

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER N0017400683970		PAGE 1 OF 46				
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N00174-10-Q-0109		6. SOLICITATION ISSUE DATE 26-Jul-2010		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARITA THOMPSON			b. TELEPHONE NUMBER (No Collect Calls) 301-744-6674		8. OFFER DUE DATE/LOCAL TIME 03:30 PM 16 Aug 2010			
9. ISSUED BY NAVSEA INDIAN HEAD ATTN: MARITA THOMPSON, CODE C12T MARITA.THOMPSON@NAVY.MIL 4072 NORTH JACKSON RD INDIAN HEAD MD 20640  TEL: 301-744-6674 FAX: 301-744-6547		CODE N00174		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 500 NAICS: 334519			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
						<input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)				
						13b. RATING DO-S1				
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY			CODE			
17a. CONTRACTOR/OFFEROR  TEL.		CODE		18a. PAYMENT WILL BE MADE BY			CODE			
		FACILITY CODE								
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT	
		<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)					
					TEL: EMAIL:					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

STATEMENT OF WORK

**STATEMENT OF WORK  
for  
L200 Linear Accelerator Replacement**

**1.0 SCOPE**

The Contractor shall provide and install a Dual Energy Linear Accelerator System on an existing Government hoist in Building 731, Naval Surface Warfare Center (NSWC), Indian Head, Maryland. The X-Ray linear accelerator is necessary for radiographic inspection of a wide range of energetic devices ranging from Primers, Cartridges, Igniters to large Rocket Motors. The requirements of the inspection require that the x-ray beam be directed in particular orientations, and the linear accelerator system must be equipped with a powered manipulator for this movement. The linear accelerator system must be mounted to the existing crane and be able to meet all orientation requirements while mounted to the crane. After installation of the new linear accelerator system, the Contractor shall take delivery of the existing Varian L200 linear accelerator tube head for disassembly and disposal. This tube head contains depleted uranium, so the Contractor must possess a current Nuclear Regulatory Commission (NRC) license for depleted uranium.

**2.0 APPLICABLE DOCUMENTS**

NRC Regulation, 10 CFR 40.51 Transfer of Source or Byproduct Material  
Drawing 2008-Y-156 X-Ray Facility, Electrical Instrument Location Drawing  
Drawing 2009-Y-006 X-Ray Facility, Interlock & Warning System Wiring Schematics  
Drawing 2009-Y-007 X-Ray Facility, Interlock & Warning System Electrical Panels

**3.0 SPECIFIC SYSTEM PERFORMANCE REQUIREMENTS**

The Contractor shall provide a Dual Energy Linear Accelerator System with all hardware necessary to generate x-rays for industrial radiographic inspection. In addition to meeting these requirements, the system shall meet the specific requirements of Statement of Work (SOW) Paragraphs 3.1 to 3.7. All components used in the construction of the linear accelerator shall be new, and the linear accelerator system shall be Underwriters Laboratory (UL) approved.

**3.1 Dual Energy Linear Accelerator Tube Head** The Contractor shall provide a Dual Energy Linear Accelerator Tube Head that meets the following criteria:

- Dual Energy, switch-able on demand between 2 MeV and 1 MeV utilizing a standing wave with side-coupled cavity energy switching or equivalent.
- Output at 2 MeV of up to 200 rads/min with the output configurable by the user
- Output at 1 MeV of at least 25 rads/min
- Collimator: 20-25° Square
- Tube head shielding shall contain no radioactive material that requires an NRC license.
- Tube head leakage of no greater than 0.1% when measured at 39 inches off beam axis.
- Effective focal spot size of equal to or less than 2 mm.

**3.2 Modulator** The Contractor shall provide a Modulator that meets the following criteria:

- Modular design that allows for the same modulator to be used with different tube heads to achieve up to 6 MeV
- Modulator will be located inside of exposure bay and must operate in an environment between 60° F and 95° F, with a 90% maximum relative humidity.

- 3.3 Manipulator** The Contractor shall provide a Manipulator that meets the following criteria:
- Powered manipulator capable of tilting the accelerator tube head at any angle between 0 degrees (Vertical) to 90 degrees (Horizontal).
  - Powered manipulator capable of rotating the accelerator tube head at any angle in a 180-degree range.
  - Manipulator must secure to the existing government hoist without modification
- 3.4 Laser** The Contractor shall provide a Laser that meets the following criteria:
- Integral fixed laser to align the x-ray beam to the object being inspected.
  - Interface laser to existing wall mounted controls in exposure bay.
- 3.5 Control Console** The Contractor shall provide a Control Console that meets the following criteria:
- Rack-mounted self-contained non-PC based touch-screen control console mounted in a desktop 19 inch rack.
  - Integral key switch that prevents x-ray generation when the key is removed. Key must be removable between exposures without requiring shutdown of control console. Operator must be able to press button to start x-ray on sequence immediately upon inserting and turning the key.
  - No wireless transmit capability is allowed.
  - Control console will be located in a control room near the exposure bay and must operate in an environment between 60° F and 95° F, with a 90% maximum relative humidity.
- 3.6 Temperature Control Unit, 3.0 ton** The Contractor shall provide a 3.0 Ton Temperature Control Unit that meets the following criteria:
- External temperature control unit with a stainless steel enclosure.
  - The Contractor shall provide all refrigerant and coolant as required
- 3.7 Supplemental Material** The Contractor shall provide a Supplemental Material that meets the following criteria:
- All hoses and cables required shall be provided by the contractor.
    - Control Console to Modulator Cable length shall be determined by contractor prior to installation and are estimated to be at least 150 feet.
    - Modulator to Tube Head Cable length shall be determined by contractor prior to installation and are estimated to be at least 100 feet.
    - Tube Head to Temperature Control Unit Hose length shall be determined by contractor prior to installation and are estimated to be at least xx feet.
  - The Contractor shall provide Spare Part kit with contents as described in the Contractor's Technical proposal

#### **4.0 SYSTEM INTERFACES**

The Contractor shall ensure that the linear accelerator system works with the physical and electrical interfaces of the existing linear accelerator system. This listing of interfaces is not all encompassing, and the Contractor shall identify any additional interfaces and potential interference issues during the pre-proposal site visit.

##### **4.1 Physical Interface to Government Hoist**

- As no technical drawings are available of the existing Government hoist, Contractor shall determine how to safely secure the new linear accelerator with powered manipulator onto the existing hoist.

##### **4.2 Electrical Interface to Manipulator**

- Power Supply Connection 208 Volt/60 Hz

**4.3 Electrical Interface to Temperature Control Unit**

- Power Supply Connection 208 Volt/60 Hz

**4.4 Electrical Interface to Control Console**

- Power Supply Connection 120 Volt/60 Hz

**4.5 Safety System Interface**

- Linear accelerator system shall interface with the existing Programmable Logic Control (PLC)-based interlock, emergency stop and warning station system as shown in drawings 2008-Y-156, 2009-Y-006, and 2009-Y-007. Designer of safety system will be available during pre-proposal site visit to address questions in regards to electrical interface and PLC programming.

**4.6 Physical Access to Exposure Bay**

- The maximum dimensions of the passageway leading to the exposure bay where the modulator and tube head will be located is 4 feet 2 inches wide and approximately 15 feet tall.

**5.0 INSTALLATION**

Contractor shall install system and run system for initial checkout after the building has been prepared for installation by the Government. Government will be responsible for removing existing L200 components, including hoses and cables. Government will prepare electrical power, plumbing and interlock system connections for new system and provide rigging of new equipment into place.

**6.0 DISPOSAL**

After installation of the new linear accelerator system, the Government will ship the existing Varian L200 tube head to the Contractor's facility for disassembly and disposal. The tube head contains approximately 18.2 kg of depleted uranium. The transfer of the tube head to the Contractor will be done in accordance with 10 CFR 40.51 as required by Indian Head's Naval Radioactive Materials Permit (NRMP) permit. The Government may only ship this material to the Prime Contractor; it cannot ship it to a subcontractor.

**7.0 TRAINING**

The Contractor shall provide training for a minimum of four radiographers in the operation of the linear accelerator system on-site at NSWC Indian Head.

**8.0 WARRANTY**

The Contractor shall provide a standard comprehensive 1-year on-site warranty. One year should start on the day of installation and shall include all labor, parts and travel expenses.

**9.0 DATA REQUIREMENTS****9.1 Nuclear Regulatory Commission License for Depleted Uranium**

The Contractor shall provide a current copy of the Contractor's specific license or registration certificate or provide a written certification that they are authorized by license or registration certificate to receive the type, form, and quantity of source or byproduct material to be transferred, specifying the license or registration certification number, issuing agency and expiration date. This shall be provided within seven days after installation of the new linear accelerator system.

## **9.2 Status Reports**

The Contractor shall submit monthly status reports to the Government's Technical Point of Contact (TPOC) and Contract Specialist identified in the contract. The first status report shall be due on the tenth day after the first complete month following award of the contract. The Contractor shall submit subsequent status reports by the tenth calendar day of each subsequent month for the duration of the contract. The status reports may be emailed.

## **9.3 Manuals, Electrical Circuit Diagrams and Supplemental Data**

The Contractor shall provide two sets of Operator and Maintenance Manuals, schematics and supplemental data to the Government within sixty days after contract award. The Government will require sufficient rights to the data to enable it to duplicate and transmit the schematics and supplemental data for the purposes of obtaining safety approval for this system. Distribution of these documents will include other government agencies including the Navy's Radiological Affairs Support Office (RASO).

## **9.4 Electromagnetic Environmental Effects Report**

The Contractor shall provide a Hazards of Electromagnetic Environmental Effects Report to the Government at the time of delivery. This report shall detail applicable hazards of electromagnetic effects to personnel and ordnance items when the system is operating and idle. The report shall also identify and chart electromagnetic radiation specific to this model from radio frequencies through "hard" x-rays in both energies and while idle. Wavelengths studied shall be  $10^3\text{m}$  through  $10^{-11}\text{m}$ . Report shall be approved by the Contractor's cognizant radiation expert (Radiation Hazard Officer or certified Professional Engineer). The report shall give an analysis of what electromagnetic effects the equipment is producing, paying particular attention to effects on humans and ordnance.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	L200 Linear Accelerator Replacement Deliver and Install a New Universal Laboratory Approved Dual Energy Linear Accelerator System on an existing Government hoist, to include all hardware and electrical interfaces in accordance with the Statement of Work (SOW) NSN: 6685LLIH55718 DWG NR: N/A	1	Each		

NET AMT \_\_\_\_\_

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Disposal of Existing Varian L200 Tube Disassembly and Disposal of the existing Varian L200 linear accelerator tube head, containing depleted uranium as defined in the Statement of Work and in accordance with 10CFR 40.51 as required by NSWC Indian Head's Naval Radioactive Materials Permit (NRMP).	1	Each		

NET AMT \_\_\_\_\_

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Training Training for a minimum of four radiographers in the operation of the linear accelerator system on-site at NSWC Indian Head, Maryland.	1	Lot		

NET AMT \_\_\_\_\_

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	DATA: L200 Linear Accelerator DATA: The Contractor shall submit Contract Data Requirements to the Contracting Officer Representative (COR) for review, comment, and approval; in accordance with the Statement of Work.		Lot		*NSP

\*NSP = Not Separately Priced

NET AMT \_\_\_\_\_

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	01-OCT-2010	1	N/A FOB: Destination	
0002	01-OCT-2010	1	N/A FOB: Destination	
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.222-99 (Dev)	Notification of Employee Rights under the National Labor Relations Act (DEVIATION 2010-O0013)	JUN 2010
52.232-17	Interest	OCT 2008
52.246-11	Higher-Level Contract Quality Requirement	FEB 1999
52.247-34	F.O.B. Destination	NOV 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7003	Item Identification and Valuation	AUG 2008
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, in addition to the information required in 52.212-2 below, offeror must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) One (1) copy of the Nuclear Regulatory Commission (NRC) License

(6) Terms of any express warranty;

(7) Price and any discount terms;

(8) "Remit to" address, if different than mailing address;

(9) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(10) Acknowledgment of Solicitation Amendments;

(11) Past performance information, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(12) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Reserved.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

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

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

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

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

(C) If this solicitation is a request for proposals, it was the only proposal received.

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Reserved.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC

20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) Reserved.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of provision)

#### 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

**GENERAL INFORMATION:** Each offeror shall submit an offer/proposal that is in strict accordance with these instructions. Therefore, the Government encourages Offerors to contact the Contract Specialist by telephone, facsimile transmission, electronic mail (E-Mail), or mail order to request an explanation of any aspects of these instructions. The Request for Proposal (RFP) is being conducted on a best value basis utilizing the tradeoff process.

As a result of this solicitation, the Government intends to award a contract based on initial offers and without holding discussions, but reserves the right to hold discussions at the Government's discretion.

#### **SITE VISIT INSTRUCTIONS**

A Site Visit is scheduled for **4 August 2010** at the installation location: Naval Surface Warfare Center (NSWC) Indian Head, Indian Head, MD.

The purpose of the site visit is to familiarize the offerors with the scope of work and with the existing site conditions. Attendance at the site visit is strongly recommended. The Government will not pay for proposals or costs associated with proposal preparation, including participation in the site visits.

All Offerors interested in attending the Site Visit **MUST** be PRE-REGISTERED to participate in the Site Visit. The following Pre-Registration Information is required from each attendee. Pre-Registration Information **MUST** be E-mailed to the attention of Marita Thompson, Contract Specialist at [marita.thompson@navy.mil](mailto:marita.thompson@navy.mil). The Pre-Registration Information is due no later than **3:00 P.M., EDT on 30 July 2010 (3 working days prior to the visit day)**. It is the responsibility of the offeror to contact the Contract Specialist at (301) 744-6674 to request confirmation of receipt.

Pre-Registration Information **REQUIRED** for each participant for Site Visit:

- 1) Name: Last, First MI
- 2) Citizenship:
- 3) Representing Company/Command:
- 4) Company Address:
- 5) Solicitation Number:

In addition to Pre-Registration, all visitors to NSWC Indian Head, must be US Citizens and must provide a completed copy of the Department of Homeland Security (DHS) Form 1-9, Employment Eligibility and Verification Form (signed by the visitor and their employee) to Marita Thompson, Contract Specialist via E-mail at

[marita.thompson@navy.mil](mailto:marita.thompson@navy.mil) or via Fax (Attn: Marita Thompson) at (301) 744-6547, no later than **3:00 P.M. EDT on 30 July 2010** (3 working days prior to the visit day. It is the responsibility of the offeror to contact the Contract Specialist at (301) 744-6674 to request confirmation of receipt

In ADDITION to the above REQUIRED Information, please see *Section J, Attachment (1)* for Site Visit Driving Directions to NSWC Indian Head, Area Accommodations, and Local Restaurants.

Your access to the base must be approved pending a security review.  
Failure to follow the above directions will result in denial to enter the Facility.

Due to Base Security requirements and limited field staff available for contractor site visits, the scheduled site visit WILL BE THE ONLY ONE OFFERED. Individual request for site visits WILL NOT be granted.

Request for Information (RFIs) to include questions, generated from the site visit MUST be in writing and forwarded to Marita Thompson, Contract Specialist via E-mail at [marita.thompson@navy.mil](mailto:marita.thompson@navy.mil) no later than **3:00 P.M., EST on 6 August 2010**. Request for Information (RFIs) to include questions, will NOT be accepted after 3:00 P.M., EST 6 August 2010.

(b) Phase Evaluation: The Government will evaluate offers for award purposes in two Phases (Phase I and Phase II). Offerors who successfully satisfy the Phase I requirements detailed below will be eligible to be evaluated on Phase II. The offerors proposal in response to Phase I shall be in the form prescribed by this solicitation. Offerors who do not successfully complete the requirements of Phase I will not be eligible to be evaluated on Phase II, and will be eliminated from the competition.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after it receipt, unless a written notice of withdrawal is received before award.

**Offerors shall submit the following information. Failure to follow these instructions will render an offer ineligible for award.**

1. One (1) completed and signed RFP package, with all representation certifications executed, and with prices in Section B.
2. One (1) copy of the Nuclear Regulatory Commission (NRC) License volume.
3. Two (2) copies of the Technical volume.
4. Two (2) copies of operation and maintenance manuals, schematics, and supplemented data associated with a previously built system that is of the same model.
5. One (2) copy of the Past Performance volume.
6. One (1) copy of the Price volume.

**OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS:** Information shall be submitted in two (2) separate Phases as detailed below.

**Phase I**

<b><u>Factors:</u></b>	<b><u>Point Value</u></b>
1. Nuclear Regulatory Commission (NRC) License	Pass/Fail*

\* Offerors who receive a “Fail” evaluation rating for Phase I will not be eligible to be evaluated on Phase II, and will be eliminated from the competition.

**Phase II**

<b><u>Factors:</u></b>	<b><u>Point Value</u></b>
1. Technical	100 Points
Subfactors are as follows:	
<b><u>Subfactors:</u></b>	
a. Accelerator System Characteristics	35 Points
b. Quality System	35 Points
c. Experience	<u>30 Points</u>
<b>Total Points:</b>	<b>100</b>
2. Past Performance	As Set Forth Herein
3. Price	<u>Not Scored</u>

**PHASE I:**

**FACTOR 1: Nuclear Regulatory Commission (NRC) LICENSE**

The NRC License volume shall contain only NRC License information.

**1. Depleted Uranium**

Offeror shall provide a current copy of the Offeror's specific license or registration certificate or provide a written certification that it is authorized by license or registration certificate to receive the type, form, and quantity of source or byproduct material to be transferred, specifying the license or registration certification number, issuing agency and expiration date. *This document shall only be for the Prime Contractor or its Teammate, as defined in FAR 9.6 – Contractor Team Arrangements.* A proposal containing a license or certificate for a subcontractor will receive a “Fail” evaluation rating for Phase I.

**PHASE II:**

**FACTOR 1: TECHNICAL VOLUME** – The Offeror shall address all subfactors as detailed below. The Government has established the Page Limit for each technical subfactor as detailed below. Offerors are advised that excess pages will not be evaluated. The Offeror’s Technical Volume shall not exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar). Tables and graphics are acceptable, but may not be less than 10 pitch in font and are counted towards the page limitation.

The offeror shall address the following:

- |                                       |           |
|---------------------------------------|-----------|
| 1. Accelerator System Characteristics | 35 Points |
| 2. Quality System                     | 35 Points |
| 3. Experience                         | 30 Points |

**Subfactor 1.0: Accelerator System Characteristics**

1.1 Referencing the applicable drawings and Statement of Work (SOW), the Offeror shall provide a detailed description of how it will achieve the requirements specified in the SOW. All aspects of the SOW shall be covered, with special attention paid to the following areas:

1.1.1 Dual energy output of 2 MeV and 1 MeV, switchable on demand by the user.

1.1.2 Powered manipulator with the ability to meet the rotation and tilt requirements, including how the manipulator will be secured to the existing Government hoist.

1.1.3 Shielding of the tube head to achieve the maximum leakage requirements without the use of radioactive material.

1.1.4 Control console design showing a self contained, non-PC based touch-screen system. Example images of touch-screen menu system showing ease of use. Show that radiation safety requirements are met including a key switch that prevents x-ray generation when the key is removed.

1.1.5 Interfacing into the existing Programmable Logic Controller (PLC) based safety interlock and warning system. Including redundancies built into the linear accelerator system.

1.1.6 List of spare parts that will be provided as part of the spare part kit and description of how reliability data was used to determine what parts would be included.

1.2 The Offeror shall describe how it will handle the disassembly and disposal of the tube head in accordance with the requirements of the Nuclear Regulator Commission. Note that the Government may only deliver nuclear material to the Offeror or its Teammate; the Government may not deliver nuclear material to a subcontractor.

1.3 The Offeror shall identify any foreseeable problem areas or areas of concern that may affect the delivery schedule or performance of the system. The Offeror shall describe what plans it has to eliminate them. If the Offeror anticipates no problems, the Offeror shall explain why.

**Subfactor 2.0: Quality System**

- 2.1 The Offeror shall provide a description of the quality system in place in the organization.
- 2.2 The Offeror shall identify if the organization quality system is registered or certified to ISO 9001 or equivalent internationally recognized body.

**Subfactor 3.0: Experience**

The Offeror shall provide a description of similar systems that it has previously delivered. To demonstrate a mature and reliable design, these systems should be those that are of the same model as the Offeror proposes to deliver and that have been in service for at least three years. The description shall provide detailed information about requirement similarities between the delivered systems and the proposed system, information about the delivery schedule (state whether there were any changes from the original contract requirements and why), and whether there were any delays or problems with the systems. The Offeror shall provide a technical point of contact for each delivered system, including name, position, telephone number, and email address.

*The experience reference information must be current to facilitate the evaluation process. If the Offeror has no relevant experience, then the Offeror shall make an affirmative statement to this effect.*

**FACTOR 2: PAST PERFORMANCE VOLUME** – Shall contain only the Past Performance Information.

Past Performance is a measure of the degree to which an Offeror, as an organization, has during the past three years: (1) satisfied its customers, and (2) complied with federal, state, local laws and regulations. The Offeror shall provide a list of references, a minimum of three, using the *Past Performance Matrix, (as listed in Section J, Attachment (2))*, who will be able to provide information regarding the Offeror's past performance during the past three years in regard to the following areas: (1) customer satisfaction; (2) timeliness; (3) technical success; (4) program management; and (5) quality.

**Past Performance will be evaluated by the contracting office personnel. The Offeror shall provide a minimum of three references. Offerors shall provide the required past performance references or provide an explanation of why three references cannot be provided. Failure to provide the list of three references or to explain why three references cannot be provided will result in the elimination of the offeror from award consideration. The past performance reference information must be current to facilitate the evaluation process. If the Offeror has no relevant past performance within the last three years, or cannot otherwise provide a list of three references, then the Offeror must make an affirmative statement to this effect.**

The Offeror may submit the *Past Performance Questionnaire (as listed in Section J, Attachment (3))* to any of the references listed on the Past Performance Matrix. The Offeror shall provide a list of references on the Past Performance Matrix. A minimum of three (3) references is required. The Offeror shall instruct the references to complete Past Performance Questionnaire and return it directly to:

Naval Sea Systems Command, Indian Head Division  
4072 N. Jackson Street, Bldg. 1558  
Attn: Marita Thompson, Code C12T  
Indian Head, MD 20640-5035  
Fax: (301) 744-6547  
Email: [marita.thompson@navy.mil](mailto:marita.thompson@navy.mil)

The Offerors' selected references must be listed on the Past Performance Matrix. Failure of the references to submit Past Performance Questionnaire to the Contract Specialist by the Closing Date of the Solicitation may result in

inability of the Government to rank the Offeror's past performance unless Offeror provides explanation of that lack of past performance.

**NOTE: PAST PERFORMANCE INFORMATIONAL & QUESTIONNAIRE SHEETS ARE ATTACHMENTS TO RFP.**

**FACTOR 3: PRICE VOLUME** - The Offeror's Price Volume shall contain only price information.

**1. Price**

The price proposal shall include the completed RFP document, with prices filled in on the CLIN(s) or Item No.(s). The Price Volume shall include any available pricing information to facilitate the price analysis that will be performed in evaluating the proposal (i.e., price breakdown, catalog pricing, past pricing history, etc.).

The price information shall include data regarding the general financial condition of the Offeror and specific plans for financing the proposed contract. The Government does not intend to provide any financial assistance.

**EVALUATION FACTORS FOR AWARD**

**GENERAL:** The Government will award a contract resulting from this Request for Proposal to the responsible offeror whose submission, which complies with the instructions and conforms to the solicitation, represents the Best Value to the Government. Best value will be determined based on an integrated assessment of the evaluation factors for award. Once all evaluations are complete and tabulated in accordance with the Source Selection Plan, the Government will make a series of comparisons among the Offerors by comparing the tabulated scores/ratings to the evaluated price. From these comparisons the Government will determine the offeror who offers the best value to the Government.

**RELATIVE IMPORTANCE OF THE EVALUATION FACTORS:** An Offeror shall comply with the instructions contained in these Instructions to Offerors. The Contracting Officer may eliminate an Offeror from further consideration for failure to comply with the instructions.

Proposals will be evaluated using the factors and sub-factors below, which are listed in descending order of importance.

**PHASE I\***

1. Nuclear Regulatory Commission (NRC) License

\* Offerors who receive an evaluation rating of "Fail" for Phase I will not be eligible to be evaluated on Phase II, and will be eliminated from the competition.

**PHASE II**

1. Technical
  - a). Accelerator System Characteristics
  - b). Quality System
  - c). Experience
2. Past Performance
3. Price

In accordance with FAR 15.304, when combined, Technical and Past Performance are significantly more important than Price.

**PHASE I****FACTOR 1: NRC LICENSE**

The Government will check the NRC License information provided by the Offeror to ensure that the existing accelerator tube head containing depleted uranium can be safely and legally transferred in accordance with the NSW Indian Head permit. The Government may only transfer the nuclear material to the prime contractor; it cannot transfer the material to a subcontractor. Offers submitted that do not include NRC License information will be rejected as unacceptable and will be eliminated from the competition.

**PHASE II****FACTOR 1: TECHNICAL (To include Subfactors: a) Accelerator System Characteristics, b) Quality System and c) Experience.)**

- a. Subfactor 1.0: Accelerator Systems Characteristics: The Government will consider the technical specifications of the system offered in the technical proposal as an indicator of the Offeror's understanding of the requirement and as a measure of performance risk. The Government will evaluate the linear accelerator system characteristics of the proposed system in addition to the manuals, schematics and supplemental data submitted to ensure that the linear accelerator system will meet all operational and safety requirements associated with the use of a linear accelerator for the inspection of explosive devices. The Government will evaluate the ability of the linear accelerator system to interface with all existing systems and processes in order to minimize modifications to the existing systems or disruptions to the established work practices in the area. The Government will evaluate the ability of the Offeror to handle and dispose of the existing tube head in accordance with the requirements of the Nuclear Regulatory Commission (NRC) and the Naval Radiological Materials Permit (NRMP) held by NSW Indian Head.

Contracting Officers will use the following adjectival definitions in evaluating the Technical Subfactor 1.0: Accelerator Systems Characteristics:

**Excellent** - The Offerors technical submission shows a clear understanding of all requirements and sufficient supporting information has been provided to show that all requirements are met by the proposed system. Manuals and other information provided for the interfaces, including the user interface, show that the interfaces meet all radiation safety requirements and will integrate into the existing systems and processes without modification.

**Good** - The Offerors technical submission addresses all requirements and some supporting information has been provided to show that requirements are met by the proposed system. Manuals and other information provided for the user interface show that the interface will meet all radiation safety requirements and integrate into the existing systems and processes with minimal modification.

**Marginal** - The Offerors technical submission has addressed most of the requirements. There are some areas of technical risk. Manuals and other information provided for the user interface show that the interface will meet all radiation safety requirements and integrate into the existing systems and processes with significant modification.

**Inadequate** - The Offerors technical submission fails to address key requirements of the system. Technical submissions that claim compliance with all requirements but provide insufficient supporting information will be considered inadequate.

- b. Subfactor 2.0: Quality Systems: The Government will evaluate the Offerors's proposed quality system. The Government will determine whether the organization's quality system is registered or certified to ISO 9001 or equivalent internally recognized body.

Contracting Officers will use the following adjectival definitions in evaluating the Technical Subfactor 2.0: Quality Systems:

**Excellent** - The Offeror is registered to ISO 9001:2000.

**Good** - The Offeror is registered or certified to another internationally recognized quality system.

**Marginal** - The Offeror has a documented quality system. The Offeror has provided sufficient supporting information to demonstrate that a quality system is in place and is viable.

**Inadequate** - The Offeror provided no supporting documentation for their quality system.

- c. Subfactor 3.0: Experience: The Government will evaluate the experience of the Offeror for delivering linear accelerators that meet the technical characteristics specified in the Statement of Work and the reliability of those systems once installed. The assessment of the Offeror's experience will be used to evaluate the relative capability of the Offeror to successfully meet the requirements of the RFP. The Government will evaluate the quality of the Offeror's experience. This experience is specific to delivery of linear accelerators of the same or very similar model to that which is proposed for delivery on this contract. A lack of delivered systems of the same or similar model may be considered an indication that the model proposed by the Offeror may be lacking in design maturity. Lack of design maturity may lead to poor reliability or difficulties in locating replacement parts in the future. In evaluating an Offeror's experience, the Government will consider information from the Offeror's experience references, information obtained from other sources, including past and present customers, subcontractors and any others who may have useful information. Offerors with no experience history will receive a rating of "Inadequate".

Contracting Officers will use the following adjectival definitions in evaluating the Technical Subfactor 3.0: Experience:

**Excellent** - The Offeror has delivered numerous systems of the same model, meeting the specific technical performance requirements of this contract and those systems were installed with minimal problems. No problems have been encountered since the systems were installed.

**Good** - The Offeror has delivered numerous systems of the same model, meeting the specific technical performance requirements of this contract and those systems were installed with minimal problems. Minor problems have been encountered and the Offeror was able to quickly fix those problems with minimal downtime.

**Marginal** - The Offeror has delivered systems that are similar to the same model and those systems were installed with minimal problems or delivered systems of the same model and significant issues were encountered with those systems. If only a limited number of systems of the same model have been delivered or those systems have been in place for less than three years, experience will be considered Marginal. If delivered systems did not meet the specific technical performance requirements of this contract, experience will be considered Marginal.

**Inadequate** - The Offeror has not delivered systems or the same model or that are very similar to that which is proposed for delivery under this contract.

**FACTOR 2: PAST PERFORMANCE**

A. The Government will evaluate the quality of the Offeror's Past Performance during the past three years. This evaluation is separate and distinct from the Contracting Officer's Responsibility determination. The assessment of the Offeror's Past Performance will be used to evaluate the relative capability of the Offeror to successfully meet the requirements of the RFP.

B. The Government will evaluate the quality of the Offeror's Past Performance. This may include any aspect of Past Performance that is related to this contract. A record of poor Past Performance may be considered an indication that the Offeror may be lacking in areas such as technical success, quality and customer satisfaction. In evaluating an Offeror's Past Performance, the Government will consider information from the past three years contained in the Offeror's Past Performance references, information obtained from other sources, including past and present customers, subcontractors and any others who may have useful information, and other past performance data available to the Government. Offerors with no Past Performance history will receive a Neutral rating.

a. The elements listed below will be used to evaluate Past Performance:

- I. Customer Satisfaction. The Offeror's demonstrated commitment to maintaining an acceptable level of performance and customer satisfaction.
- II. Timeliness. The Offeror's demonstrated ability to meet contract schedules and delivery dates.
- III. Technical Success. The Offeror's demonstrated ability to understand and perform contract requirements.
- IV. Program Management. The Offeror's ability to meet or exceed its subcontracting plans.
- V. Quality. The Offeror's demonstrated ability to conform to contract specification requirements.

C. Contracting Officers will use the following adjectival definitions in evaluating Past Performance:

**Excellent** - The Offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

**Good** - The Offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. The reference would be willing to do business with the Offeror again.

**Average**- The Offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. The reference would consider doing business with the Offeror again.

**Poor** - The Offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. The reference would not do business with the Offeror again under any circumstances.

**Neutral** - No relevant past performance information was provided.

**FACTOR 3: PRICE**

Although price is the least important factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the offers in relation to the other factors on which selection is to be made. Price will be evaluated by the Contracts personnel to determine fair and reasonableness through the most appropriate method available. Price shall also be analyzed to determine the realism of the offer, i.e., is it representative of the offerors'?

understanding of the requirement and does it represent the cost that can be reasonably expected to incur during performance of the contract.

## METHODOLOGY

The Government will apply the following methodology for all Offerors that receive a "Pass" rating for the Phase I NCR License evaluation. Each Phase II factor will be reviewed based on the merits of the information contained in the Offeror's submission. Evaluators will not allow any prior knowledge of the Offeror to affect the evaluation of Factor 1, but all available, relevant, and timely Experience and Past Performance information will be considered during the evaluation of Factors 2 or 3.

At the conclusion of the Technical evaluation the Government will identify the Offerors' score for Technical. The Government will then establish a rating for Past Performance. Lastly, the Government will evaluate Price. Offerors will then be compared using tradeoffs between the factors, and award will be made to the Offeror that represents the best value to the Government.

(End of provision)

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (AUG 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

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

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated. **NAICS 334519/500 Employees**

"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.

Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

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 size standards in this solicitation.

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 business concern" means a concern 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 whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

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

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

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

(Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(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.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

- 251 - 500  \$3,500,001 - \$5 million
- 501 - 750  \$5,000,001 - \$10 million
- 751 - 1,000  \$10,000,001 - \$17 million
- Over 1,000  Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It (  ) is, (  ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It (  ) has, (  ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(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 s joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

(ii) It (  ) has, (  ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.  
 -----  
 -----  
 -----

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements- Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
—
_____
—
_____
—

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government 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, violating Federal criminal tax laws, or receiving stolen property; and

(3) ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ( ) Have, ( ) have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

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

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) 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 any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ( ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

( ) (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ( ) does ( ) does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

( ) (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ( ) does ( ) does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) 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 Internal Revenue Service (IRS).

(2) 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.

(3) Taxpayer Identification Number (TIN).

( ) TIN: -----.

( ) TIN has been applied for.

( ) TIN is not required because:

( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of the Federal Government.

(4) 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 -----.

(5) Common parent.

( ) Offeror is not owned or controlled by a common parent;

( ) Name and TIN of common parent:

Name -----.

TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

## (n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

(5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

- \_\_\_ (7) [Reserved].
- \_\_\_ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.
- \_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.
- \_\_\_ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.
- X** (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9
- \_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.
- \_\_\_ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.
- \_\_\_ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

- X (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- X (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- X (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- X (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- X (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- X (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- X (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- X (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- X (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (27) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)
- \_\_\_ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)
- \_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16. .
- \_\_\_ (30) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (31)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

X (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

\_\_\_ (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

\_\_\_ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

\_\_\_ (41) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

\_\_\_

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

(vii) Reserved.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) 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 include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)

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

Acceptance 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 supplies, or approves specific services as partial or complete performance of the contract.

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

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for **1 Year After Date of Installation (including all labor, parts and travel expenses) a standard commercial warranty shall be covered and honored.**

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) 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) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within **45 days of the last delivery under this contract.**

(2) Within a reasonable time after the notice, the Contracting Officer may either--

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3) (i) If the contract provides for inspection of supplies by sampling procedures, conformance of suppliers or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer--

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor--

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(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 this contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2010)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1)  252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) \_\_\_ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) \_\_\_ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) \_\_\_ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5)  252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) \_\_\_ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) \_\_\_ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8)  252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(9) \_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) \_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11) (i) \_\_\_ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) \_\_\_ Alternate I (SEP 2008)

(12) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14) (i)  252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) \_\_\_ Alternate I (JUL 2009) of 252.225-7036.

(15) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) \_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) \_\_\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22) X 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(24) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

**HQ M-2-0001 BASIS OF AWARD (NAVSEA) (SEP 1990){PRIVATE }**

ALL UNITS OF ALL ITEMS WILL BE AWARDED TO ONE OFFEROR. OFFERS, THEREFORE, MUST BE ON THE BASIS OF FURNISHING ALL UNITS OF ALL ITEMS.

**HQ M-2-0009 LANGUAGE REGARDING CONTRACT AWARD{PRIVATE }**

Attention is directed to Federal Acquisition Regulation (FAR) 52.215-2 which provides that the contract will be awarded to that responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation. "Factors" and "subfactors" shall include all of those evaluation factors and subfactors which are described herein.

**IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)**

The following contacts are provided for this contract:

Contract Administrator:	<b>St. Clair Larry</b>
Phone Number:	(301)744- 6641
E-mail:	stclair.larry@navy.mil
Payments/Invoicing:	<b>Tenisha Heyward</b>
Phone Number:	(301) 744-6367
E-mail:	E-mail: tenisha.heyward@navy.mil
Technical Representative:	(To Be Completed at Time of Award)
Phone Number:	
E-mail:	

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer, **Ruth D. Adams** at (301) 744-6655.

**IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) APR 2005**

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

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

New Year's Day  
 Birthday of Martin Luther King, Jr.  
 Washington's Birthday  
 Memorial Day  
 Independence Day  
 Labor Day  
 Columbus Day  
 Veterans Day  
 Thanksgiving Day  
 Christmas Day

Generally, if the holiday falls on a Saturday, it will be observed the preceding Friday, and if the holiday falls on a Sunday, the observance will be on the following Monday.

For a specific calendar year, the actual date of observance for each of the above holidays may be obtained from the OPM website at OPM.GOV or by using the following direct link: <http://www.opm.gov/fedhol/index.asp>.

3. The hours of operation for the Procurement Department and Receiving Branch are as follows:

<b>AREA</b>	<b>FROM</b>	<b>TO</b>
Procurement Dept. (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Procurement Department, please call for an appointment at least 24 hours in advance.

#### **IHD 77 – FFP WAWF INVOICE INSTRUCTIONS (NSWCIHD) (DEC 2008)**

(a) In accordance with the clause of this contract entitled “Electronic Submission of Payments Requests and Receiving Reports” (DFARS 252.232-7003), the Indian Head Division, Naval Surface Warfare Center will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture, and process receipt and payment-related documentation in a paperless environment. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides are also available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are “Getting Started for Vendors” and “WAWF Vendor Guide”.

(c) The designated CCR EB point of contact is responsible for activating the company’s CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company’s CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company’s CAGE code at <https://wawf.eb.mil>.

(d) The following information regarding payment request routing is provided for completion of the document in WAWF:

<b>Use Invoice and Receiving Report (Combo) for Firm Fixed Price Contracts/Orders</b>	
<b>Below Fields Are To Be Completed By The Buyer</b>	
<b>Contract Number</b>	
<b>Delivery Order</b>	
<b>CAGE Code/Ext.</b>	
<b>Pay DoDAAC</b>	
<b>Inspection</b>	Should be Source, Destination, or Other. If Other Specify the Applicable DoDAAC
<b>Acceptance</b>	Should be Source, Destination, or Other. If Other Specify the Applicable DoDAAC
<b>Fast Pay</b>	<b>DO NOT CHECK</b>
<b>Issue date</b>	ENTER BLOCK WHERE THIS DATE IS LOCATED
<b>Issue By DoDAAC</b>	
<b>Admin DoDAAC</b>	
<b>Inspect By DoDAAC</b>	
<b>Ship To Code/Ext.</b>	
<b>LPO DoDAAC/Ext.</b>	If Admin DoDAAC is N00174, then LPO DoDAAC is N00174, if not it is Not Applicable

(e) Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(f) Before closing out of an invoice session in WAWF, but after submitting your document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notifications” and add the following email address(es):

Technical Representative: BUYER FILL IN

This additional notification to the government is necessary to make the acceptor aware that the invoice has been submitted in WAWF. Without this notification, the government may be unable to process your submission in a timely manner, which will delay payment.

(g) When shipping material, it is strongly recommended the contractor print a completed copy of the receiving report from WAWF and include this with the shipping paperwork. This assists receiving personnel with matching received material to your payment request, which can speed your payment.

(h) The contractor shall submit invoices for payment per contract terms and the government shall process invoices for payment per contract terms.

(i) If you have any questions regarding WAWF, please contact Dan Twombly at 301-744-6613 or [daniel.twombly@navy.mil](mailto:daniel.twombly@navy.mil) or Chris Ireson at 301-744-6550 or [chris.ireson@navy.mil](mailto:chris.ireson@navy.mil)

LIST OF ATTACHMENT**List of Documents, Exhibits, and Attachments:**

<b>ATTACHMENT NO.</b>	<b>TITLE</b>	<b>PAGE NO.</b>
Attachment (1):	Site Visit Driving Directions to NSWC Indian Head, Area Accomodations, and Local Restaurants	2
Attachment (2):	Past Performance Matrix	1
Attachment (3):	Past Performance Questionnaire	4

## Routes to Indian Head Division Indian Head, MD

### From Baltimore (BWI):

Rt. I-95 West, Merge onto 295 South (Baltimore-Washington Parkway), Merge onto 495 South to exit 3A/Rt. 210/Indian Head Hwy, Indian Head. Continue South on Indian Head Hwy approximately 20 miles to main gate.

**From Maryland, points North** (Rockville/ Gaithersburg/College Park) 495 South to exit 3A/Rt. 210/Indian Head Hwy, Indian Head. Continue South on Indian Head Hwy approximately 20 miles to front gate.

### From Southern Maryland

Rt. 5 North to Waldorf. At intersection of Rts. 301 and 5, cross over Rt. 301 onto Rt 228 west-bound. Follow Rt. 228 approximately 6.9 miles before bearing left onto Rt. 210 South. Follow Indian Head Hwy approximately ten miles to the main gate.

### From Annapolis/Md's Eastern Shore

Rt 50 west to Rt. 301 South. Follow 301 South to Waldorf. Bear right on Rt. 228 approximately 6.9 miles before bearing left onto Rt. 210 South. Follow Rt. 210 approximately 10 miles to the main gate.

### From Virginia (Reagan National)

I-495E/I-95N toward Baltimore, over the Woodrow Wilson Bridge to Exit 3A - Rt. 210/Indian Head Hwy, Indian Head. Continue South on Indian Head Hwy approx. 20 miles to main gate.

### From Virginia (Dulles)

I-495S/Capital Beltway toward Richmond/Alexandria, over the Woodrow Wilson Bridge to Exit 3A - Rt. 210/Indian Head Hwy, Indian Head. Continue South on Indian Head Hwy approx. 20 miles to main gate.

*Pass Office is small brick building to the right just before the main gate. Follow the right lane and park behind the Pass Office. All visitors are required to stop and register.*



Indian Head Division,  
Naval Surface  
Warfare Center  
3767 Strauss Avenue  
Building 20  
Indian Head  
Maryland  
20640-5150

Indian Head Division, Naval Surface Warfare Center (IHDIV, NSWC) ensures operational readiness of United States and allied forces by providing the full spectrum technical capabilities necessary to rapidly move any “energetics” product from concept through production, to operational deployment.

As a DoD Energetics Center, IHDIV capabilities included research, development, testing, and engineering; acquisition; manufacturing technology; manufacturing; and industrial base, fleet, and operational support for warheads, explosives, propellants, pyrotechnics, and energetic chemicals; rocket, missile, and gun propulsion systems; missile simulators, trainers, and test and diagnostic equipment; tri-service cartridge-actuated devices, propellant-actuated devices, and aircrew escape propulsion systems; and other ordnance products.

IHDIV is the largest tenant command located at the Naval Support Facility, Indian Head in Charles County, Maryland. Just 20 miles south of Washington, DC, the base encompasses a 3,500 acre peninsula surrounded by the Potomac River and the Mattawoman Creek. IHDIV is home to over 1,200 employees, of which over 800 are scientists, engineers and technicians dedicated to energetics.

For more information contact:  
IHDIV Public Affairs Office:  
301-744-4304/6505  
[www.ih.navy.mil](http://www.ih.navy.mil)



## Visitors Guide

**Indian Head Division  
Naval Surface Warfare Center  
Indian Head, Maryland**

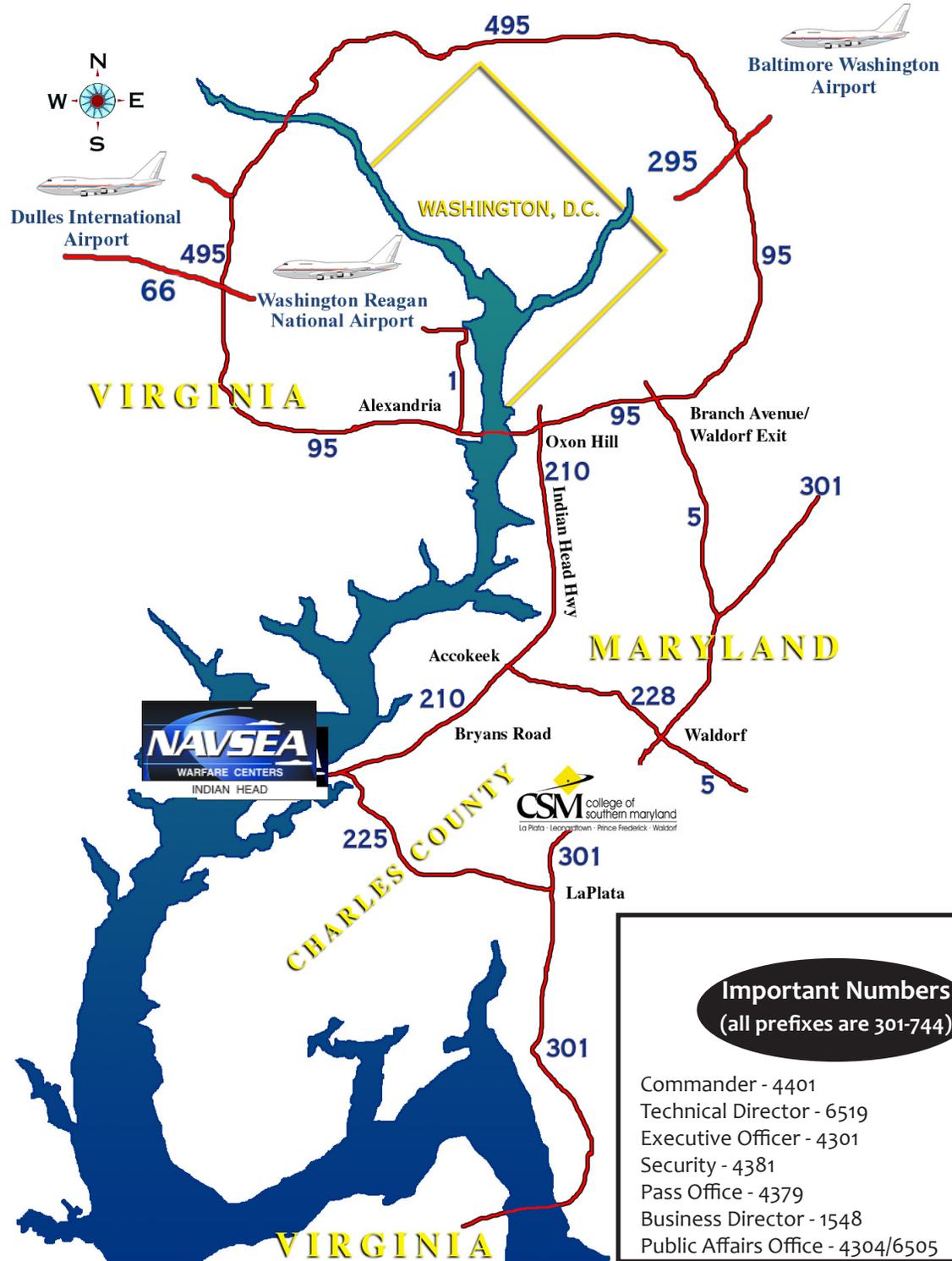
Attachment (1)

## AREA ACCOMMODATIONS

Indian Head, Maryland	
Indian Head Inn	(301) 743-5405
Super 8 Motel	(301) 753-8388
La Plata, Maryland	
Best Western	(301) 934-4900
Waldorf, MD	
Comfort Suites	(301) 932-4400
Days Inn	(301) 932-9200
Econo Lodge	(301) 645-0022
Hampton Inn	(301) 632-9600
Holiday Inn	(301) 645-8200
Clinton, MD	
Colony South Hotel	(301) 856-4500

## LOCAL RESTAURANTS

Apple Spice Junction, La Plata, (301) 934-0034
Brewhouse, Indian Head, (301) 743-6630
Casey Jones, La Plata, (301) 932-6226
Captain Billy's Crab House, Popes Creek, (301) 932-4323
CaloJero's, Indian Head, (301) 743-6620/6697
Carrabbas, Waldorf, (301) 645-0094
Charlie's, Fort Washington, (301) 292-0655
Damon's, Waldorf, (301) 374-9605
Einstein Bagels, Waldorf (301) 638-7890
El Dorado, La Plata, (301) 934-3970
Goodies, Indian Head, (301) 753-8033
Golden Star, Bryans Road, (301) 283-3327
Ledo Pizza, La Plata, (301) 932-3839
Lefty's Bar-B-Que, Waldorf, (301) 870-8998
Loredo's, White Plains/Waldorf, (301) 932-8667
Lunch Box, Bryans Road, (301) 283-3663
Mama Stella's, Bryans Road, (301) 375-6105
Mexico Restaurant, La Plata, (301) 374-2567
Mimi's Cafe, Waldorf, (301) 396-5885
Moma Stella's, Bryans Road, (301) 375-6105
Olive Garden, Waldorf (301) 374-9311
Outback Steak House, LaPlata, (301) 934-9599
Pancakes Plus, La Plata, (301) 934-1740
Public House Eatery, La Plata, (301)934-8422
Subway, Indian Head, (301) 753-6938
Subway, Bryans Road, (301) 375-9001



## Important Numbers (all prefixes are 301-744)

Commander - 4401
Technical Director - 6519
Executive Officer - 4301
Security - 4381
Pass Office - 4379
Business Director - 1548
Public Affairs Office - 4304/6505

## PAST PERFORMANCE MATRIX

For Solicitation Number: N00174-10-Q-0109  
L200 Linear Accelerator Replacement

References	Dollar Value of Contract	Work Description	Contract Completed on Time Yes/No	Contract Completed at Cost Yes/No (if No, % of overrun)	Provide Explanation for No Answers

**REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/COMPANY NAME, ADDRESS, POC, AND TELEPHONE NUMBER.**

## PAST PERFORMANCE QUESTIONNAIRE

**For Solicitation Number: N00174-10-Q-0109  
L200 Linear Accelerator Replacement**

Offeror's Name: \_\_\_\_\_

---

Name of agency/activity completing questionnaire: \_\_\_\_\_

Name and title of the person completing questionnaire: \_\_\_\_\_

\_\_\_\_\_

Length of time your agency/activity has been involved with the offeror: \_\_\_\_\_

PLEASE SUBMIT THE COMPLETED  
PAST PERFORMANCE QUESTIONNAIRE  
ON OR BEFORE  
3:30 P.M. LOCAL TIME, AUGUST 16, 2010

**TO:** NAVSEA Indian Head  
Solicitation No. N00174-10-Q-0109  
**Attn: Marita Thompson, Code C12T**  
4072 North Jackson Road  
Indian Head, MD 20602

Email address: [marita.thompson@navy.mil](mailto:marita.thompson@navy.mil)  
Fax: (301) 744-6547

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# PAST PERFORMANCE QUESTIONNAIRE

## RATING SCALE

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

## **EVALUATION CRITERIA**

**Excellent-** The offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

**Good-** The offeror's performance was better than average. The contractual performance was accomplished with some minor problems to which corrective actions taken by the contractor were effective. They would be willing to do business with the offeror again.

**Average-** The offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.

**Poor-** The offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. The reference would not do business with the offeror again under any circumstances.

**Neutral -** The contractual performance of the element being assessed was never a requirement, never an issue, or there is no knowledge of the element in question.



# PAST PERFORMANCE QUESTIONNAIRE

**PLEASE PROVIDE SUBJECTIVE RESPONSES FOR THE FOLLOWING:**

1. Would you recommend this contractor for similar Government contracts? Please explain:

2. Have you experienced special or unique problems with the referenced contractor that the Government should be aware of in making our decision?

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company/Organization