

|  |  |   |   |                               |                             |                         |              |
|--|--|---|---|-------------------------------|-----------------------------|-------------------------|--------------|
| <b>SOLICITATION, OFFER AND AWARD</b>   |  |   | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)               |                               | RATING                      | PAGE OF PAGES<br>1   44 |              |
| 2. CONTRACT NO.  |  | 3. SOLICITATION NO.<br>N00174-10-R-0024 | 4. TYPE OF SOLICITATION<br>[ ] SEALED BID (IFB)<br>[X] NEGOTIATED (RFP) | 5. DATE ISSUED<br>26 May 2010 | 6. REQUISITION/PURCHASE NO. |                         |              |
| 7. ISSUED BY<br>NAVSEA INDIAN HEAD<br>ATTN: ST. CLAIR LARRY, CODE C12T<br>4072 NORTH JACKSON RD<br>INDIAN HEAD MD 20602<br>CODE N00174 |  |   | 8. ADDRESS OFFER TO<br>(If other than Item 7)<br><b>See Item 7</b>      |                               | CODE                        |                         | TEL:<br>FAX: |
| TEL: 301-744-6544<br>FAX: 301-744-6547   |  |   |   |                               |                             |                         |              |

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

### SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building 1558 until 12:00 AM local time 28 Jun 2010  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

|                           |  |                            |   |   |
|---------------------------|--|----------------------------|---|---|
| 10. FOR INFORMATION CALL: |  | A. NAME<br>ST. CLAIR LARRY | B. TELEPHONE (Include area code) (NO COLLECT CALLS)<br>301-744-6641 | C. E-MAIL ADDRESS<br>stclair.larry@navy.mil |
|---------------------------|--|----------------------------|---|---|

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

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

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

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

|                                  |  |      |          |   |  |
|----------------------------------|--|------|----------|---|--|
| 15A. NAME AND ADDRESS OF OFFEROR |  | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) |  |
|----------------------------------|--|------|----------|---|--|

|                                       |  |  |  |               |  |                |  |
|---------------------------------------|--|--|--|---------------|--|----------------|--|
| 15B. TELEPHONE NO (Include area code) |  | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.<br><input type="checkbox"/> |  | 17. SIGNATURE |  | 18. OFFER DATE |  |
|---------------------------------------|--|--|--|---------------|--|----------------|--|

### AWARD (To be completed by Government)

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

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

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001    | FIRST ARTICLE CKU-7 TRACK<br>CKU -7 Track. All items recieved under CLIN 0001 will undergo testing IAW First Article Testing criteria outlined on Page 12 of this Solicitation to include Material Testing, Protective Finish Testing, Magnative Particle Inspection, and Dimensioning Testing. Tracks must meet or exceed specifications IAW ASME Y14.5M, ASME Y14.100-2000, SAE-AMS-6360L, MIL-STD-100<br>Drawing Number: SK09042-E212F Sheet 1, SK09042-E212F Sheet 2., 5134307 REV. D | 10       | Each |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0002    | CKU-7 TRACK<br>CKU-7 TRACK- Tracks must meet or exceed specifications IAW ASME Y14.5M, ASME Y14.100-2000, SAE-AMS-6360L, MIL-STD-100<br>Drawing Number: SK09042-E212F Sheet 1, SK09042-E212F Sheet 2., 5134307 REV. D TOTAL QUANTITY REQUIRED: 1,000 ea |          | Each |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES                | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|----------------------------------|----------|------|------------|--------|
| 0002AA  | CKU-7 TRACK<br>SAME AS ITEM 0002 | 200      | Each |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES                | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|----------------------------------|----------|------|------------|--------|
| 0002AB  | CKU-7 TRACK<br>SAME AS ITEM 0002 | 200      | Each |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES                | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|----------------------------------|----------|------|------------|--------|
| 0002AC  | CKU-7 TRACK<br>SAME AS ITEM 0002 | 200      | Each |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES                | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|----------------------------------|----------|------|------------|--------|
| 0002AD  | CKU-7 TRACK<br>SAME AS ITEM 0002 | 200      | Each |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES                | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|----------------------------------|----------|------|------------|--------|
| 0002AE  | CKU-7 TRACK<br>SAME AS ITEM 0002 | 200      | Each |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0003    | CKU-7 TRACK<br>CKU-7 TRACK- Tracks must meet or exceed specifications IAW ASME Y14.5M,<br>ASME Y14.100-2000, SAE-AMS-6360L, MIL-STD-100<br>Drawing Number: SK09042-E212F Sheet 1, SK09042-E212F Sheet 2., 5134307<br>REV. D TOTAL QUANTITY REQUIRED: 500ea |          | Each |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES                | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|----------------------------------|----------|------|------------|--------|
| 0003AA  | CKU-7 TRACK<br>SAME AS ITEM 0003 | 200      | Each |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES                | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|----------------------------------|----------|------|------------|--------|
| 0003AB  | CKU-7 TRACK<br>SAME AS ITEM 0003 | 200      | Each |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES                | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|----------------------------------|----------|------|------------|--------|
| 0003AC  | CKU-7 TRACK<br>SAME AS ITEM 0003 | 100      | Each |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0004    | CKU-7 TRACK<br>CKU-7 TRACK- Tracks must meet or exceed specifications IAW ASME Y14.5M,<br>ASME Y14.100-2000, SAE-AMS-6360L, MIL-STD-100<br>Drawing Number: SK09042-E212F Sheet 1, SK09042-E212F Sheet 2., 5134307<br>REV. D | 300      | Each |            |        |

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NET AMT

CLIN SELECTION

**Only CLIN 0001 and one other CLIN (0002, 0003, 0004) will be selected for the subject contract due to Multiple Awards being anticipated. This component is on the Indian Head Division Qualified Bidders List (QBL). Offerors who successfully manufacture the item and pass all other QBL requirements will be placed on a QBL. Qualification and listing in a QBL is the process by which products are obtained from manufacturers or distributors, examined and tested for compliance with specification requirements, or manufacturers or potential offerors, are provided an opportunity to demonstrate their abilities to meet the standards specified for qualification. The names of successful products, manufacturers, or potential offerors are included on lists evidencing their status. QBL requirements are then only competed amongst qualified offerors.**

## Section C - Descriptions and Specifications

## CLAUSES INCORPORATED BY FULL TEXT

**HQ C-2-0027 - FIRST ARTICLE (GOVERNMENT TESTING) (NAVSEA) (SEP 1990)**

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

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

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

## CLAUSES INCORPORATED BY FULL TEXT

**HQ C-2-0038 - PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

## Section D - Packaging and Marking

SHIPPING-PACKING INSTRUCTIONS**Special Packaging Instructions**

- A. Primary physical protection for shipping and handling damage shall be provided by covering each part with a web-type sleeve (reference CAPLUG SW series or equivalent) of appropriate size as to ensure protection from physical damage.
- B. Inserting a desiccant bag per MIL-D-3464, Type I or II of appropriate size, with each component, into any poly- bag with a minimum thickness .002 inch shall provide moisture protection. Each unit may either be heat-sealed, or zip locked.
- C. After completion of the above requirements the parts are to be bulk packaged for shipment to the Indian head Division, Naval Surface Warfare Center.

Note: The shipping containers must be legibly marked on two surfaces with the contract number, part name, part number and quantity.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN   | INSPECT AT  | INSPECT BY | ACCEPT AT   | ACCEPT BY  |
|--------|-------------|------------|-------------|------------|
| 0001   | Destination | Government | Destination | Government |
| 0002   | Destination | Government | Destination | Government |
| 0002AA | Destination | Government | Destination | Government |
| 0002AB | Destination | Government | Destination | Government |
| 0002AC | Destination | Government | Destination | Government |
| 0002AD | Destination | Government | Destination | Government |
| 0002AE | Destination | Government | Destination | Government |
| 0003   | Destination | Government | Destination | Government |
| 0003AA | Destination | Government | Destination | Government |
| 0003AB | Destination | Government | Destination | Government |
| 0003AC | Destination | Government | Destination | Government |
| 0004   | Destination | Government | Destination | Government |

## CLAUSES INCORPORATED BY FULL TEXT

**IHD 46 - SAMPLING OF RECEIVED MATERIAL - MAN-RATED MATERIAL (NAVSEA/IHD) FEB 2000**

(a) When the Indian Head Division, Naval Sea Systems Command, Indian Head, Md. receipt inspects man-rated material under this contract for rockets, catapults, cartridge actuated devices and their component parts, the following sampling procedures will be used in accordance with:

MIL-STD-1916 - Level II with:

AQL of .040 for criticals

AQL of 1.00 for majors

AQL of 2.50 for minors

(b) In all cases the acceptance number will be ZERO (0), the lot will be rejected for any defect.

(c) Notwithstanding the above, the Indian Head Division, Naval Sea Systems Command, Indian Head, Md. may, at its discretion, accept a defect on a waiver on a case-by-case basis.

**IHD 47 - INSPECTION AND ACCEPTANCE TIMEFRAME (NAVSEA/IHD) FEB 2000**

Inspection and acceptance of supplies to be furnished under this contract shall be made by the Government within 45 days after receipt of material. Payment will be tendered not later than 30 days after acceptance has occurred.

**IHD 49 - INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)**

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

| CLIN   | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS   | UIC    |
|--------|---------------|----------|---|--------|
| 0001   | 30 dys. ADC   | 10       | NAVSEA INDIAN HEAD<br>RECEIVING<br>RECEIVING OFFICER BLDG. 116<br>4522 MCMAHAN ROAD, SUITE 100<br>INDIAN HEAD MD 20640-5125<br>301/744-4861<br>FOB: Destination | N00174 |
| 0002   | N/A           | N/A      | N/A   | N/A    |
| 0002AA | 180 dys. ADC  | 200      | NAVSEA INDIAN HEAD<br>RECEIVING<br>RECEIVING OFFICER BLDG. 116<br>4522 MCMAHAN ROAD, SUITE 100<br>INDIAN HEAD MD 20640-5125<br>301/744-4861<br>FOB: Destination | N00174 |
| 0002AB | 240 dys. ADC  | 200      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | N00174 |
| 0002AC | 300 dys. ADC  | 200      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | N00174 |
| 0002AD | 360 dys. ADC  | 200      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | N00174 |
| 0002AE | 420 dys. ADC  | 200      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | N00174 |
| 0003   | N/A           | N/A      | N/A   | N/A    |
| 0003AA | 180 dys. ADC  | 200      | NAVSEA INDIAN HEAD<br>RECEIVING<br>RECEIVING OFFICER BLDG. 116<br>4522 MCMAHAN ROAD, SUITE 100<br>INDIAN HEAD MD 20640-5125<br>301/744-4861<br>FOB: Destination | N00174 |
| 0003AB | 240 dys. ADC  | 200      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | N00174 |
| 0003AC | 300 dys. ADC  | 100      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | N00174 |

0004 180 dys. ADC 300 (SAME AS PREVIOUS LOCATION) N00174  
 FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

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

REQUIRED DELIVERY SCHEDULE

(Contracting Officer insert specific details)

| <u>CLIN</u> | <u>DELIVERY DATE</u> | <u>QUANTITY</u> | <u>SHIP TO ADDRESS</u>   | <u>UIC</u> |
|-------------|----------------------|-----------------|--|------------|
| 0001        | 30 DAYS ADC          | 10 EA           | NAVSEA INDIAN HEAD<br>RECEIVING OFFICER BLD 116<br>4522 MCMAHAN ROAD, SUITE 100<br>INDIAN HEAD, MD 20640-5125<br>301-744-4861<br>FOB DESTINATION | N00174     |

**CLIN 2 SELECTION DELIVERY DATES**

|        |                      |        |               |               |
|--------|----------------------|--------|---------------|---------------|
| 0002AA | 180 DAYS ADC         | 200 EA | SAME AS ABOVE | SAME AS ABOVE |
| 0002AB | 60 DAYS AFTER 0002AA | 200 EA | SAME AS ABOVE | SAME AS ABOVE |
| 0002AC | 60 DAYS AFTER 0002AB | 200 EA | SAME AS ABOVE | SAME AS ABOVE |
| 0002AD | 60 DAYS AFTER 0002AC | 200 EA | SAME AS ABOVE | SAME AS ABOVE |
| 0002AE | 60 DAYS AFTER 0002AD | 200 EA | SAME AS ABOVE | SAME AS ABOVE |

**CLIN 3 SELECTION DELIVERY DATES**

|        |                      |        |               |               |
|--------|----------------------|--------|---------------|---------------|
| 0003AA | 180 DAYS ADC         | 200 EA | SAME AS ABOVE | SAME AS ABOVE |
| 0003AB | 60 DAYS AFTER 0003AA | 200 EA | SAME AS ABOVE | SAME AS ABOVE |
| 0003AC | 60 DAYS AFTER 0003AB | 100 EA | SAME AS ABOVE | SAME AS ABOVE |

**CLIN 4 SELECTION DELIVERY DATES**

|      |              |        |               |               |
|------|--------------|--------|---------------|---------------|
| 0004 | 180 DAYS ADC | 300 EA | SAME AS ABOVE | SAME AS ABOVE |
|------|--------------|--------|---------------|---------------|

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

\_\_\_\_\_

Within Days

After Date

Item No. Quantity of Contract

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

\_\_\_\_\_

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

**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.

CLAUSES INCORPORATED BY FULL TEXT

**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>  | TBD                 |
| <b>Delivery Order</b>   | N/A                 |
| <b>CAGE Code/Ext.</b>   | IH244               |
| <b>Pay DoDAAC</b>   |                     |
| <b>Inspection</b>   | DESTINATION         |
| <b>Acceptance</b>   | DESTINATION         |
| <b>Fast Pay</b>   | <b>DO NOT CHECK</b> |
| <b>Issue date</b>   | BLOCK 5             |
| <b>Issue By DoDAAC</b>  | N00174              |
| <b>Admin DoDAAC</b>   |                     |
| <b>Inspect By DoDAAC</b>  | N00174              |
| <b>Ship To Code/Ext.</b>  | N00174              |
| <b>LPO DoDAAC/Ext.</b>  | N/A                 |

(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).

#### CLAUSES INCORPORATED BY FULL TEXT

#### **IHD 88 - CERTIFICATE OF ANALYSIS (NAVSEA/IHD) FEB 2000**

(a) A certificate of analysis/test showing that the material has been sampled and/or tested and found to be within the minimum requirements of the specification/drawing/contract shall be prepared. The certificate shall be ( ) maintained by the contractor for a minimum of one (1) year from the completion of the order/contract or (X) forwarded to this activity; one (1) copy to accompany the shipment (in the packing list envelope) and one (1) copy mailed to arrive at time of receipt of the shipment (mark the certificate to the attention of: Code \_\_T11ZB\_\_\_\_).

(b) Each certificate must be traceable to the material covered by the certificate. The certificate shall state, above the signature of a legally authorized representative of the company the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(c) Certificate for shipments of bulk chemicals shall state contract number, drawing or specification number, lot number, rail car number if shipped by rail or trailer number if by truck, and the date of shipment.

(d) Any demurrage accrued as a result of detaining commercial carriers because of nonreceipt of the certificate shall be the responsibility of the Contractor.

(e) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

#### **IHD 89 - CERTIFICATE OF COMPLIANCE (NAVSEA/IHD) FEB 2000**

(a) A certification of compliance shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code \_\_T11ZB\_\_\_\_.

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification

number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## 52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989)

(Contracting Officer shall insert details)

(a) The Contractor shall deliver 10 unit(s) of Lot/Item 0001 within 45 calendar days from the date of this contract to the Government at (insert name and address of the testing facility) for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 7 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraphs (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(End of clause)

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

|                  |   |          |
|------------------|---|----------|
| 52.202-1         | Definitions   | JUL 2004 |
| 52.203-3         | Gratuities  | APR 1984 |
| 52.203-5         | Covenant Against Contingent Fees  | APR 1984 |
| 52.203-6         | Restrictions On Subcontractor Sales To The Government   | SEP 2006 |
| 52.203-7         | Anti-Kickback Procedures  | JUL 1995 |
| 52.203-8         | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity  | JAN 1997 |
| 52.203-10        | Price Or Fee Adjustment For Illegal Or Improper Activity  | JAN 1997 |
| 52.203-12        | Limitation On Payments To Influence Certain Federal Transactions  | SEP 2007 |
| 52.204-4         | Printed or Copied Double-Sided on Recycled Paper  | AUG 2000 |
| 52.204-7         | Central Contractor Registration   | APR 2008 |
| 52.208-9         | Contractor Use of Mandatory Sources of Supply or Services   | OCT 2008 |
| 52.209-6         | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment      | SEP 2006 |
| 52.211-5         | Material Requirements   | AUG 2000 |
| 52.215-2         | Audit and Records--Negotiation  | MAR 2009 |
| 52.215-8         | Order of Precedence--Uniform Contract Format  | OCT 1997 |
| 52.215-14        | Integrity of Unit Prices  | OCT 1997 |
| 52.215-21 Alt IV | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate IV | OCT 1997 |
| 52.216-4         | Economic Price Adjustment-Labor and Material  | JAN 1997 |
| 52.219-6         | Notice Of Total Small Business Set-Aside  | JUN 2003 |
| 52.219-8 (DEV)   | Utilization of Small Business Concerns (DEVIATION)  | MAY 2004 |
| 52.219-14        | Limitations On Subcontracting   | DEC 1996 |
| 52.222-3         | Convict Labor   | JUN 2003 |
| 52.222-19        | Child Labor -- Cooperation with Authorities and Remedies  | AUG 2009 |
| 52.222-21        | Prohibition Of Segregated Facilities  | FEB 1999 |
| 52.222-26        | Equal Opportunity   | MAR 2007 |
| 52.222-35        | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans                     | SEP 2006 |
| 52.222-36        | Affirmative Action For Workers With Disabilities  | JUN 1998 |
| 52.222-37        | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans                     | SEP 2006 |
| 52.222-50        | Combating Trafficking in Persons  | FEB 2009 |
| 52.223-6         | Drug-Free Workplace   | MAY 2001 |
| 52.223-14        | Toxic Chemical Release Reporting  | AUG 2003 |
| 52.225-1         | Buy American Act--Supplies  | FEB 2009 |
| 52.225-3         | Buy American Act--Free Trade Agreement--Israeli Trade Act   | JUN 2009 |
| 52.225-9         | Buy American Act--Construction Materials  | FEB 2009 |
| 52.225-13        | Restrictions on Certain Foreign Purchases   | JUN 2008 |
| 52.227-1         | Authorization and Consent   | DEC 2007 |
| 52.227-2         | Notice And Assistance Regarding Patent And Copyright Infringement   | DEC 2007 |
| 52.229-3         | Federal, State And Local Taxes  | APR 2003 |
| 52.232-1         | Payments  | APR 1984 |
| 52.232-8         | Discounts For Prompt Payment  | FEB 2002 |

|                    |  |          |
|--------------------|--|----------|
| 52.232-11          | Extras   | APR 1984 |
| 52.232-17          | Interest   | OCT 2008 |
| 52.232-23          | Assignment Of Claims   | JAN 1986 |
| 52.232-25          | Prompt Payment   | OCT 2008 |
| 52.232-33          | Payment by Electronic Funds Transfer--Central Contractor Registration                | OCT 2003 |
| 52.233-1           | Disputes   | JUL 2002 |
| 52.233-1 Alt I     | Disputes (Jul 2002) - Alternate I  | DEC 1991 |
| 52.233-3           | Protest After Award  | AUG 1996 |
| 52.242-13          | Bankruptcy   | JUL 1995 |
| 52.243-1           | Changes--Fixed Price   | AUG 1987 |
| 52.247-63          | Preference For U.S. Flag Air Carriers  | JUN 2003 |
| 52.249-2           | Termination For Convenience Of The Government (Fixed-Price)                          | MAY 2004 |
| 52.249-8           | Default (Fixed-Price Supply & Service)   | APR 1984 |
| 52.251-1           | Government Supply Sources  | APR 1984 |
| 52.253-1           | Computer Generated Forms   | JAN 1991 |
| 252.203-7001       | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | DEC 2008 |
| 252.204-7004 Alt A | Central Contractor Registration (52.204-7) Alternate A                               | SEP 2007 |
| 252.223-7004       | Drug Free Work Force   | SEP 1988 |
| 252.223-7004       | Drug Free Work Force   | SEP 1988 |
| 252.225-7001       | Buy American Act And Balance Of Payments Program                                     | JAN 2009 |
| 252.225-7012       | Preference For Certain Domestic Commodities  | DEC 2008 |
| 252.225-7025       | Restriction on Acquisition of Forgings   | DEC 2009 |
| 252.232-7003       | Electronic Submission of Payment Requests and Receiving Reports                      | MAR 2008 |
| 252.243-7001       | Pricing Of Contract Modifications  | DEC 1991 |
| 252.243-7002       | Requests for Equitable Adjustment  | MAR 1998 |
| 252.246-7000       | Material Inspection And Receiving Report   | MAR 2008 |
| 252.247-7023       | Transportation of Supplies by Sea  | MAY 2002 |
| 252.251-7000       | Ordering From Government Supply Sources  | NOV 2004 |

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is ``not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of

employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code \_\_\_\_\_ - assigned to contract number \_\_\_\_\_.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

## 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

- (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
  - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

FIRST ARTICLE TEST PLAN

**CKU-7 Track First Article Test Plan**

**Description**

The CKU-7 track is an external part on the CKU-7 rocket catapult. It is responsible for setting the proper nozzle angle for the unit as the man-seat exits the cockpit of the aircraft.

**Background**

The track (drawing number 10551421) for the CKU-7 is currently a cast part that has not been made for nearly fifteen years due to the fact that it is reusable during rework of the unit. New tracks must be procured and they are going to be machined from stock as a pose to being cast.

**Justification**

The track is going to be machined instead of cast because of the length of time that has passed since the tracks were last made. Advancements in machining processes over the last fifteen years have allowed for the part to be made cheaper and faster than conventional casting methods. For this reason it is more efficient and economical to have the part machined rather than cast.

**Testing**

Because this part has never been machined, the first articles received will undergo extensive testing to ensure that the part meets or exceeds the quality of a similar part that was cast. The testing to be done is as follows:

**Material Testing**

The test units will be subjected to testing to confirm that the material properties of the part are of satisfactory condition. This will be done through spectrographic x-ray and through mechanical properties testing.

**Protective Finish**

The protective finish on the part will be verified to ensure that proper type was used in processing. The protective finish thickness will also be verified to ensure proper technique in applying the finish.

**Magnetic Particle Inspection**

MPI will be used after completion of the part to ensure that it does not display any flaws before the parts are accepted.

**Dimensioning**

A full 100% dimensional inspection will be performed checking every dimension on every part received from the vendor. This will check capability as well as consistency of machining the part.

Assuming that all tests are passed, the machined part will be a suitable replacement for the cast part currently in use.

Attachment (I)

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The offeror certifies that --

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

(i) Those prices,

(ii) The intention to submit an offer, or

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

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

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

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

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

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

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

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

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

(End of clause)

## 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

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

the address of the offeror or respondent as indicated in this proposal or response to request for information.

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

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332995.

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

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

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

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

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

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

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

\_\_\_ Individual/concern, other than one of the preceding.

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

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

(d) Notice.

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

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

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

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

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

(End of provision)

252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) ALTERNATE A

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332995.

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

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

Paragraph (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at <https://orca.bpn.gov/>.

After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes,

identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR/DFARS clause No. | Title | Date | Change |
|----------------------|-------|------|--------|
|----------------------|-------|------|--------|

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

(End of Provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 2009)

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

(b) Evaluation. The Government--

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

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

(c) Certifications and identification of country of origin.

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

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

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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

-----  
(Line Item Number Country of Origin)

-----  
(Country of Origin)

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

(Line Item Number)-----

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

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

HQ L-2-0005      NOTIFICATION OF POTENTIAL ORGANIZATIONAL      AUG 2002  
CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.215-1      INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized

to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, 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 proposal or revision is due.

(ii)(A) Any proposal, modification, or revision 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--

(1) 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 proposals; or

(2) 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

(3) It is the only proposal received.

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

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

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals 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.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time,

and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of

balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

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

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

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

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) 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)

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

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

(End of provision)

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

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

[www.arnet.gov/far](http://www.arnet.gov/far)

(End of provision)

**HQ L-2-0010 - SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE  
(NAVSEA) (MAY 1998)**

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

**IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)**

**I. Offerors are required to follow the specific instructions in submitting their information. Failure to do so may result in the offeror's submission determined unacceptable and ineligible for award. Each offeror's submission shall be screened by the Contracting Officer or a designee upon receipt to insure compliance with the following instructions.**

- A. The technical proposal, past performance information, and the cost and price proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information.
- B. The offeror shall submit the following information:
  - 1. Two (2) completed and signed solicitation packages, with all representations and certifications executed, and with prices in Section B.
  - 2. Five (5) copies of the technical proposal, Volume I.
  - 3. Three (3) copies of the past performance information, Volume II.
  - 4. Three (3) copies of the cost/price proposal, Volume III.

Offerors shall address the following factors: (Listed in descending order of importance). Information shall be submitted in three separate volumes or folders as detailed above:

- 1) Management and Quality Assurance**
- 2) Technical Comprehension**
- 3) Facilities and Equipment**
- 4) Past Performance**
- 5) Price**

**II. VOLUME I - TECHNICAL PROPOSAL**

A. Technical proposal shall contain information/documentation in sufficient detail to enable evaluation based on the factors/sub-factors listed in Section M, Clause entitled Best Value Evaluation and Basis for Award and as detailed below. To this end, each technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the specifications or attest that standard procedures will be employed, are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this clause.

The technical proposal shall be limited to seventy-five (75) pages, single-sided, no foldouts, 1 1/2 spaced, 10 pitch type (or word processor equivalent). The pages shall be evaluated with respect to those pages numbered from (1) to the specified limit with excess pages treated as though not submitted and not evaluated. Specifically, the proposal shall be organized as follows:

1. Forward
2. Table of Contents (with proposal paragraphs cross reference to specific Statement of Work paragraphs)
3. List of Tables and Figures
4. Tabs (for ease of reference/location)
5. Resumes

NOTE: THE ABOVE SHALL BE EXCLUDED FROM THE 75 PAGE LIMIT

B. The format and content of the technical proposal shall contain a response to each of the factors outlined below:

C. An offeror is required to submit a technical proposal as detailed herein. Failure to do so may render an offer ineligible for award.

### **1. Management and Quality Assurance**

- (a) **The offeror shall provide an organization chart with information on how all work efforts will be managed.**
- (b) **The offeror shall identify procedures for tracking work in-process and provide a milestone chart for each individual item. Although exact dates are not required in response to this solicitation, this chart shall identify the start time as receipt of order and include the sequential start and finish times for the following events. This chart shall contain as a minimum the following time lines.**
  1. Receipt of order
  2. Ordering of material
  3. Receipt of material
  4. Start of manufacturing
  5. Inspection points
  6. Out-processing (Heat treat, plating etc)
  7. Completion of manufacturing
  8. Final inspection
  9. Shipping
- (c) **The offeror shall provide a copy of their Quality Control manual which documents all aspects of corporate quality control. This manual shall be evaluated to insure the offeror has the appropriate controls in place to meet the requirements of item 1, Management and Quality Assurance and item 2, Technical Comprehension.**

### **2. Technical Comprehension**

**The offeror shall provide an in-depth plan detailing how the following processes will be performed, controlled and monitored:**

- (a) **Subcontractor support for:**
  - (i) **Purchase of incoming materials including verification of proper metals to Mil-Specs and hardness requirement verification and certification.**
  - (ii) **Protective finish application and adequacy of rating system used for selection of outsourced process vendors. Protective finish methods meet government drawings and specifications.**
- (b) **Mechanical calibration and measuring equipment:**

- (i) Calibration intervals are based on stability, purpose and degree of use
- (ii) Inspection laboratory has environmental controls
- (iii) Calibration standards are traceable to National Institute of Standards and Technology (NIST)

(c) Documentation Control:

- (i) Quality Assurance procedures
- (ii) Specifications
- (iii) Inspection instructions

(d) Understanding of Dimensioning and Tolerancing Standard ANSI Y14.5M-1982.

### 3. Facilities and Equipment

The offeror shall submit a plant facility and equipment list showing square footage of shop, number of people involved in the manufacturing process and listing all manufacturing and inspection machines/equipment available in-house to effectively produce and deliver all parts of this requirement for which they are to be considered.

## VOLUME II – (SHALL CONTAIN ONLY THE PAST PERFORMANCE INFORMATION)

### 4. Past Performances

Offeror shall provide a minimum of three references. Data reference sheets shall contain the following information: (Offerors must provide the part performance information or affirmatively state in writing that it possesses no relevant past performance information. Failure to do so may result in the offer being determined unacceptable.)

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

The offeror will submit the Past Performance Questionnaire to each of the references listed on the Past Performance Matrix, a minimum of three (3) is required. **THE OFFEROR SHALL INSTRUCT THE REFERENCES TO COMPLETE THE PAST PERFORMANCE QUESTIONNAIRE AND MAIL or FAX THEM DIRECTLY TO:**

Procurement Dept, Code C12S  
 Naval Surface Warfare Center  
 4072 N Jackson Rd Ste 132  
 Indian Head MD 20640  
 Office: 301-744-6641 DSN:354

**Fax: 301-744-6547**

**Email: stclair.larry@navy.mil**

The offeror's selected references must be listed on the Past Performance Matrix. Failure of the references to submit the Past Performance Questionnaire to the Contract Specialist by **CLOSE OF THE SOLICITATION** may result in the inability of the Government to rank the offeror's past performance.

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**VOLUME III – (SHALL CONTAIN ONLY THE PRICE INFORMATION)**

**5. Price**

Price will be evaluated by the Contracts personnel to determine fairness and reasonableness through the most appropriate method available. Past Performance is a measure of the degree to which an offeror, as an organization Offeror shall provide a minimum of three references. Data reference sheets shall contain the following information: (Offerors must provide the part performance information or affirmatively state in writing that it possesses no relevant past performance information. Failure to do so may result in the offer being determined unacceptable.)

**IHD 211 - SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (MAR 2000)**  
**(NAVSEA/IHD)**

I. The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas. Proposals will be evaluated and rated against the factors listed below, in descending order of importance:

- Technical Proposal**
- Past Performance**
- Cost/Price**

As technical proposals become more equal, past performance and price will become more significant factors. With respect to technical proposal, past performance and price, the Government is more interested in obtaining technical excellence and superior performance than lowest price. However, the Government will not pay a price premium that it considers disproportionate to the benefits associated with the proposed margin of technical excellence and superior performance. In determining best overall value, the Government will first assess an offeror on the basis of Technical proposal and then compare and rank offerors on the basis of past performance. Then the Government will compare the tradeoffs between relative margins of technical ranking, performance and price. The offer who represents the best value will be the offeror who represents the best tradeoff between technical excellence, superior performance and price.

**A. TECHNICAL PROPOSAL (In descending Order of Importance)**

252 The following technical factors shall apply:

- Management and Quality Assurance**
- Technical Comprehension**

## **Facilities and Equipment Past Performance**

2. All proposals which are unrealistic in terms of technical capabilities will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risks of the proposed contractual requirements and may render the offer ineligible for award.

3. An offeror is required to submit a technical proposal as detailed herein. Failure to do so may render an offer ineligible for award.

### **B. PAST PERFORMANCE**

1. The Government will evaluate the quality of the offeror's past performance. 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 and their competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort.

2. 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 reliability, quality and customer satisfaction. However, a record of average or exceptional past performance will not result in favorable assessment of an otherwise technically deficient technical proposal. In evaluating an offeror's past performance, the Government will consider information contained in the offeror's past performance references, information obtained from other sources (i.e. PPIRS), 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 subfactors listed below (which are equal in importance) will be used to evaluate past performance:

- i. **Product Quality.** The offeror's demonstrated ability to conform to contract specification requirements.
- ii. **Reliability.** The offeror's demonstrated ability to conform to contract requirements.
- iii. **Timeliness.** The offeror's demonstrated ability to meet contract schedules and delivery dates.
- iv. **Customer Satisfaction.** The offeror's demonstrated commitment to maintaining an acceptable level of performance and customer satisfaction.

3. Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

a. **Neutral:** Offeror does not have any past performance information available for evaluation. Offeror does not receive merit or demerit for this evaluation factor.

b. **Exceptional:** Deliveries are on time and meet contract requirements. Product exceeded contract specifications. Waiver requests, if any, are very infrequent. When a problem does arise, the offeror reacts in a prompt, efficient and effective manner to resolve the problem and minimize any delay.

c. Average: Most deliveries are on time and meet contract requirements. The offeror may have submitted a few waiver requests, however, delivery, supply and quality problems have been resolved promptly.

d. Poor: Many deliveries have been late and/or have not met contract requirements. Numerous waivers have been requested. The Government and the offeror have expended a significant amount of time, effort and money in resolving problems surrounding supply, delivery and quality of product and service. Failure to perform consistently with contract requirements has resulted in termination and failure to provide customer service.

4. Offerors lacking relevant past performance history will receive a neutral rating for past performance. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offer that fails to provide the past performance information or to assert that the company has no relevant directly related or similar past performance may be considered ineligible for award.

### C. COST/PRICE

1. Although price is not the most important evaluation factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

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

### SECTION M CLAUSE FOR FFP TYPE ACQUISITIONS