

<b>THIS PROCUREMENT IS 100% SET-ASIDE FOR SMALL BUSINESSES</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
			1 65

2. CONTRACT	3. SOLICITATION NUMBER <b>N00383-02-R-0060</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>25SEP2002</b>	6. REQUISITION/PURCHASE NUMBER <b>N00383-02-Y-3153</b>
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7. ISSUED BY NAVAL INVENTORY CONTROL POINT 700 ROBBINS AVENUE, BLDG. 1, RM.2700 PHILADELPHIA, PA 19111-5000	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"

9. Sealed offer in original and 1 copies for furnishing the supplies or service in the Schedule will be received at the place specified in Item 8, or if handicapped, in the depository located in \_\_\_\_\_ or uploaded electronically to the secure server located at: <https://bidroom.navsup.navy.mil/solicitations/submit> until **4:00 p. m.** local time **25 OCT 2002**  
(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 INFO MATIO	A. NAME <b>Joy Capka</b>	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE <b>215</b>	NUMBER <b>697-6528</b>	EXT	<b>Joy_Capka@icpphil.navy.mil</b>

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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 60 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

13. DISCOUNT FOR PROMPT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMEND- MENTS (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	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	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
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN <input type="checkbox"/> 10 U.S.C. <input type="checkbox"/> 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN(4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7)	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 r authorized official written notice.

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You May Access Text to All FAR, DFARS, NAVSUP, NAPS, and NAVICP Provisions and Clauses Electronically at  
<http://www.navicp.navy.mil/business/clauserefer.htm>

**A01 - TYPE OF CONTRACT - INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT**

Award under this Request for Proposal (RFP) will be made under a --

**One-Year INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT (IDIQ) with Four 1-Year Priced Options.**

Orders may be issued up to One Year from Date of Award or from Exercise of Each Option.

In addition to all other terms and conditions of the RFP, offerors are to pay particular attention to the following Clauses containing provisions and instructions for IDIQ Contracts:

<b><u>FAR CLAUSE</u></b>	<b><u>TITLE</u></b>
52.216-18	Ordering
52.216-19	Order Limitations
52.216-22	Indefinite Quantity

The authorized ordering activity under this IDIQ contract is the Naval Inventory Control Point.

Prices will be for Repair/Modification of the items specified in Section B01 hereto, for a period of one year from the Date of Award and four successive 12-month Option Period(s).

All orders placed for repair during this time period shall be issued as Priced Orders.

Therefore, offerors should insert Firm-Fixed Prices for each year included in the Base and Option Periods.

All parts necessary to effect repairs shall be furnished by the contractor and shall be included

In the price of repairs.

**FAR 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of Delivery Orders or Task Orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through One Year from Date of Award or from Exercise of Each Option

(b) All Delivery Orders or Task Orders are subject to the terms and conditions of this Contract. In the event of conflict between a Delivery Order or Task Order and this contract, the Contract shall control.

(c) If mailed, a Delivery Order or Task Order is considered "issued" when the Government deposits the Order in the mail. Orders may be issued orally, by facsimile, or by Electronic Commerce methods.

**FAR 52.216-19 ORDERING LIMITATIONS (OCT 1995)**

**(a) MINIMUM ORDER:** When the Government requires supplies or services covered by this contract in an amount that is less than zero the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

**(b) MAXIMUM ORDER:** The contractor is not obligated to honor: (1) Any order for a single item in excess of the total contract maximum quantity.

(2) Any order for a combination of items in excess of the total contract maximum quantity.

(3) A series of orders from the same ordering office with 30 days that together call for quantities exceeding The limitation in subparagraphs (1) and (2) above.

(c) If this is a Requirements Contract (i.e., includes FAR 52.216-21 Requirements), the Government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order(s) is returned to the ordering office with 15 days after issuance, with the written notice stating the contractor's intent not to ship the item(s) called for and the reason(s). Upon receiving this notice, the Government may acquire the supplies or services from another source.

**FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one (1) year after the date of the last order placed during the effective period of the contract.

**INDEFINITE QUANTITIES NOTES:**

1. As referred to in paragraph (b) of the FAR 52-216-22 "Indefinite Quantity" clause of this contract, the contract minimum quantity is delivery orders totaling 10% of the estimated value of the base period of performance. The estimated value of the base period of performance is the contractor's price for each CLIN multiplied by the evaluation quantity identified on Attachment "A". The total contract maximum quantity, including all options, if exercised, is 620. Delivery orders may be placed against any CLIN or SubCLIN so long as the total quantity ordered during the contract term for all CLINs combined does not exceed 620. The Government may, however, exceed the maximum quantity identified for any individual CLIN or SubCLIN.

2. Firm-Fixed prices are required for all items listed on Attachment "A" for the Base Period of the Contract and each of the 4 one-year options. Attachment "A" identifies the quantities for each CLIN that will be used for evaluation purposes as well as the maximum quantity the Government may order in the manner set forth in paragraph 1, above.

**SECTION B - SUPPLIES, SERVICES, AND ORDER PROCESSING**

**B01 - SUPPLIES AND EFFORT TO BE ORDERED**

(a) The Government may order, in the manner provided elsewhere herein, the following types of effort:

(1) **Repair and/or Modification:** The contractor shall furnish all labor, material, parts, tooling, test equipment, and facilities required to repair and/or modify the ordered quantities of P-3 Propeller spare repairable assemblies.

The spare repairable assemblies to be repaired and/or modified under this contract are set forth by manufacturer's part number in Attachment "A" and constitute Government property within the meaning of FAR 52.245-2 and FAR 52.245-2 ALTERNATE I of this contract entitled "Government Property (Fixed Price)". Repair and/or modification of spare repairable assemblies will be accomplished in accordance with the Statement of Work (Section C02).

**B02 - PLACING AND PROCESSING ORDERS**

(a) **Ordering Period:** The Government may during the period commencing on the date of award of this contract and ending 12 months from the date thereof, place orders for articles to be serviced hereunder. Prior to the expiration of the base period of the contract, the PCO shall determine whether or not the contract is to be extended for an additional Twelve (12) month option period (Option Period 1). This is a unilateral determination by the PCO. Exercise of the option, if exercised, shall be accomplished via SF-30 Contract Modification . Should Option Period 1 be exercised, the PCO shall determine prior to the end of Option Period 1 whether or not the contract is to be extended for the Second 12-Month Option Period (Option Period 2). This is a unilateral determination by the PCO. Exercise of the option, if exercised, shall be accomplished via SF-30 Contract Modification . Should Option Period 2 be exercised, the PCO shall determine prior to the end of Option Period 2 whether or not the contract is to be extended for the Third 12-Month Option Period (Option Period 3). This is a unilateral determination by the PCO. Exercise of the option, if exercised, shall be accomplished via SF-30 Contract Modification . Should Option Period 3 be exercised, the PCO shall determine prior to the end of Option Period 3 whether or not the contract is to be extended for the Fourth 12-Month Option Period (Option Period 4). This is a unilateral determination by the PCO. Exercise of the option, if exercised, shall be accomplished via SF-30 Contract Modification .

(b) **Authorized Ordering Activity**

(1) The Procuring Contracting Officer (PCO) shall place orders under this agreement in the manner provided elsewhere herein;

(2) The Administrative Contracting Officer (ACO) may place orders under this agreement in the manner provided elsewhere herein.

(c) **Form and Content of Orders:** Orders issued under this Contract shall be prepared on DD Form 1155; however, if exigency so demands, orders may be issued via electronic transmission (e.g. FAX) or orally and will be confirmed by DD Form 1155 as soon as practicable thereafter, and will bear the notation "CONFIRMING ORDER".

In addition, each DD Form 1155 order shall include the following:

- (i) The order number, date, and appropriate reference to this contract;
- (ii) Identification of specific articles to be Serviced including part number and stock number, serial number if available, and quantities thereof;
- (iii) Where appropriate, special instructions regarding shipping, place of inspection and delivery, and DoD priority designation;
- (iv) Applicable appropriation and accounting data and special invoicing instructions, if applicable;
- (v) Applicable DO Rating certified under DMS Regulation No. 1.

(d) **Obligations of Contractor**

(1) The contractor shall, except as specified in paragraph (2) below, immediately proceed with the servicing of the

articles covered by the order.

(2) The contractor shall not proceed if:

(i) Any order for Repair and/or Modification which requires an article that the contractor cannot identify by the given part number.

(ii) Any order for Repair and/or Modification which requires an article which has been superseded as the result of an engineering change and the contractor is not authorized to proceed in accordance with the clause herein entitled "Design Changes" (Section C03).

Where the contractor is not authorized to proceed, the contractor shall so advise the PCO (by FAX, if available) within five (5) working days after receipt of the order. The contractor shall await instruction from the PCO. Such instructions shall be issued within five (5) working days, or such additional period as the PCO may require after being advised by the contractor of the circumstances preventing the start of performance.

(3) The contractor shall establish and maintain a summary of all costs incurred applicable to all orders placed pursuant to the terms of this contract. Such records shall be furnished to the Contracting Officer upon request.

**Note to Contractor:**

Sixty (60) days after induction of the last unit received against delivery orders issued hereunder, Contractor shall notify the ACO **(with a copy to the PCO, Code 0221.04)** of the actual quantities inducted for repair.

**Note to ACO:**

Within thirty (30) days of ACO's receipt of contractor's notice of last induction, unless otherwise specified by NAVICP, ACO shall modify the delivery order, to reduce all excess quantities and funds.

**SECTION C - DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENTS**

**C01 - INPUT OF ARTICLES TO BE REPAIRED AND/OR MODIFIED**

(a) Articles to be repaired and/or modified under this contract, as shown on Attachment "A", will be shipped at the Government's expense to the plant of the contractor at:

**(OFFEROR TO SPECIFY REPAIR FACILITY ADDRESS)**

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The contractor shall receive for each shipment a list (referencing this contract number) of the articles included in the shipment.

(b) In the event that the assembly is received with one or more subassemblies missing (MOI) (for example, as a result of cannibalization by an aircraft operating site), the contractor shall promptly upon confirmation promptly notify the cognizant AIMD the cognizant Defense Contract Administration Office Quality Assurance Representative, and the Procuring Contracting Officer (via FAX, if available).

**C02 – STATEMENT OF WORK FOR REPAIR OF P-3 PROPELLER ASSEMBLY**

**See Attachment “C”**

**C03 SPECIFICATION FOR CONSUMABLE PARTS (CONTRACTOR-FURNISHED)**

(1) The contractor shall furnish on an "as required" basis all parts required to complete servicing of repairable articles hereunder within established delivery schedules. All parts shall be obtained from the prime contractor Hamilton Sundstrand. Use of a Hamilton Sundstrand approved distributor requires approval by the contracting officer. Requests to use a source other than Hamilton Sundstrand shall be submitted to the contracting officer together with documentation demonstrating the source is an approved Hamilton Sundstrand distributor.

**SECTION D – PACKAGING AND MARKING**

**D01 - ITEM MARKING REQUIREMENTS NAVICPDA06LN (MAY 1997)**

Item Marking Requirements and methods for identification of Items of Military Property Produced, Stocked, Stored, and Issued by or for the Department of Defense (DoD) shall be in accordance with **Mil-Std-130** unless otherwise noted in the Technical Data Package (TDP) – if a TDP has been provided as part of the procurement package.

**SECTION E INSPECTION AND ACCEPTANCE**

**E01 - INSPECTION OF SUPPLIES - FIXED-PRICE (Repair & Repair Parts) (Aug 1996)**

The clause of the Federal Acquisition Regulation set forth at FAR 52.246-2, is hereby incorporated by reference with the same force and effect if set forth in full.

**E02 - HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT**

**(Inspection System MIL-I-45208A (FAR 52.246-11) (Feb 1999)**

- (A) Definition. "Contract Date", as used in this clause, means the effective date of this contract or modification.
- (B) The contractor shall comply with the specification titled inspection system, MIL-I-45208A, or equivalent in effect on the contract date, which is hereby incorporated into this contract.

**E03 - RESPONSIBILITY FOR SUPPLIES FAR 52.246-16 (APR 1984)**

This clause of the Federal Acquisition Regulation set forth at FAR 52.246-16, is hereby incorporated by reference with the same force and effect as if set forth in full.

**E04 - INSPECTION AND ACCEPTANCE AT DESTINATION**

Final inspection and acceptance shall be made at the destination(s) specified herein.

**SECTION F DELIVERY OR PERFORMANCE**

**F01 - CLAUSES INCORPORATED BY REFERENCE (F.O.B. DESTINATION)**

This contract incorporates the following clauses 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.

1. Federal Acquisition Regulation (FAR) (48 CFR chapter 1) clauses:

<u>Clause Number</u>	<u>Clause Title</u>	<u>Clause Date</u>
Far 52.211-17	Delivery of Excess Quantities of \$250 or less	SEP 1989
Far 52.242-15	Stop Work Order	AUG 1989
Far 52.242-17	Government Delay of Work	APR 1984
Far 52.247-34	F.o.b. Destination	NOV 1991
Far 52.247-48	F.o.b. Destination – Evidence of Shipment	FEB 1999

**F02 - PLACE OF DELIVERY - FOB DESTINATION (Repair & Repair Parts)**

- A. Subject to the provisions of the clause hereof entitled FOB Destination (FAR 52.247-34), the articles of each line item to be furnished shall be delivered FOB Destination, to the activity, or activities set forth after each such line item in the quantity indicated for each such activity.
- B. If this solicitation is a Request for Proposal, offerors are cautioned that an offer submitted on a basis other than FOB Destination will not be considered for award.
- C. Repair/Modification effort: Unless otherwise directed by NAVICP, shipment of assemblies repaired or modified shall ordinarily be shipped backed to the activity who shipped it to the contractor by the most appropriate means which will ensure the assembly is not damaged during shipping. If directed by NAVICP, the contractor shall ship repaired assemblies to designated operating sites.

**F03 - TIME OF DELIVERY**

**Delivery Schedule**

Items 0001 & 0002            Maximum 20 days

Notes:

- A. Delivery is computed from the date the item is received by the contractor for repair to the date the repaired item is received at the government destination.
- B. In the event an item is received for repair for which there is no open delivery order, the contractor shall not commence performance, and shall immediately notify the Procuring Contracting Officer. Upon receipt of a delivery order to cover

the item, the contractor shall immediately commence repairs. In such case, delivery time will be computed from the date the contractor receives the delivery order to the date the repaired item is received at the government destination.

**SECTION G - CONTRACT ADMINISTRATION**

**G01 - CONTRACT ADMINISTRATION**

(a) Responsibility for performance of contract administration functional areas applicable to this agreement is hereby delegated and assigned to **Defense Contract Management Command** except the authority to negotiate prices and execute priced exhibits for unpriced orders issued under this contract (unless specifically delegated in an individual order) and Class I nonconforming supplies.

Authority is hereby delegated to the contract administration office to issue "No Cost" reconsignment directions to the contractor pursuant to requests made by the contracting activity. Such reconsignment instruction shall be confirmed by the contract administrative office by Standard Form 30.

**(b) The Administrative Contracting Officer (ACO) shall insure that:**

(1) Final Inspection and Testing shall be performed by the contractor on each repaired and modified repairable assembly. Random selection of repaired and/or modified repairable assemblies for final inspection and testing is not acceptable.

(2) Each Form DD250 issued for repaired and/or modified assemblies under this agreement shall bear the notation "Commercially Serviced Material".

(3) One (1) copies of DD Form 250 issued hereunder shall be forwarded to NAVICP, Code 0317.01.

**(4) All orders and amendments thereto are distributed as follows:**

**(i) Four (4) copies to the NAVICP, Phila, PA, as follows:**

0221.04	=	Two (2) Copies
0252.05 marked DD 350 reporting copy.	=	One (1) Copy
0142.04	=	One (1) copy

**(ii) One (1) copy, certified true, to the Paying Office.**

**SECTION H - SPECIAL PROVISIONS**

**H01 - NOTICE OF ASSIGNMENT**

When a contract is to be assigned pursuant to the FAR 52.232-23 "Assignment of Claims" Clause Incorporated by Reference in Section I, the assignee shall forward a true copy of the instrument of assignment, (i.e., a certified duplicate or photostat copy of the original assignment), and an original and three (3) copies of the Notice of Assignment:

- A. To the Administrative Contracting Officer (ACO) located at the contract administration office specified herein,
- B. To the surety or sureties, if any, on any bond applicable to the contract, and
- C. To the Disbursing Officer designated in the contract to make payment.

**H02 - OPTION TO EXTEND EFFECTIVE PERIOD OF CONTRACT**

This solicitation anticipates award of a contract for a period of :

One Base Year with four successive twelve month Option(s).

Exercise of the Option(s), at the prices specified in the contract is a unilateral determination made at the discretion of the Government. Notice of the Government's intention to exercise its Option shall be provided by issuance of a modification to this contract prior to the expiration date of the current contract term.

**SECTION I - GENERAL PROVISIONS****101 - INCORPORATION OF CONTRACT CLAUSES BY REFERENCE**

This Contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed Electronically at this address: <http://www.navicp.navy.mil/business/clauserrefer.htm>

<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>PART I - FAR</u>	<u>CLAUSE DATE</u>
52.202-1	Definitions		MAY 2001
52.203-3	Gratuities		APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government		JUL 1995
52.203-7	Anti-Kickback Procedures		JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Applicable to all orders over \$100,000)		JAN 1997
52.203-10	Price of Fee Adjustment for Illegal or Improper Activity (Applicable to all orders over \$100,000)		JAN 1997
52.203-12	Limitations on Payments to Influence Certain Federal Transactions (Applicable to all orders over \$100,000)		JUN 1997
52.204.2	Security Requirements		AUG 1996
52.204-4	Printing/Copying Double-sided on recycled paper		AUG 2000
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment		JUL 1995
52.211-5	Material Requirements		AUG 2000
52.211-15	Defense Priority and Allocation Requirements		SEP 1990
52.215-2	Audit and Records Negotiation (Applicable to orders over \$100,000)		JUN 1999
52.215-8	Order of Precedence – Uniform Contract Format (Applicable to Negotiated Contracts)		OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data (Applicable to an order over \$500,000 and to an order under \$500,000 on which a certificate of current cost or pricing data is required or was submitted)		OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modification (Applicable to an order over \$500,000 and to an order under \$500,000 on which a certificate of current cost or pricing data is required or was submitted)		OCT 1997
52.215-12	Subcontractor Cost or Pricing Data (Applicable to an order over \$500,000 and to an order under \$500,000 on which a certificate of current cost or pricing data is required or was submitted)		OCT 1997
52.215-13	Subcontractor cost or pricing data - modifications		OCT 1997
52.215.14	Integrity of Unit Prices		OCT 1997
52.215-14	Integrity of Unit Prices - Alternate I		OCT 1997
52.215-15	Pension Adjustment and Asset Reversions (Applicable to orders over \$500,000)		DEC 1998
52.215-16	Facilities Capital Cost of Money		OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money (Applicable when contractor does not propose facilities capital cost of money)		OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions		OCT 1997
52.215-19	Notification of ownership changes		OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information for Other Than Cost or Pricing Data		OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information for Other Than Cost or Pricing Data – Modifications		OCT 1997
52.219-8	Utilization of Small Business Concerns		OCT 2000
52.219-9	Small Business Subcontracting Plan (Applicable to orders over \$500,000)		OCT 2000
52.219-16	Liquidated Damages Subcontracting Plan		JAN 1999
52.222-1	Notice to the Government of Labor Disputes		FEB 1997
52.222-3	Convict Labor		AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act-Overtime Compensation		SEP 2000
52.222-19	Child Labor - Cooperation with Authorities and Remedies		Feb 2001
52.222-20	Walsh-Healy Public Contracts Act		DEC 1996
52.222-26	Equal Opportunity		FEB 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era		APR 1998
52.222-36	Affirmative Action for Workers with Disabilities		JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Applicable to those contracts to which clause 52.222-35 applies.)		JAN 1999
52.223-3	Hazardous Material Identification and Material Safety Data		JAN 1997
52.223-6	Drug-Free Workplace		MAY 2001
52.223-14	Toxic Chemical Release Reporting (Competitive Over \$100K)		OCT 2000

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52.225-8	Duty Free Entry (Applicable to orders exceeding \$100,000)	FEB 2000
52.225-13	Restrictions on certain foreign purchases	JUL 2000
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (\$500K)	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.229-3	Federal, State and Local Taxes - Competitive (\$100K) (Applicable to contracts to be wholly or partly performed within the United States, its possessions or Puerto Rico, when the clause at 52.229-4 is not applicable.)	JAN 1991
52.229-4	Federal, State and Local Taxes - Noncompetitive Contract (\$100K)	JAN 1991
52.229-5	Taxes-Contracts performed in US Possessions or Puerto Rico (\$100K)	APR 1984
52.229-6	Taxes - Foreign Fixed Price Contract (Applicable to contracts to be wholly or partly performed within a foreign country.) (\$100K)	JAN 1991
52.230-2	Cost Accounting Standards (Applicable to orders over \$500,000)	APR 1998
52.230-3	Disclosure and Consistency of Cost Accounting Practices (\$500K) (Not App SBs or Commercial Items or prices set by law or regulation)	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	MAY 1997
52.232-9	Limitation of Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments – Alternative I	MAR 2000
52.232-17	Interest	JUN 1996
52.232-23	Assignment of Claims	JAN 1986
52.232-23	Assignment of Claims - Alternate I (no set-off)	APR 1984
52.232-25	Prompt Payment	MAY 2001
52.232-33	Payment by Electronic Funds Transfer (EFT) -- Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-1	Disputes - Alternate I	DEC 1991
52.233-2	Service of Protest (\$100K)	AUG 1996
52.233-3	Protest after award	AUG 1996
52.242-10	F.o.b. Origin - Government Bills of Lading or Prepaid Postage	APR 1984
52.242-12	Report of Shipment (REPSHIP)	JUL 1995
52.242-13	Bankruptcy (applicable over \$100K)	JUL 1995
52.243-1	Changes - Fixed Price	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification of Changes	APR 1984
52.244-2	Subcontracts (Applicable to orders over \$100K)	AUG 1998
52.244-5	Competition in Subcontracting (Applicable to orders over \$100,000)	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAY 2001
52.245-2	Government Property (Fixed Price Contracts) (C/D 99-8)	DEC 1989
52.245-17	Special Tooling (Applicable to orders which require the contractor to acquire special tooling) (C/D 99-12)	APR 1984
52.245-18	Special Test Equipment (Applicable to orders which will require the contractor to acquire special test equipment for the Government	FEB 1993
52.245-19	Government Property Furnished "AS IS"	APR 1984
52.246-23	Limitation of Liability (Applicable to orders over \$100K)	FEB 1997
52.246-24	Limitation of Liability - High Value Items (This clause shall apply in lieu of FAR 52.246-23, Limitation of Liability, to any line item which has a unit price exceeding \$100,000.00).	FEB 1997
52.247-1	Commercial Bill of Lading Notations (Applicable only to F.o.b. Origin contracts)	APR 1984
52.247-63	Preference for U.S. Flag Air Carriers	JAN 1997
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels	JUN 2000
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels - Alternate I	APR 1984
52.248-1	Value Engineering (Applicable to orders of \$100,000 or more)	FEB 2000
52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form) (Under \$100K)	APR 1984
52.249-2	Termination for Convenience of the Government(Fixed Price)(\$100K)	SEP 1996
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984

PART II - DFARS

<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
252.203-7001	Prohibition on persons convicted of fraud and other Defense contract related felonies	MAR 1999
252.203-7002	Display of DoD Hotline Poster (+\$5mL)(except when performance will be in a foreign country)	DEC 1991
252.204-7003	Control of Government Personnel Work Product	AUG 1992
252.204-7004	Required Central Contractor Registration	MAR 2000

252.205-7000	Provision of Information to Cooperative Agreement Holders (Applicable to contracts which exceed \$500,000.)	DEC 1991
252.208-7000	Intent to Furnish Precious Metals as Government Furnished Material	DEC 1991
252.209-7000	Acquisitions from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7003	Compliance with Veterans' Employment Reporting Requirements (\$100K)	MAR 1998
252.215-7000	Pricing Adjustment (Applicable to orders over \$500,000)	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women Owned Small Business Subcontracting Plan (DOD Contracts). (Applicable to orders over \$500,000)	APR 1996
252.223-7002	Safety Precautions for Ammunition and Explosives	MAY 1994
252.223-7004	Drug-Free Workforce (\$100K)	SEP 1988
252.225-7001	Buy American Act and Balance of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources as Subcontractors	DEC 1991
252.225-7005	Identification of Expenditures in the United States (applicable to all orders which require furnishing of U.S. end products unless (1) the contractor is a domestic concern and (2) the Government will take title to the end products within the United States). (\$25K)	DEC 1991
252.225-7007	Buy American Act-Trade Agreement- Balance of Payments Program	APR 2000
252.225-7008	Supplies to be Accorded Duty-Free Entry (Applicable to orders exceeding \$100,000)	MAR 1998
252.225-7009	Duty-Free-Entry--Qualifying Country Supplies (End Product and Components)	AUG 2000
252.225-7010	Duty-Free-Entry -Additional Provisions	AUG 2000
252.225-7012	Preference for Certain Domestic Commodities	AUG 2000
252.225-7014	Preference for Domestic Specialty Metals (Major Programs)	MAR 1998
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	AUG 1998
252.225-7021	Trade Agreements	APR 2000
252.225-7022	Restriction on Acquisition of Polyacrylonitrile (Pan) Carbon Fiber (Major Systems)	JUN 1997
252.225-7025	Restrictions on Acquisitions of Forgings	JUN 1997
252.225-7028	Exclusionary Policies & Practices of Foreign Government	DEC 1991
252.227-7013	Rights in Technical Data - Non Commercial Items	NOV 1995
252.227-7018	Rights in Non Commercial Technical Data and Computer Software -- Small Business Innovative Research (SBIR) Program	JUN 1995
252.227-7019	Validation of Asserted Restrictions - Computer Software	JUN 1995
252.227-7026	Deferred Delivery of Technical Data or Computer Software	APR 1988
252.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988
252.227-7030	Technical Data - Withholding of payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.235-7003	Frequency Authorization	DEC 1991
252.243-7001	Pricing of Contract Modifications	DEC 1991
252.245-7001	Reports of Government Property	MAY 1994
252.246-7000	Material Inspection and Receiving Report	DEC 1991
252.246-7001	Warranty of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification of Transportation of Supplies by Sea	MAR 2000

**I02 - Far 52.209-3 First Article Approval – Contractor Testing (Sep 1989)**

**Note - See Attachment D for additional information regarding First Article Testing**

(a) The Contractor shall test 1each, P-3 Propeller, P/N 54H60-77, repaired by the Contractor, as specified in Attachment "D". At least 14 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) Within 5 calendar days after the Government witnesses the First Article Test, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contracting Officer may terminate the contract for default or, may require the contractor to repeat any or all first article tests. After each request for additional tests, the Contractor shall make any

necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Government shall take action on these tests within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

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

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

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

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

(h) The Contracting Officer may waive the requirement for first article approval test if, upon request of the offeror/contractor, the Contracting Officer determines that supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government.

( X ) Alternate I (Jan 1997)

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

( X ) Alternate II (Sep 1989) This paragraph supercedes paragraph (g), above.

(g) Before first article approval, the Contracting Officer may authorize, in writing, the Contractor to acquire specific materials or components or to commence production of the remaining contract quantity to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price and at no cost to the Government.

### **103 - SUP 5252.215-9401 EVALUATION OF FIRST ARTICLE TESTING (JAN 1992)**

(a) Offerors are advised that the contract awarded as a result of this solicitation will require first article testing. At the request of the offeror, this requirement may be waived, by the Contracting Officer if the Contracting Officer determines that supplies identical or similar to those called for have previously been delivered by the offeror and accepted by the Government. Therefore, offerors can submit alternative offers, one including testing and approval and the other excluding testing and approval. If the Government waives the requirement for first article unit(s), flight tests, and test report(s) for eligible offerors, the prices set forth herein will be used in evaluating offers. In addition, all provisions relating to first article testing will be deleted from the resulting contract.

(b) Offerors shall identify these identical or similar supplies by the contract number, agency, contract award date, and contract delivery date.

NationContract Contract

Contract Number	Stock Number	award date	delivery date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**I04 - CONFIGURATION CONTROL )**

(a) The Contractor shall maintain a Configuration Management Plan in accordance with MIL-STD-973. While MIL-STD-973 is not currently in effect, the parties agree that the provisions of this MIL-STD are applicable to this contract.

(b) Engineering Change Proposals. The Contractor shall submit an Engineering Change Proposal (ECP) for changes that alter the system's hardware or software. If the contractor has a current production contract with NAVAIR, the contractor shall submit all ECPs to NAVAIR or other entity identified by NAVAIR in accordance with the configuration management requirements of such production contract. The contractor shall provide a copy of any such ECP to the NAVICP PCO under this contract. If any such ECP is approved by NAVAIR, the contractor shall not implement such change under this contract until incorporated by contractor modification. The remaining sections of this Paragraph 3.2 do not apply to contractors with a current production contract with NAVAIR.

(1) General. An ECP shall be designated by the contractor as Class I or Class II, as defined in section 5.4.2 of MIL-STD-973. The Contractor shall obtain DCMA concurrence for all ECP Class designations. The Contractor will assume total liability in the event of a miss-classification by the Contractor, which results in a loss to the Government. The Government will maintain configuration control and change authority for all modifications affecting form, fit, function, or interface parameters of the system and its sub-assemblies. Copies of all proposed Class I and Class II ECPs which affect FMS customers shall be submitted to the PCO and NAVICP FMS Code P751.

(2) Class I ECPs. All Class I ECPs shall be submitted prepared in accordance with MIL-STD-973 to thefor approval by the Government PCO for approval. The contractor shall not implement any Class I ECP until such time as the contract is modified to incorporate the approved Class I ECP. Any repairs performed using an unapproved Class I ECP are done at the contractor's own risk. If the Government disapproves the Class I ECP, the contractor shall replace any delivered items repaired using such unapproved Class I ECP. The contractor is not entitled to any equitable adjustment to the contract price or terms based on the Government's disapproval of a Class I ECP. Requests for approval of Class I ECPs that have also been submitted for Naval Air Systems Command (NAVAIR) approval under other contracts shall be clearly identified. Status of any such NAVAIR review together with a copy of the approval or disapproval by NAVAIR shall be provided by the contractor with the contractor request for such Class I ECP. The Government will maintain configuration control and change authority for all modifications affecting form, fit, function, or interface parameters of the system and its sub-assemblies. The Contractor assumes total liability for any ECP implemented by the Contractor without prior Government approval/concurrence. Copies of all changes affecting FMS customers shall also be submitted to NAVICP FMS, Code P751.

(3) Class II ECPs. The contractor may make Class II changes without prior approval of the Government so long as the contractor obtains written DCMA concurrence with the contractor's ECP classification as a Class II ECPC. Notwithstanding DCMA concurrence, the Government will not be responsible for any contract delay or disruption or any increased costs of performance of the contractor due to a misclassification of an ECP by the contractor, including those costs associated with replacement of delivered items resulting from such a misclassification. Class II changes shall be made at no additional cost to the Government.

( c ) Deviations. Requests for Deviations shall be prepared in accordance with MIL-STD-973, section 5.4.3. Major or critical deviations shall be submitted to the PCO for approval by the PCO. Minor deviations shall be submitted to the may be authorized by DCMA for approval. Any repairs performed using an unapproved major/critical or minor deviation are done at the contractor's own risk. If the Government disapproves the major/critical or minor deviation, the contractor shall replace any delivered items repaired using such unapproved major/critical or minor deviation. The contractor is not entitled to any equitable adjustment to the contract price or terms based on the Government's disapproval of a major/critical or minor deviation.

(d) Waivers. Requests for Waivers shall be prepared in accordance with MIL-STD-973, section 5.4.4. Major or critical waivers shall be submitted to the PCO for approval. Minor waivers shall be submitted to DCMA for approval. Any repairs with an unapproved major/critical or minor waiver are done at the contractor's own risk. If the Government disapproves the major/critical or minor waiver, the contractor shall replace or correct any affected items. The contractor is not entitled to any equitable adjustment to the contract price or terms based on the Government's disapproval of a major/critical or minor waiver.

**I05 - GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (GIDEP)**  
**(SUP 5252.227-9400 GIDEP (Jan 1999) is hereby incorporated.)**

(A) If the amount of this contract exceeds \$500,000., the contractor shall provide and maintain procedures to enable his full participation in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with the latest revision of MIL-STD-1556. Compliance with this clause shall not relieve the contractor from complying with any other provision of the contract.

The contractor agrees to insert paragraph (A) of this clause in any subcontract hereunder exceeding \$500,000. When so inserted, the word "contractor" shall be changed to "subcontractor".

**I06 - SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY**

In accordance with paragraph (A) of the clause FAR 52.225-8 "Duty Free Entry", the following supplies are hereby identified as supplies to be accorded Duty-Free entry: ALL

(A) For the purpose of paragraph (K) of the clause DFARS 252.225-7008, Supplies to be accorded Duty-Free Entry," the name and address of the Contract Administration Office administering this contract is:  
(will be specified in the award)

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

(B) This information is also applicable to paragraphs (D) of the clause DFARS 252.225-7014, "Preference for Domestic Specialty Metals," if that clause is applicable to this contract.

**I07 - WARRANTY FOR OVERHAUL AND REPAIR**

(A) Notwithstanding inspection and acceptance by the government of articles or services furnished under this contract or any provision of this contract concerning the conclusiveness thereof, the contractor warrants that at the time of delivery:

(1) Any part furnished or work done under this contract will be free from defects in material and workmanship and will conform with the specifications and all other requirements of this contract, and

(2) The preservation, packaging, pack, and marking and the preparation for, and method of, shipment of any repaired or overhauled article will conform with the requirements of this contract.

(B) Within one year after the delivery of any article repaired or overhauled under this contract, written notice may be Given by the government to the contractor of any breach of the warranties in paragraph (A) of this clause as to such article. Within a reasonable time after such notice, the contracting officer shall advise the contractor either (1) that the contractor shall correct or reperform any defective or nonconforming services and replace any defective or nonconforming parts, or (2) that the government does not require correction or reperformance of services or replacement of parts. If the contractor is required to correct or reperform services or replace parts, it shall be at no cost to the government.

If the contractor fails or refuses to correct or reperform services or to replace parts, the contracting officer may, by contract or otherwise, correct or replace with similar services and parts and charge to the contractor the cost occasioned to the government thereby or obtain an equitable adjustment in the contract price.

If the government does not require correction or reperformance of services or replacement of parts, the contracting officer shall make an equitable adjustment in the contract price. Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the disputes clause of this contract.

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

(D) In lieu of the warranty marking labels contained in MIL-STD-129, the following warranty label shall be used:

Warranted at time of delivery, notification of breach of warranty required within 1 year of actual delivery under this contract. Actual deliveries may differ from scheduled deliveries. Scheduled deliver date:

OR

Warranted at time of delivery, notification or breach of warranty required. Required within 1 year of delivery under this contract. Delivery date:

(E) Any articles or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all provisions of this clause to the same extent as items initially delivered. The warranty with respect to such articles or parts thereof shall be at time of delivery, and any notice of breach of warranty shall be give in accordance with paragraph (B) above.

(F) All implied warranties of merchantability and fitness for a particular purpose are hereby excluded from any obligation contained in this contract.

(G) The rights and remedies of the government provided in this clause are in addition to and do not limit any rights afforded to the government by any other clause of this contract.

### **I08 - OZONE-DEPLETING SUBSTANCES FAR 52.223-11 (JUN 1996)**

(a) **Definition. "Ozone-depleting substance"**, as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), 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).)**

### **SECTION J - LIST OF ATTACHMENTS**

"A" - Items to be Repaired - Pages 49-50

"B" - Pricing Sheets – Pages 51-52

"C" – Statement of Work For Repair of P-3 Propeller Assembly Part Number 54H60-77 – Pages 53-60

“D” – First Article Inspection – Pages 61-62



**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR**

**K01 - SMALL BUSINESS PROGRAM REPRESENTATIONS FAR 52.219-1 (OCT 2000)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.
- (2) The small business size standard is 1,000.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**(B) Representations.**

- (1) The offeror represents as part of its offer that it (\_\_\_\_) is, (\_\_\_\_) is not a Small Business concern.
- (2) [Complete only if offeror represented itself as a Small Business concern in block (b)(1) of this provision.] The offeror represents, for general statistical purposes, that that it (\_\_\_\_) is, (\_\_\_\_) is not a Small Disadvantaged Business concern, as defined in 13 CFR 124.1002.
- (3) [Complete only if offeror represented itself as a Small Business concern in block (b)(1) of this provision.] The offeror represents as part of its offer that it (\_\_\_\_) is, (\_\_\_\_) is not a Women-Owned Small Business concern.
- (4) [Complete only if the offeror represented itself as a Small Business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it (\_\_\_\_) is, (\_\_\_\_) is not a Veteran-Owned Small Business concern.
- (5) [Complete only if the offeror represented itself as a Veteran-Owned Small Business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it (\_\_\_\_) is, (\_\_\_\_) is not a Service-Disabled Veteran-Owned Small Business concern.

**( C ) Definitions. As used in this provision—**

**"Service-disabled veteran-owned small business concern"--**

(1) Means a small business concern--

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

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

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

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

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

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

**“Women-owned small business concern,”** means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

**( D ) Notice.**

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**( ) FAR 52.219-1 ALTERNATE I (OCT 2000)**

[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]

The offeror represents, as part of its offer, that--

- (i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It ( ) is, ( ) is not a Joint Venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

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Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

**( ) FAR 52.219-1 ALTERNATE II (OCT2000)**

[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]

The offeror shall check the category in which its ownership falls:

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

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

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

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

**K02 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FAR 52.222-22 (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.

**K03 - AUTHORIZED NEGOTIATORS (NavicpKA03) (APR 2000)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the government in connection with this request for proposals (list names, titles, and telephone numbers of the authorized negotiators).

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**K04 - AFFIRMATIVE ACTION COMPLIANCE FAR 52.222-25 (APR 1984)**

The offeror represents that it:

- (A): ( \_\_\_\_\_ ) 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 (41CFR 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.

**K05 - PERCENT FOREIGN CONTENT (NavicpKA05) (APR 2000)**

Approximately \_\_\_\_\_ percent of the proposed contract price represents foreign content or effort.

**K06 - COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION**

**FAR 52.230-1 (JUN 2000)**

NOTE: This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**PART I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(C) Check the appropriate box below:

**( ) (1) Certificate of Concurrent Submission of Disclosure Statement.**

The offeror hereby certifies that, as part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB-DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official where Filed \_\_\_\_\_

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

**( ) (2) Certificate of Previously Submitted Disclosure Statement**

The offeror hereby certifies that the Disclosure Statement was filed as follows:

Date of Disclosure Statement \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official where Filed \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

**( ) (3) Certificate of Monetary Exemption.**

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that, if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

**( ) (4) Certificate of Interim Exemption.**

The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement.

The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate to verify submission of a completed Disclosure Statement.

**CAUTION:** Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract Of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

**II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

**CAUTION:** An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

**III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES                      ( ) NO

**K07 - COVENANT AGAINST CONTINGENT FEES FAR 52.203-5 (APR 1984)**

The clause of the Federal Acquisition Regulation set forth at FAR 52.203-5, is hereby incorporated by reference with the same force and effect as if set forth in full.

**K08 - GOVERNMENT PROPERTY OFFERED/REQUIRED FOR USE  
SUP 5252.245-9405 (JAN 1992)**

(a) The following government production and research property is hereby **offered for use** on a rent-free basis to offerors requiring it in the performance of this contract.

<u>Describe Property</u>	<u>Quantity</u>	<u>Evaluation Factor</u>	<u>Location</u>	<u>Available # of Days After Award</u>
Propeller Blade P/N A7121B-2 NIIN 00-887-0115	5 EA	NONE	-to be supplied as GFM per paragraph 3.1.1.2.1.1 of the SOW To be shipped to the successful contractor 30 days after date of award	
Pitchlock Regulator P/N 558279 NIIN	5 EA	NONE	-to be supplied as GFM per paragraph 3.1.1.2. of the SOW To be shipped to the successful contractor 30 days after date of award	
Low Pitch Stop Assy. P/N 774473-1 NIIN	5 EA	NONE	-to be supplied as GFM per paragraph 3.1.1.2. of the SOW To be shipped to the successful contractor 30 days after date of award	
De-icer Contact Ring P/N 557045 NIIN	5 EA	NONE	-to be supplied as GFM per paragraph 3.1.1.2. of the SOW To be shipped to the successful contractor 30 days after date of award	

(b) In order to eliminate any competitive advantage that might otherwise arise from the use of this property, a monthly evaluation factor shall be added to all offerors requiring rent-free use of the property. Any charges for transportation of the above-listed property will be borne by the contractor.

(c) If an offeror will **require** the use of any of the government property offered in paragraph (a) in the performance of this contract, the offeror shall indicate below the particular property required (if the property required is less than all the property offered) and the number of months such property will be required. Rent-free use of such property will be authorized only to an offeror completing this clause and will be limited to the number of months such offeror inserts below.

(d) An Offeror failing to complete this clause will be deemed to require no use of the Government property offered. Where an offeror indicates that he will require the property, but fails to indicate the length of time it is required, his offer will be evaluated based on his use of the property from the time first available for the entire duration of the contract. An Offeror requiring use of some, but not all, of the property offered shall indicate the particular property needed.

The offeror (\_\_\_\_\_) will (\_\_\_\_\_) will not require the use of the government property.

Where such use is required, it will be for \_\_\_\_\_ months from the time the property is **first available** for use.

**Property required (to be completed by the Contractor, if the property required is less than all the property offered for use):**

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**K09 - IDENTIFICATION OF SOURCES OF SUPPLY DFARS 252.217-7026 ( NOV 1995)**

(A) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(B) The apparently successful Offeror agrees to complete and submit the following table before award:

<u>Line</u> <u>Items</u> (1)	<u>National</u> <u>Stock</u> <u>Number</u> (2)	<u>Commercial</u> <u>Item</u> <u>(Y or N)</u> (3)	<u>TABLE</u> <u>Source of Supply</u>			<u>Actual</u> <u>Mfg?</u> (6)
			<u>Company</u> (4)	<u>Address</u> (4)	<u>Part No.</u> (5)	
_____	_____	_____	_____	_____	_____	_____

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list "none."
- (3) Use "Y" if the item is a commercial item; otherwise use "N".  
If "Y" is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use "Y" if the source of supply is the actual manufacturer, "N" if it is not; and "U" if unknown.

**K10 - TRANSPORTATION AND MATERIAL SOURCE INFORMATION (NavicpKA06)(APR 2000)**

(A) Each offeror responding to this solicitation shall furnish the following information:

- (1) Are the articles to be furnished from stock:  
( ) Yes ( ) No
- (2) Are the articles to be furnished from Government surplus material:  
( ) Yes ( ) No

(3) Name of principal manufacturer (not dealer) of articles or performer of services:

\_\_\_\_\_

(B) If this solicitation provides for inspection at origin, the offeror shall insert below the address(es) of plant(s) which articles or services are offered for final inspection and from which shipment will be made. (Furnish street address, city, state, and zip code. If this information is not furnished, the address shall be deemed to be the contractor's business address indicated on Standard Form 33 or other proposal (form):

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

**K11 - PROHIBITION OF SEGREGATED FACILITIES 52.222-21 (FEB 1999)**

The clause of the Federal Acquisition Regulation set forth at FAR 52.222-21, is hereby incorporated by reference with the same force and effect as if set forth in full.

**K12 - BUY AMERICAN ACT - BALANCE OF PAYMENTS - TRADE AGREEMENTS PROGRAM CERTIFICATIONS**

**DFARS 252-225-7000**

**BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)**

(a) **Definitions.** "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) **Evaluation.** Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

**(c) Certifications.**

(1) The Offeror certifies that--

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

Qualifying Country End Products

Line Item Number	Country of Origin
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(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number	Country of Origin (If known)
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**DFARS 252.225-7006 (MAR 1998)**

**BUY AMERICAN ACT-TRADE AGREEMENTS-BALANCE OF PAYMENTS PROGRAM CERTIFICATE**

(a) **Definitions.** "Caribbean Basin country end product," "designated country end product," "domestic end product," "NAFTA country end product," "nondesignated country end product," "qualifying country end product," and "U.S. made end product" have the meanings given in the Buy American Act—Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) **Evaluation.** Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines

that there are no offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

**(c) Certifications.**

- (1) The Offeror certifies that—
  - (i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and
  - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The Offeror must identify all end products that are not domestic end products.
  - (i) The Offeror certifies that the following supplies qualify as “U.S. made end products” but do not meet the definition of “domestic end product”:**(insert line item number)**
  - (ii) The Offeror certifies that the following supplies are qualifying country end products:**(insert line item number)(insert country of origin)**
  - (iii) The Offeror certifies that the following supplies qualify as designated country end products:**(insert line item number)(insert country of origin)**
  - (iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:**(insert line item number)(insert country of origin)**
  - (v) The Offeror certifies that the following supplies quality as NAFTA country end products:**(insert line item number)(insert country of origin)**
  - (vi) The following supplies are other nondesignated country end products.**(insert line item number)(insert country of origin)**

**DFARS 252.225-7035 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAR 1998)**

**(a) Definitions.** “Domestic end product,” “foreign end product,” “NAFTA country end product,” and “qualifying country end product” have the meanings given in the Buy American Act—North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this solicitation.

**(b) Evaluation.** Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of qualifying country end products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

**(c) Certifications.**

- (1) The offeror certifies that—
  - (i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and
  - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The Offeror must identify all end products that are not domestic end products.
  - (i) The Offeror certifies that the following supplies are qualifying country (except Canada) end products:**(insert line item number)(insert country of origin)**

(ii) The Offeror certifies that the following supplies qualify as NAFTA country end products:  
(insert line item number)(insert country of origin)

(iii) The following supplies are other foreign end products:  
(insert line item number)(insert country of origin)

**( ) ALTERNATE I (MAR 1998)**

Substitute the phrase "Canadian end product" for the phrase "NAFTA country end product" in paragraph (a); and substitute the phrase "Canadian end products" for the phrase "NAFTA country end products" in paragraphs (b) and (c)(2)(ii) of the basic clause.

**K13 - RECOVERED MATERIAL CERTIFICATION FAR 52.223-4 (OCT 1997)**

The offeror certifies, by signing this offer, that recovered materials, as defined in Section 23.402 of the Federal Acquisition Regulation, will be used as required by the applicable purchase descriptions.

**K14 - PLACE OF PERFORMANCE FAR 52.215-6 (OCT 1997)**

(A) The contractor, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable box) to use one or more plants or facilities located at a different address from its address as indicated in this offer.

(B) If the contractor checks "intends" in paragraph (A) above,  
he shall insert in the spaces provided below the required information.

Place of performance  
(street address, city, county, state, zip code):

Name and address of owner and operator of the plant  
or facility if other than contractor:

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

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

**K15 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,  
AND OTHER RESPONSIBILITY MATTERS FAR 52.209-5 (Jan 2001)**

(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 the 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, or receiving stolen property;

(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 subdivision (a)(1)(i)(B) of this provision; and

(a)(1)(ii) (A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A),(B), and (C) of this provision, has (\_\_\_\_) has not (\_\_\_\_) within the past three years, relative to tax, labor and employmnet, environmental, antitrust, or consumer protection laws –

- (1) Been convicted of a Federal or state felony (orhas ny Federal or state felony indictments currently pending against them); or
- (2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
- (3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(a)(1)(ii) (B) If the offeror has responded affirmatively, the offeor shall provide additional information if requested by the Contracting Officer; and

(a)(1)(iii) 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.

(a)(2) "**Principals,**" for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(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.

**K16 - PRICING INFORMATION (NavicpK04) (APR 2000)**

(A) The offeror is requested to submit the following pricing information on not less than the three most recent sales of any of the articles being procured hereunder or articles similar thereto. Where the pricing information furnished is on similar articles, the offeror shall advise that the articles are not identical to the articles required hereunder and shall briefly indicate the differences in such articles. Pricing information furnished should be as current as possible, and, to the extent possible, should be on quantities required hereunder.

Date of Sale    Qty    Unit Price    Customer Contract No.

(B) In addition, the offeror is requested to advise whether the proposed prices are, or can be, tied-in with production prices under prime contracts or subcontracts by furnishing the dates for previous and anticipated production lot releases and numbers in the spaces provided below:

	<u>Contract No.</u>	<u>Production Lot</u>
<u>No.</u>	<u>Date Released</u>	<u>Date of Anticipated Release</u>

(C) Offerors are further requested to advise the government buyer if they are in possession of any other government or commercial solicitation or recent contract, not already set forth above, for any of the articles being procured hereunder.

(D) If cost or pricing data are required under this contract, the submission of the pricing information sought under this clause in no way affects or diminishes the offeror's independent duty to submit accurate, complete, and current cost or pricing data.

**K17 - ECONOMIC PURCHASE QUANTITY SUPPLIES FAR 52.207-4 (AUG 1987)**

(A) Offerors are invited to state an opinion on whether the quantity(ies) or supplies on which proposals are requested in this solicitation is (are) economically advantageous to the Government.

(B) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs and beyond which no substantial decrease would result. If there are significant price breaks at different quantity points, this information is desired as well.

**Offeror recommendations:**

<b><u>Item</u></b>	<b><u>Quantity</u></b>	<b><u>Quotation</u></b>	<b><u>Total</u></b>	<b><u>Price</u></b>
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(C) This information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the government in developing a data base for future acquisitions of these items. However, the government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event proposal received for the government's requirements indicates that different quantities be acquired.

**K18 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION FAR 52.203-2 (APR 1985)**

(A) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (I) those prices, (II) the intention to submit an offer, or (III) the methods or factor used to calculate the prices offered;

(2) The prices in this offer have not been and will not be willingly disclosed by the offeror, directly or indirectly, to any other offeror 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; and

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

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

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this 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

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

---

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this proposal, and the title of his or her position in the offeror's organization);

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

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

(C) If the offeror deletes or modifies subparagraphs (A)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances.

**K19 - SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM FAR 52.219-21 (MAY 1999)**

Complete only if the offeror has certified itself under the clause at FAR 52.219-1, in Section K-1102, to be a small business concern under the size standards of this solicitation. Offeror represents and certifies as follows:

Offeror's number of employees for the past 12 months or offeror's average annual gross revenue for the last 3 fiscal years.

(Check one of the following).

No. of Employees	Average Annual Gross Revenues
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

**K20 - PARENT COMPANY AND IDENTIFYING DATA**

(A) A "Parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the bidder. To own the bidding company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control a bidder as a parent even though not meeting the requirement for such oversight if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

(B) The bidder (\_\_\_\_\_) is, (\_\_\_\_\_) is not (check applicable box) owned or controlled by a parent company.

(C) If the bidder checked "is" in paragraph (B) above, it shall provide the following information:

Name and Main Office Address of Parent Company (include zip code) =

Parent Company's Employer's Identification Number =

D) If the bidder checked "is not" in paragraph (B) above, it shall insert its own employer's identification number on the following line: \_\_\_\_\_

**K21 - Far 52.222-18 (Feb 2001)**

**CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS**

(a) Definition.

**Forced or indentured child labor means all work or service--**

**(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or**

**(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.**

**(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured**

**Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.**

**Listed End Product:**

-----  
-----

**Listed Countries of Origin**

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**(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.**

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

**[ ] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.**

**SECTION - L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**L01 CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates the following clauses 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.

Federal Acquisition Regulation (48 CFR Chapter 1) clauses:

<u>Clause Number</u>	<u>Clause Title</u>	<u>Clause Date</u>
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.215-8	Order of Precedence	OCT 1997

52.225-7	Waiver of Buy American Act for Civil Aircraft and Related Articles (<\$177K)	FEB 2000
52.216-1	Type of Contract (The words firm fixed-price are hereby inserted in the blank in this clause).	APR 1984
52.252-3	Alterations in Solicitation	APR 1984

**L02 - SUBMISSION OF PROPOSALS (TRADE-OFF PROCEDURES)**

I. GENERAL

In addition to FAR 52.215-1, “Instructions to Offerors – Competitive Negotiation,” the following information is provided. Offerors are required to submit their proposals in two separate volumes as follows:

A. Volume I, Price Proposal. Offerors shall submit an original and 1 copy to include the completed solicitation with prices annotated under Attachment “B”. (See below for more detail on the Price Proposal).

B. Volume II, Technical Proposal. Offerors shall submit an original and 5 copies. This volume shall contain the technical portion of the proposal to include all data and information required for evaluation, and exclude any reference to the pricing aspects of each offer. The technical proposal shall not exceed 75 pages including illustrations, where a page is 8 ½ by 11 inches with a type not smaller than 12 points. If a technical proposal exceeds the page limitation, only the first 75 pages in compliance with these instructions will be evaluated. The cover page shall include the solicitation number **N00383-02-R-0060**, company name and address, technical point of contact including name, phone number, fax number and e-mail address; and the administrative point of contact including name, phone number, fax number and e-mail address. Each page of each copy shall be affixed with the following legend: SOURCE SELECTION INFORMATION. SEE FAR 3.104.

The completion and submission of the above items will constitute an offer (proposal) and will indicate the offeror’s unconditional assent to the terms and conditions of this RFP and any attachments hereto. Alternate proposals, except as relates to First Article Testing, are not authorized. Objections to any terms and conditions of the RFP will constitute deficiency, (See FAR 15.305), which will make the offer unacceptable. An offeror may correct a deficiency only through discussions (see FAR 15.306(d) and 15.307).

IMPORTANT NOTES:

- (1) Offerors shall respond to all requirements of the solicitation document. Offerors are cautioned not to alter or disassemble the solicitation.
- (2) In the event any portion of the technical proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, a certificate to this effect shall be furnished which shall be signed by a responsible officer of the offeror and shall also identify the person’s name, employment capacity, the name of the person’s firm, the relationship of that firm to the offeror, and the portion of the technical proposal the person wrote.

II. REQUIREMENTS FOR PROPOSAL CONTENT

(1) Requirements for Style: Each offeror shall submit a proposal that clearly and concisely describes and defines the contractor’s response to the requirements contained in the RFP. Unnecessary elaboration or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror’s lack of understanding of cost consciousness. Elaborate art work, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. The proposal shall contain all the pertinent information in sufficient detail in the one area of the proposal where it contributes most critically to the discussion of the same information. When necessary, the offeror shall refer to the initial discussion and identify its location within his proposal.

III. PROPOSAL CONTENT

A. Price Proposal. Volume I shall include, at a minimum:

- 1. The original and one copy of the completed solicitation including :

- a. Standard Form 33 "Solicitation, Offer, and Award" with blocks 14 through 18 completed by the offeror
- b. RFP Attachment B "Pricing Sheet" completed by the offeror
- c. RFP Section K "Representations, Certifications and Other Statements of Offerors" completed by the offeror.

B. Technical Proposal. The technical evaluation factors are listed below.

1. Delivery. Offerors shall demonstrate in sufficient detail a technical approach that demonstrates how the offeror will achieve or improve upon the required delivery set forth in the RFP. Offerors should address the risk associated with implementation of the offeror's technical approach as well as the steps to mitigate this risk and an explanation of whether the techniques and methods identified for risk mitigation have been successfully used by the offeror. The approach should address spare parts support, test equipment, ground support equipment, plans for providing adequate storage of propellers, transportation time and anything else the offeror considers important.

2. Management Approach. Offerors shall demonstrate in sufficient detail a management approach that will successfully accomplish the SOW. Offerors should address the risk associated with implementation of the offeror's management plan as well as the steps to mitigate this risk and an explanation of whether the techniques and methods identified for risk mitigation have been successfully used by the offeror. The approach should address:

- a. Parts Management
- b. Sub-contracting controls
- c. Quality Assurance
- d. Documentation control
- e. Anything else the offeror considers important.

3. Corporate Experience. The offeror shall demonstrate either similar or directly related work experience of similar scope, magnitude and complexity to the SOW. The offeror should address the following: history, organization, qualifications and work experience within the last three years as they relate to the requirements of the SOW.

4. Past Performance. The offeror should describe its past performance on similar contracts it has held within the last three years which are of similar scope, magnitude and complexity to that which is detailed in the RFP or affirmatively state that it possesses no relevant directly related or similar past performance. Offerors who present similar contracts should provide a detailed explanation demonstrating the relevance of the contracts to the requirements of the RFP. The offeror should provide the following information regarding its past performance:

- a. Contract number(s),
- b. Name and phone number of a point of contact at the federal, state, local government or commercial entity for which the contract was performed,
- c. Dollar value of the contract,
- d. Contract Repair Turn Around Time,
- e. Detailed description of the work performed,
- f. Names of subcontractor(s) used, if any and a description of the extent of work performed by the subcontractor(s),
- g. The number, type and severity of any quality, delivery or cost problems in performing the contract, the corrective action taken and the effectiveness of the corrective action.
- h. For the contracts identified in response to (a) above, provide the following information:
  - (1) The action, techniques, and methods used to identify and minimize risk in performance of the requirements of the Statement of Work
  - (2) The actual success of the actions, techniques and methods used in mitigating the risks.

5. Shipping Containers and Transportation. The offeror shall demonstrate its ability to optimize shipment of the propeller assemblies as required by paragraph 8.0 of the Statement of Work. Offerors should provide, sketches detailing the offeror's proposed design and a detailed description of transportation container (s)/stand(s) designed to (1) minimize assembly time by the AIMD after repair and (2) insure safe transportation of the repaired/overhauled propellers to the end user location. Offerors should address the risk associated with implementation of the offeror's shipment and transportation approach as well as the steps to mitigate this risk and an explanation of whether the techniques and methods identified for risk mitigation have been successfully used by the offeror.

**L03 - INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITIONS**  
**FAR 52.215-1 (FEB 2000)**

(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, revision, and withdrawal 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 5:00pm 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.

(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) 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.

**L04 TRANSMITTAL OF OFFERS (NavicpLA15) (APR 2000)**

Offerors are cautioned to label envelopes or packaging conspicuously with a notation that the envelope or package contains a proposal, the solicitation number, and the exact hour and date specified for receipt of offers.

All offers and modifications thereto, regardless of the mode of transmittal, must be sent to the exact address shown in Box 8 of SF 33 - Solicitation, Offer, and Award.

**L05 - USE OF GOVERNMENT PROPERTY IN OFFEROR'S POSSESSION**  
**(SUP 5252.245-9406) (JAN 1992)**

If the offeror intends to use in the performance of the work required hereunder any government-owned facilities, special test equipment, or special tooling, the offeror shall so advise in its response and shall include in such response the value of such property, the number of the contract(s) under which such property was acquired, the rental provisions of such contract(s) and such other information as may be relevant. In addition to the above, the offeror shall include in its proposal, the written concurrence of its proposed use of the property from the contracting officer having cognizance of such property.

**L06 REQUESTS FOR INFORMATION (NavicpLA14) (APR 2000)**

Offerors may submit inquiries on this procurement by writing or calling (collect calls not accepted) to:

Naval Inventory Control Point, 700 Robbins Avenue, Philadelphia, PA 19111-5098

ATTN: Joy Capka, Code 0221.04

Telephone: (215) 697- 6528 or FAX (215) 697-0491

E-Mail Address: [joy\\_capka@icpphil.navy.mil](mailto:joy_capka@icpphil.navy.mil)

**L07 - SERVICE OF PROTEST FAR 52.233-2 (AUG 1996)**

Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, shall be served on the Contracting Officer by obtaining written and dated acknowledgement of receipt from (1) a representative of the Bid Room of the NAVICP, Building 1, 700 Robbins Avenue, Philadelphia, PA 19111, or (2) in the case of protests transmitted by registered mail, return receipt requested, or certified mail, return receipt requested, a representative of the NAVICP Mail Room, Building 1, 700 Robbins Avenue, Philadelphia, PA 19111-5098.

**L08 - REVIEW OF AGENCY PROTESTS NAVICPLA18 (APR 2000)**

In accordance with FAR 33.103(d)(4), interested parties may request an independent, level above the contracting officer, review of any protest filed with the agency. This request for an independent review may be made in lieu of a protest to the contracting officer, or as an appeal to a contracting officer protest decision. If requested as a result of an appeal, the timeliness rules for a GAO protest are not extended.

The individual that will conduct the independent review is the Chief of the Contracting Office. Interested parties requesting to have an independent review of a protest or to appeal a contracting officer protest decision shall address protests to:

Independent Protest Review Official  
NAVICP Code 02  
Building 410, South End Bay B29  
5450 Carlisle Pike, PO Box 2020  
Mechanicsburg PA 17055-0788

**OR**

Independent Protest Review Official  
NAVICP Code 02  
Building 1  
700 Robbins Avenue  
Philadelphia PA 19111-5098

**L9 - ACCEPTANCE PERIOD (NavicpLA12) (APR 2000)**

(A) If this solicitation is an IFB, any offeror allowing less than the number of \_\_\_60\_\_\_ calendar days specified in the offer portion of the Standard Form 33 for acceptance by the Government will be rejected as nonresponsive.

(B) If this solicitation is an RFP, then unless otherwise specified by the offeror, the Government shall have \_\_\_60\_\_\_ days from the closing date for receipt of the proposals during which it may accept a proposal submitted hereunder. This same time period for acceptance shall apply to any Proposal Revisions submitted hereunder and shall run from the date fixed for receipt of Proposal Revisions.

**L10 - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER REPORTING  
FAR 52.204-6 (JUN 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. **DUNS NUMBER:** \_\_\_\_\_

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

**NOTE: No offeror should delay the submission of its offer pending receipt of its DUNS number.**

### **L11 - RATED ORDERS**

#### **FAR 52.211-14 Notice of Priority Rating for National Defense Use (Sep 1990)**

Any contract awarded as a result of this solicitation will be (  ) DX rated order; (  ) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

### **L12 DRAWINGS ARE NOT AVAILABLE (NavicpLA16LN) (APR 2000)**

Part numbers specified are numbers of manufacturer(s) noted.

Drawings and detailed information concerning these are not available at the NAVICP.

### **L13 - FACSIMILE COMMUNICATIONS**

Offerors are cautioned to address facsimile modification, withdrawals, and when authorized by Section L14 of the solicitation, facsimile offers, to the attention of the **Bid Room** (in the case of RFP's).

#### **FACSIMILE PROPOSALS FAR 52.215-5 (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 (FAX) equipment is: **THE BID ROOM at: (215) 697-3161**

(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.

(e) 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.

**L14 - PRE-AWARD ON SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW FAR 52.222-24 (FEB 1999)**

The clause of the Federal Acquisition Regulation set forth at FAR 52.222-24 is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth in full.

**L15 - SUBMISSION OF INVOICES**

**(A) INVOICES FOR REPAIR AND/OR MODIFICATION EFFORTS AND FOR CONSUMABLE PARTS:**

Contractor's invoices shall be prepared and submitted in quadruplicate, accompanied by a copy of the applicable material Inspection and receiving report (DD Form 250) signed by the cognizant government inspector, to the **Defense Finance and Accounting Service - Columbus Center; DFAS - CO/** \_\_\_\_\_.

A separate invoice is required for each activity designated to receive the supplies or services. Invoices shall contain the contract number, offer number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, extended totals, and offered discounts.

**(B) The contractor may elect to prepare and submit his invoices in either of the following ways:**

- (i) A separate invoice in quadruplicate for each activity designated to receive the supplies or services; or
- (ii) A consolidated invoice in quadruplicate covering all shipments delivered under an individual order issued hereunder.

**(C) Payment** will be made by the Finance Office designated in paragraph (B) above, or such other Finance Officer as may be specified in the applicable order.

**(D) An INVOICE** is a written request for payment under the contract for supplies delivered or for services rendered. In order to be proper, an invoice must include, as applicable, the following:

- (1) Invoice date,
- (2) Name of contractor,
- (3) Contract number (including order number), contract line item number, contract description of supplies or services, quantity, contract unit of measure and unit price, and extended total,
- (4) Shipment number and date of shipment and name of carrier (Bill of Lading number and weight of shipment will be shown for shipment on Government Bill of Lading),
- (5) Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment),
- (6) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice, and
- (7) Where delivery has been made, the name and title of the Government representative to whom delivery was made and the date of such delivery.

**(E)** For the purpose of determining if **INTEREST** begins to accrue under the Prompt Payment Act (Public Law 97-177):

- (1) A proper invoice will be deemed to have been received when it is received by the office designated in the contract for receipt of invoices and acceptance of the supplies delivered or services rendered has occurred.
- (2) Payment shall be considered made on the date on which a check for such payment is dated,
- (3) Payment terms (e.g., "Net 20") offered by the contractor will not be deemed "required payment dates," and
- (4) The following periods of time will not be included:
  - A. After receipt of an improper invoice and prior to notice of any defect or impropriety, but not to exceed 15 days or any lesser period established by this contract), and
  - B. Between the date of notice of any defect or impropriety and the date a proper invoice is received. When the notice is in writing, it shall be considered made on the date shown on the notice.

**L16 - NOTICE OF PROGRESS PAYMENTS FAR 52.232-13 (APR 1984)**

The need for customary progress payments conforming to the regulations in Subpart 32.5 of the Federal Acquisition Regulation (FAR) will not be considered as a handicap or adverse factor in the award of the contract. The Progress Payments clause included in this solicitation will be included in any resulting contract, modified or altered if necessary in accordance with subsection 52.232-16 and its Alternate I of the FAR. Even though the clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

**L17 - NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE FAR 52.219-6 (JUL 1996)**

(a) Definition. "Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

**L18 - CONSIGNMENT INSTRUCTIONS (NavicpLA19) (APR 2000)**

Legend

CL/Carload LCL/Less than carload T/Truck TL/Truckload  
E/Express LTL/Less than truckload FF/Freight forwarder PP/Parcel Post

Consignment Addresses are readily available electronically at: <http://daynt6.daas.dla.mil/dodaac/dodaac.htm>

Enter your specific DoDAAC Code i.e. N63126, then select "Scan Query."

Three addresses will appear: TAC1=Mailing Address TAC2=Shipping Address TAC3=Billing Address

TAC2=Shipping Address should always be used. If it is missing for whatever reason, use TAC1=Mailing Address.

For Mobile Units and Ships, call the Naval Transportation Support Center (NAVTRANS) Fleet Locator at:

Commercial 757-443-5434 DSN 646-5434

For NAVICP buys only, consignment instructions for stations not listed herein may be obtained from the Cognizant Buyer. (Telephone 215-697- 6528 ).

**East Coast AIMDs:**

Naval Air Station (NAS) Brunswick, Maine

NAS Jacksonville, Florida

NAS Willow Grove, Pennsylvania

NAS Patuxent River, Maryland

NAS New Orleans, Louisiana

NAS Key West, Florida

**West Coast AIMDs:**

NAS Whidbey Island, Washington  
NAS Point Mugu, California  
NAS Kaneohe, Hawaii  
NAS North Island, California

**SECTION M -- EVALUATION FACTORS FOR AWARD**

**M01 - EVALUATION CRITERIA AND THE BASIS FOR AWARD (TRADE-OFF PROCEDURES)**

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors. The offeror's proposal shall be in the form prescribed by, and shall contain a response to each of the areas identified in the Section L solicitation provision entitled "Submission of Proposals." The evaluation of proposals will consider the offeror's technical proposal more important than the offeror's price proposal. The Government reserves the right to award two contracts under this solicitation – one for East Coast repairs and one for West Coast repairs or one contract for both East and West Coast repairs. The contracting officer will consider offers for East and West Coast combined and may accept such an "all or none" offer if determined most advantageous to the government. Offerors are cautioned, however, that to ensure full consideration of its offer, independent pricing for the East Coast and West Coast should be submitted in addition to any "all or none" offers submitted.

(2) The technical evaluation factors are listed below and are of equal importance:

*Delivery*

*Management Approach*

*Corporate Experience*

*Past Performance*

*Shipping Containers and Transportation*

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. Offerors lacking relevant past performance history will not be evaluated favorably or unfavorably on past performance. However, the proposal of an offeror with no relevant past performance history, while not rated favorably or unfavorably for past performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other offerors. If an offeror fails to provide any past performance information which is similar in scope, magnitude and complexity to that which is detailed in the RFP or fails to affirmatively state that it possesses no relevant directly related or similar past performance, the offer may not be awardable. The Government will consider the quality of offeror's past performance. This consideration is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and other competitors to successfully meet the requirements of the RFP. In determining the rating for the past performance evaluation factor, the Government will give greater consideration to the contracts which the Government feels are most relevant to the RFP.

If the offeror's proposal is determined unacceptable in any of the technical evaluation factors and/or subfactors, the proposal may not be considered for award. The Government reserves the right to award the contract to other than the lowest priced offeror.

(3) Price Proposals will be evaluated by multiplying the offeror's proposed unit price by the "Evaluation Quantity" identified on Attachment B. The Government will evaluate the base period of performance and all option periods in total as adjusted by factors for first article flight testing (Attachment D), rent-free use of government property (Clause M02) and transportation of government retrograde material to the offeror.

**M02 -USE OF GOVERNMENT PROPERTY (NavicpMA05) (APR 2000)**

1. The term government property, as used in this clause, shall be synonymous with the term government production and research property, as defined in FAR 45.301 - Government Property. There is to be no rent-free use of government property utilized in the production of items for Foreign Military Sales, and this clause shall be inapplicable to any items designated as being for Foreign Military Sales.

2. If any government property is offered for use in this solicitation, it shall be listed in Section K08 and shall be furnished strictly on a rent-free basis; where such property is offered, offerors requiring use thereof must complete Section K08 accordingly.

3. It is possible that an offeror may intend to use, in the performance of any contract resulting from this solicitation, government property in the possession of the offeror or its subcontractors under a facilities contract or other agreement independent of this solicitation; where an offeror intends to use such property, the offeror may, at its option, utilize it on either a rental or rent-free basis in accordance with subparagraphs (A) and (B) below:

(A) Where the offeror proposes to use such property on a rental basis, it is the offeror's responsibility to obtain the necessary written permission for such use from the contracting officer having cognizance of the property and to assure that it takes into account any rental charges it will have to pay for use of the property when it sets its offer.

(B) Where the offeror proposes to use such property on a rent-free basis, it will be necessary for the government to apply an **Evaluation Factor** to its offer in order to eliminate any competitive advantage that might otherwise accrue to it as a result of such rent-free use. The evaluation factor will be computed in accordance with FAR 45.202-1. In order to qualify for such rent-free use, the offeror must submit with its offer the following information:

(1) A list or description of all government property, in the possession of the offeror or its prospective subcontractors under other contracts or agreements, which the offeror or its subcontractors propose to use on a rent-free basis;

(2) The acquisition cost of each item of government property included in such list or description;

(3) Identification of the facilities contract or other instrument under which such property is held, together with the written permission of the contracting officer having cognizance of the property for use of that property;

(4) The months during which such property will be available for the proposed use, which shall include the first, last, and all intervening months, and with respect to any such property which will be used concurrently in performance of two or more contracts, the amount of the respective uses in sufficient detail to support the computation of any credit warranted under the Use and Charges clause, FAR 52.245-9. Where an offeror fails to specify the months of use, the offeror will be deemed to have proposed an amount of use equal to the full period specified in the solicitation for performance; and

(5) The amount of rent which would otherwise be charged for such proposed use, computed in accordance with FAR 45.403.

4. An offeror who proposes to use government property on a rent-free basis in accordance with subparagraph 3.(B) above, and whose offer complies sufficiently with the requirements of that subparagraph, shall, if awarded the contract, be granted rent-free use of such property for the number of months proposed under subparagraph 3.(B) (4). Use for any greater period will not be authorized unless the offeror obtains prior authority from the contracting officer having cognizance of the property and either a fair rental is paid for such use or the contract price is reduced by an equivalent amount.

5. Except when authorized in accordance with paragraph 2 or subparagraph 3.(B) above, no use of government property shall be authorized on this contract unless such use is approved in writing by the contracting officer cognizant of the property, and either rent calculated in accordance with FAR 45.403 is charged, or the contract price is reduced by an equivalent amount.

6. Where government property is to be used on a rental basis, the government reserves the right to unilaterally modify the resultant contract to provide for use of such government property on a rent-free basis, subject to an equitable adjustment to the contract in accordance with the procedures provided for in the changes clause hereof.

7. An offeror seeking rent-free use of government property in accordance with subparagraph 3.(B) is cautioned to submit with its offer all the information required by that subparagraph. Failure to do so may result in rejection of the offer as nonresponsive.

### **M03 – EVALUATION FACTOR FOR TRANSPORTATION OF RETROGRADE MATERIAL**

1. Each offer received will be evaluated for the cost to the government of transportation of the retrograde material to the offeror.
  - A. If the offeror fails to indicate any receiving point or plant, the Government will evaluate the offer on the basis of delivery to the plant at which the contract will be performed, as indicated in the offer. If no plant is indicated in the offer, the offer will be evaluated on the basis of delivery to the Contractor's business address indicated in the offer.
  - B. For purposes of this evaluation, the Contracting Officer will assume the following percentages are applied to the category 1 evaluation quantities for retrograde material shipments. These percentages are based upon last year's

historical data and are no guarantee of future requirements. Use of such data to develop the offer's proposal is done so at the offeror's own risk.

**East Coast AIMDs:**

Naval Air Station (NAS) Brunswick, Maine	25%
NAS Jacksonville, Florida	35%
NAS Willow Grove, Pennsylvania	15%
NAS Patuxent River, Maryland	10%
NAS New Orleans, Louisiana	<u>15%</u>
Total	100%

**West Coast AIMDs:**

NAS Whidbey Island, Washington	55%
NAS Point Mugu, California	35%
NAS Kaneohe, Hawaii	<u>10%</u>
Total	100%

- C. Land methods of transportation by regulated common carrier are the normal means of transportation used by the Government for shipment within the United States. Accordingly, for purposes of evaluating offers, only these methods will be considered in establishing the transportation costs from the AIMDs in the continental United States and the offeror's receiving point. Air and land transportation will be used between NAS Kaneohe, Hawaii and the offeror's receiving point. The shipment points listed in paragraph B are tentative, they will be used for evaluation purposes only. The Government has the right to use any other means of transportation or any other shipping points at the time of shipment.

**M04 - EVALUATING OF BID FOR MULTIPLE AWARDS FAR 52.214-22 (MAR 1990)**

The clause of the Federal Acquisition Regulation set forth at FAR 52.214-22 is hereby incorporated by reference with the same force and effect as if set forth in full.

**ATTACHMENTS FOLLOW:**

**"A" - Items to be Repaired – pages 49-50**

**"B" - Pricing Sheets – pages 51-52**

**"C" – Statement of Work For Repair of P-3 Propeller Assembly Part Number 54H60-77  
– pages 53-60**

**“D” – First Article Inspection – pages 61-62**

**“E” - DD Form 1423 Contract Data Requirements List (CDRL) pages 63-65**

You May Access Text to All FAR, DFARS, NAVSUP, NAPS, and NAVICP Provisions and Clauses Electronically at  
<http://www.navicp.navy.mil/business/clauserefer.htm>