REQUEST FOR QUOTATIONS *(THIS IS NOT AN ORDER)*	THIS RFQ [X] IS [ ] IS NOT A SMALL BUSINESS SET-ASIDE	PAGE 1 OF PAGES 26

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
N00164-13-T-0174	18-Jul-2013			DO-A3

5a. ISSUED BY
NAVAL SURFACE WARFARE CENTER CRANE DIV
R. HUGHES (812-854-2664)
BLDG 64
300 HWY 361
CRANE IN 47522-5001

6. DELIVER BY *(Date)*
SEE SCHEDULE

7. DELIVERY
[X] FOB DESTINATION [ ] OTHER *(See Schedule)*

5b. FOR INFORMATION CALL: *(Name and Telephone no.) (No collect calls)*
RALPH M. HUGHES

8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE

9. DESTINATION *(Consignee and address, including ZIP Code)*
NAVAL SURFACE WARFARE CENTER CRANE DIV
PATTY FARQUER
BLDG 3330 S CODE WXMQM
300 HIGHWAY 361
CRANE IN 47522-5001
TEL: 812-854-6244 FAX:

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS:
(Date) 02-Aug-2013

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)*

Section SAP - SAP Continuation Sheet

ITEM NO	SUPPLIES/SERVICES	QTY	U/I	UNIT PRICE	AMOUNT
0001	FIBER CABLE P/N M85045/17-02P Only QPL manufacturers or their authorized distributor quotes will be accepted. This may result in considering multiple awards. Each = 1 Foot FOB Destination Early and Partial deliveries, at no additional cost to the government, is acceptable. FSC/PSC: 6020 FOB: Destination FFP	1,200	Each		

ITEM NO	SUPPLIES/SERVICES	QTY	U/I	UNIT PRICE	AMOUNT
0002	FIBER CABLE P/N 84045/18-01P Only QPL manufacturers or their authorized distributor quotes will be accepted. This may result in considering multiple awards. Each = 1 Foot FOB Destination Early and Partial deliveries, at no additional cost to the government, is acceptable. FSC/PSC: 6020 FOB: Destination FFP	1,800	Each		

ITEM NO	SUPPLIES/SERVICES	QTY	U/I	UNIT PRICE	AMOUNT
0003	FIBER CABLE P/N M85045/18-02P Only QPL manufacturers or their authorized distributor quotes will be accepted. This may result in considering multiple awards. Each = 1 Foot FOB Destination Early and Partial deliveries, at no additional cost to the government, is acceptable. FSC/PSC: 6020 FOB: Destination FFP	5,000	Each		

ITEM NO	SUPPLIES/SERVICES	QTY	U/I	UNIT PRICE	AMOUNT
0004	FIBER CABLE P/N M85045/23-02 Only QPL manufacturers or their authorized distributor quotes will be accepted. This may result in considering multiple awards. Each = 1 Foot FOB Destination Early and Partial deliveries, at no additional cost to the government, is acceptable. FSC/PSC: 6020 FOB: Destination FFP	600	Each		

ITEM NO	SUPPLIES/SERVICES	QTY	U/I	UNIT PRICE	AMOUNT
0005	CABLE P/N 2XS07 (M24640/9) Only QPL manufacturers or their authorized distributor quotes will be accepted. This may result in considering multiple awards. Each = 1 Foot FOB Destination Early and Partial deliveries, at no additional cost to the government, is acceptable. FSC/PSC: 6020 FOB: Destination FFP	1,500	Each		

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	18-SEP-2013	1,200	NAVAL SURFACE WARFARE CENTER CRANE DIV PATTY FARQUER BLDG 3330 S CODE WXMQM 300 HIGHWAY 361 CRANE IN 47522-5001 812-854-6244 FOB: Destination	N00164
0002	18-SEP-2013	1,800	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0003	18-SEP-2013	5,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0004	18-SEP-2013	600	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0005	18-SEP-2013	1,500	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164

CLAUSES INCORPORATED BY REFERENCE

52.204-13	Central Contractor Registration Maintenance	DEC 2012
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2012

52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.232-23	Assignment Of Claims	JAN 1986
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.246-1	Contractor Inspection Requirements	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.211-7003	Item Identification and Valuation	JUN 2011
252.223-7008	Prohibition of Hexavalent Chromium	MAY 2011
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUNE 2013)

(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 (MAR 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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 2008).

(v) 52.233-1, Disputes (JUN 2008).

(vi) 52.244-6, Subcontracts for Commercial Items (JAN 2011).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(viii) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

(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) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at $25,000 or more).

(ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) 52.222-20, Walsh-Healey Public Contracts Act (OCT 2010) (41 U.S.C. 35-45) (Applies to supply contracts over $15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212) (applies to contracts of $100,000 or more).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). (Applies to contracts over $15,000, 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.)

(vi) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212) (applies to contracts of $100,000 or more).

(vii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (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.).

(viii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(ix) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(x) 52.225-1, Buy American Act--Supplies (FEB 2009) (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.)

(xi) 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.)

(xii) 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.)

(xiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (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 (DEC 2010) (Applies to contracts over $30,000).

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

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247) (Applies to contracts greater than $25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 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):

http://farsite.hill.af.mil

(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)

CNIN-NOTICE-0002 NSWC CRANE GENERAL PROCUREMENT INFORMATION (JAN 2013)

HANDLING OF INFORMATION BY CONTRACTOR SUPPORT PERSONNEL
Contractors are hereby notified that contractor support personnel within the NSWC Crane Contracting Department may be handling Bid and Proposal or Quote data as well as other correspondence and documentation concerning this action. Non-disclosure statements have been executed by all contractor support personnel participating in the process and are maintained by NSWC Crane.

BUSINESS HOURS
NSWC Crane Division allows flexible working hours for its employees. The core time when all employees are scheduled to work is 9:00 am to 3:00 pm (local time).

TAX EXEMPTION
Section 39(A) and Section 6 of the Indiana Gross Income Tax Act of 1933, specifically exempts NSWC Crane Division as a government activity from any payment of sales and use taxes.
The assigned Exemption Number is 0018103400015

VENDOR SURVEY
The NSWC Crane Contracting Office's mission is to provide responsive, best-value contracting and acquisition support for all customers, accomplished in partnership with industry, academia, and other Government activities, while maintaining the public's trust and fulfilling public policy objectives. In an effort to continually improve our services, the Contracting Office is conducting a survey of our vendors. Your comments will help us determine if we are accomplishing our mission and provide recommendations for ways to improve our processes. Please consider taking the time to complete the survey which can be accessed at the following address:

http://www.navsea.navy.mil/nswc/crane/working/contracting/Lists/Vendor%20Survey/overview.aspx.

NSWC CRANE VISITOR INFORMATION: PORTABLE ELECTRONIC DEVICE POLICY

NSWC Crane has implemented full compliance with the NAVSEA Access and Movement Control Instruction 5510.2C, dated 7 August 2012, which restricts the use of portable electronic devices (PEDs) in all NAVSEA spaces. The policy states all government civilian, military and contractor personnel assigned to NSWC Crane and all visitors are prohibited from bringing any device or equipment capable of recording, transmitting or exporting photographic images or audible information of any kind into NSWC Crane spaces when classified information, Unclassified Naval Nuclear Propulsion Information (UNNPI) or other Controlled Unclassified Information (CUI) is exposed, unless specifically authorized by NSWC Crane. CUI may be present in any NSWC Crane space, making these personal devices prohibited throughout NSWC Crane spaces. For the purpose of this policy, “spaces” include outdoor ranges and test areas. These devices can be used in non-NSWC Crane areas and EastGate and WestGate are not currently covered by this policy. NSWC Crane areas will be clearly marked.

This includes, but is not limited to, personal computers, personal portable electronic devices (PEDs), electronic voice recorders and tape recorders. Personal PEDs include cellular telephones (including smartphones), devices like iPods and MP3 players, two-way pagers, personal digital assistants (PDAs), removable storage devices and handheld tablet/laptop computers. This also includes e-readers (kindles and nooks), as new versions of these devices contain cameras and distinguishing models is not evident by sight alone. One-way pagers are allowed for fire, safety and security purposes.

RAPIDGate NSA/NSWC CRANE INSTALLATION ACCESS
For contracts which include the FAR 52.204-9 Personal Identity Verification of Contractor Personnel or will otherwise require frequent access to Naval Support Activity (NSA)/NSWC Crane site, the Contractor shall consider taking advantage of the benefits available from the following RAPIDGate program:

NSA/NSWC Crane is implementing the Navy Commercial Access Control System (NCACS) projects. The NCACS is the standard identity management and perimeter installation access control solution for the access management of vendors, contractors, suppliers and service providers who are not authorized a Common Access Card (CAC). The rationale for implementation of this system is to increase security while reducing impacts to the contractor community by improving efficiencies for base entry.

The new protocol being implemented to fulfill this NCACS requirement is the RAPIDGate system. The system meets Presidential Directive (HSPD-12) requirements by providing background checks of contractor personnel. A personal badge that affords base access (and/or multiple base access) for one year will be issued to each Contractor employee that meets background check criteria. While Contractors are not required to participate in this program, those Contractors who choose not to participate will be required to obtain daily passes for base access.

There are costs for contractors to participate in the RAPIDGate program which include a fee for the Contractor’s form and a fee per Contractor employee. Costs to participating Contractors are recaptured through increased productivity of their employees due to the reduction in waiting times at the Pass and Identification Office and Entry Control Point (ECP). Costs shall not be directly billed to the Government. The costs to participate in the RAPIDGate program are identified in the table below.

A Government Sponsor is required to validate a Contractor's request for RAPIDGate access, and shall be the Contracting Officer's Representative (COR). If there is no COR, then the Government Sponsor is the Contracting Officer (KO).

The Government does not guarantee the contractor's successful enrollment or the successful enrollment of any contractor employees in the RAPIDGate program. Significant delays may result from choosing to access the installation by obtaining a one day pass. The Government will not be held responsible for any access delays associated with using the daily pass process. Please address any questions or concerns regarding RAPIDGate to the COR or the local Base Security Office personnel listed below.

NSA/NSWC Crane RAPIDGate Primary Program Point of Contact is Jon Thomas, and can be reached at Jon.M.Thomas@Navy.mil or at 812-854-5624. NSA/NSWC Crane RAPIDGate Secondary Program Point of Contact is Larry Patterson, and can be reached at Larry.Patterson@Navy.mil or 812-854-5642.

Additional information is available at http://www.rapidgate.com/rapidgate

RAPIDGate Pricing—(Subject to change without notice):

Program	Enrollment	Price
Single Installation	Company	$199.99 annually
Single Installation	Employee	$159.00 annually
Enterprise (Multiple installations)	Company	$249.00 annually - 2 or more installations
Enterprise (Multiple installations)	Employee	$199.00 annually - 2 or more installations
90 day Option	Employee	$59.00 per 90 days
Replacement Credential	Employee	$30.00 per credential

NSWC CRANE RECEIVING FACILITY SCHEDULE

Contractors shall schedule deliveries to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. Eastern Standard Time (EST). The receiving facility is closed on Saturdays and Sundays.

CNIN-SAP-001 PAYMENT INSTRUCTIONS (JAN 2013)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at https://www.acquisition.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at https://wawf.eb.mil/.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

COMBO

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Destination / Destination

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	____
Issue By DoDAAC	N00164
Admin DoDAAC	N00164
Inspect By DoDAAC	N/A
Ship To Code	N00164
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system. stephanie.toy@navy.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

____

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

NON-WAWF INVOICE INSTRUCTIONS

For invoices that CANNOT be submitted via WAWF because the DFAS office is not WAWF enabled, requires NSWC Crane's LPO certification, or if the vendor is a foreign vendor and does not have a U.S. bank account: Submit invoices in hard copy in accordance with the submission of invoice clause herein to the address below if different than page 1:

NSWC CRANE ERP
VENDOR PAY
CODE 008121 BLDG 64
300 HWY 361
CRANE IN 47522-5001

Or e-mail the invoice to the following address: CRAN_VendorPay@navy.mil
The subject line of the e-mail must read as follows: Company Name/ Contract Number/ Order Number

For WAWF questions, contact the NSWC Crane point of contact via e-mail:
Cran_Acquisitn_WAWF@navy.mil

To determine whether a DFAS is WAWF-enabled, review the following website: https://wawf.eb.mil

HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative

(COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

PAYMENT STATUS INQUIRIES

The status of invoice payments can be obtained through the **MOCAS myInvoice (formerly New VPIS)** at the following:
https://myinvoice.csd.disa.mil/

It is recommended that the vendor download the "myInvoice Report/Query Instructions", "Registration Instructions", and "myInvoice Status Code Document". Registration is required before payment inquiries can be made.

Vendors should register on-line and will be granted access to the myInvoice system if their registration information matches their company information in the CCR. Vendors are limited viewing only their data as defined by the CAGE/DUNS/TIN combinations.

You may also contact a DFAS Paying Office Vendor Pay Customer Service offices listed below:

F03000	DFAS Dayton	1-800-756-4571 - option 2, option 3
F67100	DFAS Limestone	1-800-756-4571 - option 2, option 3
HQ0105	DFAS Indianapolis	1-888-332-7366
HQ0131	DFAS Columbus Caps	1-800-756-4571 - option 2, option 2
HQ0248	DFAS Rome	1-800-553-0527
HQ0250	DFAS Rome	1-800-553-0527
HQ0251	DFAS Columbus Navy	1-800-756-4571 - option 2, option 4
HQ0302	DFAS Rome	1-800-553-0527
HQ0303	DFAS Rock Island	1-800-756-4571 - option 2, option 5
HQ0304	DFAS St. Louis	1-800-756-4571 - option 2, option 5
HQ0337	DFAS Columbus North	1-800-756-4571 - option 1
HQ0338	DFAS Columbus South	1-800-756-4571 - option 1
HQ0339	DFAS Columbus West	1-800-756-4571 - option 1
HQ0347	DFAS Indianapolis	1-888-332-7366
HQ0490	DFAS Indianapolis	1-888-332-7366
HQ0672	DFAS Rome	1-800-553-0527
M67443	DFAS Kansas City	1-800-756-4571 - option 2, option 4
N0024B	Navy_ERP NAVSEA HQ	1-202-781-3145
N62828	Navy_ERP NSWC Crane	cran_vendorpay@navy.mil
N64142	Navy_ERP NAWCAD	1-732-323-1082
	(Patuxent River, Lakehurst and NAVAIR HQ)	
N68732	DFAS Cleveland	1-800-756-4571 option 2 and 4
	(Now pays DFAS Charleston N68892, DFAS Pensacola N68566, DFAS San Diego N68688)	
SL4701	DFAS Columbus EBS	1-800-756-4571 option 2 and 2

To determine which system to use or which payment office to call see the following blocks of your contract document for payment offices designation:

Document	Block
SF 26 Award/Contract	12
SF 33 Award/Contract	25

SF 1449 Solicitation/Contract/Order for Commercial Items	18a
DD1155 Order for Supplies or Services	15

PROMPT PAYMENT CONSTRUCTIVE ACCEPTANCE

Constructive Acceptance as defined in the Prompt Payment Act is hereby changed to:

For the sole purpose of computing an interest penalty that might be due the contractor, government acceptance shall be deemed to have occurred constructively on the 7th day after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision.

Section SAP Prov - SAP Provisions

CLAUSES INCORPORATED BY REFERENCE

52.204-7 Central Contractor Registration DEC 2012

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUNE 2013)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334417 [insert NAICS code].

(2) The small business size standard is 500 [insert size standard].

(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)(1) If the provision at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

( ) Paragraph (d) applies.

( ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business).This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,494, the provision with its Alternate II applies.

(D) If the acquisition value is $77,494 or more but is less than $100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services–Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through https://www.acquisition.gov.

After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be DX rated order; X DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012) - ALTERNATE I (APR 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334417 (insert NAICS code).

(2) The small business size standard is 500 (insert size standard).

(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) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

(i) It ( ) is, ( ) is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ----------.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It ( ) is, ( ) is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ----------.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(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 it ( ) is, ( ) is not a veteran-owned small business concern.

(7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(8) [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)(8)(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.

(9) (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 service-disabled 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)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

( ) (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

( ) (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(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.

(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)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. (DEC 2012)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

252.225-7000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2012)

(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

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

(ii) For end products other than COTS items, 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:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of ``domestic end product'':

(Line Item Number)----------

(Country of Origin (If known))----------

(End of provision)

CNIN-SAP-020 Evaluation Criteria- Price

Selection for award will be based on price only. Quotes that are non-compliant with any material requirement of this solicitation may be rejected without further consideration for award. This will be a firm fixed price contract and will be awarded utilizing Simplified Acquisition Procedures.

CNIN-SAP-023 Sole Source Procurement

The proposed contract action is for supplies or services for which the Government intends to solicit and negotiate with only one source, Manufacturers of the 5 different cables (Draka, General Cable, Marine Tech, RSCC Wire and Cable, Tyco Electronics)or their authorized distributors.. All other offerors may submit a quote that will be reviewed by the Government. However, a determination by the Government not to compete with this proposed contract based upon responses to this solicitation is solely within the discretion of the Government. Information received will normally be considered solely for the purpose of determining whether to conduct a competitive procurement.