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NAVSUPDA01

MARKING OF WARRANTED ITEMS (SEP 1994) (NAVSUP)

(a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.

(b) Warranted items shall be marked with the following information:

- (1) National stock number or manufacturer's part number**
- (2) Serial number or other item identifier
(if the warranty applies to uniquely identified items)**
- (3) Contract Number**
- (4) Indication that a warranty applies**
- (5) Manufacture or entity (if other than the contractor) providing the warranty**
- (6) Date or time when the warranty expires**
- (7) Indication of whether or not attempted on-site repair
by Government personnel will void the warranty.**

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**NAVSUPGA01
NOTICE TO CONTRACT ADMINISTRATION
AND RECEIVING ACTIVITIES (APR 1999) (NAVSUP)**

(a) This contract is subject to the Navy's Product Data Reporting and Evaluation Program (PDREP), Red/Yellow/Green (RYG) program. PDREP RYG Is authorized by the Assistant Secretary of the Navy (Research, Development and Acquisition) for the acquisition of commodities used to build and maintain the Fleet -- material, parts, and components of ships, planes, and weapons systems. PDREP RYG does not apply to procurements that come under the cognizance of The Nuclear Propulsion Directorate.

(b) Contractor quality history is essential to the successful use of the PDREP RYG program, and to evaluate the program's affect on the Navy's ability To increase the quality of products supplied to the Fleet. To get maximum Effectiveness from the program, each activity must comply fully with the data Submittal requirements of Navy and Marine Corps Product Data Reporting And Evaluation Program (PDREP) Manual, NAVSO P-3683.

**(c) Questions about the program should be addressed to the:
Naval Sea Logistics Center Detachment, Portsmouth
Federal Building, Room 400
80 Daniel Street
Portsmouth, NH 03801-3884
Telephone: 603-431-9460**

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NAVSUPHA04
POST-AWARD CONFERENCE (JAN 1992) (NAVSUP)

(a) A post-award conference shall be conducted within (_____) days after contract award with representatives of the Contractor, the cognizant Contract Administration Office, and the Contracting Officer at (_____). The Contracting Officer, or designated representative, initiating the conference will designate, or act as, the chairperson. At the request of the Procuring Contracting Officer, conference arrangements will be made by the Contract Administration Office. Including notification to the Contractor and the Contracting Officer.

(b) The requirements for a post-award conference shall in no event constitute ground for excusable delay by the Contractor in performance of any provisions in the contract.

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**NAVSUPHA11
TECHNOLOGY IMPROVEMENTS (MARCH 2000)**

After contract award, the Government may solicit, and the Contractor is encouraged to independently propose, technology improvements to the equipment, software specifications or other requirements of the contract which take advantage of advances in the equipment technology. These improvements will allow the Government to modify this contract to incorporate such changes which will take advantage of industry improvements and incorporate advances to take advantage of state of the art improvements to the equipment. Incorporation of proposed changes shall not require more than minor changes to existing applications but will include changes and additions that satisfy existing fleet and shore needs; such changes shall be within the scope of the original application.

As part of the proposed changes, the Contractor shall submit a price proposal to the Contracting Officer for evaluation. The proposed technology improvements that are acceptable to the Government will be processed as modifications to the contract.

At a minimum, the following information shall be submitted by the Contractor with each proposal:

- 1. A description of the differences between the existing contract requirements and the proposed change, and the comparative advantages and disadvantages of each;**
- 2. Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for such changes;**
- 3. An estimate of the performance and cost changes, if any, that will result from the adoption of the proposal;**
- 4. An evaluation of the effects of the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items and costs of maintenance, operation and conversion;**
- 5. Identification of any effect on the contract completion time or delivery schedule.**

The Government reserves the right to require a return of selected portions of a live test demonstration to verify the proposed equipment's performance, at no additional charge to the Government.

The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract is final.

The Contracting Officer may accept any proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice will be given by issuance of a modification to this contract. Until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing contract.

If a proposal submitted pursuant to this clause is accepted and applied to this contract, an equitable adjustment (if any) to the contract price shall be in accordance with the procedures of the "Changes" clause. The resulting contract modification will state that it is made pursuant to the Technology Improvement Clause. Maintenance, technical support, documentation, training and all other aspects of hardware and software support shall be fully commensurate with existing technical supports for hardware and software.

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NAVSUPIA08 PACKAGING PILOT PROGRAM (DEC 1999)

1. If this contract or any order issued under this contract specified that items to be delivered shall be packaged in accordance with a version of MIL-STD-2073 or any standard other than the contractor's commercial packaging practices, those packaging requirements shall be deemed to be for information only and not contractually binding except where specified in accordance with paragraph 2. The contract shall, instead, package such items in accordance with its standard commercial packaging methods adequate to prevent deterioration and physical damage of the item(s). The contractor's standard commercial packaging methods shall be the methods described in its Quality System manual or other written media, which are based on the elements of ISO 9000

2. If specified by the Government in this contract or any order issued under the contract, the contractor shall utilize reusable shipping containers provided the shipping container has been assigned a national stock number (NSN) or procured by the Government as Government Furnished Property (GFP) or procured by the Government under this contract.

3. Where F.O.B. Origin is specified, the Government shall notify its carrier in accordance with its standard procedures upon discovery of any damage resulting from transportation of the items. Where F.O.B. Destination is specified, the Government shall notify the contractor in accordance with its standard procedures upon discovery of any damage resulting from transportation of the items.

4. The Government shall notify the contractor of any concealed damage to the item(s) resulting from the failure of the contractor's packaging methods within 150 days of the discovery of the concealed damage or within 42 months of the date the contractor packed the items, whichever occurs first. The contractor shall repair or replace, at its option, any item the parties agree has been damaged as a result of the failure of the contractor's packaging methods, provided the Government has exercised reasonable care in its transportation, handling and storage of the item(s) in the military distribution system

5. Any exception to the requirements of this clause shall be mutually agreed to by the parties. The NAVICP point of contact is Mike Sharp, who can be reached at (215) 697-4698 or e-mail at: Frederick.sharp@navy.mil. The Navy point of contact is Frank Sechrist, who can be reached at (717) 605-2694 or e-mail at: frank_a_sechrist@icpmech.navy.mil. The Marine Corps point of contact is Mike Dawson, who can be reached at (703) 695-8926 or e-mail at: dawsonmm@hqmc.mil.

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NAVSUPLA10 HAZARDOUS MATERIALS (JAN 1999) (NAVSUP)

(a) Hazardous materials as used in this clause means any material defined as hazardous within the applicable modal regulations governing packaging, handling storage and transportation (including revisions adopted during the term of the contract). Such definitions include the following:

<u>Class/ Division</u>	<u>Definition</u>
<u>1</u>	<u>Explosives</u>
<u>2.1</u>	<u>Flammable Gas</u>
<u>2.2</u>	<u>Non-Flammable, Non-poisonous Compressed Gas</u>
<u>2.3</u>	<u>Gas Poisonous by Inhalation</u>
<u>3.</u>	<u>Flammable Liquid</u> <u>(flash point not mmore than 141 degrees F)</u>
<u>4.1</u>	<u>Flammable Solid</u>
<u>4.2</u>	<u>Spontaneously Combustible Material</u>
<u>4.3</u>	<u>Dangerous When Wet Material</u>
<u>5.1</u>	<u>Oxidizer</u>
<u>5.2</u>	<u>Organic Peroxides</u>
<u>6.1</u>	<u>Poisonous Material</u>
<u>6.2</u>	<u>Infectious Substance</u>
<u>7.</u>	<u>Radioactive Material</u>
<u>8.</u>	<u>Corrosive Material</u>
<u>9.</u>	<u>Miscellaneous Hazardous Material</u>
<u>None</u>	<u>Otherwise Regulated Material (ORM-D)</u>

(b) Preservation, packaging and packing of hazardous materials shipped hereunder shall be in accordance with the requirements of Department of Transportation Code of Federal Regulation, Title 49, Part 100-199, as applicable. In the event of any discrepancy between the contract and Title 49, Title 49 shall Govern, unless another modal regulation is applicable (See paragraphs (e), (f) and (g) below.

(c) Marking and labeling shall be in accordance with MIL-STD-129 and Title 49, as applicable. In the event of any contradiction between the two documents, Title 49 shall govern.

- (d) Transportation shall be in accordance with Title 49; however, hazardous material shipped via the U.S. Postal Service shall be shipped in accordance U.S. Postal Service Publication.**
- (e) Hazardous materials intended for shipment via water transportation shall be packaged, packed, marked and labeled in accordance with the International Maritime Organization International Maritime Dangerous Goods (IMDG) Code.**
- (f) Hazardous materials intended for shipment, via commercial air, shall be packaged, packed, marked, labeled, and certified in accordance with the International Civil Aviation Organization (ICAO) Technical Instructions for The safe Transport of Dangerous Goods by Air or the International Air Transport Association (IATA) Dangerous Goods Regulations.**
- (g) Hazardous materials intended for shipment, via military aircraft, shall be packaged, packed, marked, labeled, and certified in accordance with joint manual AF JMAN 24-204/NAVSUPPUB 505/TM 38-250/MCO P4030.19G/DLA14145.3 (Preparing Hazardous Materials for Military Air Shipments).**
- (h) If the hazardous material required to be shipped under this contract is a non-regulated limited quantity as defined by applicable modal regulations, it shall be packaged to meet the requirements of Level A packaging listed in MIL-STD-2073.**
- (i) In addition to the above, packaging (container and containment components) designs shall pass all applicable packaging performance tests in accordance with Title 49, the ICAO/IATA and IMDG, as applicable. Compressed gases are excluded From these tests. Each packaging of acceptable design shall bear certification markings Outlined in Title 49. All certificates and test reports indicating test compliance shall Be available for inspection by authorized government representatives.**
- (j) A test report and special packaging instruction shall be submitted in accordance with DD Form 1423, Contract Data Requirements List, referencing Data Item Descriptions (DIDs) DI-PACK-81059 (Performance Oriented Packaging Test Report) And DI-PACK-80121 (Special Packaging Instruction). When these DIDs are Referenced, only packaging materials controlled by Military or Federal Specifications May be used, unless superseded by commercial standards which have been adopted For government use.**
- (k) A Material Safety Data Sheet, prepared in accordance with FED-STD-313, and a copy of the Hazard Warning Labels shall be forwarded to the applicable contracting activity.**

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NAVSUPLA20 SINGLE AWARD FOR ALL ITEMS (JAN 1999) (NAVSUP)

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

() Alternate I

Subject to the provisions contained herein, award shall be made to a single offeror for all subline items within each contract line item. Offers must include each subline item listed within a line item. Failure to do this shall be cause for rejection of the offer for that particular line item.

() Alternate II

- (a) Award will be made to a single offeror on each entire lot.**
- (b) For the purpose of evaluating offers, each lot indicated below will be considered as a single item and will be awarded only as a unit:**

LOT NUMBER	ITEM NUMBER
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- (c) The offeror must propose on all items in a lot to be eligible for award of that lot. Award will be made to the responsible offeror proposing the lowest aggregate price for each lot as designated above; however, the Government reserves the right to award by item within any lot when the Contracting Officer determines that it is advantageous to the Government.**

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NAVSUPMA04

**EVALUATION – RENT-FREE USE OF GOVERNMENT PRODUCTION
AND RESEARCH PROPERTY (JAN 1992)(NAVSUP)**

To eliminate any competitive advantage arising from the use of Government Production and research property on a rent-free basis, an evaluation factor will Be applied to the offer involving such rent-free use. The evaluation factor shall Be determined by prorating the rent between the proposed contract and the other work utilizing such property, as prescribed in Far 45.205, to find the pro rata share applicable to the proposed contract. Offerors offering rent-free use shall provide information as to total rental charges for a period equivalent to the free rental period as well as an estimate of the required usage of the property in the performance of the contract.

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NAVSUPMA05 BEST VALUE EVALUATION (NOV 1999)(NAVSUP)

(a) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost/price and other factors considered. The Government reserves the right to make an award to other than the lowest priced offeror or the offeror with the highest technical evaluation if the Contracting Officer (or Source Selection Authority if other than the Contracting Officer) determines that to do so would result in the best value to the Government.

(b) The offeror's proposal shall be in the form prescribed by this solicitation and shall address all areas which affect the evaluation factors and subfactors for award delineated herein.

(c) Cost/price is <_____>* non-cost/price evaluation factors. Following are the non-cost/price evaluation factors and significant subfactors:

EVALUATION FACTORS AND SUBFACTORS
(In descending order of importance)

<_____>
<_____>
<_____>
<_____>

* Fill-in as appropriate: significantly less important than;
less important than;
approximately equal to;
more important than; or
significantly more important than

(d) Cost/price will be considered in the source selection decision. The relative importance of cost/price will increase with the degrees of equality of the proposals in relation to the other factors on which source selection is to be based, or when the cost/price is significantly high in relation to the value to the Government of the superiority in non-cost/price factors.

(e) Cost/price proposals will be evaluated for realism in regards to the relationship between the proposed cost/price and the technical proposal.

(1) In evaluating offers for cost reimbursable type contracts, the offeror's estimated cost may be adjusted for evaluation purposes to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with its offer.

(2) Unrealistic personnel compensation rates or other cost elements may also be considered in the technical evaluation of both fixed price and cost type offers, which could result in a lower technical evaluation of both fixed price and cost type offers, which could result in a lower technical evaluation based on risk analysis.

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NAVSUPMA06

**EVALUATION OF TRANSPORTATION COSTS FOR GOVERNMENT
FURNISHED PROPERTY (JAN 1992) (NAVSUP)**

(a) The Government will pay the cost of transporting Government furnished property to the Contractor's plant. For each offeror, this transportation cost will be added to the amount of the offer in order to determine the overall cost of the supplies to the Government.

(b) Land methods of transportation by regulated common carrier are normal means of transportation used by the Government for shipment within the United States (excluding Alaska and Hawaii). Accordingly, for the purpose of evaluating offers, only such methods will be considered in establishing the cost of transportation between the location of the Government furnished property and the Contractor's plant.

**(c) The Government furnished property is as follows:
(description, approximate size and weight, location)**

< _____ >
< _____ >
< _____ >
< _____ >

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