

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   59	
2. CONTRACT NO.		3. SOLICITATION NO. N00189-11-R-PG03	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 11 Apr 2011	6. REQUISITION/PURCHASE NO. N3904011RC10390		
7. ISSUED BY FLEET INDUSTRIAL SUPPLY CENTER PORTSMOUTH NAVAL SHIPYARD ANNEX CONTRACT DIV., CODE 530 BLDG 153, 6TH FLOOR PORTSMOUTH NH 03801-2590 CODE N00189			8. ADDRESS OFFER TO (If other than Item 7) <b>See Item 7</b>		CODE		
TEL: 207-438-2421 FAX 207-438-1251			TEL:		FAX:		

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

### SOLICITATION

9. Sealed offers in original and 2 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 \_\_\_\_\_ until 03:00 PM local time 21 Apr 2011  
(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 ERIC R. HORAN	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 207-438-1320	C. E-MAIL ADDRESS eric.horan1@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 (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <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
		(4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	28. AWARD DATE
TEL:		(Signature of Contracting Officer)	
EMAIL:			

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

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

Contracting Officer's point of contact is:

Eric Horan, Code 530.EH                      Tel: 207-438-1320

**CORRESPONDENCE:**

For mail sent by United States Postal Service, address correspondence to Portsmouth, NH 03801 as shown in the "Issued by" block on page 1.

Correspondence sent by other carriers, e.g. FedEx, UPS, etc., should be addressed to:

Contract Division, code 530  
Bldg #153, 6<sup>th</sup> Floor  
Portsmouth Naval Shipyard  
Kittery, ME 03904

**INVOICING AND PAYMENT INSTRUCTIONS:**

For invoices under Wide Area Workflow (WAWF) see clause 5252.232-9002 – Invoicing & Payment Instructions.

Calls inquiring on payments can be made to DFAS – Columbus Customer Service Dept. at 800-756-4571 (option 2 then option 4)

Inquiries can also be made at DFAS MY INVOICE, a web application available at: <https://myinvoice.csd.disa.mil/>  
Registration requires a CAGE code, DUNS number and TIN.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1,920	Labor Hours		

TESTING SERVICES

FFP

Non-Destructive Testing (NDT) services in support of various shipyard programs in accordance with the statement of work in section C. Total Labor to be completed by 2 NDT inspectors over a 16 week period, for 60 hrs per week, totalling 1,920 hours.

FOB: Destination

MILSTRIP: N3904011RC10390

PURCHASE REQUEST NUMBER: N3904011RC10390

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NET AMT

## Section C - Descriptions and Specifications

NON-DESTRUCTIVE TESTING**Statement of Work for NDT Services**

1. REFERENCES. The following documents shall form a part of the technical requirements for work under this contract:

a. NSTP T9074-AS-GIB-010/271, Original Issue, ACN-1, Requirements for Nondestructive Testing Methods of 30 Apr 1997

b. MIL-STD-2035A, Nondestructive Testing Acceptance Criteria of 15 May 1995

c. ASNT SNT-TC-1A Non-Destructive Testing of 01 Jan 2001

2. PLACE OF PERFORMANCE:  
Portsmouth Naval Shipyard

3. PERIOD OF PERFORMANCE:  
March 2011 to 01 June 2011

4. PROGRESS REPORTS:

The contractor shall submit monthly technical and financial progress reports in accordance with requirements of the contract. Please ensure one (1) electronic copy is sent to C/1260 business office representative. See enclosure (1).

5. OVERALL SCOPE:

In connection with the performance of the work on this contract, the Contractor is to provide Non Destructive Testing (NDT) services including Visual (VT), Ultrasonic Thickness (UT), dry Magnetic Particle (MT) and Liquid Penetrant (PT) Inspections for acceptance with specified requirements.

This statement of work provides for two inspectors to work from date of contract award for 16 weeks for up to 60 hours per week. The necessary time frame is from March 2011 through July 2011. The estimated labor hours are 1,920.

6. WORK SPECIFICATION. Technical services required on this contract shall be completed using best NDT industry practices as well as requirements and information provided by references (a) through (c) as implemented by local procedures. Questions, issues and problems regarding the technical requirements of this contract shall be resolved by the Portsmouth Naval Shipyard's (PNS) Technical Lead (TL), John Torti, Code 138, tel. (207)438-1770; and the Contracting Officer's Representative (COR), Don Blair, Code 220, tel. (207)438-4893.

a. Contract Supervision: Regarding specific contract supervision the contractor shall provide overall management, oversight and supervision of personnel to ensure proper execution to effectively manage the work of this contract.

- b. NDT Inspector Certification: The contractor shall provide inspection personnel that are certified to the contractor's Written Practice, as required by reference (b), which will include (but not be limited to) work time experience, initial training certification testing and oversight, using reference (c) as guidance. Although they are called "guidelines" in reference (c), the contractor shall follow them as "requirements" in this contract. The inspectors will be trained and certified to Portsmouth applicable NDT procedures. A copy of the contractor's Written Practice and inspection personnel certification records shall be provided to the PNS Test Examiner. Additional NDT personnel certification is as follows:
- c. Procedure Qualification and Approval: NDT shall be performed in accordance with Portsmouth Naval Shipyard (PNS) written NDT procedures and Written Practice prepared and approved in accordance with references (a) through (c).
- d. Performance of NDT: Contractor shall perform NDT on welded assemblies and materials using Technical work Documents provided by PNS. NDT shall be performed in accordance with reference (a) as implemented by local procedures.
- e. Quality Assurance: Performance of NDT under this contract shall be overviewed by the PNS Test Examiners.

7. General Workforce Skill/Qualification Requirements:

- a. The contractor shall provide verification that each individual filling the contract has been trained and/or is currently qualified to:
  - work in confined spaces aboard U.S. Navy Submarines
  - wear "trade necessary" personal protection equipment (PPE)
  - use typical trade related precision measuring instruments.
  - perform work in accordance with written technical work documents.
- b. Copies of training records for each individual shall be provided to PNS Training Department (training point-of-contact is Claude Forest (207) 438-2537; FAX (207) 438-1188) at least 2 weeks prior to their scheduled travel date. These training records shall identify personnel qualifications (e.g. subsafe, confined space...etc) and expiration date of each/all qualifications.
- c. To the maximum extent possible, the contractor shall select personnel for this work assignment who have previously attended "PNS Work Practice" familiarization training. This training has been provided to contractor employees who have previously worked at PNS.
- d. The contractor shall only assign workers that have at least 2 years NDT experience including work on nuclear submarines.

8. Workforce Management Requirements:

- a. The contractor shall provide the workforce required by PNS. Once contractor personnel are assigned, it is expected that change-out of personnel will not occur without prior negotiation.
- b. PNS will provide specific written technical work instructions (i.e. Task Group Instructions) and shift-to-shift component assignments. Since PNS requires our government supervisors to brief government workers prior to starting each job, the contractor's workers may be asked to be present for those discussions.
- c. Conflict resolution and/or administrative actions affecting the contractor's employees shall be the responsibility of the contractor's management.
- d. Task scheduling and assignment shall be as required by PNS, in accordance with the work requirements at the time.
- e. Hours-of-work and overtime shall be as required by PNS, in accordance with the work requirements. Contractor shall be available for up to 60 hours/week.
- f. The contractor's workers shall provide their own personal hand tools and any other work apparel typically provided by their employer (e.g. coveralls, tyvek suits, and leather palmed gloves).
- g. The contractor will be responsible for providing documentation of US citizenship and security clearance information for all AIT/Contractors workers and support contractors. All personnel must meet or exceed requirements for entrance into the PNSY Controlled Industrial Area (CIA), and for shipboard work the minimum clearance required is Confidential. Visit requests shall be submitted via the Joint Personnel Adjudication System (JPAS) to SMO 39040 for verification of security clearances. If the AIT/contractor does not have a JPAS account, a Visit Authorization Letter (VAL) shall be signed and submitted by the company Facilities Security Officer (FSO) verifying the level of security clearance granted to each employee on the visit request. VALs can be faxed to PNSY Pass Office, Code 1720.14, FAX (207) 438-2669. PNSY Pass Office telephone number is 207-438-2235.

In cases where contractors require access to Restricted Data (RD), Nuclear Work Areas (NWAs), or the engineering spaces of nuclear powered vessels, a copy of the Department of Defense Contract Security Classification Specification, DD Form 254, must be forwarded to the Shipyard Security Office at fax (207) 438-2451 for review. Block 10.b, Restricted Data, must be checked "Yes" in order to be granted access.

- h. PNS reserves the right to alter or shorten the period of performance and/or specific personnel need/demand if the task completes earlier than planned, if schedule or task execution problems/delays cause work changes, and/or workload assignments alter Portsmouth Naval Shipyard's assigned workload.

- i. Contractor shall provide the applicable NDT equipment to perform inspections thus avoiding the commingling of equipment, however, Portsmouth Naval Shipyard may prefer to provide their own NDT equipment due to certification and record keeping.

9. Workforce Safety:

- a. The contractor's personnel shall provide their own personal protection equipment (e.g. safety shoes, helmets and eye protection). Injury reporting for contractor personnel shall be the responsibility of contractor management. PNS Managers must be informed of any injuries, or near misses that occur.
- b. Contractor personnel shall have previously been trained (by the contractor) in asbestos awareness, OSH lockout/tagout energy control, fall protection regulations, hearing conservation, eye safety awareness & lead awareness prior to task performance at PNS.

Enclosure (1)

Subj: STATUS REPORT REQUIREMENTS

- \* Project/Task number
- \*Task Status
- \* Manhour information (Include Labor Category, Hours expended for the period, and the cumulative)
- \* Materials and other Direct Cost Items Expended
- \* Percentage of Completion To-Date
- \* Percentage of Funded Amount Spent To-Date
- \* Funded Amount/Total estimated Cost
- \* Funds Expended To-Date
- \* Scheduled Completion Date
- \* Estimated Completion Date
- \* Actual Delivery Date
- \* Summary of Schedule Adherence
- \* Remarks

The preferred format may be found on the following page.

The Status Report shall also include a graphical representation of the Contractor's progress. An X-Y graph shall be used with the X axis representing time and the Y axis representing

manhours. The contractor shall plot the estimated/projected values and the actual values on one graph. Ensure that there is a date, Title, and Project/Task number on the graph.

Enclosure (1)

page 1 of 2

Data Date: \_\_\_\_\_

PERIODIC STATUS REPORT  
DELIVERY ORDER/TASK ORDER ###

Project Order Number:

Task Status: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<u>Manhours by Labor Category:</u>	<u>THIS PERIOD</u>	<u>CUMULATIVE TO DATE</u>
Program Manager	_____	_____

Engineering Technician	_____	_____
Word Processor	_____	_____
TOTAL	_____	_____

Materials and other Direct Cost Items Expended: \_\_\_\_\_

Percentage of Completion To-Date: \_\_\_\_\_

Percentage of Funded Amount Spent To-Date: \_\_\_\_\_

Funded Amount/Total estimated Cost: \_\_\_\_\_

Funds Expended To-Date: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

Actual Delivery Date: \_\_\_\_\_

Summary of Schedule Adherence: \_\_\_\_\_

Remarks: \_\_\_\_\_

Enclosure (1)

page 2 of 2

CLAUSES INCORPORATED BY FULL TEXT

C500 MERCURY CONTROL (SUPPLIES) (C7F600) (C500X)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

CLAUSES INCORPORATED BY FULL TEXT

C518 VENDOR ACCESS TO PORTSMOUTH NAVAL SHIPYARD (C7F518)

Vendor access to Portsmouth Naval Shipyard: No person not known to be an American citizen of good standing and repute shall be eligible for access to Portsmouth Naval Shipyard and adjacent areas. Proof of citizenship may be required. Entrance of foreign nationals requires approval. (Ref: SECNAVINST) 5510.34

#### CLAUSES INCORPORATED BY FULL TEXT

##### C519 SAFETY/SECURITY (C7F519)

**SAFETY:** All representatives who have a need to enter the Controlled Industrial Area, or other areas specifically designated as safety hazardous, should provide themselves with safety head wear to be worn while in the area.

Vendors and/or subcontractors performing work on vendor-owned or government-owned plant facilities and equipment shall ensure that all OSHA safety regulations are followed. Prior to working on the Portsmouth Naval Shipyard, all vendors shall view the Code 106 safety video.

**SECURITY:** Commercial vehicles (automobiles) must have conspicuous contractor (company) identification (such as magnetic door-type signs) affixed to the outside of the vehicle if it is to enter the Controlled Industrial Area.

#### CLAUSES INCORPORATED BY FULL TEXT

##### C520 OSHA HEALTH & SAFETY CLAUSE (C7F520)

Vendors preparing specifications, designs or drawings for design, modification or procurement of plant facilities and equipment shall ensure that the appropriate OSHA criteria are included. OSHA regulations must be met except when more stringent Navy requirements apply.

#### CLAUSES INCORPORATED BY FULL TEXT

##### C521 RESTRICTIONS ON USE OF YELLOW MATERIAL (C7F521)

Yellow colored items such as those described below are of special significance within the Shipyard and are subject to strict controls. Accordingly, contractors shall not use yellow or orange-yellow colored materials for the following purposes: protective clothing, hoods, sheeting, tarpaulins, polyethylene bottles or other containers, tapes, bags, banding, identification marks on tools, boundary markers, ribbons, vent ducts, etc. Contractor generated yellow colored waste shall be disposed of by the Contractor off-yard. Shipyard refuse containers shall not be used for disposal of yellow colored waste materials. Yellow colored contract generated debris shall be bagged in non-translucent containers, and promptly removed from the Portsmouth Naval Shipyard.

#### CLAUSES INCORPORATED BY FULL TEXT

**C522 RADIOLOGICAL INDOCTRINATION (C7F522)**

All Contractor employees performing work within the Portsmouth Naval Shipyard must view a radiological video. Contractor employees who are expected to be on the Shipyard for greater than thirty (30) calendar days must attend a one-half hour indoctrination briefing. Attendance at the briefing will be required prior to being issued a permanent Shipyard badge. The indoctrination briefing will provide radiological fundamentals and information on radiological postings and controls at the Portsmouth Naval Shipyard.

**CLAUSES INCORPORATED BY FULL TEXT****C523 RADIOLOGICAL POSTINGS AND INSTRUCTIONS (C7F523)**

Any contractor employee who disregards, alters, moves or otherwise tampers with a radiological posting, or who disobeys a radiological instruction, will not be allowed to continue working at the Portsmouth Naval Shipyard.

**CLAUSES INCORPORATED BY FULL TEXT****C526 REMOVAL OF HAZARDOUS MATERIAL (C7F526)**

All contractors, vendors or repair personnel shall be responsible for removal from the Portsmouth Naval Shipyard, any appliances, bulbs, lamps or other devices which they replace that contain hazardous chemicals or materials.

**CLAUSES INCORPORATED BY FULL TEXT****C528 SPECIFICATION CHANGES (C7F528)**

No changes to specification or other contract technical requirements are allowed without Contracting Officer approval.

**CLAUSES INCORPORATED BY FULL TEXT****C531 RESTRICTIONS ON K-MONEL MATERIAL**

(a) All K-Monel material (components or end items) furnished under this order must be manufactured from K-monel material meeting the requirements of QQ-N-286 Revision G. In addition, vendors requesting to submit any Special Metals material provided from the heat numbers listed below to an earlier Revision, i.e. Revision F, must also retest material to the test methods listed below. Any attempt to use material from the suspect heats is at the vendor's risk. Material rejection will not be cause for any form of contract adjustment. Note: Test Methods for

evaluating those suspect heats are specified in paragraph (b). Vendor must document the hardness results (e.g. HRC) being taken and when specified in paragraph (b)(2)(ii), perform a quantitative chemistry sample to determine aluminum concentration and record those results on the Certificate of Conformance and submit them back to Portsmouth Naval Shipyard for evaluation and final retention.

List of Suspect Special Metals Corporation K-Monel Heat Numbers

M00J6KG	M00J7KG	M01J1KG	M02J8KG
M02J9KG	M03J8KG	M04J2KG	M04J6KG
M04J7KG	M06J5KG	M06J8KG	M11J2KG
M11J3KG	M11J4KG	M11J5KG	M15J6KG
M17J2KG	M17J3KG	M17J4KG	M18J7KG
M19J7KG	M21J2KG	M22J7KG	M22J8KG
M23J2KG	M24J5KG	M26J8KG	M26J9KG
M27J9KG	M28J4KG	M30J9KG	M31J9KG
M33J7KG	M34H4KG	M35H0KG	M35J0KG
M35J7KG	M35H8KG	M36H7KG	M36J2KG
M36J3KG	M37J4KG	M39J3KG	M41J1KG
M41J2KG	M41H3KG	M41J3KG	M41J7KG
M41J8KG	M44J4KG	M44J6KG	M45J2KG
M45J8KG	M45J9KG	M46J7KG	M52H9KG
M61J8KG	M61J9KG	M62J5KG	M64J4KG
M64J5KG	M64J6KG	M67H2KG	M67J4KG
M69J1KG	M70J6KG	M73J4KG	M76H6KG
M80H2KG	M80H3KG	M84H9KG	M85H0KG
M88H6KG	M88H7KG	M89H5KG	M89H6KG
M92H0KG	M95H7KG	M97H8KG	M99H3KG

(b) Test Methods for Evaluating Suspect Special Metals Corporation K-Monel Heat Numbers. Acceptability of any K-Monel material manufactured from the 80 suspect heats of paragraph (a) may be demonstrated as follows:

(1) **For Bar Stock, Forgings, Finished Parts and Fasteners:** Determine product hardness of annealed and age hardened material using a calibrated portable or bench hardness tester. Testing shall be conducted on each end of bar stock and larger items. The average of three (3) hardness tests per end is required, if space permits.

(i) If average hardness (per end) > HRC 25 the material is satisfactory as is. No further testing is required.

(ii) If hardness testing cannot be obtained or is determined to be less than or equal to HRC 25 (but not less than HRC 24), obtain a quantitative chemistry sample and determine aluminum concentration.

(A) If aluminum concentration is  $\geq 2.7\%$ , material is compliant with the mechanical requirements of QQ-N-286 and is acceptable.

(B) If aluminum concentration is  $< 2.7\%$ , submit results to PORTSMOUTH NAVAL SHIPYARD (PNSY) for evaluation of acceptability.

(iii) Rejected material cannot be provided under this contract.

**Note (1):** For unaged bar, the aluminum content should be determined in accordance with paragraph (b)(1)(ii) above. Hardness tests are not applicable.

**Note (2):** Finished parts and Fasteners need not be retested when parts are machined, with no further heat treatment, from annealed and age hardened parent bar stock that was previously proven acceptable per above.

**Caution:** When hardness testing is performed on a finish machined surface, it is important not to disturb a working or sealing surface.

(2) **For Assemblies:** Determine product hardness of annealed and age hardened material using a calibrated portable or bench hardness tester. Testing shall be conducted on any exposed/accessible surface. The average of three (3) hardness tests per end is required, if space permits.

(i) If average hardness > HRC 25 the material is satisfactory as is. No further testing is required.

(ii) If hardness testing cannot be obtained or is determined to be less than or equal to HRC 25 (but not less than HRC 24) obtain a quantitative chemistry sample and determine aluminum concentration.

(A) If aluminum concentration is  $\geq 2.7\%$ , material is considered compliant with the mechanical requirements of QQ-N-286 and is acceptable.

(B) If aluminum concentration is  $< 2.7\%$ , submit results to PNSY for evaluation of and acceptability

(iii) Rejected material cannot be provided under this contract.

**Caution:** When hardness testing is performed on a finish machined surface, it is important not to disturb a working or sealing surface.

Additional Notes:

1. Material can be determined acceptable when existing product data provides 100% inspection results demonstrating hardness greater than 25 and less than 35 Rockwell C. Sample inspection of the material is not acceptable.
2. If the above testing is performed in a scale other than HRC (e.g. Brinell), the results should be converted to an equivalent HRC. Where hardness readings are taken in a scale other than Rockwell C, the base hardness reading shall be provided along with the Rockwell C equivalent.
3. Where testing is required, products less than 100 lbs. need only be tested at one end. Products 100 lbs. or greater must be tested on both ends.
4. In the event that K-Monel material does not meet the above hardness or chemistry requirements, the material should be put on hold as non conforming. PNSY will provide those results to NSLC/NAVICP for further evaluation as part of the ongoing K-Monel investigation.

## Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

## D2 MARKING OF SHIPMENTS (D4F751)

The contractor shall mark all shipments of military packaged items in accordance with MIL-STD-129 (latest revision) "Marking for Shipment and Storage" and all commercially packaged items in accordance with ASTM-D-3951 (latest revision) "Standard Practice for Commercial Packaging".

ALL EXTERIOR CONTAINERS/PACKS SHALL AS A MINIMUM BE MARKED AS FOLLOWS:

1. Applicable National Stock Number (NSN), Federal Stock Number (FSN), Local Stock Number (LSN), or Part Number, when neither NSN nor FSN or LSN are available.
2. Quantity
3. QA Designator: 4
4. Government Contract or Purchase Order Number (incl. Delivery Order No)
5. From: (Contractor's Name and Address)
6. To: (Shipment Address)
7. Markings may be applied by any means, which provide legibility
8. Additional markings required are stated below:  
None

## CLAUSES INCORPORATED BY FULL TEXT

## D4 PREPARATION FOR DELIVERY (COMMERCIALY PACKAGED ITEMS) (D7F752)

Preservation, packaging and packing shall be in accordance with ASTM Designation D-3951(latest revision), "Standard Practice for Commercial Packaging

## D8 PROHIBITED PACKING MATERIALS (D7F754)

The use of asbestos or excelsior is prohibited. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material. Loose fill polystyrene is prohibited for shipboard use.

## 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

## CLAUSES INCORPORATED BY REFERENCE

52.246-1	Contractor Inspection Requirements	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

## E2 INSPECTION AND ACCEPTANCE (DESTINATION) (E7F752)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity. Receiving activity shall execute acceptance certificate on the applicable inspection and receiving report form (DD Form 1155, Standard Form 44, DD form 250, or the Wide Area Workflow (WAWF) receipt and Acceptance Receiving Report) and the executed payment copy shall be forwarded to the paying office within four (4) workdays thereafter.

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 07-MAY-2011 TO 27-AUG-2011	N/A	PORTSMOUTH NAVAL SHIPYARD CODE 501.2 RECEIVING OFFICER BUILDING 170 KITTERY ME 03904 207-438-5206 FOB: Destination	N39040

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

## F500 CONSIGNMENT INSTRUCTIONS FOR DELIVERIES TO THE PORTSMOUTH NAVAL SHIPYARD (F7F500)

Consign Parcel Post shipments to Portsmouth, NH 03801.

Consign all truck shipments, and rail shipments of 10,000 lbs and over to Kittery, Maine via Portsmouth, NH.  
Consign Air Shipments to Receiving Officer, Portsmouth Naval Shipyard, Kittery, Maine.

Mark shipping documents "Notify Receiving Officer, Portsmouth Naval Shipyard prior to arrival for delivery instructions. Telephone (207) 438-5521/5206".

**NOTICE: CARRIER'S DRIVERS ENTERING PORTSMOUTH NAVAL SHIPYARD MUST BE UNITED STATES CITIZENS BY BIRTH OR MUST CARRY EVIDENCE OF NATURALIZATION.**

Except by special arrangement, shipments will be received only between the hours of 7:30 AM and 3:00 PM local time, Monday through Friday. (Federal Holidays excepted.)

## Section G - Contract Administration Data

CAP

## CONTRACT ADMINISTRATION PLAN (CAP)

## FOR FIXED PRICE CONTRACTS

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications, or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:
  - a. All pre-award duties such as solicitation, negotiation and award of contracts.
  - b. Any information or questions during the pre-award stage of the procurement.
  - c. Freedom of Information inquiries.
  - d. Changes in contract terms and/or conditions.
  - e. Post award conference.
2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.
3. The paying office is responsible for making payment of proper invoices after acceptance is documented.
4. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:
  - a. Contract Surveillance
    - (1) The COR shall monitor the contractor's performance and be sure the equipment is delivered on time.
    - (2) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.
  - b. Invoice Review and Approval/Inspection and Acceptance
    - (1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices.

(2) The COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final Invoice."

c. Contract Modifications. The COR is responsible for notifying the PCO if changes are needed in the rental equipment and for providing a list of the changes and an estimated price and schedule.

d. Administrative Duties

(1) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and for all invoices.

e. Security. The COR will collaborate with Code 1700 to define Security Requirements for the Contract.

f. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

g. Written Report/Contract Completion Statement.

(1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor.

(2) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

CLAUSES INCORPORATED BY FULL TEXT

**SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008)**

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the Navy WAWF Assistance Line: 1-877-251-9293.

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site: <http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports etc.) can be included and attached to the invoice in WAWF. Attachments created in

any Microsoft Office product are attachable to the invoice in WAWF. Total limit for each file is not to exceed 2MB. Multiple attachments are allowed.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

	<i>Routing Table</i>	<i>Contracting Officer Notes</i>
WAWF Invoice Type	<i>Combo</i>	<i>-- Select 2-in-1 for FFP Services Only. -- Select Combo for Supplies, or Supplies AND FFP Services. -- Select Cost Voucher for all Cost Type Contracts. If none of the above applies, please call 1-877-251-9293.</i>
Contract Number	<i>TBD</i>	<i>-(Enter Contract Number)</i>
Delivery Order Number	<i>N/A</i>	<i>-(Enter DO Number)</i>
Issuing Office DODAAC	<i>N00189</i>	<i>-(Enter DODAAC of the activity issuing the contract.)</i>
Admin Office DODAAC	<i>N/A</i>	<i>-(Enter Contract Admin Office DODAAC)</i>
Inspector DODAAC (usually only used when Inspector & Acceptor are different people)	<i>N/A</i>	<i>-(Enter Inspector DODAAC (plus extension if applicable, or leave blank)</i>
Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)	<i>N39040</i>	<i>-(Enter DODAAC (plus extension if applicable)</i>
Acceptance At Other	<i>N/A</i>	<i>-(Enter Other Acceptance Address if different from above (plus extension if applicable))</i>
Local Processing Office (Certifier)	<i>N39040</i>	<i>-(Enter LPO DODAAC (Local Admin) (plus extension if applicable) or leave blank</i>
DCAA Office DODAAC (Used on Cost Voucher's only)	<i>N/A</i>	<i>-(Enter DCAA Office DODAAC when Applicable) - Check on DCAA website: <a href="http://www.dcaa.mil/">www.dcaa.mil/</a></i>
Paying Office DODAAC	<i>TBD</i>	<i>-(Enter Paying Office DODAAC Located on Contract)</i>
Acceptor/COR Email Address		<i>-(Enter the Acceptor Email address for this Contract if applicable)</i>

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable documentation that supports payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF must also be provided to each point of contact identified in section (d) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(d) For each invoice / cost voucher submitted for payment, the contractor shall include the following email addresses for the WAWF automated invoice notification to the following points of contact:

Name	Email	Phone	Role
Eric Horan	<a href="mailto:Eric.horan1@navy.mil">Eric.horan1@navy.mil</a>	207-438-1320	Contract Specialist

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CLAUSES INCORPORATED BY FULL TEXT

SUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Name: Patricia Vachon  
Address: FISC Norfolk Portsmouth Naval Shipyard Annex  
Portsmouth, NH 03804-5000  
Telephone: (207) 438-3853

(end of clause)

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

**APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE**

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

Name: Donald Blair  
Mailing Address: Portsmouth Naval Shipyard  
Portsmouth, NH 03804-5000  
Telephone No.: (207) 438-4893

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

Name: Joe Simanonok  
Mailing Address: Portsmouth Naval Shipyard  
Portsmouth, NH 03804-5000  
Telephone No.: (207) 438-4589

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort outside the existing scope of the contract (or delivery order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the Contracting Officer (ordering officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the delivery order; or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR.

## 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	OCT 2010
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	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
52.204-7	Central Contractor Registration	APR 2008
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.207-1	Notice Of Standard Competition	MAY 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-24	Limitation Of Government Liability	APR 1984
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8 (DEV)	Utilization of Small Business Concerns (DEVIATION)	MAY 2004
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUL 2010
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	SEP 2009
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.222-47	Service Contract Act (SCA) Minimum Wages And Fringe Benefits	MAY 1989
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003

52.223-16 Alt I	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 200&0 Alternate I	DEC 2007
52.223-18	Contractor Policy to Ban Text Messaging While Driving	SEP 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
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
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.244-5	Competition In Subcontracting	DEC 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7003	Item Identification and Valuation	SEP 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### 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)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)

- (a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- (b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.
- (d) Payrolls and basic records.
- (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3

years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

#### 52.248-1 VALUE ENGINEERING (OCT 2010)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is

completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

**CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

- (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
- (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
- (j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.
- (k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.
- (l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$150,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.
- (m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

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

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any [Defense Federal Acquisition Supplement](#) (48 CFR [Chapter 2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

Section J – List of Documents, Exhibits, and Other Attachments

1. Quality Assurance Surveillance Plan (QASP) (4 Pages)
2. QASP Matrix (3 Pages)

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
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Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	JUL 2009
52.219-1 Alt I	Small Business Program Representations (May 2004) Alternate I	APR 2002
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

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

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

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

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

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

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

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

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

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

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

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

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

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

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

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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

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

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

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

(End of provision)

#### 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PRO0Net); or

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)\_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

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

The offeror represents that --

- (a)  It has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b)  It has,  has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a)  it has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b)  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

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

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

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

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

Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

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

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (v) The facility is not located within the United States or its outlying areas.

(End of clause)

#### 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2010)

As prescribed in 204.1202, substitute the following paragraph (d) for paragraph (d) of the provision at FAR 52.204-8:

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website 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 #	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.

i. 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 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)

#### 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

- (a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: [insert telephone number] .
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
  - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
  - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
  - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

#### 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

- (a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine

whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(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)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Patricia Vachon  
Portsmouth Naval Shipyard Annex  
Contracting Div., Code 530.EH  
Bldg. 153, 6<sup>th</sup> floor  
Portsmouth, NH 03801

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

(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):

FAR Clauses <http://acquisition.gov/comp/far/index.html>  
DFAR Clauses <http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

3. The use in this solicitation of any **Defense Federal Regulation Supplement** (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

#### 5252.237-9400 SUBSTITUTION OR ADDITION OF PERSONNEL (JAN 1992) (NAVSUP)

(a) The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms, or personnel qualification statements were submitted as required by Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made, except in accordance with this clause.

(b) The Contractor agrees that:  
\_\_\_\_\_ during the contract performance period,

\_\_\_\_\_ during the first \_\_\_\_\_ days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitute of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 15 days (30 days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal or higher than the qualifications of the person being replaced.

(e) In the event of a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than, or equal to, at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated, or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default, or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss, or damage as a result of the Contractor's actions.

(End of Clause)

## L2 COMMUNICATION WITH PORTSMOUTH NAVAL SHIPYARD (PNS)

RFP information and amendments will be made available through the Internet via Navy Electronic Commerce Online (NECO) which can be accessed at <http://www.neco.navy.mil>. NECO lists Business Opportunities for several naval activities including Portsmouth Naval Shipyard. Solicitations issued by the Shipyard can be found under command/site N00102. In addition, a viewing copy will be available at Purchase Services, Bldg 153, 6<sup>th</sup> floor, Portsmouth Naval Shipyard, Portsmouth, NH. The cognizant PNS contract specialist can be contacted at email address:

[eric.horan1@navy.mil](mailto:eric.horan1@navy.mil)

Although PNS will make the RFP and amendments available electronically on the internet, proposals in response to this RFP **WILL NOT** be accepted via electronic transmission. Only proposals with original signatures submitted in accordance with FAR 52.215-1, *Instructions to Offerors--Competitive Acquisition*, of this solicitation will be accepted.

Potential Offerors will not automatically receive amendments to this solicitation and must check NECO website periodically to obtain any amendments. At a minimum, it is recommended that Offerors check on a weekly basis. Any amendments posted within five workdays of the scheduled closing date will include an extension to allow at least five workdays from the date when the amendment is posted to the closing date.

Potential Offerors who access the RFP via the internet are encouraged to submit the following information to the PNS Contract Specialist:

Company Name (including CAGE and D&B number)  
Point of Contact (including email address)  
Postal address

## Section M - Evaluation Factors for Award

EVALUATION FOR AWARDEvaluation Criteria**SUMMARY:**

**Part I – Technical Evaluation:** “Go, No-Go” – The technical portions of each proposal will be evaluated by the engineers in code 130 in order to determine whether or not they adhere to the specifications outlined in the MIL-STD’s referenced in the Statement of Work for NDT services. Once evaluated, code 130 will make a yes or no determination to the contracting officer on each proposal.

**Part II - Past Performance:** Offers shall provide all Past Performance data as required in the Contractor Performance Data Sheet, Attachment (I) hereto. The offeror shall forward the Contractor Performance Customer Input Sheet/Questionnaire, Attachment (II) to each customer the offeror elects to use as a reference. The offeror is responsible to ensure such data are submitted by the date and time specified for receipt of offers.

**Part III - Price:** An offer shall include a completed and signed SF33, and as applicable, executed copies of the Amendments and Representations and Certifications.

**Relative Weights -** The following will be used by the Contract Specialist/PCO when assessing the proposals:

- The Technical evaluation factor is more important than the Past Performance evaluation factor.
- The Past Performance evaluation factor is more important than the Cost/Price Proposal evaluation factor.
- All non-price factors, when considered together, are significantly more important than price.

The Government reserves the right to award on initial offers.

All technical evaluation factors, when combined, are significantly more important than cost/price.

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**EVALUATION FACTORS:**

## I. – Technical Evaluation

## I.I – Specification Compliance

Offers must meet the defined specification/requirements established in the solicitation. A technical review will be performed by Code 130 to determine a “Go, No-Go” evaluation of contractor offers for specification compliance. Acceptable technical offers will then be evaluated for Past Performance.

## II. – Past Performance

In order to facilitate the Government’s evaluation of this factor, the offeror shall provide information on no more than three (3) previous contracts whose effort was relevant to the effort required by this solicitation; the contracts provided should have been performed within the last five (5) years. Evaluation will focus only on work experience already performed. Yet-to-be performed work and experience prior to the last 5 years will not be considered. Offerors may submit performance data regarding current contract performance as long as a minimum of one year of performance has been completed as of the closing date of this RFP. The Government may verify past performance information. The Government may contact some or all of the references provided, as appropriate, and may collect information through questionnaires, telephone interviews and existing data sources to include but not limited to Contractor Performance Assessment Reporting (CPARS). The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. This past performance information will be used for the evaluation of past performance. Past performance will be evaluated based on the relevance (II.i) and quality (II.ii) of the submitted contracts.

II.i – Relevance

Relevance is determined by a contract’s similarity to the current requirement, based upon scope and magnitude. For the purposes of this evaluation, relevancy in scope and magnitude are measured by the following:

II.i.a – Scope: Experience in the areas defined in the SOW.

II.i.b – Magnitude: The measure of the similarity of the dollar value of actually performed work that exists between the PWS and the offeror’s contracts. Magnitude will be evaluated on the dollar amount of work actually performed under the contract or contracts during the relevant five-year period established by the solicitation.

Offerors lacking relevant past performance history will not be evaluated favorably or unfavorably on past performance – they will receive a Neutral rating.

II.ii – Quality

Quality is proven by the contractor’s demonstrated history of delivering products and services of high quality and compliance with contractual requirements. It will be based on the following sub factors: Quality, Timeliness, and Contractor Responsiveness which are of equal importance.

II.ii.a – Timeliness: The offeror’s compliance with delivery and/or performance schedules  
Timeliness of submission of requested information, reports, and invoicing.

II.ii.b – Contractor Responsiveness: The offeror’s demonstrated ability to respond to customer concerns, isolate and resolve problems, and take systematic improvement action

Following the quality evaluation, the Contracting Officer will assign an overall adjectival rating to each contract, considering both the contract’s relevance and quality. The Contracting Officer will then assign a composite past performance adjectival rating for the offeror’s overall past performance, considering the ratings assigned to each individual contract.

Cost/Price Proposal: The offeror’s price/cost proposal shall include a complete and signed SF 33, and if applicable, executed copy of Amendments, and executed Representations and Certifications. The cost/price proposal will be evaluated in accordance with FAR 15.404-1.

Increasing Significance of Price: Although price is the least most important evaluation factor, it has the potential to become more significant during the evaluation process. The degree of importance of the price will increase with the degree of equality of the proposals in relation to the other factor on which selection is to be based. The importance of price will also increase when a proposal's price is so significantly high as to diminish the value to the Government that might be gained under the other aspects of the offer. If, at any stage of the evaluation, all offerors are determined to have submitted equal, or virtually equal, non-price proposals, price could become the factor in determining which offeror shall receive the award.

Scoring/ Rating: All evaluation criteria except price/cost will be subject to the following adjective scores/ratings.

RATING TABLE

Adjectival Rating	Description
Highly Acceptable (HA)	The proposal exceeds the required performance requirements specified in the RFP, and those excesses are beneficial to Department of the Navy. The Offeror’s submission exceeds an “acceptable” rating because of substantial value-added matters that offer discernibly greater quality including, but not limited to, increased mission capability, superior customer service, and

	<p>identifiable improvements in process, procedure, or product. The Offeror has demonstrated that timely and high quality performance is to be anticipated and expected, and that there is a high probability of success. No deficiencies or significant weaknesses noted.</p> <p>Past Performance Demonstrates: Superior accomplishment of contract requirements and high customer satisfaction on relevant contracts. Very Low Performance Risk. Based on the Offeror's performance record, little doubt exists that the Offeror will successfully perform the required effort.</p>
<p>Acceptable (A)</p>	<p>The proposal is responsive to all aspects of the solicitation. The proposal meets all of the required requirements specified in the RFP. The Offeror demonstrates an understanding of the requirements. Good probability of success. No deficiencies and very few significant weaknesses noted.</p> <p>Past Performance Demonstrates: Fully compliant accomplishment of contract requirements and positive customer satisfaction on relevant contracts. Low Performance Risk: Based on the Offeror's performance record, minimal (but perhaps some) doubt exists that the Offeror will successfully perform the required effort.</p>
<p>Unacceptable (a)</p>	<p>The proposal meets some, but not all, of the required requirements of the RFP. The Offeror demonstrates a general understanding of the requirements, but some areas of the requirement may not be fully addressed. There is a marginal probability of success as currently proposed. Some significant weaknesses or a deficiency may exist, but all are considered correctable through discussions.</p>
<p>Unacceptable (b)</p>	<p>The proposal is technically unacceptable and clearly inadequate and fails to meet explicit and implicit RFP requirements. The Offeror fails to adequately demonstrate understanding of the requirements or to evidence a solid level of competence in the area. There is no reasonable chance of making the proposal more advantageous to the Navy through normal course of discussions, and corrections cannot be accomplished without submission of what would amount to a new proposal. No reasonable chance of being selected for award.</p> <p>Past Performance Demonstrates: Failure to properly accomplish contract requirements and failure to satisfy customer on relevant contracts. Very High Performance Risk. Based on the Offeror's performance record, extreme doubt exists that the Offeror will successfully perform the required effort.</p>
<p>Neutral (Applies only to Past Performance Factors)</p>	<p>The offeror has no past performance history OR the Contracting Officer has determined that the past performance information provided is not relevant to the requirements in the RFP.</p>

**N00189-11-R-PG03**

**ATTACHMENT (1) To Past Performance Evaluation Plan**

**CONTRACTOR PERFORMANCE DATA SHEET**

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

This questionnaire shall be completed by the offeror as provided. If required, only the spacing may be modified to accommodate the offeror or respondent's comments.

**THIS FORM SHALL BE COMPLETED BY THE OFFEROR AND FORWARDED AS AN ATTACHMENT TO THE PROPOSAL.**

1. Contract number of previous procurement: \_\_\_\_\_

2. Point of contact/phone number and fax number at agency or company where the contract was performed and to whom the offeror will send Attachment (II) to request that agency or company to provide past performance information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Detailed description of supplies provided:

\_\_\_\_\_  
\_\_\_\_\_

4. Dollar value of contract: \_\_\_\_\_

5. Name(s) of subcontractors used, if any, and a description or work performed by the subcontract(s):

\_\_\_\_\_

6. The number, type and severity of any quality, delivery or price problems in performing the contract, the corrective action taken and the effectiveness of the correction action:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**N00189-11-R-PG03**

**ATTACHMENT (II) To Past Performance Evaluation Plan**

**PAST PERFORMANCE REPORT FORM**

**TO BE COMPLETED BY THE RESPONDENT AND RETURNED TO FISC**

**(PLEASE DO NOT RETURN TO THE CONTRACTOR WHO ORIGINATED THIS REQUEST)**

A. The completion of this questionnaire is requested from your agency/company in order for the Fleet and Industrial Supply Center to evaluate the aforementioned contractor's past performance on previous contracts as it relates to the probability of successful accomplishment of the work required by the Government relative to the award of the contract resulting from the solicitation.

Please provide concise comments regarding your overall assessment of the contractor's performance on the contract identified below. Please respond to each question in a narrative format. Please mail, fax, or e-mail your completed questionnaire directly to the address below:

Commanding Officer  
Fleet and Industrial Supply Center  
Contracting Department,  
Attn: Eric Horan, Code 530.EH  
Portsmouth Naval Shipyard, Building 153, 6th floor  
Portsmouth, NH 03804-5000  
Phone: (207) 438-1320  
Fax: (207) 438-1251 Email: eric.horan1@navy.mil

**Company's Name** \_\_\_\_\_  
**POC/Title/Position:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Contract/Purchase Order No.** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_

**Contract Type:** \_\_\_\_\_

**Period of Performance:** \_\_\_\_\_

**Business Address** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Phone Number** \_\_\_\_\_

**1. Quality:**

(i) Describe satisfaction with the Offeror

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ii) Describe instances of rework and/or deficiency reports

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(iii) Describe effective and/or innovative work applications that were beneficial to you

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**2. Timeliness:**

(i) Describe offerors demonstrated ability to comply with: delivery and/or performance schedules. What were the causes of any delay?

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(ii) Describe timeliness of submission of requested information, reports, and invoicing

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**3. Responsiveness:**

(i) Describe Offeror's demonstrated ability to respond to your concerns.

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(ii) Describe Offeror's efforts to isolate and resolve problems and take systemic improvement action.

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D. Identify the contractor's overall strengths and weaknesses.

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E. Given the choice, would you award to this contractor again?

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F. Are you aware of any other contracted efforts performed by this contractor similar in nature to this contract?  
Please identify contract/program and point of contact.

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G. Is there anyone else we should send this questionnaire to? Please identify by name, organization, and phone number.

CLAUSES INCORPORATED BY FULL TEXT

M8 AWARD – SINGLE AWARD FOR ALL ITEMS

Due to the interrelationship of the items involved, the right is reserved to make a single award to the responsive offeror whose total proposal on all items is low.

**ATTACHMENT 1:**

**QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)  
TECHNICAL AND ENGINEERING SERVICES  
FOR  
CODE 135 Non Destructive Test (NDT) Inspection Support  
FY11**

**1. PURPOSE**

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract and in subsequent task orders issued there under. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received.

**2. AUTHORITY**

Authority for issuance of this QASP is provided under FAR 52.212-4(a), Inspection/Acceptance, and FAR 52.212-4(m), Termination for cause, and documentation called for in the contract to be accomplished by the Contracting Officer or his duly authorized representative.

**3. SCOPE**

The QASP is put in place to provide Government surveillance oversight of the Contractor's quality control efforts to assure that they are timely, effective and are delivering the results specified in the contract or task order. The QASP is not a part of the contract nor is it intended to duplicate the Contractor's Management Plan.

**4. GOVERNMENT RESOURCES**

The following definitions for Government resources are applicable to this plan:

**Contracting Officer** - A person duly appointed with the authority to enter into, administer, or terminate contracts and make related determinations and findings on behalf of the Government.

**Contracting Officer's Representative (COR)/Alternate Contracting Officer's Representative (ACOR)** - An individual designated in writing by the Contracting Officer to act as his authorized representative to assist in administering a contract. The

source and authority for a COR is the Contracting Officer. COR limitations are contained in the written letter of appointment.

## **5. RESPONSIBILITIES**

The Government resources shall have responsibilities for the implementation of this QASP as follows:

**Contracting Officer** – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

**Contracting Officer's Representative (COR)** - The COR/ACOR is responsible for administration of Code 135NDT Inspection Support and assures proper Government surveillance of the Contractor's performance. The COR or ACOR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action. The COR will serve as the Quality Assurance Evaluator (QAE).

## **6. METHODS OF QA SURVEILLANCE**

The below listed methods of surveillance shall be used in the administration of this QASP.

**Customer Feedback** – Customer feedback may be obtained from random customer complaints. Naval Supply Systems form 1343 will be made available by the COR for the patrons. The COR shall have sole custody of the suggestion box. Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed and must be forwarded to the COR. .

**Inspections** – The services rendered under the contract is subject to Government inspection during the Contractor's operations and after completion of a task. Inspections may be routine functions performed by the COR. Government inspections may be conducted in an unannounced manner by the COR or ACOR. The COR shall maintain a Contract Discrepancy Report (CDR), a copy of which will be provided to the Contractor. Within three days, the Contractor shall reply in writing to CDR(s) by stating reason(s) for unsatisfactory performance(s) and shall identify the corrective action(s) that will be taken to prevent recurrence(s).

## **IDENTIFIED QUALITY ASSURANCE SURVEILLANCE ITEMS**

The following PBSC items are identified within the Statement of Work presented in Section C of the solicitation and are to be monitored under this QASP.

### **Code 135, NDT Inspection Support**

**Measurement/Metric** – Quality, Timeliness, and Responsiveness.

**Performance Standard** – Quality – shall focus on the contractor's ability to satisfactorily meet the customer's expectations of completed work. How many deficiencies were found or instances of rework were required are the types of things that shall be examined.

Timeliness – within the times and periods, such as on time inspection of products/material contractor's written response within 3 days of CDR(s), and adherence to schedules shall impact any review of Timeliness.

Responsiveness – shall be concerned with how well the contractor responds to customer concerns and the approach used to resolve problems.

**Maximum Error Rate** – Quality - 0%  
Timeliness – 0%  
Responsiveness – 0%

### **NDT Inspection Management/Code 135 Division Head Support**

**Measurement/Metric** – Quality, Timeliness and Responsiveness

**Performance Standard** – Quality – How well the contractor performs the following:

- Works directly with NDT Supervisors and Inspectors to insure a high level of communication across the Division.
- Implements methodologies to insure project action items are followed through completion.
- Organizes and arranges for meetings between team players to support Code 135 Work/Actions.

Timeliness – Status Reports from the Contractor as required per task/project and as stipulated by the customer

Meeting special or urgent projects deadlines as determined by the Division or Branch Head.

Contractor's written response within 3 days of CDR (s)

Responsiveness– Upon receipt of concern the Contractor shall respond in person, telcon, or e-mail within 1 day to discuss the concern. Within 2 days the Contractor shall provide a hardcopy POA&M to the customer outlining the resolution of the concern.

## **7. DOCUMENTATION**

The COR will, in addition to providing documentation to the Contracting Officer, maintain a complete Quality Assurance file. All such records will be retained for the life of this contract. Information in the Quality Assurance file will be considered when completing the annual Contractors Performance Assessment Reporting Systems report.

## **8. ATTACHMENTS**

Attachment A – QASP Matrix

**ATTACHMENT 2:**

**QUALITY ASSURANCE SURVEILLANCE PLAN, (MATRIX)  
TECHNICAL AND ENGINEERING SERVICES, CODE 135 NDT Inspection Support FOR FY11-FY12**

Deliverable or Service Requirement	Measurement/Metric	Performance Standards	Maximum Error Rate	Method of Surveillance	Procedures to be taken when performance standards are met/not met
<b>NDT Inspection Support</b>	Quality	Contractor's ability to satisfactorily meet the customer's expectations of completed work.	0%	Unannounced inspections conducted by the Contracting Officer's Representative (COR)	FAR Clause 52.212-4 "Contract Terms and Conditions - Inspection /Acceptance"
	Timeliness	On time delivery of products, status reports, invoicing Contractor's written response within 3 days of CDR(s)		and/or by Alternate Contracting Officer's Representative (ACOR)	Positive: Letters of Commendation and/or Appreciation, Favorable Performance Reviews. Subsequent quarterly or yearly options shall be awarded.
	Responsiveness	How well the contractor responds to customer concerns and the approach used to resolve problems.		Customer feedback	Negative: Performance will be documented on CPARS. Subsequent quarterly or yearly options shall not be awarded. In Addition, FAR 52.246-6 (f), (g) and (h).

<b>Documentation of Inspections Completed</b>	<b>Quality</b>	<p>How well the contractor documents completion of work instructions and technical information (TGIs).</p> <p>TGI instructions Completed within timeframe designated by code 135 Supervision.</p> <p>Meeting special or urgent projects deadlines as determined by the Division Head or General Foreman.</p> <p>Contractor's written response within 3 days of CDR(s)</p> <p>Upon receipt of concern the contractor shall respond in person, telcon, or e-mail within 1 day to discuss the concern. Within 2 days the contractor shall provide a hardcopy POA&amp;M to the customer outlining the resolution of the concern.</p>	0%	<p>Unannounced inspections conducted by the COR and/or by (ACOR)</p> <p>Customer feedback</p>	<p>FAR Clause 52.212-4 "Contract Terms and Conditions -</p> <p>Positive: Letters of Commendation and/or Appreciation, favorable performance reviews. Subsequent quarterly or yearly options shall be awarded.</p> <p>Negative: Performance will be documented on CPARS. Subsequent quarterly or yearly options shall not be awarded.</p> <p>Negative: Performance will be documented on CPARS. Subsequent quarterly or yearly options shall not be awarded.</p> <p>In Addition, FAR 52.246-6 (f), (g) and (h).</p>
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<p><b>NDT Qualifications</b></p>	<p>Quality</p>	<p>How well the Contractor Completes Shipyard Qualification Exams.</p>	<p>0%</p>	<p>Unannounced inspections conducted by the COR and/or by individuals outside of the ACSC organization</p> <p>Customer feedback</p>	<p>FAR Clause 52.212-4 "Contract Terms and Conditions --</p> <p>Positive: Letters of Commendation and/or Appreciation, favorable performance reviews. Subsequent quarterly or yearly options shall be awarded.</p> <p>Negative: Performance will be documented on CPARS. Subsequent quarterly or yearly options shall not be awarded.</p> <p>In Addition, FAR 52.246-6 (f), (g) and (h).</p>
	<p>Timeliness</p>	<p>Contractor's written response within 3 days of CDR(s)</p>			
	<p>Responsiveness</p>	<p>Upon receipt of concern the contractor shall respond in person, telcon, or e-mail within 1 day to discuss the concern. Within 2 days the contractor shall provide a hardcopy POA&amp;M to the customer outlining the resolution of the concern.</p>			