

**SOLICITATION, OFFER AND AWARD**

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

2. RATING

PAGE

OF PAGES

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2. CONTRACT NO.	3. SOLICITATION NO. <b>N00383-02-R-H53SALE</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION /PURCHASE NO.
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7. ISSUED BY: NAVAL INVENTORY CONTROL POINT 700 ROBBINS AVE PHILADELPHIA, PA 19111-5098  POC/SYMBOL P0233.08 TEL 215-697-5537	8. ADDRESS OFFER TO (If other than Item 7)
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be recieved at the place specief id in item or if handcarried in the depository located in **BLDG 1 ROOM 2219** until **02:00PM** local time **01/01/02** (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Far 52.214-7 or Far 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME and E-Mail Address <b>M. A. DUFFY michelle_a_duffy@icpphil.navy.mil</b>	B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) <b>(215)697-5537</b>
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**11. TABLE OF CONTENTS**

(.)	SEC.	DESCRIPTION	PAGE(S)	(.)	SEC.	DESCRIPTION	PAGE(S)
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	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND OTHER INSTRUCTIONS			
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	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
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	H	SPECIAL CONTRACT REQUIREMENTS					

**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)	<input checked="" type="checkbox"/> 10 CALENDAR DAYS	<input type="checkbox"/> 20 CALENDAR DAYS	<input type="checkbox"/> 30 CALENDAR DAYS	<input type="checkbox"/> CALENDAR DAYS
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

19. ACCEPTANCE AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 COPIES UNLESS OTHERWISE SPECIFIED)
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NSN 7540-01-152-8064

PREVIOUS EDITION NOT USABLE

33-132

**STANDARD FORM 33** (REV. 9-97)  
Prescribed by GSA

STANDARD FORM 36, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG (4)1 CFR) 1-16.101	<u>CONTINUATION SHEET</u>	REF. NO. OF DOC. BEING CONT'D  N00383-02-R-H53SALE	PAGE  2	OF  16
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	This solicitation describes the Government's intent to sell twelve (12) CH-53D helicopters and supporting minimum parts package.  <b>CH-53D HELICOPTER</b> (SEE PAGE 5 OF THIS SOLICITATION FOR TAIL NUMBERS).	6	EA		
0002**	<b>CH-53D HELICOPTER</b> (SEE PAGE 5 OF THIS SOLICITATION FOR TAIL NUMBERS).  ** PLEASE NOTE THAT CLINS 0001 AND 0002 HAVE BEEN ESTABLISHED FOR OFFERORS INTERESTED IN SUBMITTING PROPOSALS FOR THE ENTIRE LOT OF 12 EACH OR FOR A PARTIAL LOT OF 6 EACH ONLY.  OFFERORS INTERESTED IN SUBMITTING AN OFFER FOR 12 EACH, <b>MUST</b> SUMIT PRICES FOR CLIN 0001 AND CLIN 0002.  OFFERORS INTERESTED IN SUBMITTING AN OFFER FOR ONLY A LOT OF 6 EACH, MUST SUBMIT A PRICE FOR CLIN 0001 <b>ONLY</b> .	6	EA		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<b>MINIMUM PARTS PACKAGE</b>	<b>95</b>	<b>EA</b>		<b>\$19,968,980</b>
0003AA	NOMEN: MAIN GEARBOX NIIN: 01-198-7659	18	EA	\$726,950	\$13,085,100
0003AB	NOMEN: MAIN ROTOR HEAD NIIN: 00-148-9199	8	EA	\$129,230	\$1,033,840
0003AC	NOMEN: MAIN ROTOR BLADE NIIN: 01-144-4629	52	EA	\$84,420	\$4,389,840
0003AD	NOMEN: HYDRAULIC PUMP NIIN: 01-135-1722	6	EA	\$32,980	\$197,880
0003AE	NOMEN: NOSE GEARBOX NIIN: 01-455-4129	4	EA	\$192,430	\$769,720
0003AF	NOMEN: TAIL GEARBOX NIIN: 01-220-4621	6	EA	\$82,100	\$492,600
<p><b>SEE PAGE 4 OF THIS REQUEST FOR PROPOSAL                  FOR SOLICITATION NOTES.</b></p>					

<b>CONTINUATION SHEET</b> (OPTIONAL FORM 336)	<b>REFERENCE NO.OF DOCUMENT BEING CONTINUED</b> <b>N00383-02-R-H53SALE</b>	<b>PAGE</b> 4	<b>OF</b> 16
<p><b>SOLICITATION NOTES:</b></p> <ol style="list-style-type: none"><li>1. It is the Government's intent to sell all twelve (12) aircraft and the \$19M Minimum Parts Package in one lot. However, alternate partial offers of six (6) aircraft will be considered if it is in the best interest of the Government. See page 9 for additional details. The purchase of the Minimum Parts Package listed as CLIN 0003 on page 3 of this Request for Proposal is <b>MANDATORY</b> in combination with the purchase of the aircraft. In addition, the Minimum Parts Package will be sold at the standard unit prices also listed on page 3 of this request.</li><li>2. The Government intends to award a contract through the use of a Forward Auction, an Internet-based negotiation event, which will be conducted by NAVICP and will use the website of Procuri. For further information regarding this type of event, please see Section G and Attachment A of this solicitation. Potential offerors can also visit Procuri's website at <a href="http://www.procuri.com">www.procuri.com</a>.</li><li>3. The Contracting Officer reserves the right not to conduct a Forward Auction or to award upon initial price proposals.</li><li>4. Only offerors that are determined to be within the competitive range will be invited to participate in the Forward Auction.</li><li>5. The full text of FAR clauses referred to in this solicitation may be found electronically at this address: <a href="http://www.navicp.navy.mil/business/cluserefer.htm">http://www.navicp.navy.mil/business/cluserefer.htm</a>.</li></ol> <p style="text-align: center;"><b>PLEASE READ THIS SOLICITATION IN ITS ENTIRETY.</b></p>			

**Section C: Program Description**

**1. General**

The Government will sell twelve (12) non-tactical, humanitarian CH-53 aircraft in conjunction with a supporting parts package. The Government has divided the fourteen (14) aircraft identified below into two (2) lots of seven (7) each. These aircraft are available for the contractor’s physical inspection for the selection of twelve (12) aircraft, six (6) per each lot. The selected aircraft will be demilitarized and sold “where is” and “as is.”

The following two lots of seven (7) tail numbers are available:

<b>CLIN 0001</b>		<b>CLIN 0002</b>	
<u>Tail Number</u>	<u>Model</u>	<u>Tail Number</u>	<u>Model</u>
153712	A	153707	A
156673	D	156668	D
153301	A	156671	D
156666	D	156663	D
156676	D	156672	D
156656	D	156674	D
156655	D	156654	D

In addition to the twelve (12) aircraft that the contractor chooses to purchase, eight (8) non-flight worthy aircraft under Government cognizance will be made available for a one-time parts exchange. These aircraft will be stored at a segregated facility. The contractor will have 30 days after date of contract to exchange parts and will bear the cost and responsibility to undertake this one-for-one exchange. This evolution of utilizing parts from the seven non-flight worthy aircraft includes upgrades from the A to D configuration as desired by the contractor.

**2. Minimum Parts Package**

The Government has identified the minimum parts package listed on page 3 of the solicitation that MUST be purchased in conjunction with the sale of the twelve (12) CH-53 aircraft. The price of the support parts package will be based on the standard unit price. The successful offeror may have the opportunity to purchase additional parts, outside the minimum parts package, through NAVICP, as these parts become available. In addition, the successful offeror will also be able to exchange parts in the minimum parts package, up to a maximum of 50%, for other evaluated parts of equal value; this value is set by the standard unit price. This parts exchange will occur up to six (6) months after contract award. Modification of the parts package will be made subject to the approval of the Contracting Officer. The contractor must provide a list of desired parts to exchange for to the Contracting Officer within 60 days of contract award.

**3. Inspection**

Potential offerors will have the opportunity to inspect the aircraft and minimum parts package prior to proposal submission. The aircraft are located at the Aerospace Maintenance and Regeneration Center (AMARC) in Tucson, Arizona and the parts are located at the Naval Aviation Depot (NADEP) in Cherry Point, North Carolina. If potential offerors are interested in inspection, they should contact the Contracting Officer prior to the closing date of this solicitation. Offerors may inspect the aircraft and parts but are prohibited from asking questions regarding condition of their Government escorts. All costs associated with this voluntary inspection (i.e. travel) will be borne by the offerors.

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**4. Aircraft Transportation**

The Government will demilitarize aircraft into a non-tactical configuration, and transport the aircraft purchased by the contractor from the Aerospace Maintenance and Regeneration Center (AMARC) in Tucson, AZ to a close off-base location within thirty (30) days of contract award. The Government is also responsible for the one time movement of those non-flight worthy supplemental aircraft to a location in close proximity to AMARC. In addition, the Government will do a one-time shipment of the minimum parts package to any location within the continental United States (CONUS).

**5. Payment Instructions**

The contractor must make full payment for the aircraft, CLINs 0001 and 0002, within thirty (30) days of contract award. However, the contractor has the option of making full payment for the entire minimum parts package, \$19,968,980.00, within the first 30 days after contract award or making partial payments as stipulated in the following schedule:

Payment Amount	Date
\$10,000,000.00	Within 30 days of contract award
\$ 4,984,490.00	Within 90 days of contract award
<u>\$ 4,984,490.00</u>	Within 180 days of contract award
<b>\$19,968,980.00</b>	

At time of payment, the contractor shall specify a list of parts to be acquired. After receipt of payment, the government shall have 30 days to deliver the requested parts.

Payment shall be made to.....

**Section D: Instructions, Conditions, and Notices to Offerors**

**1. 52.214-34 – SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

**2. 52.14-35 – SUBMISSION OF OFFERS IN U.S. CURRENCY**

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

**3. SUBMISSION OF PROPOSALS (NAVICPLA01) (NOV 1998)**

**A. GENERAL**

Offerors are required to submit a single proposal as follows:

**PART I - PRICE PROPOSAL** - to include the completed solicitation documents.

**IMPORTANT NOTE:**

1. Offerors must respond to all requirements of the solicitation document. Offerors are cautioned not to alter or disassemble the solicitation.

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## B. REQUIREMENTS FOR PROPOSAL CONTENT

1. **Introduction and Purpose** - This section specifies the format that offerors shall use in this Request for Proposal (RFP). The intent is not to restrict the offerors in the manner in which they will perform their work but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes.

2. Any offeror who will be submitting CLASSIFIED data in their past performance proposal must first notify the contracting office by contacting the point of contact for this solicitation. CLASSIFIED data that is forwarded as part of an offeror's proposal must be housed in its own binder, separate from the unclassified portion.

## C. INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITIONS (FAR 52.215-1) (FEB 2000)

1. 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.

**2. 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).

### 3. Submission, modification, revision, and withdrawal of proposals.

a. 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.

b. 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

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(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.

**4. Submission, modification, revision, and withdrawal of proposals.**

a. 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.

b. 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 5:00pm 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.

c. 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.

d. 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.

e. 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.

f. 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.

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

h. 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.

i. 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.

j. Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

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

**5. 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).

**6. 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--

**7. 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

**8. 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.

**9. Contract award.**

a. 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.

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

c. The Government may waive informalities and minor irregularities in proposals received.

d. 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, including conducting an auction, 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.

e. 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.

f. 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.

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

h. 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.

i. 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.

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- j. The Government may disclose the following information in postaward debriefings to other offerors:
- (i) The overall evaluated cost or price and technical rating of the successful offeror;
  - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
  - (iii) A summary of the rationale for award; and
  - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

## **Section E: Evaluation Factor(s) for Award**

Price is the only evaluation factor for award. However, in addition to submitting price proposals for the twelve (12) CH-53 helicopters and the minimum parts package, prospective offerors **MUST** provide as part of their proposal financial statements or documentation (e.g. letter of credit from a financial institution) that will demonstrate that offeror has the financial capability to execute any resultant contract.

As stated on page 4 of this solicitation, it is the Government's intent to sell all twelve (12) aircraft and the minimum parts package in one lot; however, alternate partial offers of six (6) aircraft will be considered. If more than one (1) potential offeror proposes to purchase six (6) aircraft only, the Government may make two (2) awards to the two (2) highest offerors or may make one (1) award to the highest offeror for the twelve (12) aircraft, whichever is determined to be in the best interest of the Government. If the Government makes two (2) awards, the Minimum Parts Package will be divided evenly between the two (2) successful offerors.

## **Section F: Other Terms and Conditions**

### **1. SALE OF GOVERNMENT PROPERTY GENERAL SALES TERMS AND CONDITIONS**

#### **A. CONDITION AND LOCATION OF PROPERTY**

Unless otherwise provided in the Request for Proposal (RFP), all property listed therein is offered for sale "as is" and "where is." Unless otherwise provided in the RFP, the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property, or its fitness for any use or purpose. Except as provided in conditions No. 12 and 14 or other special conditions of the RFP, no request for adjustment in price or for rescission of the sale will be considered. This is not a sale by sample.

#### **B. TITLE**

Unless otherwise provided in the RFP, title to the property sold hereunder shall vest in the Purchaser as and when removal is effected.

#### **C. DELIVERY, LOADING, AND REMOVAL OF PROPERTY**

1. Unless otherwise provided in the RFP, the Purchaser shall be entitled to obtain the property upon full payment therefore with delivery being made only from the exact place where the property is located within the installation. The Purchaser must make all arrangements necessary for packing, removal, and transportation of property. The Government will not act as liaison in any fashion between the Purchaser and the carrier, nor will the Government recommend a specific common carrier. Loading will only be performed as set forth in the RFP, and unless otherwise provided in the RFP, loading will not be performed on Saturdays, Sundays, Federal holidays, or any day that the installation where the property is located is closed. Where it is provided that the Government will load, the Government will make the initial placement of the property on conveyance(s) furnished by the Purchaser and the initial placement on the Purchaser's conveyance shall be as determined by the Government. Unless otherwise provided in the RFP, the Government will not block, chock, brace, lash, band, or in any other manner secure the cargo on such conveyance(s) furnished by the Purchaser.

2. Where it is provided in the RFP that the Government will not load or that the Purchaser will load, the

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Purchaser will make all arrangement and perform all work necessary to effect removal of the property. The Purchaser shall remove the property at his expense within the period of time allowed in the RFP. If the Contracting Officer determines that the failure to remove the property within the period of time originally allowed arose out of causes beyond the control and without the fault or negligence of the Purchaser, such determination shall be reduced to writing, and a reasonable extension of time for removal shall be allowed. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather. If the Purchaser is permitted to remove the property after the expiration of the time originally allowed for removal or any additional time allowed by the contracting Officer pursuant to this clause, the Government, with limiting any other rights which it may have, may require the Purchaser to pay a reasonable storage charge. The Purchaser shall reimburse the Government for any damage to Government property caused during removal operations by the Purchaser or his authorized representative.

3. Items purchased under the RFP will be released only to the Purchaser or his authorized representative. The authorized representative must furnish authorization from the Purchaser to the Custodian of the property location before any delivery or release will be made. When property is described as being boxed, packed, crated, skidded, or in containers, the Government does not warrant that the property, as packaged, is suitable for shipment.

#### **D. DEFAULT**

If, after the award, the Purchaser breaches the contract by failure to make payment with the time allowed by the contract, or by failure to remove the property as required by Paragraph C., Delivery, Loading, and Removal of Property, then the Government may send the Purchaser a 15-day written notice of default (calculated from date of mailing), and upon Purchaser's failure to cure such default within that period (or such further period as the Contracting Officer may allow), the Purchaser shall lose all right, title, and interest which he might otherwise have acquired in and to such property as to which a default has occurred. In the even of default, the government reserves the right to award to the next highest offeror.

#### **E. SETOFF OF REFUNDS**

The Offeror or Purchaser agrees that the selling agency may use all or a portion of any proposal deposit or refund due him to satisfy, in whole or in part, any debt arising out of prior transactions with the Government.

#### **F. INTEREST**

Notwithstanding any other provisions of this contract, unless paid within 30 calendar days from the date of first written demand, all amounts that become payable by the Purchaser to the Government under this contract shall bear simple interest at the rate which has been established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), from the date of the first written demand until paid.

#### **G. RISK OF LOSS**

Unless otherwise provided in the RFP, the Government will be responsible for the care and protection of the property subsequent to it being available for inspection and prior to its removal. Any loss, damage, or destruction occurring during such period will be adjusted by the Contracting Officer to the extent it was not caused directly or indirectly by the Purchaser, its agents, or employees. At the discretion of the Contracting Officer, the adjustment may consist of rescission. With respect to losses only, in the event property is offered for sale by the "lot," no adjustment will be authorized under this provision unless the Government is notified of the loss prior to removal from the installation of any portion of the lot with respect to which the loss is claimed.

#### **H. LIMITATION OF GOVERNMENT'S LIABILITY**

Except for reasonable packing, loading, and transportation costs (such as packing, loading, and transportation costs being recoverable only when a return of property at Government cost is specifically authorized in writing by the Contracting Officer) the measure of the Government's liability in any case where liability of the Government to the Purchaser has been established shall not exceed refund of such portion of the purchase price as the Government may have received.

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**I. ORAL STATEMENTS AND MODIFICATIONS**

Any oral statement or representation by any representative of the Government, changing or supplementing the RFP or contract or any condition thereof, is unauthorized and shall confer no right upon the Offeror or Purchaser. Further, no interpretation of any provision of the contract, including applicable performance requirements, shall be binding on the Government unless furnished or agreed to, in writing, by the Contracting Officer or his designated representative.

**J. COVENANT AGAINST CONTINGENT FEES**

1. The Purchaser warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingency fee.

2. "Bona Fide agency," as used in this clause, means an established commercial or selling agency, maintained by a Purchaser for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona Fide employee," as used in this clause, means a person, employed by Purchaser and subject to the Purchaser's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**K. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

1. The Purchaser certifies that –

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

b. The prices in this offer have not been and will not be knowingly disclosed by the Purchaser, directly or indirectly, to any other Purchaser or competitor before bid opening (in the case of a formally advertised solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law or by this Request for Proposal; and

c. No attempt has been made or will be made by the Purchaser to include any other concern to submit or not to submit an offer for the purpose of restricting competition.

2. Each signature on the offer is considered to be a certification by the signatory that the signatory –

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

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(i) Has been authorized, in writing, to act as agent for the principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

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

3. If the Purchaser deletes or modifies subparagraph 1.b. above, the Purchaser must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **L. ASSIGNMENT OF CONTRACTS**

Any contract awarded under the RFP is subject to the provisions of 41U.S.C. 15 which generally precludes assignment of such contract.

#### **M. CLAIMS LIABILITY**

The Offeror or Purchaser agrees to save the Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, costs, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property and injuries, illness or disabilities to or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including State, local and interstate bodies, in any manner caused by or contributed to by the Offeror or Purchaser, its agents, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site on which the property is located, or while the property is in the possession of or subject to the control of the Offeror or Purchaser, its agents, servants or employees after the property has been removed from Government control.

#### **N. WITHDRAWAL OF PROPERTY AFTER AWARD**

The Government reserves the right to withdraw for its use any or all of the property covered by this contract, if a bona fide requirement for the property develops or exists prior to actual removal of the property from Government control. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn property or such portion of the contract price as it may have received.

#### **O. ELIGIBILITY OF OFFERORS**

The Offeror warrants that he is not: (a) under 18 years of age; (b) an employee of an agency of the Federal Government (either as a civilian or as a member of the Armed Forces of the United States, including the United States Coast Guard, on active duty) prohibited by the regulations of that agency from purchasing property sold hereunder; (c) an agent or immediate member of the household of the employee in (b) above. For breach of this warranty, the Government shall have the right to annul this contract without liability.

#### **P. REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS**

It is the Offeror's responsibility to ascertain and comply with all applicable Federal, State, local, and multi-jurisdictional laws, ordinances, and regulations pertaining to the registration, licensing, handling, possession, transportation, transfer, export, processing, manufacture, sale, use or disposal of the property listed in the Invitation. Purchasers or users of this property are not excused from any violation of such laws or regulations either because the United States is a party to this sale or has had any interest in the property at any time.

#### **Q. LETTERS OF CREDIT**

Letters of credit may be used to support uncertified personal or company checks as bid deposits or payments, if the letter of credit meets all of the following requirements:

1. It must be either an original document on bank stationery or clearly state on its face that reproductions of the original document may be considered as an original document.
2. It must be signed by a bank officer or a duly authorized representative of the bank.

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3. It must either clearly state that it is a letter of credit or otherwise constitute a letter of credit under Article 4 of the Uniform Commercial Code.
4. It cannot be revocable.
5. It must state the name and address of the Bidder/Purchaser which is covered by the letter of credit.
6. It must reference the sale number for which it is provided.
7. It must indicate the maximum amount guaranteed.
8. Under the terms of the letter of credit, drafts must be honored at any time they are presented.

#### **R. PARTS SUBSTITUTION**

In the event that a part is missing from the aircraft, the Purchaser may substitute parts, if available, from the seven (7) aircraft made available for substitute parts. This substitution may be made up to 30 days after contract award. If a substitute is not available or if the contract has been awarded to more than 30 days prior, then no contract adjustment, refund, or exchange may be made without the Contracting Officer's approval.

#### **S. NOTICE OF DEBARRED OR SUSPENDED CONTRACTORS**

Any contract awarded to an individual or firm is voidable, at the option of the Government, if, at the time of award the Purchaser was proposed for debarment, has been debarred, suspended, or for any other reason is ineligible to receive a Government contract.

#### **T. DISPUTES**

Any contract awarded as a result of this sale is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

### **2. ADDITIONAL SPECIAL CIRCUMSTANCE CONDITIONS – MISCELLANEOUS**

#### **A. MILITARY MUNITIONS LIST ITEMS (MLI)**

1. The Purchaser certifies that none of the items identified in the Sales Invitation for Bid and listed on its sales contract will be directly or indirectly used or disposed of for military use or exported unless a full disclosure of the origin of the property is made by the Purchaser. The disclosure must reference the Request for Proposal and sales contract numbers when submitted to the appropriate export licensing department or agency.
2. Despite the provisions of paragraph (a) above, Military Munitions List Items which do not require demilitarization may be sold for military or other use to the United States Government, its designees and those foreign governments or international organizations the United States Department of State issues an export license to, under the International Traffic In Arms Regulations (see 22 CFR Subchapter M, Part 121, et seq.).

#### **B. MUNITIONS AND STRATEGIC LIST ITEM (MLI/SLI) COMPLIANCE**

1. The use, disposition, export and re-export of this property is subject to all applicable United States Laws and Regulations, including the Export Administration Control Act of 1979 (50 U.S.C Appx. 2401, et. Seq.); Arms Export Control Act (22 U.S.C. 2751, et. seq.); International Traffic in Arms Regulation (22 C.F.R. 121); and Export Administration Regulation (15 C.F.R. 368 et. Seq.), which in part prohibit:
  - a. Making false statements and concealment of any material information regarding the use, disposition, export or re-export of the property.
  - b. Any use, disposition, export or re-export of the property not authorized in accordance with the provisions of this contract.
2. Any false information provided and/or concealment of any material information regarding the use, disposition or export of this property may constitute a violation of:

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- a. The provisions of 18 U.S.C. 1001, which provides a maximum penalty of five years imprisonment and/or a maximum fine of \$10,000;
- b. The provisions of 22 U.S.C. 2778, which provides a maximum penalty of ten years imprisonment and/or a maximum fine of \$1,000,000;
- c. The provisions of 50 U.S.C. Appx. 2410, which provides a maximum penalty of ten years imprisonment and/or a maximum fine of five times the value of the property exported or \$1,000,000, whichever is greater, and which also provides for administrative sanctions, including civil penalties of up to \$10,000, and the revocation of authority to export goods from the United States.

### 3. ADDITIONAL SPECIAL CIRCUMSTANCE CONDITIONS

#### A. DEMILITARIZATION OF MUTILATION ON GOVERNMENT PREMISES

Property requiring demilitarization or mutilation will not be removed from Government premises and title will not pass to the Purchaser until demilitarization or mutilation has been completed by the Contracting Officer, or their authorized representative has received an approved demilitarization certificate. **In the event that the Purchaser receives property that has not been demilitarized as part of this sale, the Purchaser shall return the property to the government at the government's expense.**

## Section G: Dynamic Pricing Event

Revised prices will be submitted during a competitive, anonymous, on-line **forward** auction (Dynamic Pricing Event). The Dynamic Pricing Event will be conducted on **<TO BE DETERMINED>**. Offerors will be notified of the specific time prior to **<TO BE DETERMINED>**. Notwithstanding FAR 52.215-5, Offerors will submit revised pricing only through the online mechanism supplied by Procuri.com. Offerors will not submit revised pricing via any other mechanism including but not limited to post, courier, fax, E-mail, or orally unless specifically requested by the Contracting Officer.

### 1. PRIOR TO THE DYNAMIC PRICING EVENT

Offerors shall submit initial price proposals to the NAVICP and complete the registration process through Procuri.com (<http://www.govauctions.procuri.com>) in accordance with the established procedures and guidelines. Procuri.com and/or personnel from the NAVICP will contact each offeror and provide training for the Dynamic Pricing Event (DPE). Additional information and instructions are provided in Attachment A.

### 2. DURING THE DYNAMIC PRICING EVENT

Electronic offers shall be submitted by Offerors during the DPE period. Offerors, however, are not required to revise their initial pricing proposal during the DPE. This DPE shall constitute discussions with the offeror. The DPE will be conducted for a time period **<30 minutes>**. If an offer is submitted within the last **<5 minutes>** of the time period, the time period shall be extended for an additional **<5 minutes>** beyond the time of that offer (provided the offer was the lowest offer received). The time period shall be extended up to an unlimited number of **<5 minute>** extension periods if a lower offer is submitted within the last **<5 minutes>**. The Auction is considered closed when no further offers are received during the quiet period or extension period. The final price revision during the DPE will be considered the Offeror's Final Price Submission. **The Contracting Officer reserves the rights to award upon initial price proposals, and may elect not to conduct a DPE.**

### 3. AFTER THE DYNAMIC PRICING EVENT

No price revision will be accepted after the close of the DPE, unless discussions are held and final proposal revisions are requested in accordance with FAR 15.307.

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#### **4 AGREEMENT BY THE OFFERORS**

Submission of a proposal in response to the solicitation will be considered consent to participate in the Dynamic Pricing Event and to reveal their prices in anonymity during the DPE. By participating in the DPE, offerors agree that the only knowing disclosure by the offeror of its price to any other offeror will be during the DPE. The offeror further agrees that disclosure by the offeror of its prices during the DPE shall not be for the purposes of restricting competition.

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**Attachment A**  
**Information for Submitting Revised**  
**Pricing for Dynamic Pricing Events**

1. **Procuri.com Interaction with Offeror:** Any and all Offeror interaction with Procuri.com is for the sole purpose of facilitating the Dynamic Pricing Event (DPE) and shall not be considered discussion with the Offeror within the meaning for FAR Part 15.
  - a. NAVICP or Procuri.com will (1) contact each offeror identified by the Contracting Officer to participate in the Dynamic Pricing Event (DPE), and (2) explain the process to such offerors.
  - b. In order for an Offeror to participate in the Dynamic Pricing Event (DPE), such offeror must agree with terms and conditions of the entire (DPE), such offeror must agree with terms and conditions of the entire solicitation, including this Attachment, and agree to the terms of the User Agreement, usage Guidelines, and Privacy Policy provided by Procuri.com during Registration. Submission of a proposal in response to the solicitation will be considered such agreement by the Offeror.
  - c. Each offeror is an independent contractor with respect to Procuri.com. Each offeror agrees to release Procuri.com from any liability with respect to the DPE or the conduct of any participant in the DPE, regardless of whether such liability arises under contract, tort, or any other theory.
  - d. Offerors shall keep the passwords and other confidential materials provided by Procuri.com and/or the NAVICP, and all pricing provided by another party. Offerors shall keep their own pricing in confidence until after contract award.
  - e. Any offeror experiencing difficulties during a DPE must notify the Contracting Officer <M. Duffy> immediately. The Contracting Officer's telephone number at the Auction location will be made available during the DPE. "Difficulties" include any event or problem, which interferes with the Offeror's ability to participate in the DPE and may include, but is not limited to: data entry errors, software problems, or hardware problems.. Offerors will have <TBD> minutes after a lot goes into the "Post-Auction Period" status to notify the Contracting Officer of any problems. If the Contracting officer judges that any offeror has been disadvantaged by a problem, Procuri.com and/or NAVICP will correct the problem and may reopen the DPE.
2. **Dynamic Pricing Event Connection:** The Offeror shall be provided the opportunity to connect to the Procuri.com website (www.govauctions.procuri.com) via internet connection. Offerors shall be responsible for (1) providing their own personal computers, and (2) connection of such personal computers to the telecommunications service used for each DPE via the offeror's Internet Service Provider (ISP).
3. **Training:**
  - a. NAVICP and/or Procuri.com will train designated employees of each offeror in telephone training sessions using "test auctions" and hard copy supplier User Manuals to familiarize the offerors' employees with the online auctioning systems.
  - b. An employee of an offeror who successfully completes the training provided by Procuri.com and/or NAVICP pursuant to Paragraph 3.a shall be designated as a "trained offeror." Only trained offerors may participate in a DPE. The Contracting Officer reserves the right to request that offerors provide an alternate offeror employee to become a "trained offeror." The Contracting Officer also reserves the right to take away the "trained offeror" designation from any trained offeror who fails to abide by the terms and conditions of the RFP, including this Attachment, and the Procuri.com User Agreement.

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4. **Conduct of the DPE:** For the preparation and conduct of each DPE, Procuri.com and/or NAVICP will provide staff to handle all DPE related activities as follows:
- a. Load all relevant DPE and technical parameters provided by the NAVICP into the online auctioning system;
  - b. Ensure that only invited Trained Offerors and designated NAVICP personnel have access to appropriate DPE information;
  - c. Authenticate the identities of all Trained Offerors and designated NAVICP personnel involved in the DPE and maintain password security within the online auctioning system;
  - d. Maintain a designated location and designated personnel to call with questions or technical problems before, during, or within a reasonable time after the DPE;
  - e. Establish and maintain a secure web0based online auctioning system;
  - f. Respond in a timely manner to Trained Offerors issues with software or connectivity;
  - g. Communicate any changes or adjustments to all Trained Offerors; and;
  - h. Respond to Trained Offerors problems that might prevent participation.