

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE	OF PAGES			
1. REQUEST NO. N00174-04-Q-0046		2. DATE ISSUED 04-Feb-2004		3. REQUISITION/PURCHASE REQUEST NO. 40081877		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING C9e	
5a. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE. ATTN: BRENDA PRICE 1143B PRICEBL@H.NAVY.MIL INDIAN HEAD MD 20640-5035				6. DELIVER BY (Date) SEE SCHEDULE					
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) BRENDA PRICE 301/744-6570				7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)					
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE				9. DESTINATION (Consignee and address, including ZIP Code) SEE SCHEDULE					
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 25-Feb-2004									
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.									
11. SCHEDULE (Include applicable Federal, State, and local taxes)									
ITEM NO. (a)	SUPPLIES/ SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)		
SEE SCHEDULE									
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %		b. 20 CALENDAR DAYS %		c. 30 CALENDAR DAYS %		d. CALENDAR DAYS No. %	
NOTE: Additional provisions and representations [] are [] are not attached.									
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION				15. DATE OF QUOTATION	
				16. NAME AND TITLE OF SIGNER (Type or print)				TELEPHONE NO. (Include area code)	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MK 125 MOD 2 RATO NOZZLE BODY IN ACCORDANCE WITH (IAW) DRAWING (DWG) X1560AS173, ATTACHEMENT (1) AND ONE (1) CASTING MOLD	15	Each	\$	\$

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (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-----

(End of provision)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
(OCT 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iv) 52.225-13, Restrictions on Certain Foreign Purchases (Oct 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Oct 2003).
- (v) 52.233-1, Disputes (Jul 2002).
- (vi) 52.244-6, Subcontracts for Commercial Items (APR 2003).
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Sept 2002) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).
- (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).
- (vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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/

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332993.

(2) The small business size standard is 1500 each.

(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 the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

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

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

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

___ Black American.

___ Hispanic American.

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

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

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

___ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

"Small business concern," 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; or

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

(d) Notice.

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

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

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

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

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

(End of provision)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not

small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

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

The offeror represents that --

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

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

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

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

(End of provision)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

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

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the

contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<u>HOLIDAY</u>	<u>DATE OF OBSERVANCE</u>
New Year's Day	01 January (Tuesday)*
Martin Luther King's Birthday	21 January (Monday)*
President's Day	18 February (Monday)*
Memorial Day	28 May (Monday)*
Independence Day	4 July (Wednesday)*
Labor Day	3 September (Monday)*
Columbus Day	15 October (Monday)*
Veteran's Day	12 November (Monday)*
Thanksgiving Day	22 November (Thursday)*
Christmas Day	25 December (Tuesday)*

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.

Receiving Branch (BLDG. 116)	7:30 A.M	11:00 A.M
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

IHD SAP 1 INVOICE MAILING INSTRUCTIONS

MAIL INVOICE TO:

INDIAN HEAD DIVISION, NSWC
COMPTROLLER DEPARTMENT, CODE 021
ACCOUNTING AND FINANCE DIVISION BLDG. 1601
101 STRAUSS AVENUE
INDIAN HEAD, MD 20640-5035

POC: Melissa Kihm (301) 744-6368

Note: It is extremely important that your invoice is mailed to the address cited above. **Failure to do so will result in a delay of your payment.** Informational copies of the invoice may be mailed to the contract administrator and/or the technical point of contact; however, the official invoice **MUST** be mailed to the Indian Head Comptroller Department.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

INSPECT AND ACCEPTANCE OF
ALL MATERIALS TO BE AT
DESTINATION BY THE RECEIVING
ACTIVITY

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
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DELIVERY INFORMATION

CLIN DELIVERY DATE

0001 90 days after date of order

SHIP TO ADDRESS

NAVSEA INDIAN HEAD
RECEIVING OFFICER
BUILDING 116
101 STRAUSS AVE
INDIAN HEAD MD 20640-5035

POC: Steve Januszko, 4120J, 301-744-1428

MOLDS AND CAST PARTS TO BE DELIVERED WITH LINE ITEM 0001

INSTRUCTIONS TO OFFERORS**Instructions to Offerors and Evaluation Factors for Award****THE OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:**

Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The government will consider any failure on the part of the offeror to comply with both the letter and the spirit of these instructions to be an indication of the type of conduct it can expect during performance under the purchase order. Therefore, the Government encourages offerors to contact the contracting officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

Offerors are required to follow these specific instructions in submitting their information. Each offeror's submission shall be screened by the Contracting Officer or a designee upon receipt to insure compliance with the instructions contained in the RFQ. Elimination of an offeror for failure to follow the specific instructions in the RFQ is at the sole discretion of the Contracting Officer.

Exceptions: Offerors are not encouraged to take exceptions to this solicitation however, any exceptions taken to the specification, terms and conditions, or the solicitation in general shall be explained in detail and set forth in a cover letter. Offerors are to detail the particular clause, paragraph, and page to which they are taking exception.

OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS:

1. Price
2. Past Performance

1. Price – The offeror shall provide an executed copy of the RFQ with all pricing appropriately filled-in and all representations/certifications completed.

2. Past Performance - Past performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complies with federal, state, and local laws and regulations.

Offerors must provide the past performance information or affirmatively state in writing that it possesses no relevant past performance information. Failure to do so may result in the offer being determined unacceptable. Offeror shall provide a minimum of three references on the Past Performance Matrix, (Enclosure 1). The references should be able to provide information regarding the offerors past performance during the past three (3) years regarding: (1) the quality and timeliness of the offerors work; (2) the reasonableness of its prices, costs, and claims; (3) the reasonableness of its business behavior – its willingness to cooperate and helpfulness in solving problems; (4) its concern for the interests of its customers; and (5) its integrity. The Past Performance Matrix shall contain the following information:

- a) Contract Number
- b) Who was the contract with (name of agency/company)
- c) Point of contact and telephone number of the contracting officer or contracting officer's representative
- d) Dollar value of the contract
- e) Detailed description of the work performed
- f) Was work completed on time with a quality product delivered without any degradation in performance or customer satisfaction
- g) Number, type, severity of quality, service, or cost problems in performing the

contract, corrective action taken, if any, and the effectiveness of the corrective action.

The offeror will submit the Past Performance Questionnaire (Enclosure 2) to each of the references listed on the Past Performance Matrix. The offeror shall instruct the references to complete the Past Performance Questionnaire and return it no later than 25 FEB 2004 directly to:

Naval Surface Warfare Center
101 Strauss Avenue
Indian Head MD 20640-5035
Attn: Brenda Price, Code 1143B, Bldg. 1558

The past performance questionnaires may be faxed to Brenda Price's attention at (301)744-6670 or e-mailed to pricebl@ih.navy.mil

The offerors selected references must be listed on the Past Performance Matrix. **Failure of the references to submit the Past Performance Questionnaire to the contract specialist within the requested timeframe may result in the inability of the government to rank the offeror's past performance.**

EVALUATION FACTORS FOR AWARD

1. Since an Offeror must comply with the instructions contained in the Instructions to Offerors it behooves an offeror to read carefully the instructions as the Contracting Officer may eliminate an Offeror from further consideration for failure to comply with the instructions. In deciding which of the offerors, complying with the instructions, is the best overall value the government will consider the following factors:

1.) Price - Price will be evaluated by the Contracts personnel to determine fair and reasonableness through the most appropriate method available.

2.) Past Performance - Past Performance shall be evaluated based on information received from the references submitted by each offeror and/or based on the Government's own knowledge based on experience with prior or current contracts with an offeror. The assigned ratings shall be based on the following:

Excellent - A significant majority of the sources of information are consistently firm in stating that the offeror's performance was superior, and they would unhesitatingly do business with the offeror again. Complaints are negligible or unfounded.

Good - Most sources of information state that the offeror's performance was good, deliverables are on time and meet contract requirements and they would be willing to do business with the offeror again. Complaints are few and relatively minor. Performance met expectations. Requests for cost adjustments and extensions of contract periods of performance are very infrequent. When a problem arises, the offeror reacts in a prompt, efficient, and effective manner to resolve the problem and minimize any delays.

Average - The offeror's performances were between good and average and consideration would take part in awarding a contract to the offeror again. The contractual performance reflects a problem for which the contractor has not yet identified corrective actions.

Poor - A significant majority of sources of information are consistently firm in stating that performance was entirely unsatisfactory and that they would not, under any circumstances, do business with the offeror again. Customer complaints are substantial or numerous and well founded. Offeror has either

presented no persuasive evidence of having taken appropriate corrective actions that will guard against such conduct in the future or it appears unlikely that the corrective action will be effective. The government/company and the offeror have expended a significant amount of time, effort, and cost in resolving problems. Failure to perform consistently has resulted in terminations and failure to provide customer service.

Neutral - Offeror has asserted that offeror does not possess any relevant directly related or similar past performance. The offeror receives no merit or demerit for this factor.

2. The government shall award a purchase order resulting from this solicitation to the responsible offeror whose submission, complying with the instructions and conforming to the solicitation, represents the best overall value on the basis of an integrated assessment of the evaluation factors for award. Once all evaluations are completed the government will make a series of comparisons among the offerors by comparing the past performance evaluation ratings and the proposed prices. From these comparisons the government will determine the offeror who offers the best value to the government. This is a subjective evaluation process.

Past Performance Matrix

N00174-04-Q-0046

References	Contract # and \$ Value	Work Description	Contract Completed on Time YES / NO	Contract Completed at Cost YES / NO (if no % of overrun)	Provide Explanation for NO answers

References column shall include government activity/ company name, address, POC and telephone number.

SOURCE SELECTION INFORMATION (SEE FAR 3.104) Enclosure (1)

**PAST PERFORMANCE QUESTIONNAIRE COVER SHEET
FOR SOLICITATION NUMBER N00174-04-Q-0046**

Name of offeror questionnaire is being completed for: _____

Name of company completing questionnaire: _____

Name of the person and title completing questionnaire: _____

Length of time your firm has been involved with the offeror: _____

Type of work performed by referenced offer:

SUBMIT PAST PERFORMANCE QUESTIONNAIRE TO:

NAVAL SURFACE WARFARE CENTER
101 Strauss Avenue, Bldg. 1558
Indian Head MD 20640- 5035
Brenda Price, Contract Specialist, Code 1143B

BY: 25 FEB 2004

The past performance questionnaires may be faxed to Georgia Warder's attention at (301)744-6670 or e-mailed to pricebl@ih.navy.mil
Enclosure 2

SOURCE SELECTION INFORMATION (SEE FAR 3.104)

PAST PERFORMANCE QUESTIONNAIRE INTERVIEW SHEET

SOLICITATION NUMBER: N00174-04-Q-0046**RATING SCALE**

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question then you should mark "N/A".

EVALUATION CRITERIA

- Excellent -** The offeror's performance was consistently superior. the contractual performance was accomplished with few minor problems for which corrective action taken by the contractor was highly effective.
- Good -** The offeror's performance was good, better than average, Etc., and they would willingly do business with the offeror again. The contractual performance was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
- Neutral -** No record exists.
- Average -** The offeror's performance was between good and average and consideration would take part in awarding a contract to the offeror again. The contractual performance reflects a problem for which the contractor has not yet identified corrective action.
- Poor -** The offeror's performance was entirely unsatisfactory and they would not do business with the offeror again under any circumstances. The contractual performance of the element being assessed contains problems for which the contractor's corrective actions appear to be or were ineffective.

Enclosure 2

SOURCE SELECTION INFORMATION (SEE FAR 3.104)

SOLICITATION NUMBER: N00174-04-Q-0046**CUSTOMER SATISFACTION**

1. The referenced contractor was responsive to the customers needs. E G N A P N/A
2. The contractor's personnel were qualified to meet the requirements. E G N A P N/A
3. The contractor's ability to accurately estimate costs. E G N A P N/A

TIMELINESS

4. The contractor's ability to ensure, to the extent of its responsibility, that all tasks were completed within the requested time frame. E G N A P N/A

TECHNICAL SUCCESS

5. The contractor had a clear understanding of the work detailed in the SOW. E G N A P N/A
6. The contractor's ability to complete tasks correctly the first time. E G N A P N/A
7. The contractor's ability to resolve problems. E G N A P N/A

QUALITY

8. The contractor's quality and reliability of services delivered. E G N A P N/A
9. Quality, reliability, and maintainability of hardware delivered. E G N A P N/A

Enclosure 2

SOURCE SELECTION INFORMATION (SEE FAR 3.104)

SOLICITATION NUMBER: N00174-04-Q-0046

PLEASE PROVIDE SUBJECTIVE REPOSES FOR THE FOLLOWING:

10. Would you recommend this contractor for similar government contracts? Please explain:
11. Have you experienced special or unique problems with the referenced contractor that we should be aware of in making our decision?
12. In summary, which of the following would you choose to describe the quality of the referenced contractor's service(s)/product(s):
- Significantly better than acceptable
 - Slightly better than acceptable
 - Acceptable
 - Slightly less than acceptable
 - Entirely unacceptable
13. In summary, which of the following would you choose to describe reference contractor's willingness to cooperate to resolve performance disagreements:
- Highly cooperative
 - Cooperative
 - Somewhat uncooperative
 - Highly uncooperative

Thank you for taking the time to complete the above information.

Interviewers Name: _____, Date _____.

Enclosure 2

SOURCE SELECTION INFORMATION (SEE FAR 3.104)

CLASSIFICATION OF CHARACTERISTICS (DOD-STD-2101)	
CRITICAL-	NONE
MAJOR-	12
MINOR-	ALL OTHER CHARACTERISTICS

SHEETS		REVISIONS			
3	2	REV	DESCRIPTION	DATE	APPROVAL

CAD MAINTAINED. CHANGES SHALL BE INCORPORATED BY THE DESIGN ACTIVITY.

NOTES:

1. INTERPRET DRAWING IN ACCORDANCE WITH ASME Y14.100-2000, APPENDICES B THRU E.
2. UNLESS OTHERWISE SPECIFIED:
REMOVE BURRS AND BREAK SHARP EDGES .015 MAX.
FILLET RADIUS .010 TO .020.
SURFACE TEXTURE 250

3. PROTECTIVE FINISH: PASSIVATE PER SAE AMS-00-P-35, SOLUTION TYPE II OR TYPE VIII.

- (M101) 4. AFTER HYDROTEST MAGNETIC PARTICLE INSPECT IN ACCORDANCE WITH ASTM E 1444, PARTICLE APPLICATION SHALL BE THE WET CONTINUOUS METHOD WITH FLUORESCENT PARTICLES. ALL ITEMS MUST MEET THE REQUIREMENTS OF MIL-STD-1907, GRADE A.

5. IDENTIFICATION, AND MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-130. STAMP DRAWING NO. AND REVISION LETTER IN .125 HIGH CHARACTERS, LOCATE APPROXIMATELY WHERE SHOWN USING INK, COLOR BLACK, NO. 37038, PER FED-STD-595.

- (M102) 6. NOZZLE BODY MATERIAL: 17-4PH STAINLESS STEEL, H1025 PER SAE AMS 5355.

7. ACCEPTABILITY OF SCREW THREADS SHOWN ON THIS DRAWING SHALL BE BASED ON SYSTEM 21, ANSI/ASME B1.3M.

8. UNLESS OTHERWISE SPECIFIED ALL RADIUS SHALL BE .125.

9. THE NOZZLE BODY SHALL WITHSTAND A HYDROSTATIC PROOF TEST OF 1900 ± 50 PSIG FOR ONE (1) MINUTE, NO LEAKAGE OR PERMANENT DEFORMATION PERMITTED. PROCEDURE TO BE APPROVED BY THE PROCURING ACTIVITY.

10. RADIOGRAPHIC INSPECT IN ACCORDANCE WITH ASTM E 1742. EVALUATE DEFECTS IN ACCORDANCE WITH SAE-AMS-STD-2175, CLASS 2, GRADE C.

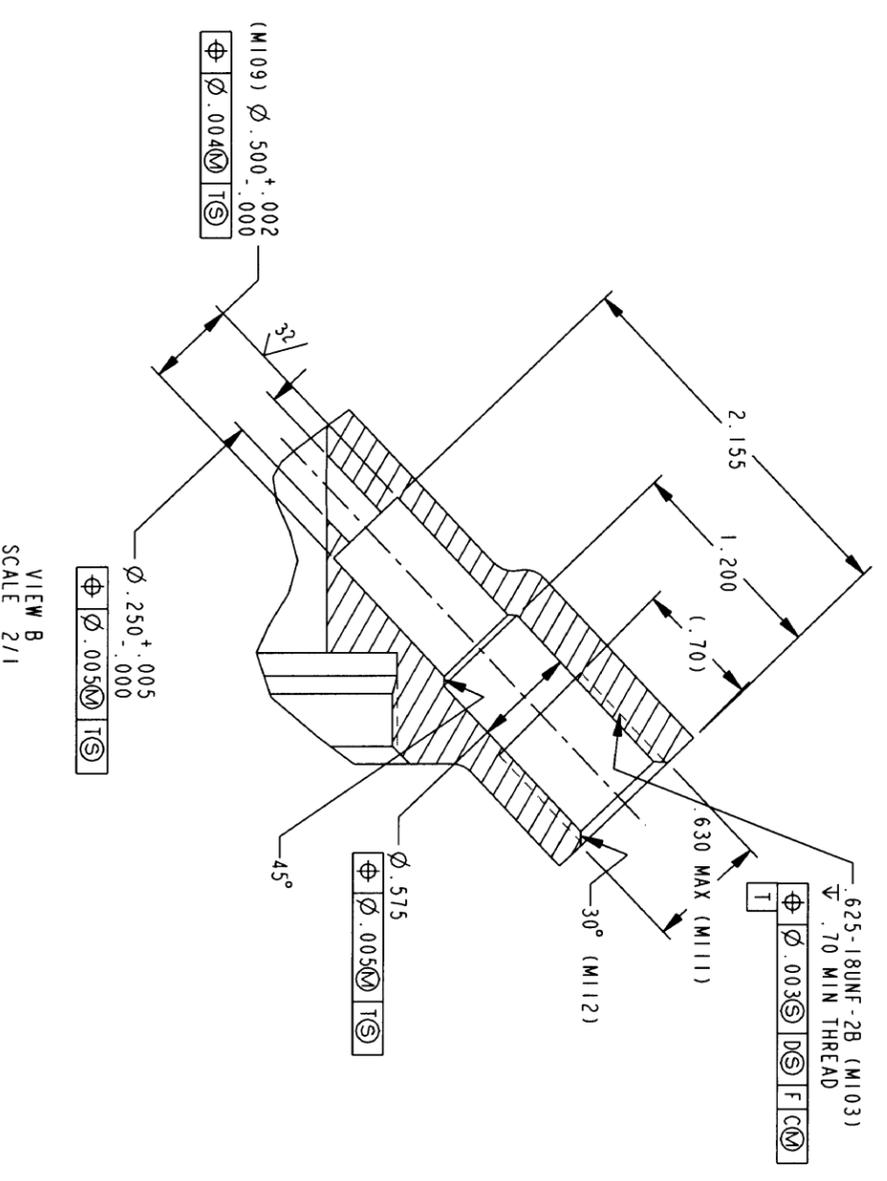
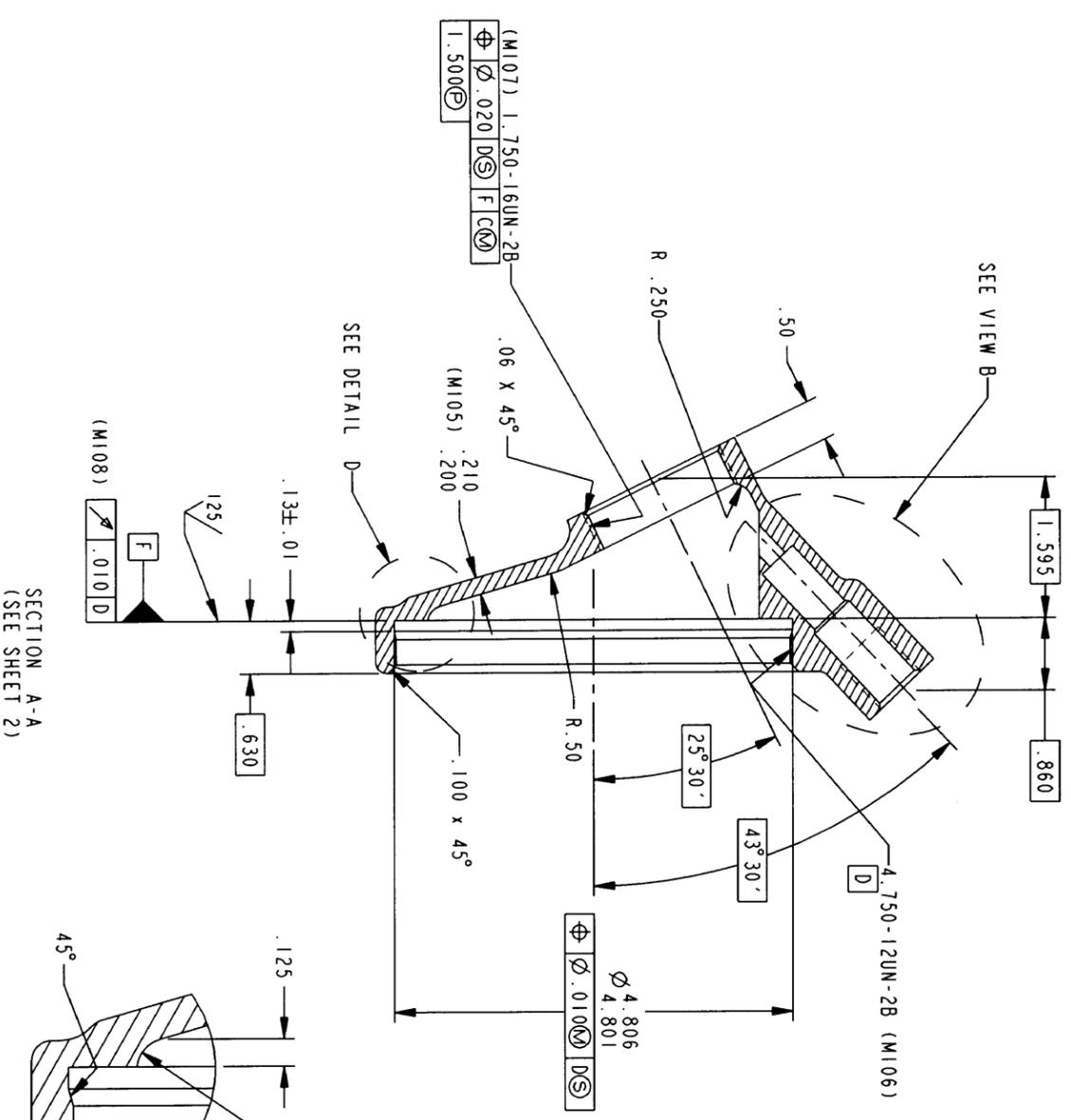
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES GENERAL TOLERANCES XX DECIMALS ± .03 XXX DECIMALS ± .010 ANGLES ± 5°		INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER INDIAN HEAD, MD 20640-5035		DEPARTMENT OF THE NAVY NAVAL AIR SYSTEMS COMMAND WASHINGTON, D.C. 20361	
MATERIAL: 		ENGINEER		SIZE	D
		ENGINEER		CAGE CODE	30003
		CHECKED	NSK/HH	DRAWING NUMBER	X1560AS173
		DRAWN		DATE	2003-07-30
DO NOT SCALE DRAWING		APPROVED FOR MAINT		SCALE: 1/1	WEIGHT: ...
1560AS196	DL1560AS170			SHEET 1 OF 3	
NEXT ASSY	USED ON				
APPLICATION					

DISTRIBUTION STATEMENT A. APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.

BODY, NOZZLE

REVISIONS		
REV	DESCRIPTION	DATE

CAD MAINTAINED. CHANGES SHALL BE INCORPORATED BY THE DESIGN ACTIVITY.



DETAIL D
SCALE 2/1

SIZE	CAGE CODE	DRAWING NUMBER
D	30003	X1560AS173
SCALE: 1/1	WEIGHT: ...	SHEET 3 OF 3