERAL REQUIREMENTS (APR 2003)**

(a) Offerors must respond to all requirements of the solicitation document. Submit proposals to the address indicated in block 7 of the SF1447.

(b) Proposal Format. This section specifies the format that offerors shall use in submitting proposals in response to this solicitation. The intent is to provide a certain degree of uniformity in the format of the proposals to ensure a complete, fair and efficient evaluation.

(1) Partition. Offerors are required to submit their proposals in separate parts as follows:

- (i) Letter of Transmittal, if any
- (ii) Original plus 2 copies of the signed solicitation document with all the required fill-ins completed. Staple this document together for submittal. ***Do not alter or punch holes in the solicitation document.***
- (iii) Volume I - Technical Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Technical Proposal". Exclude any reference to the pricing aspects of the offer.
- (iv) Volume II - Cost/Price Proposal - Include all data and information required for evaluation as set forth in the provision entitled, "Cost Proposal".
- (v) Page Limits and Copies.

<u>Volume</u>	<u>Maximum Number of Pages</u>	<u>Copies Required</u>
Volume I - Technical	<u>10</u> (Not including Past Performance Data)	Original plus 2copies

***Important Note: Offerors shall not include CLASSIFIED material in the volumes.***

(2) General Format and Markings.

- (i) The text of the proposal shall be printed single sided on 8 1/2 by 11 inch paper. Pages shall be consecutively numbered. Type size shall be 10 point "Times" font or equivalent, uncompressed and unreduced. Text shall be single-spaced with margins of at least one inch on all sides. Foldout pages up to 11 x 17 inches may be used for diagrams, charts or graphic material with type size(s) left to the discretion of the offeror.

(ii) Provide a Table of Contents in sufficient detail so that the important proposal elements can be easily located. The use of tabs and dividers is encouraged. The proposal Title Page will include all information required in (iii) below plus identification of copies bearing original authorizing signatures.

(iii) The Cost and Technical volumes shall be in standard three-ring loose-leaf binders that can be easily opened and closed. Binders shall be marked as follows:

- Proposal Title
- Proposal Category (Technical or Cost)
- Volume number
- Security classification (Unclassified only)
- RFP number
- Name and address of the offeror
- Serial number/copy number

(iv) Subcontractor data submitted directly to the Government in support of the prime offeror's cost proposal shall follow the format described above. Subcontractor submittals shall prominently identify the prime offeror.

(c) Style.

(1) Submit a proposal that clearly and concisely describes and defines the contractor's response to the requirements contained in the solicitation. General or vague statements such as "standard procedures will be used" or "good engineering practices" will not satisfy this requirement.

(2) Do not elaborate unnecessarily or provide other presentations beyond that sufficient to present a complete and effective proposal. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. Either of these may be construed as an indication of a lack of understanding or cost consciousness.

(3) Do not repeat information required in the responses in two or more proposal data requirements. Include detailed information in the area of the proposal where it contributes most critically. In other areas where a repeat discussion is necessary, provide a reference to the detailed discussion location.

(4) Provide all pertinent information in sufficient detail to permit evaluation of the proposal. Provide cross-references so that the Government can trace the various related discussions.

**L34 TECHNICAL PROPOSAL**

(a) Technical Capability. Offerors shall describe their process for manufacturing, assembly and testing of the MK23 Mod 0 Tilt Fixture. Also included in this discussion should be their approach to mitigating risk and satisfying the requirements of the specifications and drawings and testing requirements. In addition, offerors shall address the following:

(1) Manufacturers and Long Lead Items.

Identify the manufacturers and lead times of any long-lead items. Address the impact, if any, these items may have on the delivery schedule and how you will mitigate the associated risks.

(2) Manufacturing Process.

Explain the manufacturing processes you will use. If work is to be subcontracted, explain how you will manage this work to ensure timely delivery.

(3) Quality Assurance.

Describe the quality assurance methods proposed, including testing procedures.

(c) Past Performance. In a separate attachment, provide information relative to past performance.

(1) Provide a list of all contracts and subcontracts for comparable items that are currently in process or have been completed during the past two years. Contracts listed shall include those entered into with the Federal government as well as commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all essential personnel. Include the following information for each contract and subcontract:

- Name of contracting activity or commercial firm
  - Contract number
  - Contract type
  - Total contract value
  - Brief narrative (less than 10 lines) describing your involvement in the effort, complexity, objectives achieved, and types of personnel who performed under the contract. List ships or military systems involved, if any. List major subcontractors.
  - Procuring Contracting Officer\* and telephone
  - Administrative Contracting Officer\*, if different, and telephone
  - Program manager\* or COR or and telephone
- \*Or non-Government official with similar duties or rank

(2) Provide similar past performance data for major subcontractors.

**L11-9000 NOTICE TO OFFERORS -- USE OF OZONE DEPLETING SUBSTANCES  
(NAPS 5252.211-9000) (AUG 1993)**

(a) In accordance with section 326 of Pub L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

<u><b>Class I ODS Identified</b></u>	<u><b>Specification/Standard</b></u>
--------------------------------------	--------------------------------------

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

**L15-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FAR 52.215-1)  
(JAN 2004)**

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing”, “writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

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

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

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions

specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total

evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

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

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

#### **L16-1 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

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

#### **L33-2 SERVICE OF PROTEST (FAR 52.233-2) (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 the issuing office indicated in Block 7 of the SF 1447.

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

#### **L52-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (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/>

### **SECTION M EVALUATION FACTORS FOR AWARD**

#### **M10 SINGLE AWARD**

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government intends to make a single award. The Government reserves the right to make a single award to the offeror whose offer is considered to be in the best interest of the Government, price and other factors considered.

#### **M35 EVALUATION FOR AWARD - BEST VALUE (JUL 2001)**

(a) Award will be made to the responsible offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing the difference in value of technical

(non-price) features of proposals with the difference in the price to the Government. Offers will be evaluated on each of the following factors:

Technical Capability

Past Performance

Price

(b) Technical Capability and Past Performance are equal in importance. When combined, Technical Capability and Past Performance are significantly more important than Price. Although Price is less important than the other factors in combination, it is important and will be seriously considered. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors, or when it is so significantly high as to diminish the value of the technical superiority to the Government.

(c) Past Performance. Past performance will be evaluated as an indicator of the offeror's expected future performance. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance are representative of the types of data that may be considered. The Government may contact points of contact listed in the offeror's proposal for the purpose of obtaining additional past performance information. The number of contacts, if any, will be determined by the Government at its discretion. Selection of contacts may be random.

(1) The Government may consider information concerning the offeror's past performance that is not contained in the proposal. This may include information furnished by points of contact not named in the proposal or information from other sources.

(2) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(d) Price. The Government will evaluate proposed prices using the criteria in FAR 15.

**+CONTRACT DATA REQUIREMENTS LIST  
(2 DATA ITEMS)**

**Form Approved  
OMB No. 0704-0188**

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

<b>A. CONTRACT LINE ITEM NO.</b>				<b>B. EXHIBIT</b>		<b>C. CATEGORY</b> TDP <input checked="" type="checkbox"/> X <input type="checkbox"/> TM <input type="checkbox"/> OTHER <input type="checkbox"/>																	
<b>D. SYSTEM / ITEM</b> Mk 23 Mod 0 Tilt Fixture				<b>E. CONTRACT / PR NO.</b> N66604-05-R-0001		<b>F. CONTRACTOR</b>																	
<b>1. DATA ITEM NO.</b> A001		<b>2. TITLE OF DATA ITEM</b> TEST/INSPECTION REPORT				<b>3. SUBTITLE</b> FIRST ARTICLE TEST/INSPECTION																	
<b>4. AUTHORITY (Data Acquisition Document No.)</b> DI-MISC-80809B				<b>5. CONTRACT REFERENCE</b> LIST OF DRAWINGS [ENCL (1)]				<b>6. REQUIRING OFFICE</b> NUWC DIVNPT CODE 4114															
<b>7. DD 250 REQ</b> LT		<b>9. DIST STATEMENT REQUIRED</b> D		<b>10. FREQUENCY</b> AS REQ		<b>12. DATE OF FIRST SUBMISSION</b> SEE BLOCK 16		<b>14. DISTRIBUTION</b>															
<b>8. APP CODE</b> A				<b>11. AS OF DATE</b>		<b>13. DATE OF SUBSEQUENT SUBMISSION</b> 10 DARC		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>a. ADDRESSEE</b></td> <td colspan="2"><b>Draft</b></td> <td colspan="2"><b>Final</b></td> </tr> <tr> <td colspan="2"></td> <td colspan="2"></td> <td colspan="2">Reg</td> <td colspan="2">Repro</td> </tr> </table>		<b>a. ADDRESSEE</b>		<b>Draft</b>		<b>Final</b>						Reg		Repro	
<b>a. ADDRESSEE</b>		<b>Draft</b>		<b>Final</b>																			
				Reg		Repro																	
<p>BLOCK 4: REPORT, IN CONTRACTOR FORMAT, SHALL INCLUDE RESULTS ON FORM AND FIT ONLY FIRST ARTICLE TEST/INSPECTIONS WHICH SHALL BE PERFORMED TO VERIFY CONFORMANCE TO ALL DRAWING PRODUCTION REQUIREMENTS.</p> <p>BLOCK 9: SEE ADDENDUM.</p> <p>BLOCKS 10-12: SUBMIT TO NUWC DIVNPT FOR APPROVAL WITH COPY TO DCMAO WITHIN 10 DAYS OF COMPLETION OF FIRST ARTICLE TEST/INSPECTIONS.</p> <p>THE GOVERNMENT SHALL PROVIDE COMMENTS/APPROVAL WITHIN THIRTY (30) DAYS AFTER RECEIPT OF TEST REPORTS.</p>						DCMAO		1	1	0													
						CODE 4112		1	1	0													
						CODE 4114		1	1	0													
								3	3	0													
<b>15. TOTAL -----</b>																							
<b>1. DATA ITEM NO.</b>		<b>2. TITLE OF DATA ITEM</b>				<b>3. SUBTITLE</b>																	
<b>4. AUTHORITY (Data Acquisition Document No.)</b>				<b>5. CONTRACT REFERENCE</b>				<b>6. REQUIRING OFFICE</b>															
<b>7. DD250 REQ</b>		<b>9. DIST STATEMENT REQUIRED</b>		<b>10. FREQUENCY</b>		<b>12. DATE OF FIRST SUBMISSION</b>		<b>14. DISTRIBUTION</b>															
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<b>G. PREPARED BY</b> VIVIAN M. HILTON		<b>H. DATE</b>		<b>I. APPROVED BY</b> SANDRA A. SAMPSON				<b>J. DATE</b>															

DD FORM 1423  
CONTRACT DATA REQUIREMENTS LIST

**BLOCK 16 ADDENDUM**

**BLOCK 9:** The following information is specifically included in amplification of the Block 9 Distribution Statement selected:

Distribution Statements are included in addition to CLASSIFICATION markings of the data.

***Distribution Statement D.** Applies to CDRL Item No. 0001. Distribution authorized to the DoD and DoD contractors only; Critical Technology. Dated when data generated. Other requests for this document shall be referred to Commander, Naval Undersea Warfare Center Division, Newport, RI, Code 4114.*

The following "**EXPORT CONTROL WARNING NOTICE**" must be used in conjunction with DISTRIBUTION STATEMENTS identified in the above CDRL items:

*WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U. S. C. Sec. 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U. S. C., App 2401 et seq.*

*Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.*

DRAWING LIST FOR  
MK 23 MOD 0 TILT FIXTURE (CLS CONFIGURATION)  
P/N 6213975-2

<u>DRAWING NUMBER</u>	<u>REVISION</u>	<u>SHEETS</u>
2644612	P	1
5167580	E	2
5167581	B	2
5167584	C	1
5167585	E	5
5167587	C	1
5167588	B	1
5167596	B	1
NOR I04028-5	C	
5167597	B	1
NOR I04028-6	C	
5167605	B	1
6213185	A	1
NOR I04028-7	B	
6213595	B	1
DL6213595	C	3
6213596	C	3
NOR I04028-2	D	
DL6213596	D	6
NOR I04028-1	E	
6213597	C	2
6213598	B	3
NOR I04028-3	C	

DRAWING LIST FOR  
MK 23 MOD 0 TILT FIXTURE (CLS CONFIGURATION)  
P/N 6213975-2

<u>DRAWING NUMBER</u>	<u>REVISION</u>	<u>SHEETS</u>
6213599	-	1
6213601 NOR I04028-8	A	1
6213602 NOR I04028-4	A B	1
6213603 NOR I04028-9	A B	1
6213604 NOR I04028-10	- A	1
6213605 NOR I04028-11	A B	1
6213606 NOR I04028-12	- A	1
6213643 NOR I04028-13	- A	1
6213644 NOR I04028-14	- A	1
6213645 NOR I04028-15	- A	1
6213646 NOR I04028-16	- A	1
6213647 NOR I04028-17	A B	1
6213648 NOR I04028-18	A B	1
6213649 NOR I04028-19	- A	1

DRAWING LIST FOR  
MK 23 MOD 0 TILT FIXTURE (CLS CONFIGURATION)  
P/N 6213975-2

<u>DRAWING NUMBER</u>	<u>REVISION</u>	<u>SHEETS</u>
6213763	B	3
DL6213763	C	4
DL6213765	A	2
6213767	-	1
6213768	-	1
6213769	A	1
6213845	-	1
NOR I04028-29	A	
6213846	-	1
NOR I04028-28	A	
6213878	-	1
6213942	A	1
NOR I04028-21	B	
6213943	A	1
NOR I04028-22	B	
6213944	-	1
NOR I04028-23	A	
6213945	-	1
NOR I04028-20	A	
6213946	-	1
6213947	A	1
NOR I04028-30	B	
6213948	A	1
NOR I04028-25	B	

DRAWING LIST FOR  
MK 23 MOD 0 TILT FIXTURE (CLS CONFIGURATION)  
P/N 6213975-2

<u>DRAWING NUMBER</u>	<u>REVISION</u>	<u>SHEETS</u>
6213949 NOR I04028-26	- A	2
6213950 NOR I04028-27	- A	1
6213957 NOR I04028-24	- A	1
6213975	-	1
6213330	-	1
7516301	-	1

## UNITED STATES / CANADA JOINT CERTIFICATION PROGRAM

The Joint Certification Program (JCP) established the eligibility of a U.S. or Canadian contractor to receive technical data governed by DoD Directive 5230.25. This Directive sets forth policies, procedures and responsibilities for the withholding of unclassified technical data from public disclosure. DoD Directive 5230.24, a companion directive, establishes the distribution marking system for DoD-controlled technical documents. The U.S. / Canada Joint Certification Program is managed by the U.S. / Canada Joint Certification Office (JCO). The JCO, a common jointly staffed office, is located at the Defense Logistics Information Service (DLIS), 74 Washington Avenue North, Battle Creek, MI 49017-3084 (Tel. 800-352-3572) and online at [www.dlis.dla.mil/jcp/](http://www.dlis.dla.mil/jcp/). The JCO receives and processes certification forms submitted by U.S. and Canadian contractors that wish to obtain access to unclassified technical data disclosing critical technology under the control of, or in the possession of DoD. To become certified, U.S. contractors must submit a completed DD Form 2345 to the JCO. Canadian contractors may submit either a completed DD Form 2345 or DSS-MAS 9739 for certification. However, a DD Form 2345 shall be used when a Canadian contractor intends to request access to DoD-controlled technical data. In addition, a copy of the firm's State/Provincial Business License, Incorporation Certificate, Sales Tax Identification Form other documentation which verifies the legitimacy of the company must accompany all DD Forms 2345.

As the drawings required for this solicitation are stamped "Distribution D", they can only be provided to firms which have already been certified by the JCP, which can be proven through provision of the assigned JCP number. No drawings will be provided to uncertified firms.