

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		I. CONTRACT ID CODE	PAGE OF PAGES
		1	32

2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 20 May 2004	4. REQUISITION/PURCHASE REQ. NO. NA	5. PROJECT NO. (If applicable)
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6. ISSUED BY Contracting Officer Naval Surface Warfare Center, Dahlgren Division Attn: Code SD105 (Vaughan) 17320 Dahlgren Road, Dahlgren, VA 22448-5110	CODE N00178	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) To Be Completed by all Offerors	(4)	9A. AMENDMENT OF SOLICITATION NO. N00178-04-R-1031
	X	9B. DATED (SEE ITEM 11) 26 April 2004
		10A. MODIFICATION OF CONTRACT/ORDER
		10B. DATED (SEE ITEM 13)

CODE	FACILITY CODE
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

PURPOSE:

This Amendment converts the Solicitation from a Sole Source to a Competitive 100% Small Business Set-Aside, and makes changes to Sections B, C, E, L, and M. In order to facilitate the review and response, the Amended Solicitation in its entirety is included in this Amendment. The closing date is extended to 11 June 2004. The time and place of submission remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 350)		RATING DO-A7	PAGE OF PAGES 2 of 32
2. CONTRACT NO.	3. SOLICITATION NO. N00178-04-R-1031	4. TYPE OF SOLICITATION SEALED BID (IFB) (X) NEGOTIATED (RFP)	5. DATE ISSUED 26 April 2004	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER DAHLGREN DIV 17320 DAHLGREN ROAD DAHLGREN, VA 22448-5100		CODE N00178	8. ADDRESS OFFER TO (If other than Item 7) SEE ITEM 7		

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

SOLICITATION

9. Sealed offers in **original and copies** for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **Bldg 183, Rm 133** until **2:00** local time **11 June 2004**.

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

10. FOR INFORMATION CALL:	A. NAME G. R. VAUGHAN	B. TELEPHONE NO. (540) 653-7094	C. EMAIL-ADDRESS vaughanr@nswc.navy.mil
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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

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

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

SECTION A Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

Ddl-A20 NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

THE PURPOSE OF THIS NOTICE IS TO BRING MATTERS TO YOUR ATTENTION WHICH CAN AFFECT PAYMENT OF YOUR INVOICES.

CCR ANNUAL RENEWAL

YOU MUST CONFIRM YOUR REGISTRATION IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE OR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) MAY NOT PROCESS YOUR INVOICE. YOU MAY OBTAIN MORE INFORMATION ON THIS ANNUAL RENEWAL CONFIRMATION PROCESS BY CALLING 1-888-227-2423 OR VIA THE INTERNET AT <http://www.ccr2000.com/>

EFTS

ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS ARE BASED ON THE EFT INFORMATION CONTAINED IN THE CCR DATABASE. IT IS CRITICAL THAT YOU ENSURE THAT YOUR EFT INFORMATION IN THE CCR DATABASE REMAINS CURRENT AND CORRECT.

INVOICES

INVOICES MUST BE PREPARED AS PRESCRIBED BY THIS CONTRACT/ORDER OR THEY MAY BE REJECTED BY THE PAYING OFFICE. THIS CONTRACT/ORDER INCORPORATES ONE OR MORE OF THE FOLLOWING CLAUSES REGARDING PREPARATION AND SUBMISSION OF INVOICES:

- FAR 52.212-4
- FAR 52.213-2
- FAR 52.232-25
- NAPS 5252.232-9000
- NAPS 5252.232-9001
- NAPS 5252.232-9002
- NAPS 5252.232-9003

PLEASE INSURE THAT INVOICES ARE PREPARED AND SUBMITTED IN ACCORDANCE WITH THESE CLAUSES AND THE FOLLOWING ADDITIONAL INFORMATION:

INVOICE PREPARATION – PLEASE ENSURE THAT YOUR INVOICE CLEARLY REFLECTS:

- (1) INVOICE NUMBER,
- (2) DATE OF INVOICE,
- (3) COMPANY NAME AND REMIT TO ADDRESS (COMPANY NAME ON THE INVOICE MUST MATCH THE COMPANY NAME ON THE CONTRACT/ORDER),
- (4) CONTRACT/ORDER NUMBER, AND
- (5) INVOICE AMOUNT.

INVOICE SUBMISSION – IF A “SUBMIT TO” ADDRESS IS DESIGNATED IN ONE OF THE CLAUSES LISTED ABOVE, SUBMIT THE ORIGINAL AND THREE COPIES OF EACH INVOICE TO THAT ADDRESS AND SUBMIT ONE COPY TO THE ADDRESS SHOWN BELOW. IF THERE IS NO ADDRESS DESIGNATED IN ANY OF THE CLAUSES LISTED ABOVE, SUBMIT THE ORIGINAL AND THREE COPIES OF EACH INVOICE TO THE ADDRESS SHOWN BELOW. IN ADDITION, SUBMIT ONE COPY OF EACH INVOICE TO THE CONTRACT SPECIALIST AT THE ISSUING OFFICE ADDRESS SHOWN ON THE FACE OF THE DOCUMENT:

NAVAL SURFACE WARFARE CENTER, DAHLGREN DIVISION
ATTN: CODE XDM24I / VENDOR PAY
17320 DAHLGREN ROAD
DAHLGREN, VA 22448-5100

REGISTER FOR INVOICE STATUS

YOU CAN REGISTER AT THE FOLLOWING WEB SITE TO MONITOR THE STATUS OF YOUR INVOICES. THIS IS THE VENDOR PAY INQUIRY SYSTEM-MOCAS USER REGISTRATION.
<http://vendorpay.dfas.mil/newuser>

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Section B

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot		
	The contractor shall provide the labor and materials required to redesign the TRAP T-250 User Interface/Hand Controller IAW Section C.1.				
0002		1	Lot		
	The contractor shall provide the labor and materials required to develop a means of limiting the azimuth slew range of the TRAP T-250 when equipped with the optional 360° drive unit IAW Section C.2.				
0003		1	Lot		
	The contractor shall provide the labor and materials required to develop the software/hardware necessary to demonstrate the slew-to-cue capability IAW Section C.3.				
0004		1	Lot		
	The contractor shall provide the labor and materials required to develop a lightweight tripod mount with a pintle receiver, with the capability for installation on a windowsill IAW Section C.4.				
0005		1	Lot		
	The contractor shall provide the labor and materials required to develop and deliver a TRAP T-250 compatible network controller IAW Section C.5.				
0006		1	Lot		
	The contractor shall provide the labor and materials required to develop and deliver the data required by Section C.6.				

Note – The Price Proposal required in Section L shall be identified to each of the above CLINS.

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

SECTION C Descriptions and Specifications

Background – This Statement of Work sets forth the requirements for Up-Grades to the NSWC/MCWL government-owned Telepresent Remotely Aimed Platforms (TRAP) T-250. The up-grades shall be applicable to and compatible with the USMC/NSWCDD currently fielded TRAP Systems. The Government does not own the data rights to the TRAP T-250 design, nor is there a design package available. However, the NSWCDD owned TRAP T-250 will be provided as GFP to the successful offeror. Please see the Special Provisions pertaining to the availability of a TRAP T-250 system set forth in Section H.

C.1 Hand-held Control Interface – The contractor shall redesign the TRAP T-250 user interface/hand controller to reflect today’s video game controllers. The objective is a lighter, less bulky, more ergonomic, and daytime-viewable (without a shroud) hand controller than the existing TRAP controller. The controller must be able to control all current features of the TRAP remote. The design of the controller shall reflect consideration of incorporating additional controls for future system functions, i.e. built-in upgradeability. The current controls include the following:

- Slew Control (fine and gross) – traverse and elevate
- System On/Off
- System Weapon Arming
- Weapon Safety Actuator
- Weapon Fire (supports semi-automatic and automatic fire)
- View Toggle (day sight, night/thermal sight, wide-area camera)
- Zoom (all sights and cameras)

The contractor will evaluate today’s available hand-held control interfaces for use with the TRAP T250. Development of a completely new hand-held control interface will also be considered. The contractor will narrow the choices to no more than three and submit to NSWCDD for initial conceptual review. After NSWCDD/MCWL has selected a primary interface, the contractor shall perform the development work and deliver one prototype control interface for test and evaluation. After approval of the prototype, the contractor shall manufacture and deliver five “production” units.

C.1.1 Specific Deliverables includes:

C.1.1.1 A proposal containing no more than three proposed configurations for the improved hand control for review and down select by NSWCDD/MCWL.

C.1.1.2 One prototype controller based upon the selected configuration of C.1.1.1 will be installed on the Government Furnished TRAP T-250 system and demonstrated to Government Personnel at the Contractor’s facility.

C.1.1.3 Five production units of the hand controller after NSWCDD/MCWL approval of the prototype unit of C.1.1.2.

C.2 Mechanical Limit Stops for Azimuth – The contractor shall develop a means of limiting the azimuth slew range of the TRAP T-250 when equipped with the optional 360° drive unit. The purpose is to allow the 360° drive-equipped TRAP T-250 to be set up in the field to allow the operator to mechanically and

positively limit the traverse range of the TRAP unit to some user-specified range other than a full 360°. The contractor shall develop a conceptual model of the proposed solution and submit to MCWL for comment. Upon an agreed design, the contractor will manufacture and deliver enough material to retrofit six TRAP T-250s. Note: Elevation limit stops are not included in this SOW.

C.2.1 Specific Deliverables includes:

C.2.1.1 A proposal for a mechanical solution to limit the azimuth travel of mounted T-250 units equipped with the 360° drive upgrade to a desired range of motion, and upon receipt of Government approval of the proposed solution, the contractor shall manufacture and install a prototype unit on the Government furnished TRAP-T-250 and demonstrate to Government Personnel at the Contractor's facility.

C.2.1.2 Upon receipt of Government approval of the proposed solution, the contractor shall manufacture and deliver to NSWCDD/MCWL the parts to modify six Government owned TRAP T-250 units.

C.2.1.3 Elevation limit stops are NOT included.

C.3 Demonstrate Slew-to-Cue from an Alternate Input – The contractor shall develop the software/hardware necessary to demonstrate slew-to-cue capability from another device feeding targeting data to the TRAP T-250 (utilizing the 360° drive feature). Slew-to-cue shall mean the ability to point the TRAP-mounted weapon or device to a user-designated point (either TRAP-centric coordinate frame or a non-TRAP-centric coordinate frame given appropriate off-board conversion) within its range of motion. A successful slew-to-cue shall consider positioning accuracy, speed of response, and minimizing overshoot.

C.3.1 Specific Deliverables includes:

C.3.1.1 The contractor shall develop the software/hardware necessary to demonstrate slew-to-cue capability from another device feeding targeting data to a TRAP T-250 unit.

C.3.1.2 The slew-to-cue capability shall be demonstrated to NSWCDD/MCWL at the contractor's facility.

C.3.1.3 Upgrades to the existing NSWCDD/MCWL TRAP T-250 units are not required at this time. The slew-to-cue input shall be compatible with the existing TRAP T-250 remote hardware.

C.3.1.4 The contractor shall furnish NSWCDD/MCWL all of the interface hardware and associated electronics and software used in the demonstration of the slew-to-cue capability at the end of the period of performance of the contract.

C.4 Window Sill Pintle Mount – The contractor shall develop a lightweight tripod mount, with a pintle receiver, with the capability for installation on a windowsill and supporting a TRAP T-250 platform with a weapon. The contractor shall develop a conceptual model of the proposed solution and submit to the Government for comment. Upon an agreed design concept, the contractor shall manufacture and deliver one prototype unit for review and comment.

C.4.1 Specific Deliverables includes:

C.4.1.1 The contractor shall submit for Government review a conceptual model of a lightweight tripod mount, with a pintle receiver, that is capable of attaching to windowsills of various size and construction.

C.4.1.2 Upon receipt of approval on the proposed solution, the contractor shall manufacture, install one prototype unit on the Government furnished system and demonstrate to Government Personnel at the Contractor's facility.

C.5 Field Capable Network Controller – The contractor shall develop and deliver a TRAP T-250 compatible network controller. The network controller will enable remote simultaneous operation of no less than four TRAP T-250 units. The network controller shall be capable of operating from 110v AC, or 24v DC via a standard military vehicle slave cable. The network controller shall be programmable to allow the operator to input specific control routines for individual TRAP units. These routines shall include automated commands to pan TRAP units through specific zones within their range of motion on a repeating basis or at specific times. The command language and architecture shall be sufficiently open as to allow operators to program additional automated behaviors, such as interfacing with external sensors to cause a specific response to a sensor input (i.e. slewing specific TRAP units under network control to aim at a point identified by an integrated sensor, switching from day to night cameras automatically when ambient light levels drop below a threshold value of a sensor output, etc.). Manual override of the routines would occur when the operator wishes to command particular TRAP units and would have the ability to resume once the operator relinquishes manual control. The network controller prototype shall be delivered in a dedicated, rugged, waterproof shipping container suitable for repeated transport and storage of said network controller and its components in typical military environments.

C.5.1 Specific Deliverables includes:

C.5.1.1 The contractor shall develop and deliver a field capable network controller to allow the remote operation of multiple TRAP T-250 units simultaneously.

C.5.1.2 The network controller shall be programmable to allow the operator to input specific control routines for individual TRAP units.

C.5.1.3 The controller shall feature at least four monitors to allow viewing of input from four TRAP T-250 units simultaneously.

C.5.1.4 The prototype shall be demonstrated at the contractor's facility and delivered to NSWCCD/MCWL in the appropriate reusable shipping/storage container at the end of the period of performance of the contract.

C.5.1.5 Deliverable items shall include a data document prepared by the contractor detailing the system hardware and performance specifications (not a formal drawing package or TDP).

C.6 Data - All data deliverables submitted to NSWCCD/MCWL must be in electronic form. Acceptable formats include Microsoft Word, Microsoft Excel, and Adobe PDF. Other formats may be acceptable upon Government approval.

C.6.1 Manuals and Documentation

C.6.1.1 The contractor shall supply NSWCDD/MCWL with updated manuals and documentation for the upgraded TRAP T-250 system including development items. These manuals must include:

C.6.1.1.1 Operator instructions

C.6.1.1.2 Assembly/disassembly instructions

C.6.1.1.3 Maintenance schedules and procedures

C.6.1.1.4 Boresighting procedures for off-axis aiming devices (thermal camera, security camera with digital cross-hair, etc)

C.6.1.1.5 Exploded parts diagrams

SECTION D Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0001 DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPO), DOD 5220.22-M dated January 1995.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor: Brian McConnell, G31
Naval Surface Warfare Center
17320 Dahlgren Road
Dahlgren, VA 22448-5100

SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
All	DAHLGREN VA	NSWCDD CODE G31	DAHLGREN VA	NSWCDD CODE G31

CLAUSES INCORPORATED BY REFERENCE:

52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

Amendment 0002
N00178-04-R-1031
Section F

SECTION F Deliveries or Performance

DELIVERY INFORMATION:

It is desired that all efforts under the contract be completed no later than 31 March 2005. Each offerer shall complete the delivery date for specific Contract Line Items in the table below in keeping with that timeframe. This will become the required delivery schedule upon contract award.

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001		Lot	1	Dest.	Naval Surface Warfare Center 17320 Dahlgren Road Dahlgren, VA 22448-5100 Attn: G31 (McConnell)
0002		Lot	1	Dest.	Naval Surface Warfare Center 17320 Dahlgren Road Dahlgren, VA 22448-5100 Attn: G31 (McConnell)
0003		Lot	1	Dest.	Naval Surface Warfare Center 17320 Dahlgren Road Dahlgren, VA 22448-5100 Attn: G31 (McConnell)
0004		Lot	1	Dest.	Naval Surface Warfare Center 17320 Dahlgren Road Dahlgren, VA 22448-5100 Attn: G31 (McConnell)
0005		Lot	1	Dest.	Naval Surface Warfare Center 17320 Dahlgren Road Dahlgren, VA 22448-5100 Attn: G31 (McConnell)
0006		Lot	1	Dest.	Naval Surface Warfare Center 17320 Dahlgren Road Dahlgren, VA 22448-5100 Attn: G31 (McConnell)

CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Stop-Work Order
52.247-34 F.O.B. Destination

AUG 1989
NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

Ddl-F20 RECEIVING HOURS OF OPERATION

All deliveries to the Receiving Officer, Dahlgren Division, Naval Surface Warfare Center, Dahlgren, VA shall be made Monday through Friday from 7:00 a.m. to 2:30 p.m., local time. Deliveries will not be accepted after 2:30 p.m. No deliveries will be made on government holidays.

Ddl-F21 ENTRANCE OF VEHICLES CARRYING ARMS, AMMUNITION, AND/OR EXPLOSIVES (AA&E)

This clause applies if AA&E materials are being delivered to NSWCDL. AA&E materials consist of ammunition, explosives, ordnance items (live loaded, empty and/or inert), and ordnance related items (live loaded, empty, and/or inert). Carriers of these materials are restricted from entering NSWCDL at any gate other than B Gate, which is located on Route 301 approximately 2 miles south of the Harry W. Nice Bridge. Deliveries of AA&E materials will be accepted Monday through Friday only between the hours of 0700 and 1430 local time. Vehicles arriving outside these hours shall proceed to B Gate where they shall contact the NSWCDL Security Officer for instructions.

Ddl-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

CLAUSES INCORPORATED BY FULL TEXT

Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION
CITATIONS

The payment office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice. ACRNs are cited by the contractor on each invoice in accordance with clause 5252.232-9000, 5252.232-9001, or 5252.232-9003, as appropriate.

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

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

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

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

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

(e) The contractor shall prepare:

___ a separate invoice for each activity designated to receive the supplies or services.

* ___ a consolidated invoice covering all shipments delivered under an individual order.

___ either of the above.

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

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE:

252.245-2 Government Property (Fixed-Price Contracts)

DEC 1989

CLAUSES INCORPORATED BY FULL TEXT

Ddl-H50 NOTICE OF INCORPORATION OF SECTION K

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors) will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

Government Furnished TRAP T-250

The successful offeror will be provided a Government Owned TRAP T-250 after contract award for the duration of the contract in accordance with FAR 45.310. See Section H Clause 52.245-2 for provisions related to the Government Furnished Property.

MINIMUM REQUIREMENTS

In order to be considered for award, the offeror must meet the following minimum requirements:

- 1. Facility** - The offeror shall have a facility that will support the assembly and evaluation of the required parts before delivery to the Government.
- 2. Trap T-250 Knowledge** - The offeror's key personnel shall have knowledge/expertise of the current Trap T-250 system.
- 3. Personal Computers/Software** - The contractor shall have personal computers and software, which will allow ready transfer of information between the contractor and the Government on floppy disk or other transportable storage media. Required software includes WORD, EXCEL, and POWERPOINT.

Amendment 0002
N00178-04-R-1031
Section I

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	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
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-3	Convict Labor	AUG 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
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.229-4	Federal, State And Local Taxes (Noncompetitive Contract)	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-2	Production Progress Reports	APR 1991
52.242-12	Report of Shipment (REPSHIP)	JUL 1995
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAY 2002
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996

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52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	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
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7014	Preference For Domestic Specialty Metals	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
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
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

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):

www.arnet.gov/far

www.acq.osd.mil/dp/dars/dfars

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 DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SECTION J List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

Ddl-J10 LIST OF ATTACHMENTS

NONE

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7017	Prohibition on Award to Companies Owned by the People's Republic of China	FEB 2000
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert

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

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

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

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

(End of provision)

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

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

**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**

(End of provision)

52.215-7 ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION (OCT 1997)

The offeror has [check the appropriate block]:

_____ (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ (insert date of signature on submission) that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows (insert changes that affect only this proposal; if "none," so state):

_____ (b) Enclosed its annual representations and certifications.

(End of provision)

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

The offeror represents that --

(a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It has, has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (FEB 1984)

The offeror represents that

(a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

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

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

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

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

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

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

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

(b) Representation. The Offeror represents that it:

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

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____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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

(End of provision)

Ddl-K20 AUTHORIZED NEGOTIATORS

The offeror shall provide the name and telephone number of personnel authorized to negotiate on behalf of the offeror:

In addition, the offeror shall provide a facsimile number and an email address to which correspondence and documents may be forwarded to the offeror, both prior to contract award and following contract award:

Facsimile:

Email:

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

CLAUSES INCORPORATED BY FULL TEXT

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (JUN 1988)

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

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
52.215-8	AMENDMENTS TO SOLICITATIONS	DEC 1989
52.215-10	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS	AUG 1996
52.232-13	NOTICE OF PROGRESS PAYMENTS	APR 1984

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

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

52.216-1 TYPE OF CONTRACT. (APR 1984)

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

52.233-2 SERVICE OF PROTEST. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Commander, Naval Surface Warfare Center, Dahlgren Division
Attn: Code XDC1
17320 Dahlgren Road
Dahlgren, VA 22448-5110

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

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING. (DEC 1991)

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will --

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLSC; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

SUBMISSION OF QUESTIONS BY POTENTIAL OFFERORS (MAY 1993) (NSWCDD)

It is the offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Statement of Work (SOW) and other solicitation documents attached hereto or incorporated by reference. All questions are requested in writing 01 June 2004.

PROPOSAL PREPARATION REQUIREMENTS

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

(1) Solicitation, Offer and Award Documents (SF 33 - RFP)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1. This document shall not be embellished with any covers or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in cover letter to the

proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualification.

(2) Technical Proposal

The technical proposal shall not contain any reference to price. The technical proposal shall be page numbered, contain a table of contents, be organized into the following sections, and contain the following information:

TITLE PAGE

TABLE OF CONTENTS

SECTION I - INTRODUCTION

This section shall provide background information and an overview of the proposal.

SECTION II – TECHNICAL UNDERSTANDING/CAPABILITY

This section should describe the offeror's approach in meeting the technical requirements of Sections B and C, and shall set forth in detail the planned technical approach for each of the following:

1. Hand-Held Controller
2. Mechanical Limit Stops
3. Slew-to-cue
4. Window Sill Mount
5. Field Capable Network Controller
6. Manuals and Documentation

SECTION III – MANAGEMENT CAPABILITY

This Section should provide a detailed discussion covering the following subfactors:

1. Management Plan
2. Key Personnel
3. Past Performance

The offeror include a brief description of recent corporate experience of the offeror and subcontractors for comparable types of effort as required by this solicitation. A list of relevant contracts completed in the last five years or currently in process including the following information for each contract should be provided:

1. Title
2. Contract Number
3. Contract Type
4. Contract Completion Date

-
5. Duration of contract (months)
 6. Contract Amount (\$)
 7. Contracting Agency (Include the names and telephone numbers of the Contracting Officer and the Technical Representative.)
 8. Contract Summary (A descriptive overview of the contract not exceeding one-half page.)

NOTE TO OFFEROR:

The Agencies listed above may be requested to complete a questionnaire concerning your performance on the listed contract. The results of this questionnaire will be utilized in scoring your past performance in this best value evaluation. CPARS information will be utilized to the extent possible.

(3) PRICE PROPOSAL

It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore the offeror is not required to submit or certify cost or pricing data with its proposal. If, after receipt of the proposals, the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.804-3, the offeror shall provide certified cost or pricing data as requested by the Contracting Officer.

It is requested that the following information be provided to support the pricing set forth in Section B.

- a. Proposal price for each line item by unit and/or unit and total price as appropriate.

(c) The proposal shall contain one each of the: Solicitation, Offer and Award Document (SF 33 - RFP); Technical Proposal; and Price Proposal which shall be clearly identified in the "Original" and bear the original signature(s) of the offeror. The following number of duplicate original copies of the proposed documents is also required.

	<u>Documents</u>	<u>Number of Copies</u>
(1)	Solicitation, Offer and Award Document (SF 33 - RFP)	2
(2)	Technical Proposal	6
(3)	Price Proposal	2

PROPOSALS NOT SELECTED

- (a) Non-selection of Acceptable Proposals

Non-selection of any proposal will mean that another acceptable proposal was deemed to be more advantageous to the Government, or that no proposals was accepted. Offerors whose proposals are not accepted will be so notified. Unsuccessful offerors may request a debriefing.

(b) Disposition of Proposals

After a Contractor has been selected, one copy of each unsuccessful proposal will be retained by the issuing office and the remainder will be destroyed. No destruction certificate will be furnished.
START DATE FOR USE IN COST PROPOSAL (MAY 1993) (NSWCDD)

In order to allow for procurement lead time and a fair and equal evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a contract start date of 15 July 2004. This date is only an estimate of the anticipated contract start date and will be used for the purpose of proposal evaluation only. A definitive contract start date will be incorporated into the contract award document.

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.215-1 Instructions to Offerors – Competitive Acquisition OCT 1997

Minimum Requirement.

Each offeror will be evaluated on the following minimum requirements. Failure to meet these requirements will render the proposal unacceptable.

- 1. Facility** - The offeror shall have a facility that will support the assembly and evaluation of the required parts before delivery to the Government.
- 2. Trap T-250 Knowledge** - The offeror's key personnel shall have knowledge/expertise of the current Trap T-250 system.
- 3. Personal Computers/Software** - The contractor shall have personal computers and software, which will allow ready transfer of information between the contractor and the Government on floppy disk or other transportable storage media. Required software includes WORD, EXCEL, and POWERPOINT.

CLAUSES INCORPORATED BY FULL TEXT

52.232-15 PROGRESS PAYMENTS NOT INCLUDED. (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

SINGLE AWARD FOR ALL ITEMS (JAN 1992)

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 responsive 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.

GREATEST VALUE EVALUATION (JAN 1992)

A. The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost/price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified that affects the evaluation factors for award. There are two (2) specific evaluation factors as follows that will be scored in the best value evaluation process. This scoring will be completed after a demonstration in your proposal that you meet the Minimum Requirements set forth in Section H, and as set forth above. Each of the Factors contains subfactors as identified below. Factor one (1), Technical Understanding/Capability, is significantly more important than

Factor (two), Management Capability. Subfactors in Factor one are listed in order of relative importance, however, subfactor one (1) is of greater importance, subfactors 2, 3, and 4 are approximately even, and of greater importance than subfactors 5 and 6. The Subfactors under Factor 2 are approximately equal in value.

(1) TECHNICAL UNDERSTANDING/CAPABILITY

The Technical Understanding/Capability, Section II of the Technical Proposal contain 6 subfactors as follows:

1. Hand-Held Controller
2. Mechanical Limit Stops
3. Slew-to-cue
4. Window Sill Mount
5. Field Capable Network Controller
6. Manuals and Documentation

(2) Management Capability, Section III of the Technical Proposal contains 3 subfactors as follows:

1. Management Plan
2. Key Personnel
3. Past Performance

B. Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in price may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. Since the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a weakness or deficiency is identified.

C. Although price is not scored, it is an important factor. The degree of importance of the price will increase with the degree of equality of the proposals in relation to the other factors on which selection will be based.

D. The Government prefers to award a contract on the basis of the initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted with only those offerors determined to have a reasonable chance for award.

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