

		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DO-A70	PAGE OF PAGES 1 of 62
2. CONTRACT NUMBER	N00164-04-R-8910	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 27 May 2004	6. REQUISITION/PURCHASE NO.
7. ISSUED BY Naval Surface Warfare Center, Crane Division Code 1165ZM, Bldg. 3168; Ms. Shirley Littrell; 812-854-1947 300 Highway 361, Crane, IN 47522-5001		CODE N00164	8. ADDRESS OFFER TO (If other than Item 7)	

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

### SOLICITATION

9. Sealed offers in original and 1 copy for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in N/A until 28 June 2004 local time 2:00 EST.  
CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: 	A. NAME SHIRLEY D. LITRELL	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE 812	NUMBER 854	EXT. 1947	<a href="mailto:Littrell_S@crane.navy.mil">Littrell_S@crane.navy.mil</a>

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### OFFER (Must be fully completed by offeror)

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

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

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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) 	ITEM
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	28. AWARD DATE
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IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**SECTION "B"**

<u>Item No.</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0001	First Article of Continuous Wave Illuminator (CWI) Noise Test Sets (NTS), Mod 2 in accordance with (IAW) WS-33336 and the Crane Statement of Work (SOW) in Section "C".	1	EA	\$	\$

<u>Item No.</u>	<u>Supplies/Services</u>	<u>MIN</u>	<u>MAX</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0002	Production of CWI NTS, Mod 1 in accordance with (IAW) WS-33336 and SOW in Section "C". Foreign Military Sales (FMS)	0	12	EA	See Below Price Matrix	

<u>QTY</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

<u>Item No.</u>	<u>Supplies/Services</u>	<u>MIN</u>	<u>MAX</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0003	Production of CWI NTS, Mod 1a IAW WS-33336 and the Crane SOW Foreign Military Sales (FMS)	0	70	EA	See Below Price Matrix	

<u>QTY</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
1 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
16 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
21 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
26 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
31 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
36 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
41 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
46 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
51 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
56 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
61 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
66 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
70 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

<u>Item No.</u>	<u>Supplies/Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0004	Production of CWI NTS, Mod 2 IAW WS-33336 and the Crane SOW	MIN 12 MAX 130	EA	See Below Price Matrix	

QTY	Year 1	Year 2	Year 3	Year 4	Year 5
1 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
16 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
21 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
26 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
31 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
36 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
41 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
46 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
51 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
56 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
61 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
66 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
70 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
101 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
130 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

0005	Production of CWI NTS, Mod 2 IAW WS-33336 and the Crane SOW Foreign Military Sales (FMS)	MIN 0 MAX 60	EA	See Below Price Matrix	
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QTY	Year 1	Year 2	Year 3	Year 4	Year 5
1 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
16 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
21 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
26 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
31 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
36 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
41 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
46 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
51 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
56 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
60 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

0006	Production of CWI NTS, Mod 2a IAW WS-33336 and the Crane SOW Foreign Military Sales (FMS)	MIN 0	MAX 12	EA	See Below Price Matrix
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QTY	Year 1	Year 2	Year 3	Year 4	Year 5
1 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11 EA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

0007	Data in accordance with Contract Data Requirements Lists (CDRL's) DD 1423-1 (A001 thru A019) found in Exhibit "A" Section "J".	1	LO	\$	\$
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0008	Implementation of Item Identification and Validation in accordance with DFARS 252.211-7003.	1	LO	\$	\$
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Total Maximum Amount	\$
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**Section "B" NOTES**

(1) List your Commercial and Government Entity (CAGE) Code and DUNS Number in Block 15a of Page 1.

(2) SECTION "K" herein will be incorporated by reference and made a material part of any resultant contract in accordance with FAR 15.406-1(b).

(3) The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center, Crane, IN 47522.

(4) Delivery orders shall be placed against this contract using a DD 1155.

(5) Delivery orders placed under this contract shall be placed no later than five years from effective date of contract.

**(6) Pricing Matrix Quantity Range – (CLINS, 0002, 0003, 0004, 0005 AND 0006)– Offerors shall fill in proposed pricing per CLIN on the above schedules for CLINs 0002, 0003, 0004, 0005, and 0006. NOTE: In order to allow the Government to benefit from economies of scale, Offerors shall permit the interpolation of prices for any quantity between those listed in the proposed pricing matrix. All quantities and years must be priced.** The anniversaries for the contract years coincide with the contract award date and consist of 365 days per year, with the exception of leap years, which consist of 366 days per year. The years commence upon contract award.

CLINs 0002 through 0006: The Government reserves the right to order quantities not specifically listed in the tables above but within the range listed in the table. NOTE: In order to provide for linear pricing (i.e. straight line extrapolation) for quantities that fall in-between those listed above, the following formula will apply:

$$\text{EXTRAPOLATED UNIT PRICE (EUP)} = \text{UP}_{\text{NH}} + [(Q_{\text{H}} - Q_{\text{O}}) * ((\text{UP}_{\text{NL}} - \text{UP}_{\text{NH}}) / (Q_{\text{H}} - Q_{\text{L}}))]$$

Where:  $\text{UP}_{\text{NH}}$  = Unit Price for the upper range limit in the applicable ordering period

$\text{UP}_{\text{NL}}$  = Unit Price for the lower range limit in

the applicable ordering period

$Q_{\text{H}}$  = Quantity at the range upper limit

$Q_{\text{L}}$  = Quantity at the range lower limit

$Q_{\text{O}}$  = **Quantity ordered**

**SPECIAL NOTICE** - The Director, Defense Procurement has revised DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award effective 1 June 1998. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>. For further details regarding the requirements of CCR, offerors are advised to review the requirements of DFAR 252.204-7004 contained herein.

(End of Section "B")

## **SECTION "C" - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### STATEMENT OF WORK FOR CONTINUOUS WAVE ILLUMINATOR NOISE TEST SET

#### 1.0 SCOPE

This Statement of Work (SOW) includes the overall requirements for First Article Sample and production of the Continuous Wave Illuminator Noise Test Set (CWI NTS) in support of the AEGIS Shipbuilding Program and Foreign Military Sales, both existing and pending. This includes configuration management, quality assurance, acceptance testing, program management and In Service Engineering support.

#### 2.0 APPLICABLE DOCUMENTS

##### 2.1 COMMERCIAL SPECIFICATION

ISO 9001:2000

##### 2.2 GOVERNMENT SPECIFICATION

WS 33336 Revision D  
MIL-HDBK-61 Revision A  
MIL-PRF-49506 No Revision  
DOD Instruction S-5230.28 (S)

#### 3.0 REQUIREMENTS

The contractor shall perform the following tasks to support First Article and production of the CWI NTS, which shall meet all requirements of specification WS 33336 D, DOD Instruction S-5230.28 and the requirements of this SOW. This SOW is divided into two (2) requirements covering (1) First Article and (2) production of the CWI NTS. (A020).

##### 3.1.1 FIRST ARTICLE

The contractor shall develop and test a Mod 2 First Article in accordance with WS 33336 D and the Government approved First Article Plan and Test Procedure, which shall be developed by the contractor. A Preliminary Design Review shall be, hosted by the contractor no later than 60 days after the effective date of the specific Delivery Order. MIL-HDBK-61A Section 8 may be used

for guidance for configuration audits. The Government will witness testing. The contractor shall notify NAVSEA Crane, Code 8093 ten days prior to start of test. If the sample fails to meet any of the testing, the entire test program must be repeated. It is

the responsibility of the contractor to provide a sample, which meets all testing requirements. The First Article shall be serialized as 1001. Program Management (para 3.3) and Production Review Meetings (para 3.3.1) are applicable to the First Article requirement, as well as production. (A001, A002, A003)

### 3.1.2 PRODUCTION

After notification of successful completion of the First Article requirements, the contractor will be directed by Delivery Order to produce CWI NTS units, which may include Mods 1, 1A, 2 and 2A as defined in the WS 33336 D. SOW requirements cited in succeeding paragraphs (starting with 3.1.2 through 3.3.1) shall apply to production efforts.

### 3.1.3 INTEGRATED LOGISTICS SUPPORT (ILS)

The contractor shall provide ILS support for this program. This shall include determining the level of repair and developing a plan for mitigating risks associated with Diminishing Manufacturing. The contractor shall provide Provisioning Technical Data (PTD) for the CWI NTS. The PTD data shall be provided in accordance with the format specified by MIL-PRF-49506 Appendix B. The PTD data shall include the following:

- a. Long lead time (greater than 6 weeks) items list
- b. Repairable Items List
- c. Tools and Test Equipment List

(A004, A005, A006, A007)

### 3.1.4 CONFIGURATION MANAGEMENT PROGRAM

The contractor shall develop and maintain a configuration management (CM) program, inclusive of hardware and software consisting of the following elements:

- a. Configuration Identification
- b. Configuration Control
- c. Configuration Status Accounting
- d. Configuration Audits

The contractor shall perform to the level to which CM was included in the contractor's proposal. This shall be a reflection of the specific ILS philosophy for the contractor's design.

#### 3.1.4.1 CONFIGURATION IDENTIFICATION BASELINE

The contractor shall establish a formal product baseline upon successful completion of a Physical Configuration Audit (PCA), which shall be hosted by the contractor. The baseline shall consist of the following:

- a. Configuration Item Specification
- b. Outline Drawing
- c. Bill of Materials
- d. Design Drawings
- e. Tooling and Fixture Drawings
- f.. Procedures (inclusive of automated testing software)
- g. Work Instructions
- h. Software (operational, calibration, and maintenance)

MIL-HDBK-61A Section 8 may be used for guidance for configuration audits. The product baseline may be, reviewed by the government at any time. (A008, A009, A010)

#### 3.1.4.2 CONFIGURATION CONTROL

Designated product baseline documents shall be, changed only by an, approved Engineering Change Proposal (ECP). Class I ECPs shall be defined as any change to the item's configuration, which affects form, fit, or function and shall be approved by the Government. All Class I ECPs shall be tracked to serial number effectivity. Class II ECPs shall be defined as any which does not meet the definition of a Class I ECP. Authority for Class II changes is delegated to the contractor as well as Minor Deviations. (A012, A013)

#### 3.1.4.3 SERIALIZATION

Sequential serial numbers, in ascending order, shall be assigned to each deliverable system meeting the requirements of this contract utilizing the 1000 serial number series.

If a test set is replaced under the warranty provisions of this contract, the replacement system shall have a new serial number. Documentation shall include the serial number of the system being replaced.

#### 3.1.5 QUALITY PROGRAM

The contractor shall establish and maintain a quality program in compliance with the requirements of ISO 9001:2000.

##### 3.1.5.1 QUALITY AUDITS OF CONTRACTORS

The Government reserves the right to perform quality audits to verify the contractor's compliance with the established quality program to a mutually agreed upon schedule. Such audits shall consist of, but not be limited to, evaluation of records, processes, and product. The contractor shall be notified in writing of deficiencies found during these audits and shall be given a mutually agreed to period of time to correct such deficiencies. Failure to correct quality deficiencies may result in withholding of acceptance of the contract end item. (A014)

### 3.2 ACCEPTANCE TESTING

The contractor shall perform acceptance testing at source in accordance with WS 33336 D and Government approved test procedure. Acceptance will be performed by DCMA personnel and may be witnessed by other Government personnel. (A015, A016)

#### 3.2.1 FAILED PRODUCT

The contractor shall perform failure analysis on all products returned under the warranty provisions of this contract. (A017)

#### 3.2.2 WARRANTY

The contractor shall warrant the production units for a period of 12 months starting at acceptance date documented on DD250. The contractor shall be responsible for labor, material and shipping costs of returning the product from the vendor to the Government. The product shall be capable of meeting the requirements of the Government approved Acceptance Test Procedure for the 12 month period.

### 3.3 PROGRAM MANAGEMENT

This contract effort shall include a Program Manager who shall be responsible for all matters pertaining to the CWI NTS program. Duties include, but not be limited to:

- a. Developing and monitoring program schedules and milestones in accordance with contractual requirements
- b. Provide coordination across functional and supporting groups involved in fulfilling CWI NTS program requirements to assure communication between the groups and adherence to program schedules and milestones
- c. Prepare periodic program reports as required by this contract
- d. Prepare for Program Reviews and Working Sessions
- e. Act as primary point of contact to NSWC Crane for all matters relating to the CWI NTS.

#### 3.3.1 PRODUCTION REVIEW MEETINGS

The contractor shall host or attend a production status review meeting bi-monthly for Navy production and technical personnel, normally not to exceed one day. Format of the review meetings is not specified, but will function to a mutually agreed agenda and list of attendees.

Dates for these meetings shall be established by, NAVSEA Crane Code 8093, a minimum of seven (7) calendar days in advance of the meeting date. For planning purposes, the contractor shall assume the meetings will occur at the contractor's facility 4 times, 1 time at NAVSEA Crane and 1 time at Washington, D.C each year.

### 3.4 ISEA SUPPORT

Spare parts, training and technical support will be ordered specified in Delivery Order (s).

#### 3.4.1 SPARE PARTS

The contractor shall provide spare parts appropriate for approved maintenance philosophy. The master parts listing shall be delivered in accordance with the CDRL requirements. (A018)

#### 3.4.2 TRAINING

The contractor shall provide training to Government personnel and their representative. Training material shall include Operations Manual and, Maintenance Manual, which shall be developed by the contractor in accordance with CDRL requirements. The Maintenance Manual shall be consistent with the maintenance philosophy submitted as part of the proposal. The operations manual shall include routine maintenance such as changing air filters and light bulbs and shall be shipped with each unit for use by the Fleet. (A019)

#### 3.4.3 TECHNICAL SUPPORT

The contractor shall provide technical support in accordance with the approved maintenance philosophy. This support may be either by telecommunications, on site at Government facility, or at contractor's facility.

### ITEM(S) 0007 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto.

### ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data Item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990) – (5408)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal \_\_\_\_\_ dated \_\_\_\_\_ in response to NSWC Crane Solicitation No. N00164-

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-08) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause following "The specifications" in order of precedence.

FIRST ARTICLE (GOVERNMENT TESTING) (NAVSEA) (SEP 1990) – (5411)

(a) For the purpose of this contract, the "First Article" is synonymous with the terms "preproduction model(s)" and "preproduction equipment".

(b) The production equipment shall be manufactured with tools, material and methods which are the same as, or representative of the tools, material and methods which were used to manufacture the First Article. The First Article shall not be delivered for first article approval tests as provided for the clause of this contract entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING" (FAR 52.209-4) until after the Contractor has fully tested it, at its expense, to determine compliance with said requirements and it has been preliminarily accepted by the Contract Administration Office. The Contractor shall make a record of all data obtained during such tests in such form as is consonant with good engineering practice and furnish five (5) copies thereof. The cover sheet of each copy of this record shall be marked with this contract number and the item identification. One (1) copy shall be furnished to the Contract Administration Office at the time of inspection for preliminary acceptance, one (1) copy shall accompany the First Article on delivery thereof, and three (3) copies shall be furnished to the Naval Sea Systems Command at the time of First Article delivery.

(c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING", the First Article shall not be delivered as part of the production quantity.\*

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) (5415)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or

services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an

immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

(End of Text)

#### UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)(5420)

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

#### ASSIGNMENT OF SERIAL NUMBER(S) (NAVSEA) (SEP 1990)

The Contractor shall request serial number assignment, in writing, from the Cognizant Technical Program Office, with a copy to the cognizant Contract Administration Office. The request for serial number assignment shall contain the following minimum information:

- (a) Contract number;
- (b) Assigned line item number and description;
- (c) Assigned type designation;
- (d) Assigned model number;
- (e) Top drawing number and ID (List of Drawings) number;

- (f) Exact quantity for which serial numbers are being requested, including preproduction samples required by the contract; and
- (g) National Stock Number

(End of Section "C")



Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.  
(End of Text)

WARRANTY NOTIFICATION FOR ITEM(S) 0001, 0002, 0003, 0004, 0005, and 0006 (NAVSEA)  
(NOV 1996) (5507)

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT N00164-04-D- TO CONFORM TO DESIGN, MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR 12 months FROM DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE NOTIFY Ms. Debra Ramsey, Code 8091, Bldg 3168, NSWC, Crane Division, Crane, IN. AND PCO.

(End of Text)

MARKING FOR SHIPMENT (5511)

The Contractor shall mark all shipments under a resulting contract to include the following items:

Contract Number  
Item Number  
Lot Number  
Part Number  
National Stock Number  
Contractor Model Number  
Serial Number  
Packing Date  
Attn: Code 3021, Bldg.476

PROHIBITED PACKING MATERIALS (5512)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

## INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1).

The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

(End of Section "D")



QUALITY SYSTEM REQUIREMENTS (NAVSEA) (MAY 1995) (5614)

Quality System Requirements: The Contractor shall provide and maintain a quality system that, as a minimum, adheres to the requirements of ANSI/ASQC Q9001-1994 Quality Systems-Model for Quality Assurance in Design/Development, Production, Installation, and Servicing and supplemental requirements imposed by this contract. The quality system procedures, planning, and all other documentation and data that comprise the quality system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality system or portions thereof when it fails to meet the contractual requirements.

END OF SECTION "E"

**SECTION "F" - DELIVERIES OR PERFORMANCE**  
**PART I**

<u>Title and Date</u>	<u>FAR</u>
<u>Subsection</u> Stop Work Order (Aug 1989)	52.242-15
Government Delay of Work (Apr 1984)	52.242-17
F.o.b. Destination – Evidence of Shipment (Feb 1999)	52.247.48

**CLAUSES IN FULL TEXT**

TIME OF DELIVERY (JUL 1995) (FAR 52.211-8)

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

**REQUIRED DELIVERY SCHEDULE**

CLIN 0001 – shall be delivered on or before 31 March 2005.

The delivery schedule for the remaining quantities for CLIN 0002, 0003, 0004, 0005 and 0006 shall be addressed in each individual delivery order. Delivery quantities will be a minimum of 1 each per month with a maximum of 5 each per month.

VARIATION IN QUANTITY (APR 1984) (FAR 52.211-16)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below:

(b) The permissible variation shall be limited to:

0 Percent Increase

0 Percent Decrease

PLACE OF DELIVERY

The material to be furnished hereunder shall be delivered F.O.B. Destination to:

Naval Weapons Station  
CWI Program, Bldg. 476, Bay 5, Door 49  
Attn: A. Jackson, Code 3021  
Yorktown, VA 23691

(End of Section "F")

**SECTION "G" - CONTRACT ADMINISTRATION DATA**

CLAUSES IN FULL TEXT

ACCOUNTING AND APPROPRIATION DATA SHALL BE ADDRESSED IN EACH INDIVIDUAL DELIVERY ORDER.

SF 26 BLOCK 14: ACCOUNTING AND APPROPRIATION DATA IS AS FOLLOWS:

ACRN	Line of Accounting	Amount
A1	97X4930 NH1J 000 77777 0 000164 2F 000000 shopcodeJON	

	(Local Use)		UNIT		CONTRACT	PROGRESS	
ACRN	CLIN	SHOP/REQN#	QTY	PRICE	AMOUNT	TYPE	PAYMENTS

**SPECIAL PAYMENT INSTRUCTIONS**

- Payment instructions will be detailed in each individual delivery order.
- Payment is not to be pro-rated.
- ACRNs are to be paid in accordance with contractor's invoice.
- Disburse ACRNs in the order shown:

**SPECIAL INVOICE/BILLING INSTRUCTIONS**

- Invoicing Instructions will be detailed in each individual delivery order.
- The contract ACRN associated with each CLIN/SubCLIN shall be referenced on page 1 of the invoice by CLIN/SubCLIN.
- CLIN XXXX: Invoice ACRNs in the order shown:
- In addition to Payment Office copy, the contractor shall submit 1 copy of the invoice to:  
 VENDOR PAY  
 CODE 0562, BLDG 3173  
 NAVSURFWARCENDIV  
 300 HIGHWAY 361  
 CRANE IN 47522-5002

Or e-mail the invoice to the following address:  
 Cnin Vendor [Pay@crane, navy.mil](mailto:Pay@crane.navy.mil)

The subject line of the e-mail must read as follows:  
 Company Name/Contract Number/Order Number

**SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)**

- (a) "Invoice" as used in this clause does not include contractor requests for progress payments.
- (b) The contractor shall submit original invoices with 4 copies to the address identified in the solicitation/-contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) The contractor shall prepare:
  - a separate invoice for each activity designated to receive the supplies or services.
  - a consolidated invoice covering all shipments delivered under an individual order.
  - either of the above.
- (f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office. (End of clause)

**CONTRACT ADMINISTRATION DATA LANGUAGE**

- (a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.
- (b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

**PURCHASING OFFICE REPRESENTATIVE LANGUAGE**

PURCHASING OFFICE REPRESENTATIVE: COMMANDER  
ATTN: CODE 1165ZM BLDG 3168  
NAVAL SURFACE WARFARE CENTER  
CRANE DIVISION  
CRANE IN 47522-5011  
Telephone No. 812-854- 1947

IMPORTANT PAYMENT NOTE: The payment office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

**SECURITY ADMINISTRATION**

The highest level of security required under this contract is **SECRET** as designated on DD Form 254 attached hereto and made a part hereof.

The Commander, Defense Investigative Service, Director of Industrial Security, \_\_\_\_\_ Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

**EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

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

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

**CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001)**

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least

**one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.**

<u>Name</u>	<u>Phone</u>	<u>E-mail Address (optional)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PAYMENT STATUS INQUIRIES (5812)

STATUS OF INVOICE PAYMENTS CAN BE OBTAINED FROM THE FOLLOWING WEB SITE:

[www.dfas.mil/money/vendor](http://www.dfas.mil/money/vendor)

If the **payment is being made by DFAS—Columbus** use the **MOCAS Vendor Pay Inquiry System (VPIS)** site listed on the above web site. It is recommended that the vendor download the “MOCAS VPIS Help Guide” and “Reason and Remark Code Document”. You must then register by clicking on “User Registration” under the subheading “MOCAS Vendor Pay Inquiry System” before payment inquiries can be made.

IF PAYMENT IS BEING MADE BY **OTHER THAN DFAS-COLUMBUS**, STATUS OF INVOICE PAYMENT CAN BE OBTAINED THROUGH THE **NON-MOCAS SYSTEM** BY CAGE CODE, CONTRACT NUMBER OR DUNS NUMBER AT THE ABOVE LISTED WEB SITE.

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

<u>Document</u>	<u>Block</u>
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	

**ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (5815)**

DFARS 252.232-7003 is hereby incorporated into the contract by reference. For purposes of implementation of electronic finance payment invoicing under NSWC Crane contracts, WAWF-RA is applicable in accordance with [Deployment of Wide Area WorkFlow - Receipt and Acceptance](#) OUSD(AT&L)(DP) memo 1 Apr 2002. Other electronic systems are not to be utilized.

For other than finance payment request invoices, NSWC Crane is currently working with the WAWF-RA program office to develop an interface between the financial system and WAWF-RA. However, this interface is not currently in place and NSWC Crane cannot currently accept WAWF-RA invoices for payment against lines of accounting cited in contracts/orders issued and certified for payment by NSWC Crane (DoDAAC N00164 / FC).

**In accordance with DFARS 252.232-7003(c), the contractor is required to submit their receipt and acceptance documentation with delivery of the materials. A copy of the invoice for**

**payment shall be submitted, in hard copy or via e-mail, in accordance with the Submission of Invoice Clause and Special Invoice Instructions located elsewhere herein.**

**Note: Contractor must submit resumes for Key Personnel.**

**SUBSTITUTION OF PERSONEL (SEP 1990) (NAVSEA) 5252.237-9106)**

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.
- (b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:
  - (1) an explanation of the circumstances necessitating the substitution;
  - (2) a complete resume of the proposed substitute; and
  - (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor maintaining the same high quality of personnel that provided the partial basis for award.

**SECTION "H" SPECIAL CONTRACT REQUIREMENTS**

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

#### GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997) (NAVSEA 5252.227-9113)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center

P.O. Box 8000

Corona, CS 91718-8000

Phone: (909) 273-4677 or DSN 933-4677

FAX: (909) 273-5200 Internet: <http://www.gidep.corona.navy.mil>

### **SECTION "I" - CONTRACT CLAUSES**

#### PART I

##### Title and Date

##### FAR Subsection

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PART II

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### CLAUSES IN FULL TEXT

#### FAR 52.209-4 (Alternate I) (JAN 1997)

The Contractor shall produce both the first article and the production quantity at the same facility.

#### WARRANTY OF SUPPLIES OF A COMPLEX NATURE (APR 1984) (FAR 52.246-18)

(a) Definitions. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

"Supplies," as used in this clause, means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) Contractor's obligation.

(1) The Contractor warrants that for 12 months, all supplies furnished under this contract will be free from defects in design material and workmanship and will conform with all requirements of this contract; provided, however, that with respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work.

(2) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(3) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawing, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

(4) The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the contract price.

(5) When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return.

(6) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) In the event of a breach of the Contractor's warranty in paragraph (b)(1) of this clause, the Government may, at no increase in contract price-

(i) Require the Contractor, at the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies; or

(ii) Require the Contractor to furnish at the Contractor's plant the materials or parts and installation instructions required to successfully accomplish the correction.

(2) If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph (b)(3) of this clause, the Government shall be entitled to an equitable reduction in the contract price.

(3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within "60 days." The Contractor shall submit to the Contracting Officer a written recommendation within 60 days, as to the corrective action required to remedy the breach. After the notice of breach, but not later than 60 days after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the contract price will be equitably adjusted.

(4) If supplies are corrected or replaced, the period for notification of a breach of the Contractor's warranty in paragraph (c)(3) of this clause shall be 60 days from the furnishing or return by the Contractor to the Government of the corrected or replaced supplies of parts thereof, or, if correction or replacement is effected by the Contractor at a Government or other activity, for 60 days, thereafter.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the contract.

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of contract through 5 years later.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### ORDER LIMITATIONS (OCT 1995) (FAR 52.216-19)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than 1 each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 60 each

(2) Any order for a combination of items in excess of 60 each;

or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirement contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for the reasons. Upon receiving this notice, the Government may acquire the supplies or service from another source. (End of clause)

#### INDEFINITE QUANTITY (OCT 1995) (FAR 52.216-22)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same

extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after completion of last delivery order.

(End of clause)

#### PROHIBITION OF SEGREGATED FACILITIES (52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract. (End of clause)

#### SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6)(MAY 2004)

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

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

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

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

(c)

(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-08, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a

minimal number of additional clauses necessary to satisfy its contractual obligations.

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

(End of Clause)

#### CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (52.252-2)

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 addresses\*(es):

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

(End of clause)

#### AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) (FAR 52.252-6)

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

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

#### SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (FEB 2003) (DFARS 252.211-7005)

- (a) *Definition.* "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at <http://www.dcms.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall-
- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
  - (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
  - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

*(Offeror insert information for each SPI process)*

SPI Process:

Facility:

Military or Federal Specification  
Or Standard:

Affected Contract Line Item  
Number, Subline Item Number  
Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror-

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995) (DFARS 252.217-7026)

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
	National	Commercial	Source of Supply			Actual
Line	Stock	Item	Company	Address	Part No.	Mfg?
<u>Items</u>	<u>Number</u>	<u>(Y or N)</u>				
(1)	(2)	(3)	(4)	(4)	(5)	(6)

(1) List each deliverable item of supply and item of technical data.
(2) If there is no national stock number, list "none."
(3) Use "Y" if the item is a commercial item; otherwise use "N." If "Y" is listed, the Offeror need not complete the remaining columns in the table.
(4) For items of supply, list all sources. For technical data, list the source.
(5) For items of supply, list each source's part number for the item.
(6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.

**RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003) (DFAR 252.225-7027)**

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of \_\_\_\_\_, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(End of Clause)

**DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997) (DFARS 252.227-7036)**

All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, \_\_\_\_\_, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. \_\_\_\_\_ is complete, accurate, and complies with all requirements of the contract.

Date

Name and Title of Authorized Official

(End of clause)                      End of Section "I")

**SECTION "J" - LIST OF ATTACHMENTS**Exhibit "A" - Contract Data Requirements List (CDRL):

<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
CDRL A001 (First Article Qualification Test Plan)	19 Mar 04	2
CDRL A002 (Test Procedure)	19 Mar 04	1
CDRL A003 (Test/Inspection Report)	19 Mar 04	1
CDRL A004 (Integrated Logistics Support Plan)	19 Mar 04	1
CDRL A005 (Level of Repair Analysis (LORA) Report)	19 Mar 04	1
CDRL A006 (Diminishing Manufacturing Sources Plan)	19 Mar 04	1
CDRL A007 (Logistics Management Information Data Product)	19 Mar 04	1
CDRL A008 (Baseline Definition Document)	19 Mar 04	1
CDRL A009 (Materials, Bill of) 1	19 Mar 04	1
CDRL A010 (Product Drawings and Associated Lists)	19 Mar 04	1
CDRL A011 (Computer Software Product End Item)	19 Mar 04	1
CDRL A012 (Engineering Change Proposal (ECP))	19 Mar 04	1
CDRL A013 (Request for Deviation (RFD))	19 Mar 04	1
CDRL A014 (Status Report)	19 Mar 04	1
CDRL A015 (Test/Inspection Report)	19 Mar 04	1
CDRL A016 (Report of Tube Failure Final Analysis)	19 Mar 04	1
CDRL A017 (Proposed Spare Parts Lists)	19 Mar 04	1
CDRL A018 (Training Materials)	19 Mar 04	1
CDRL A019 (Status Report)	19 Mar 04	1

Data Item Description (DID) Link (Available on www or upon request.  
DD Form 254, Contract Security Specification

(End of Section "J")

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

- I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) PROVISIONS
- II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) PROVISIONS

PART I		
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Apr 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	Dec 2001
<b><u>PART II</u></b>		
<u>DFARS Subsection</u>		

**PROVISIONS IN FULL TEXT**

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

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

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

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

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

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

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

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

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

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

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

(a) *Definitions.*

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

"Taxpayer Identification Number (TIN)," as used in this solicitation 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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

( ) 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

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

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

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

ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987) (FAR 52.207-4)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

\_\_\_\_\_ (b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
-------------	-----------------	------------------------	--------------

\_\_\_\_\_ (c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a database for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

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

- (a)
- (1) The Offeror certifies, to the best of its knowledge and belief, that --
    - (i) The Offeror and/or any of its Principals --
      - (A) Are \* are not \* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
      - had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

PLACE OF PERFORMANCE (OCT 1997) (FAR 52.215-06)

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

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

Place of Performance (Street, Address City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
---	--

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ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION (OCT 1997)(FAR 52.215-07)

The offeror has (check the appropriate block):

(  ) (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated \_\_\_\_\_ [insert date of signature on submission], which are incorporated

herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows [*insert changes that affect only this solicitation; if "none", so state*]:

( ) (b) Enclosed its annual representations and certifications.

SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)(FAR 52.219-1) – Alt I (APR 2002)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 334519 [*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) (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: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(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) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

*Alternate I* (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

(7) [*Complete if offeror represented itself as disadvantaged in paragraph (b)(1) 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.

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

(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 end products 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 award of any such use of child labor.

(End of Clause)

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

The offeror represents that—

(a) It (\_\_\_) has, (\_\_\_) has not participated in a previous contract or subcontract subject either 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.

**AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)**

The offeror represents that (a) it (\_\_\_) has developed and has on file, (\_\_\_) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it (\_\_\_) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through

(11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003) (FAR 52.223-13)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

- \* (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- \* (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- \* (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within the following Standard Industrial Classification Code (SIC) codes or their corresponding North American Industry Classification System sectors:
  - (A) Major group code 10 (except 1011, 1081, and 1094.
  - (B) Major group code 12 (except 1241).
  - (C) Major group codes 20 through 30.
  - (D) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C.6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- \* (v) The facility is not located in the United States or its outlying areas.

(End of Provision)

TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991)  
(DFARS 252.208-7000)

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interests. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metals will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metal required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known of the deliverable item requiring precious metals.

	Deliverable Item
Precious Metal*	<u>Quantity</u>
<u>(NSN and Nomenclature)</u>	

\_\_\_\_\_ \*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals-- one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in the performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

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

(a) *Definitions.*

As used in this provision --

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

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export

Administration Act of 1979 (50 U>S>C> App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

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

(b) *Prohibition on award.*

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

(c) *Disclosure.*

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

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

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

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

(b) Representation.

The Offeror represents that it--

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

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

**CONTRACTOR PERFORMANCE DATA**

The offeror shall demonstrate past performance through completion of the "Contractor Performance Data Sheet". The Contractor Performance Data Sheet shall be completed in its entirety. Additionally, offerors are urged to submit brief and concise responses, within the confines of the space allotted. *Failure to submit the completed Contractor Performance Data Sheet (along with the proposal) shall be considered certification (by signature on the proposal) that the contractor has no past performance for like or similar items for the Government to evaluate.*

**CONTRACTOR PERFORMANCE DATA SHEET**

NOTE: THE INFORMATION PROVIDED MAY BE USED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING COSTS/PRICE, TECHNICAL, AND DELIVERY OBJECTIVES. POINTS OF CONTACT PROVIDED, MAY BE CONTACTED TO CONFIRM INFORMATION

PROVIDED AND TO GATHER INFORMATION ON TECHNICAL PERFORMANCE, QUALITY, LIFE CYCLE COST AND/OR RELIABILITY. THE RESULTS MAY BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR (S) IN ACCORDANCE WITH SECTION M OF THE REQUEST FOR PROPOSAL.

Please list performance data on a maximum of five contracts for like or similar items, either completed or ongoing, under which performance has taken place within the last three years. Contracts with the federal government are preferred, but you may also list contracts with state and local governments or contracts with commercial customers. In determining which contracts to submit, please refer to FAR 15. 305(a)(2)(l), which states in pertinent part that “[p]ast performance information is one indicator of an offeror’s ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor’s performance shall be considered in making the award decision...”. The Government reserves the right to not consider any information submitted exceeding the five-contract limitation.

Contractor Name:	RFP #:
Address:	POC: (Person who can verify data)
	Telephone:
Division:	FAX:
	e-mail:

**CONTRACT INFORMATION**

Contract Number:	Date Completed:
Contract Type:                      Fixed Price	Cost Reimbursement Other (Specify)
Item Description:	
Contract Quantity/Length of Service:	
Customer Name:	Customer POC: (Person who can verify data)
Address:	Telephone:
	FAX:

**QUALITY**

NOTE: An explanation must accompany all answers with an asterisk(\*).

Was consideration or a monetary withhold for non-conforming supplies/services or late deliveries assessed against this contract?

YES\* \_\_\_ NO \_\_\_ (Explanation)

Was/is any part of this contract terminated for default and/or litigation?

YES\* \_\_\_ NO \_\_\_ (Explanation)

Was any warranty work completed on delivered items?

YES\* \_\_\_ NO \_\_\_ (Explanation)

Did you receive any quality awards in the past three years?

YES\* \_\_\_\_ NO \_\_\_\_ (List Awards)

**TIMELINESS**

Were all items (including products, services, reports, etc.) delivered within the original contract schedule?

YES \_\_\_\_ NO \* \_\_\_\_ (Explanation)

**COST FOR COST TYPE CONTRACTS:**

Was the original contract estimated cost met?

YES \_\_\_\_ NO\* \_\_\_\_ (Explanation)

If the estimated cost was not met, what was the positive/negative percentage of change?

+ \_\_\_\_\_ -

**OTHER PERTINENT INFORMATION**

Describe any corrective action(s) initiated to solve any of the above-described problems/deficiencies on this contract. Discuss the success of the corrective action(s) taken.

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

<u>FAR</u> <u>Subsection</u>	<u>Title</u>	<u>Date</u>
52.204-06	Data Universal Numbering System (DUNS) Number	Oct 2003
52.215-01	Instructions to Offerors-Competitive Acquisition (Jan 2004) – Alternate I	Jan 2004
52.215-05	Facsimile Proposals	Oct 1997
52.215-16	Facilities Capital Cost of Money	Jun 2003
<u>DFARS</u> <u>Subsection</u>	<u>Title</u>	<u>Date</u>

252-204-7001	Commercial and Government Entity (CAGE) Code Reporting	Aug 1999
252.225-7017	Prohibition on Award to Companies Owned by the People's Republic of China	Feb 2000
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	Jun 1995

Offerors are reminded to list your Commercial and Government Entity (CAGE) Code and DUNS Number in Block 15a of Page 1.

It is requested that technical questions concerning this procurement be submitted, **in writing**, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 9 on page 1 addressed as follows:

Contracting Officer; Crane Division, Naval Surface Warfare Center; Attn: Shirley D. Littrell, Code 116 5ZM, Bldg. 3168, 300 Highway 361; Crane, IN 47522-5011

SPECIAL NOTICE - Contractors must be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>. For further details regarding the requirements of CCR, offerors are advised to review the requirements of DFAR 252.204-7004 contained herein.

The mission at NAVSEA Crane is to provide quality and responsive acquisition services for this Command. In an effort to continue to improve our services, NAVSEA Crane is conducting a survey of our vendors. This survey may be found on the World Wide Web at the following address: <http://www.crane.navy.mil/supply/VendorSurvey.htm> Your comments will help us determine if we are accomplishing this and show us ways to improve our processes. Please consider taking the time to complete the survey.

#### PROVISIONS IN FULL TEXT

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

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

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the --
  - Department of Defense Single Stock Point (DoDSPP)
  - Building 4, Section D
  - 700 Robbins Avenue
  - Philadelphia, PA 19111-5094
  - Telephone (215) 697-2667/2179

Facsimile (215) 697-1462.

(End of Provision)

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

Any contract awarded as a result of this solicitation will be (    ) DX rated order; (   X   ) DO rated order certified for national defense 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.

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

The Government contemplates award of a   firm-fixed price   contract resulting from this solicitation.

SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from   Mary E. Sheetz, Code 1165, Bldg 3291, NSWC, 300 Highway 361, Crane, IN 47522-5001  . [*Contracting Officer designate the official and location where a protest may be served on the Contracting Officer.*]

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

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-1)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>

FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the level **specified in the DD 254 attached hereto**. Naval Surface Warfare Center, Crane Division will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification

Specification, DD Form 254, attached hereto.

Note Contractor must have a Secret Security Clearance for storage capability and personnel clearance in order to provide a Request for Proposal.

#### NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

- (a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to \_\_\_\_\_, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.
- (b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.
- (c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.
- (d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.
- (e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

#### SUBCONTRACT DATA REQUIRED (6410)

It is the intent of the Government to encourage the use of Small Business, Small and Disadvantaged Businesses and Woman Owned Businesses whenever practicable. Describe the extent to which your company has identified and committed to provide for participation by small, small and disadvantaged businesses (SDB), woman owned businesses (WOB), historically black colleges and universities, or other minority institutions for the performance of this effort. The

Offeror shall provide sufficient information to demonstrate that the tasks assigned the selected small and/or SDB and WOB subcontractors are meaningful in the sense that they will be performing functions important to the overall success of the program and also broaden the subcontractor's technical capability. The offeror shall describe their management approach for enhancing small, SDB and WOB subcontractor's technical capability. Of special interest is the amount and type of work to be performed by the subcontractors. The offeror shall explain the reasons for and advantages of selecting particular subcontractors. Performance shall be separate from subcontracting plans to be submitted by large businesses pursuant to FAR 52.219-9, but must incorporate the goals stressed herein, if applicable.

#### BLANKET EXEMPTION CERTIFICATE

In accordance with the provisions of Title 6, Indiana Code, Articles 2.1 and 2.5, Crane Division, Naval Surface Warfare Center, Crane, Indiana, as a United States Government entity, is exempt from the imposition of any sales and use tax, and has been assigned Exemption Certificate Number 103400015.

#### BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

#### SUBCONTRACT DATA REQUIRED

It is the intent of the Government to encourage the use of Small Business, Small and Disadvantaged Businesses and Woman Owned Business concerns whenever practicable.

Describe the extent to which your company has identified and committed to provide for participation by small, small and disadvantaged businesses (SDB), woman owned businesses (WOB), historically black colleges and universities (HBCU), or other minority institutions (MI) for the performance of this effort. The Offeror shall provide sufficient information to demonstrate that the tasks assigned the selected small, SDB, WOB, HBCU, and/or MI subcontractors are meaningful in the sense that they will be performing functions important to the overall success of the program and also broaden the subcontractor's technical capability. The offeror shall describe its management approach for enhancing proposed subcontractors' technical capability. Of special interest is the amount and type

of work to be performed by the subcontractors. The offeror shall explain the reasons for and advantages of selecting particular subcontractors. Performance information shall be separate from subcontracting plans to be submitted by large businesses pursuant to FAR 52.219-9, but must incorporate the goals stressed therein.

## **WORLD WIDE WEB SOLICITATION INFORMATION**

Some solicitations available posted on the WWW site may not include all documents of the solicitation package. Drawings and Contract Data Requirement Lists (CDRLs) are examples of documents that may not be included due to technical issues. Under those circumstances, a notice will be provided with each solicitation package listing documents not available on WWW. Hard copies of the documents may be obtained by contacting the solicitation Point of Contact (POC) listed in the solicitation document.

Any amendments to the subject solicitation will be posted to the NSWC Crane Division WWW Page <http://www.crane.navy.mil/supply/synopcom.htm> beneath the applicable solicitation. The complete solicitation package, including all amendments, should be received and reviewed prior to submitting a response. It is the responsibility of the offeror to obtain all amendments and/or other applicable documents prior to submission of the offer. Under these circumstances, offerors are reminded to include acknowledgement of acceptance of these amendments in their offer.

## **6409 PROPOSAL REQUIREMENTS**

(a) The technical proposal and the cost/price proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information, except for salary information provided on resumes.

(b) The offeror shall submit the following information:

(1) 1 completed signed solicitation packages, with all representations and certifications executed, and with cost/prices in Section B.

(2) 4 copies of the technical proposal.

(3) 2 copies of the cost/price proposal.

(c) Technical Proposal. Each technical proposal shall enable Government evaluating personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet the requirements of the government. To this end, each technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements. Statements which paraphrase the specifications or attest that "standard procedures will be employed," are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this clause. The page limitation for the technical proposal is 60 pages. As a minimum, the proposal must clearly provide the following:

## **STANDARDS/CRITERIA**

## **FACTOR I – CAPABILITY**

### **SUBFACTOR A - FIRST ARTICLE PLAN**

**Standard 1:** Offerors shall describe the design philosophy for the First Article Sample which shall address how the proposed design will comply with the requirements WS 33336 Section 3.

**Standard 2:** Offerors shall describe their plan for developing and performing the testing referred to as Qualification within WS 33336 Section 4.

### **SUBFACTOR B - KEY PERSONNEL**

**Standard 1:** Offerors shall provide a list of key personnel in technical and management positions who have 5 years experience in design/manufacturing in the phase noise measurement area. The offeror shall address the work location of these key personnel in relationship to the design/manufacturing location and whether these personnel are employed by the offeror's company directly or are employed through contract agreements.

### **SUBFACTOR C – DELIVERY/PRODUCTION SCHEDULE**

**Standard 1:** Offerors shall address their plan to meet the schedule for delivery of the First Article and the initial delivery of the first production unit. 31 Dec 2005 is the critical date for delivery of production units. Offerors shall address planned maximum quantities of production units to be delivered per month.

### **SUBFACTOR D - MANAGEMENT PLAN**

**Standard 1:** Offerors shall describe how this project will be managed to ensure strict adherence to contract schedules and technical requirements and any plan to mitigate the risks associated with design development and initial production.

**Standard 2:** Describe the corporate structure and functional relationships and responsibilities among the organizational elements that will participate in accomplishing this effort, including internal management communication lines and customer interface and subcontractor/vendor management.

**Standard 3:** Describe how you will integrate the execution of the expected contract with your other current and expected commercial and government contracts.

### **SUBFACTOR E: FACILITIES**

**Standard 1:** Offerors shall describe the facilities where the work will be performed and address security, equipments, capabilities, facility ownership, and sharing of resources.

### **SUBFACTOR F: EASE OF USE**

**Standard 1:** Offerors shall describe the actual "hands on" usage of their design to ensure entry level sailors (equivalent to 9th grade education) can operate with minimal training.

## **FACTOR II - LOGISTICS**

### **SUBFACTOR A - MAINTENANCE PHILOSOPHY**

**Standard 1:** Offerors shall describe their system for Failure Analysis and Corrective Action reporting for major sub-assemblies during the production process and for units within the warranty period .

**Standard 2:** Offerors shall describe their plan for supporting depot level maintenance at Government designated depot location in the ability to test and troubleshoot failures after warranty coverage has ended.

### **SUBFACTOR B - DIMINISHING MANUFACTURING PHILOSOPHY**

**Standard 1:** Offerors shall describe their current method of addressing Diminishing Manufacturing Source (DMS) issues and how the current method would be applied to this contract effort. If there is not a current method in place, describe how DMS will be managed for this contract.

### **SUBFACTOR C - CLASSIFICATION OF HARDWARE**

**Standard 1:** Offerors shall provide a determination whether the CWI NTS design propose will result in the actual NTS hardware being Classified.

**Standard 2:** Offeror shall address the releasability of the hardware resulting from the proposed design to Foreign Governments in accordance with DOD Instruction S-5230-28.

### **SUBFACTOR D – LOGISTICS PHILOSOPHY**

**Standard 1:** Offerors shall describe the logistic philosophy for their proposed design.

**Standard 2:** Offerors shall describe their plan for development and validation of the Provisioning Technical Data and their experience with this type of data.

### **SUBFACTOR E: Quality Assurance/Configuration Management Philosophy**

**Standard 1:** Offerors describe their Quality Assurance philosophy and plan.

**Standard 2:** Offerors shall describe their Configuration Management philosophy and plan as it relates to the proposed design.

### **FACTOR III - LIFE CYCLE COSTS (LCC)**

**Standard 1:** Offerors shall describe the life cycle costs of acquiring, owning, and disposing of a CWI NTS system.

**Standard 2:** Offerors shall describe the impact of the proposed CWI NTS design on the life cycle costs of the existing Mk666 design units.

### **FACTOR IV – PAST PERFORMANCE**

#### **SUBFACTOR A – QUALITY**

**STANDARD 1:** Describe your experience with specification requirements for the same or similar systems provided under other contracts over the past 3 years including cost, schedule and performance.

**STANDARD 2:** Have you requested relief from system specification requirements on any of your systems? If yes, please describe the areas and the ultimate impact on system performance, cost and schedule for each request.

#### **SUBFACTOR B – CUSTOMER SATISFACTION**

**STANDARD 1:** Describe how you have resolved corporate/customer differences and/or contract problems/disputes for the past three years. Cite specific examples.

**STANDARD 2:** Describe how you have ensured adequate resources were committed, in a timely manner, to recommend effective solutions and to successfully solve problems.

#### **SUBFACTOR C – SUBCONTRACTING**

**STANDARD 1:** Describe how you monitor and control subcontractors and vendors.

**SECTION "M" - EVALUATION FACTORS FOR AWARD**

	<b><u>PART I</u></b>	
<u>FAR Subsection</u>	<b>Title</b>	<b>Date</b>
	PART II	
<u>DFARS Paragraph</u>	<u>Title</u>	<u>Date</u>

PROVISIONS IN FULL TEXT

SINGLE AWARD FOR ALL ITEMS

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

GREATEST VALUE EVALUATION

(a) **The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost/price and other factors considered.** The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified, which affects the evaluation factors for award.

**EVALUATION FACTORS**

**Factor I – Capability**

**SUBFACTORS**

- A. First Article Plan
- B. Key Personnel
- C. Delivery/Schedule
- D. Management Plan
- E. Facilities
- F. Ease of use

**FACTOR II –Logistics**

**SUBFACTORS**

- A. Maintenance Philosophy
- B. Diminishing Manufacturing Source Philosophy
- C. Classification of hardware
- D. Logistics Philosophy
- E. QA/CM Philosophy

### **FACTOR III – Life Cycle Costs (LCC)**

#### **SUBFACTORS**

- A. Impact of Design to LCC

### **FACTOR IV – Past Performance**

#### **SUBFACTORS**

- A. Quality
- B. Customer Satisfaction/Delivery
- C. Subcontracting and small and small disadvantaged business concern utilization

### **FACTOR V – Price**

#### **Relative Order of Importance**

The evaluation factors for the award decision are listed above. Factor I, is more important than Factor II and III combined. Factor II is more important than Factor III. Factors II and III combined are more important than Factor IV. Factors I, II, III and IV (factors other than price), when combined, are more important than Factor V(price). The price factor becomes more important as the degree of equality of Factors Other Than Price increases, or when the price is so significantly high as to diminish the value of the technical superiority to the Government.

Under Factor I Capability, Subfactors A, B and C are of equal importance and together (in the aggregate) are more important than Subfactors D, E and F together (in the aggregate). Under Factor II Logistics, Subfactors A, B, & C are of equal importance and together (in the aggregate) are of more importance than Subfactors D and E with Subfactor D being more important than Subfactor E. Under Factor III Life Cycle Costs, Subfactor A is a single factor. Under Factor IV Past Performance, Subfactors A, B, and C are listed in descending order of importance. Price will not be assigned an adjectival rating, but will be considered in determining the "best value" to the Government. The best value determination may result in the Government being willing to pay more for higher technical capability. Past Performance information may be evaluated upon receipt prior to the closing date of the solicitation.

**Although cost is not a weighted evaluation factor, it will not be ignored.** The degree of importance of the cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based, or when the cost is so significantly high as to diminish the value of the technical superiority to the Government.

In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs, which the offeror can reasonably be expected to incur in performance of the contract in accordance with his offer. Unrealistic personnel compensation rates will be considered in the cost realism analysis and may be considered in the technical analysis, which could reduce the technical score.

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

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

Note: Offerors are advised that technical proposals may be evaluated without consideration of any proposed subcontractor, which is deemed to have an organizational conflict of interest.

The Technical Proposal shall not exceed 60 pages including photos and charts.

### **Past Performance**

During the source selection process, the Government will assess the offeror's past performance in the evaluation for contract award. Accordingly, each offeror is required to submit a list of up to five of its most recent contracts within the past three years for the same or similar products. It is preferred that these contracts be with U.S. Government customers, but contracts with other commercial concerns are also acceptable. **Offerors are encouraged to provide information relative to any problems encountered on the identified contracts and any corrective actions taken by the offeror.** The Source Selection Authority (SSA) Contracting Officer will evaluate the offeror's past performance based upon the information furnished by the offeror and/or other information obtained by the Contracting Officer. The Contracting Officer is not responsible for locating or securing any information not furnished with the offer.

The SSA/Contracting Officer may, however, utilize all available information, including information not provided by the offeror, in the past performance evaluation. The Government reserves the right to review less than all information submitted, and to only analyze sufficient information to make a reasonable determination of each offeror's past performance rating.

If insufficient information regarding the offeror's corporate history is available, the offeror is encouraged to submit for evaluation evidence of relevant past performance on the part of the offeror's key/principal employees, as either a prime or subcontractor.

Past performance is assessed by the SSA/Contracting Officer and is assigned a narrative rating in the evaluation. Each offeror will be given an adjectival rating on past performance: highly favorable, favorable, neither favorable nor unfavorable, or unfavorable. **Offerors who have** no same or similar history (or without a record of relevant past performance) will be rated neither favorable nor unfavorable. For Offerors who do not have same or similar past performance, the Government reserves the right to award to other than the lowest priced offer as set forth elsewhere in the solicitation. In addition, the

Government may accept other than the lowest priced offer if doing so would result in greater value to the Government in terms of technical compliance, past performance, price and quality. As a part of the past performance evaluation, the Government will assess the offeror's previous compliance with the requirements of FAR 52.219-8 and 52.219-9 as applicable.

Note: Award will be made to the offeror whose offer is most advantageous to the Government.

### **PRICING FOR ALL PRICING MATRIX QUANTITIES**

Offerors must submit pricing for all pricing matrix quantities in Section B in order to be considered for award.

### **PROPOSALS**

Offers submitted on any basis other than F.O.B. Destination may be deemed unacceptable.

**NOTE:** Offerors are advised that proposals may be evaluated without consideration of any proposed subcontractor, which is deemed to have an organizational conflict of interest.