

**THIS DRAFT SOLICITATION IS POSTED FOR INDUSTRY REVIEW AND COMMENTS. QUESTIONS AND/OR COMMENTS ARE REQUESTED BY 28 AUGUST 2000.**

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**B01 - TYPE OF CONTRACT**

1. This contract is a firm-fixed price Requirements Contract consisting of a five year base ordering period and ten one year option period(s) which will be added if the contractor meets the contract performance metrics for this Performance Based Logistic (PBL) contract. Exercise of this option will be a decision made unilaterally by the Government. The contract provides all provisions for the establishment and operation of a commercial Performance Based Logistics (PBL) program applicable to and in support of the AN/AAS-44 FLIR system.

The PBL program implemented under this contract is performance based and gives the contractor program management responsibility and authority to meet program performance requirements which are specifically defined in the SOW.

The contract requirements, by line item, and priced are as stated on the schedule sheet. The Government is obligated to place orders with the contractor for the duration of the base period.

**B01 - 52.216-21 REQUIREMENTS (OCT 1995)**

- (a) This is a Requirements contract for the supplies and services specified, and effective for the period stated in the schedule. The quantities of supplies or services specified in the schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities cited in the schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause. Subject to any limitations in the Delivery Order Limitations Clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the schedule and called for by the Ordering Clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the schedule that are required to be purchased by the Government activity or activities as specified in the schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) 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 the 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.

**B03 - 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 01 Jun 2000 through 30 Sep 2005.

(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 only if authorized in the schedule.

**B04 - SUPPLIES AND SERVICES TO BE ORDERED**

(1) The contractor shall furnish to the Government items of supply/services as listed in the schedule. The Government is entitled to unilaterally order any and all items listed in the schedule, from time to time, pursuant to the conditions listed in clause B05. This shall be in accordance with the guidelines established by the contractual Statement of Work.

**B05 - PLACING AND PROCESSING ORDERS**

(a) Ordering Period

The Government may during the period commencing on the date of execution of this contract and ending 31 (month) 2006, place orders for PBL performance hereunder. Prior to the end of the base period of the contract, the PCO shall determine whether or not the contract is to be extended for an additional one year option period. Execution of the option shall be accomplished via SF-30 Contract Modification (and shall only be granted unilaterally by the PCO).

(b) Authorized Ordering Activity

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

**SECTION C – SPECIFICATIONS**

(Statement of Work)

**SECTION D - PRESERVATION, PACKAGING AND MARKING**

**D01 – PRESERVATION, PACKAGING, PACKING AND MARKING**

The Contractor shall be responsible for the packaging of Navy spares and repair parts in accordance with the requirements of MIL-STD-2073-1D. The requirements of MIL-STD-2073-1D shall only be applied to the packaging of items that are expected to enter the military distribution system. Every effort should be made to reduce plastics, in accordance with the Navy's Plastics Removal In Marine Environment (PRIME) Program, unless that protection is required for the item. Items not going into stock shall be packaged in accordance with standard commercial practice as defined in ASTM D 3951. Repairable items assigned to reusable shipping and storage containers shall be shipped in containers provided by the Navy. In the event reusable containers are not provided, the contractor shall package the items in accordance with the requirements of MIL-STD-2073-1D. Under no circumstances will the unavailability of reusable containers be an excusable delivery delay. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization. All unit, intermediate and shipping containers shall be marked in accordance with the requirements of MIL-STD-129.

Refer to the attached packaging sheets in the contract.

**SECTION E INSPECTION AND ACCEPTANCE**

**E-510 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.

**E-511 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (Inspection System MIL-Q-9858) 52.246-11**

(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-Q-9858 in effect on the contract date, which is hereby incorporated into this contract.

**E-515 RESPONSIBILITY FOR SUPPLIES 52.246-16**

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.

**E-526 INSPECTION AND ACCEPTANCE AT ORIGIN (Repairable Assemblies)**

Final inspection and acceptance of the articles or services to be furnished hereunder shall be made by the cognizant government inspector at the contractor's or subcontractor's plant.

**SECTION F – DELIVERY OR PERFORMANCE**

**F630 – DELIVERY**

Assets/performance to be provided shall be delivered, with transportation charges paid by the contractor, to the destination specified on individual demand requisitions. In accordance with the SOW, material will be shipped from the contractor's facility within the following timeframes from receipt of requisitions: 24 hours for priorities 01 – 03, 72 hours for priorities 04 – 06, and 192 hours for priorities 07 – 15.

**F-648 – TIME OF DELIVERY**

The Government requires that delivery be made in accordance with the delivery schedule set forth in the SOW.

**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 approve Class I nonconforming supplies changes.

(b) The Administrative Contracting Officer 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".

**SECTION H - SPECIAL PROVISIONS**

**H-800 NOTICE OF ASSIGNMENT**

When a contract is to be assigned pursuant to the FAR assignment of claims clause incorporated by reference in Clause I-900, 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 copies of the notice of assignment:

- A. To the administrative contracting officer 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.

**H-890 OPTION TO EXTEND EFFECTIVE PERIOD OF CONTRACT**

This solicitation anticipates award of a contract for a period of five years, with ten one year option periods. Exercise of the option, 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 current expiration date of the contract.

**H01 CONTRACT SECURITY CLASSIFICATION SPECIFICATION \***

The contractor shall, upon completion of final delivery hereunder, promptly so notify the contracting officer in writing and shall request a final military security requirements checklist (DD254). Such request shall be submitted to the contracting officer via the cognizant government inspector.

\* This clause shall apply only when DD Form 254 is attached hereto as part of the contract requirements.

**SECTION I - GENERAL PROVISIONS****I-900 INCORPORATION OF CONTRACT CLAUSES BY REFERENCE**

(A) Each of the clauses of the FAR/DFAR (Federal Acquisition Regulation/DOD Federal Acquisition Regulation Supplement) listed in paragraph (C) below that does not contain a parenthetical notation after the clause title is incorporated herein by reference and made part hereof with the same force and effect as if set forth in full.

(B) Each of the clauses of the FAR/DFAR (Federal Acquisition Regulation/DOD Federal Acquisition Regulation Supplement) listed in paragraph (C) below that contains a parenthetical notation after the clause title is, to the extent of and subject to the provisions of the parenthetical notation following the clause, incorporated herein by reference and made part hereof with the same force and effect as if set forth in full.

(C) List of clauses incorporated by reference:

Part I - FAR (48 CFR Chapter 1)

Part II - DFAR (48 CFR Chapter 2)

PART I - FAR

<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	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 \$25,000)	JAN 1997
52.203-10	Price of Fee Adjustment for Illegal or Improper Activity (Applicable to all orders over \$25,000)	JAN 1997
52.203-12	Limitations on Payments to Influence Certain Federal Transactions (Applicable to all orders over \$100,000)	JAN 1990
52.204.2	Security Requirements	AUG 1996
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	JUL 1995
52.210-5	New Material	MAY 1995
52.210-7	Used or Reconditioned Material, Residual Inventory, and Former Government Surplus Property	MAY 1995
52.211-15	Defense Priority and Allocation Requirements	SEP 1990
52.215-1	Examination of Records by Comptroller General	JUL 1995
52.215-2	Audit and Records Negotiation (Applicable to orders over \$25,000)	AUG 1996
52.215-22	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 1995
52.215-23	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 1995
52.215-24	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 1995
52.215-25	Subcontractor cost or pricing data - modifications	OCT 1995
52.215-14	Integrity of Unit Prices	OCT 1997

52.215-15	Pension Adjustments Asset Reversions	DEC 1998
52.215-30	Facilities Capital Cost of Money	SEP 1987
52.215-31	Waiver of Facilities Capital Cost of Money (applicable when contractor does not propose facilities capital cost of money)	SEP 1987
52.215-8	Order of Precedence (Applicable to negotiated contracts.)	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, Small Disadvantaged and Women Owned Small Business Concerns	OCT 1995
52.219-9	Small, Small Disadvantaged and Women Owned Small Business Subcontracting Plan (Applicable to orders over \$500,000)	AUG 1996
52.219-16	Liquidated Damages Subcontracting Plan	OCT 1995
52.222-1	Notice of 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	JUL 1995
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-26	Equal Opportunity	APR 1984
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	APR 1984
52.222-36	Affirmative Action for Handicapped Workers	APR 1984
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (Applicable to those contracts to which clause 52.222-35 applies.)	JAN 1988
52.223-3	Hazardous Material Identification and Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	JAN 1997
52.225-3	Buy American Act - Supplies	JAN 1994
52.225-10	Duty Free Entry (Applicable to orders exceeding \$100,000)	APR 1984
52.225-11	Restrictions on Certain Foreign Purchases	OCT 1996
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 (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	JAN 1991
52.229-6	Taxes - Foreign Fixed Price Contract (Applicable to contracts to be wholly or partly performed within a foreign country.)	JAN 1991
52.230-2	Cost Accounting Standards( Applicable to orders over \$500,000)	APR 1996
52.230-3	Disclosure and Consistency of Cost Accounting Practices (This clause shall be applicable to an order exceeding \$500,000 except when the price is based on established catalog or market prices of commercial items sold in substantial quantities to the general public or is set by law or regulation.)	APR 1996
52.230-6	Administration of Cost Accounting Standards	APR 1996
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	MAY 1997
52.232-9	Limitation of Withholding of Payment	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	JUL 1991
52.232-17	Interest	JUN 1996
52.232-23	Assignment of Claims	JAN 1986
52.232-23	Assignment of Claims - Alternate I	APR 1984
52.232.25	Prompt Payment	MAY 1997
52.232-33	Mandatory Information for Electronic Funds Transfer Payments	AUG 1996
52.233-1	Disputes	OCT 1995

52.233-1	Disputes - Alternate I	DEC 1991
52.233-3	Protest after award	AUG 1996
52.242-10	F.O.B. Origin - Government Bills	APR 1984
52.242-12	Report of Shipment (REPSHIP)	JUL 1995
52.242-13	Bankruptcy ( applicable over \$25,000)	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
52.244-5	Competition in Subcontracting (Applicable to orders over \$100,000)	DEC 1996
52.245-2	Government Property (Fixed Price Contracts)	DEC 1989
52.245-17	Special Tooling (Applicable to orders which require the contractor to acquire special tooling)	DEC 1989
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
52.246-2	Inspection of Supplies - Fixed Price	AUG 1996
52.246-16	Responsibility for Supplies (applicable over \$25,000)	APR 1984
52.246-23	Limitation of Liability (Applicable to orders over \$25,000)	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	AUG 1996
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)	MAR 1989
52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form)	APR 1984
52.249-2	Termination for Convenience of the Government (Fixed Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984

PART II - DFAR

<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>CLAUSE DATE</u>
252.203-7001	Special Prohibition on Employment	NOV 1995
252.204-7003	Control of Government Personnel Work Product	APR 1992
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
252.215-7000	Pricing Adjustment (Applicable to orders over \$500,000)	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 1991
252.217-7026	Identification of Sources of Supply	NOV 1995
252.219-7003	Small, Small Disadvantaged and Women Owned Small Business Subcontracting Plan (DOD Contracts). (Applicable to orders over \$500,000)	APR 1996
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7002	Safety Precautions for Ammunition and Explosives	MAY 1994
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).	DEC 1991
252.225-7007	Trade Agreements Act	JUL 1996
252.225-7008	Supplies to be Accorded Duty-Free Entry (Applicable to orders exceeding \$100,000)	DEC 1991
252.225-7009	Duty-Free-Entry--Qualifying Country End Products and Supplies	DEC 1991

252.225-7010	Duty-Free-Entry -Additional Provisions	DEC 1991
252.225-7012	Preference for Certain Domestic Commodities	NOV 1995
252.225-7014	Preference for Domestic Specialty Metals (Major Programs)	NOV 1995
252.225-7016	Restriction on Acquisition of Anti-Friction Bearings	SEP 1996
252.225-7025	Foreign Source Restrictions	SEP 1996
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 (applicable to orders calling for 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	OCT 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	NOV 1995
252.231-7000	Supplemental Cost Principles	DEC 1991
252.233-7000	Certification of Claims and Requests for Adjustment or Relief	MAY 1994
252.235-7003	Frequency Authorization	DEC 1991
252.243-7001	Pricing of Contract Modifications	DEC 1991
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	NOV 1995
252.247-7024	Notification of Transportation of Supplies by Sea	NOV 1995

### **I-905 CONFIGURATION CONTROL MIL-STD-973**

#### **1. DEFINITIONS:**

- A. As used in this clause, the term "Custodian of Configuration Documentation" is defined to include:
1. A contractor which has design control of the item;
  2. A contractor which has participated or is participating in the engineering or operational systems development of a system or high level configuration item;
  3. A contractor which has been or is being supplied with copies of the system specification and/or development specifications; and
  4. A contractor which has extensive experience in the preparation of ECP's relative to high level configuration items. Such contractors have the capability of providing to the Government the majority of the information needed to properly evaluate the merits of a complex engineering change, possibly involving interrelated changes in other configuration items.
- B. Contractors which are not able to determine their custody status shall contact the Procuring Contracting Officer (PCO) for a determination of their status as a custodian of configuration documentation.

#### **2. ENGINEERING CHANGE PROPOSALS (ECP's):**

- A. If the contractor has a current contract with the Naval Air Systems Command (NAVAIR), or with a NAVAIR weapons or systems contractor, the following procedures apply:

1. Any Engineering Change Proposal (ECP), for Class I changes, as defined in section 5.4.2 of MIL-STD-973, involving an item being procured under this contract shall be prepared, submitted, and distributed as specified in the most recent current contract with the Naval Air Systems Command (NAVAIR) or with a NAVAIR weapons or systems contractor under which the item is to be delivered or under which production support is to be furnished. The contractor shall provide notification of the approval of each such submission of Class I change to the Naval Inventory Control Office (NAVICP). Implementation of any such approved Class I change shall be made on this contract only by modification of the contract.

2. A minimum of (2) copies of each Class I ECP submitted in accordance with this clause shall be forwarded to the PCO at NAVICP.

B. If the contractor does not have a current contract with the Naval Air Systems Command (NAVAIR), or with a NAVAIR weapons or systems contractor, the contractor shall prepare and submit each ECP in accordance with MIL-STD-973 and the following procedures:

1. Contractors which are Custodians of the Configuration Documentation for the affected items shall prepare and submit each ECP as follows:

- a. Prepare any ECP in accordance with MIL-STD-973 (including specifically section 5.4.2). The required distribution (approximately 30 copies) for submission of Class I ECP's is available from the PCO. Part substitutions shall conform to MIL-STD-973 (including specifically section 5.4.5).
- b. No Class I Engineering Change shall be implemented until authorized by the PCO at NAVICP.
- c. Each Class II Engineering Change shall be submitted to the cognizant contract administration office (CAO) for concurrence in classification.

2. Contractors which are not the custodians of the Configuration Documentation for the affected items shall prepare and submit each ECP as follows:

- a. Prepare and submit any ECP in accordance with MIL-STD-973 (including specifically section 5.4.8.2). Part substitutions shall conform to section 5.4.5 of MIL-STD-793.
- b. The required distribution (approximately 25 copies) for submission of any such ECP is available from the PCO.
- c. No Engineering Change Proposal shall be implemented until authorized by the Procuring Contracting Officer (PCO).

### 3. DEVIATIONS:

A. Contractors which are Custodians of the Configuration Documentation for the affected items shall process each Request for Deviation as follows:

1. Prepare and submit any Request for Deviation in accordance with MIL-STD-973 (including specifically section 5.4.3).
2. No major or critical Deviation shall be made effective until authorized in writing by the PCO.
3. Minor Deviations shall be authorized (or disapproved) by the cognizant administration office (CAO).

B. Contractors which are not Custodians of the Configuration Documentation for the affected items shall process each Request for Deviation as follows:

1. Prepare and submit any Request for Deviation in accordance with MIL-STD-973 (including specifically section 5.4.8.3).
2. No major or critical Deviation shall be made effective until authorized in writing by the PCO.
3. Minor Deviations shall be authorized (or disapproved) by the cognizant contract administration office (CAO).

### 4. WAIVERS:

A. Contractors which are Custodians of the Configuration Documentation for the affected items shall process each Request for Waiver as follows:

1. Prepare and submit any Request for Waiver in accordance with MIL-STD-973 (including specifically section 5.4.4).

2. No major or critical Waiver shall be made effective until authorized in writing by the PCO.

3. Minor Waivers shall be dispositioned by the local Material Review Board (MRB), when properly constituted in accordance with MIL-STD-1520. In the absence of such MRB, minor Waivers shall be granted (or disapproved) by the cognizant Contract Administration Office (CAO).

B. Contractors which are not the Custodians of the Configuration Documentation for the affected items shall process each Request for Waiver as follows:

1. Prepare and submit any Request for Waiver in accordance with MIL-STD-973 (including specifically section 5.4.8.4).

2. No major or critical Waiver shall be made effective until authorized in writing by the PCO.

3. Minor Waivers shall be dispositioned by the local Material Review Board (MRB), when properly constituted in accordance with MIL-STD-1520. In the absence of such MRB, minor Deviations shall be granted (or disapproved) by the cognizant contract administration office (CAO).

**I-908 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (GIDEP)**

(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.

(B) 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".

**I-930 SUPPLIES TO BE ACCORDED DUTY - FREE ENTRY DEC 1991**

In accordance with paragraph (A) of the clause entitled "Duty Free Entry", the following supplies are hereby identified as supplies to be accorded Duty-Free entry:\_\_\_\_\_

(A) For the purpose of paragraph (K) of the clause at 252.225- 7008, the name and address of the contract administration office administering this contract:\_\_\_\_\_

(will be specified in the award)

Its activity address number is:\_\_\_\_\_

(will be specified in the award)

(B) This information is also applicable to paragraphs (D) of the clause at 252.225-7014, if that clause is applicable to this contract.

**I-931 DUTY-FREE ENTRY INFORMATION**

(A) For the purposes of paragraph (K) of the clause at 252.227-7008, the name and address of the contract administration office administering this contract are:\_\_\_\_\_

(will be specified in the award)

Its activity address number is:\_\_\_\_\_

(will be specified in the award)

(B) This information is also applicable to paragraphs (D) of the clause at 252.225-7014, if that clause is applicable to this contract.

**I-951 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:

(I) 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

(II) 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 (I) that the contractor shall correct or reperform any defective or nonconforming services and replace any defective or nonconforming parts, or (II) 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.

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

**K-1102 SMALL BUSINESS PROGRAM REPRESENTATIONS FAR 52.219-1 (JAN 1997)**

(A) (1) The standard industrial classification (SIC) code for this acquisition is \_\_\_\_\_.

(2) The small business size standard is \_\_\_\_\_.

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

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

(C) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small Business Concern" as used in this provision, 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.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, 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 or small disadvantaged 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--

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

**K-1104 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FAR 52.222-22 (APR 1984)**

The offeror represents that:

(A) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the equal opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(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.

**K-1105 AUTHORIZED NEGOTIATORS FAR 52.215-11 (APR 1984)**

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).

**K-1107 AFFIRMATIVE ACTION COMPLIANCE FAR 52.222-25 (APR 1984)**

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

**K-1109 PERCENT FOREIGN CONTENT NAVSUP 25-008**

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

**K-1111 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION FAR 52.230-1 (APR 1996)**

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.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(A) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, 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:

(1) 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 (2) one copy to the cognizant Federal auditor.

(Disclosure must be on Form Number 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 more than \$25 million (of which at least one

award exceeded \$1 million) 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 (1) 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 (2) 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 \$25 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 \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. 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 \$25 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 \$25 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

Alternate I (APR 1996). As prescribed in 30.201-3(b), add the following subparagraph (c)(5) to Part I of the basic provision:

(5) Certificate of Disclosure Statement Due Date by Educational Institution. If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

1. A Disclosure Statement Filing Due Date of \_\_\_\_\_ has been established with the cognizant Federal agency.

2. The Disclosure Statement will be submitted within the 6-month period ending \_\_\_\_\_ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed: \_\_\_\_\_.

**K-1115 CONTINGENT FEE REPRESENTATION AND AGREEMENT FAR 52.203-4**

(A) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror -

NOTE: Where the amount of an offer exceeds \$25,000, the offeror must check the appropriate boxes. For interpretation of the representation, including the term "Bona Fide Employee", see subpart 3.4 of the Federal Acquisition Regulation).

(1)  has,  has not employed or retained any person or company to solicit or obtain this contract, and

(2)  has,  has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(B) Agreement. The offeror agrees to provide information relating to the above representation as requested by the contracting officer and, when subparagraph (A)(1) or (A)(2) is answered affirmatively, to promptly submit to the contracting officer -

(1) A completed Standard Form 119, statement of contingent or other fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

**K-1116 CLEAN AIR AND WATER CERTIFICATION FAR 52.223-1 (APR 1984)**

(A) Any facility to be used in the performance of this proposed contract is , is not  listed on the environmental protection agency list of violating facilities; (B) the offeror will immediately notify the officer, before award, of the receipt of any communication from the administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA list of violating facilities, and (C) the offeror will include a certification substantially the same as this certification, including this paragraph (C), in every nonexempt subcontract.

**K-1118 GOVERNMENT PROPERTY REQUIRED FOR USE**

If, in the performance of this contract, an offeror will require the use of any of the government property offered for use in Clause L-1265, the offeror shall indicate below the particular property required and the number of months such use 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. An offeror failing to complete this clause will be deemed to require no use of the Government property set forth in Clause L-1265. 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 listed in Clause L-1265 shall indicate the particular property needed.

The offeror  will  will not require the use of the government property set forth in Clause L-1265. 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 if the property required is less than all the property offered for use):

**K-1123 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:

TABLE

<u>Line Items</u> (1)	<u>National Stock Number</u> (2)	<u>Commercial Item (Y or N)</u> (3)	<u>Source of Supply</u>			<u>Actual 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.

**K-1126 TRANSPORTATION AND MATERIAL SOURCE INFORMATION**

(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):

\_\_\_\_\_

\_\_\_\_\_

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**K-1128 CERTIFICATION OF NON-SEGREGATED FACILITIES 52.222-21 (APR 1984)**

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.

**K-1129 BUY AMERICAN CERTIFICATION 52.225-1 (DEC 1989)**

The offeror certifies that each product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act - Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded end products:	Country or origin
_____	_____
_____	_____
_____	_____

(List as necessary)

Offerors may obtain from the contracting officer lists of articles, materials, and supplies excepted from the Buy American Act (listed at 25.108 of the Federal Acquisition Regulation).

**K-1130 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DOD CONTRACTS) DFARS 252.219-7000 (APR 1994)**

(A) Definition.

“Small disadvantaged business concern,” as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern --

- (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
- (2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and
- (3) Whose management and daily business operations are controlled by one or more such individuals.

(B) Representations.

Check the category in which your ownership falls --

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)

\_\_\_\_\_ Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)

\_\_\_\_\_ Black American (U.S. citizen)

\_\_\_\_\_ Hispanic American (U.S citizen with origins from South America, Central America,

Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

\_\_\_\_\_ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act

\_\_\_\_\_ Other

(C) Certifications.

Complete the following --

(1) The offeror is \_\_\_\_\_ is not \_\_\_\_\_ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has \_\_\_\_\_ has not \_\_\_\_\_ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was \_\_\_\_\_ and the offeror --

\_\_\_\_\_ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

\_\_\_\_\_ Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(D) Penalties and Remedies.

Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall --

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

**K-1135 RECOVERED MATERIAL CERTIFICATION FAR 52.223-4 (MAY 1995)**

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.

**K-1137 TYPE OF BUSINESS ORGANIZATION FAR 52.215-6 (JULY 1987)**

(A) The offeror by checking the applicable box, represents that it operates as ( ) corporation incorporated under the laws of the state of \_\_\_\_\_, ( ) an individual, ( ) a partnership, ( ) a nonprofit organization or ( ) a joint venture.

(B) If the offeror or quoter is a foreign entity, it operates as ( ) an individual, ( ) a partnership, ( ) non-profit organization, ( ) joint venture, ( ) corporation registered for business in \_\_\_\_\_.

**K-1141 PLACE OF PERFORMANCE**

(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:

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

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

**K-1161 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS FAR 52.212-3 (JAN 1997)**

(a) Definitions. As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

“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 size standards in this solicitation.

“Small disadvantaged business concern” means a small business concern that --

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe of Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

“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.

“Women-owned business concern” means a concern 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 whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M).

(1) Taxpayer Identification Number (TIN).

- TIN:\_\_\_\_\_.
- TIN has been applied for.
- TIN is not required because:

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

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of a Federal, state, or local government;
- Other. State basis.\_\_\_\_\_

(2) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

- Other corporate entity;
- Not a corporate entity:
  - Sole proprietorship
  - Partnership
  - Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common Parent.

- Offeror is not owned or controlled by a common parent:
- Name and TIN of common parent:

Name\_\_\_\_\_

TIN\_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

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

(2) Small disadvantaged business concern. The offeror represents that it ( ) is, ( ) is not a small disadvantaged business concern.

(3) Women-owned small business concern. The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern. The offeror represents that it ( ) is, ( ) is not, a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(i i) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror’s number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror’s average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
___ 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

(d) Certifications and representations required to implement provisions of Executive Order 11246 --

(1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000) --

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous Contracts and Compliance. The offeror represents that --

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(3) Affirmative Action Compliance. The offeror represents that --

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2a), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resulting contract.

(f) Buy American Act - Trade Agreements - Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act - Trade Agreement - Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program":

\_\_\_\_\_ (insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program":

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(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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-----	-----

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program":

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(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision,

offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementaion Act - Balance of Payments Program":

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(Insert line item numbers }

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government 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; and ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

**K-1162 PRICING INFORMATION (NAVSUP 15-054)**

(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:

Date Released    Date of Anticipated Release    Contract No.    Production Lot No.

(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.

**K-1171 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.

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(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:

<u>Item</u>	<u>Quantity</u>	<u>Quotation</u>	<u>Total</u>	<u>Price</u>
-----	-----	-----	-----	-----
-----	-----	-----	-----	-----
-----	-----	-----	-----	-----
-----	-----	-----	-----	-----

(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.

**K-1185 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.

**K-1186 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM FAR 52.219-21 (JAN 1997)**

Complete only if the offeror has certified itself under the clause at FAR 52.219-1 (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 twelve (12) months or offeror's average annual gross revenue for the last three (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

**K-1187 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
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_____	_____
_____	
_____	

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

\_\_\_\_\_



**SECTION - L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****L-1201 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>
52.211-6	Listing of Used or Reconditioned Material, Residual Inventory, And Former Government Surplus Property	MAY 1995
52.215-5	Solicitation Definitions	JUL 1987
52.215-7	Unnecessarily Elaborate Proposals or Quotations	APR 1984
52.215-8	Amendments to Solicitations	DEC 1989
52.215-9	Submission of Offers	MAR 1997
52.215-10	Late Submissions, Modifications and Withdrawal of Proposals	MAR 1997
52.215-12	Restriction on the Disclosure and Use of Data	APR 1984
52.215-13	Preparation of Offers	APR 1984
52.215-14	Explanation to Prospective Offerors	APR 1984
52.215-15	Failure to Submit an Offer	JUL 1995
52.215-16	Contract Award	OCT 1995
52.215-18	Facsimile Proposals	DEC 1989
52.215-33	Order of Precedence	JAN 1986
52.216-1	Type of Contract (The words firm fixed-price are hereby inserted in the blank in this clause).	APR 1984

**L-1205 TRANSMITTAL OF OFFERS**

Offerors whose proposal or modifications thereto are transmitted in envelopes other than those furnished with the solicitation, or which are enclosed in packaging external to the envelope furnished with the solicitation, are cautioned to label such 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.

Attention is directed to the solicitation clause covering late bids, or late proposals, as appropriate. Decisions of the Comptroller General of the United States categorically prohibits consideration of proposals which arrive at the bid room after the exact time set for receipt and which are sent by means other than the U. S. mail. Offerors electing to use such means are thus under an absolute duty to insure timely arrival of their proposals at the bid room designated in the solicitation.

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.

**L-1206 USE OF GOVERNMENT PROPERTY IN OFFEROR'S POSSESSION**

If the offeror intends to use in the performance of the work required hereunder any government-owned facilities, special test equipment, or special tooling, it shall so advise in its response hereto 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 obtain and then include in its proposal, the written concurrence in its proposed use of the property from the contracting officer having cognizance of such property.

**L-1207 REQUESTS FOR INFORMATION**

Offerors may submit inquiries on this procurement by writing or calling (collect calls not accepted) to NAVICP, 700 Robbins Avenue, Philadelphia, PA 19111, ATTN: Tom Kendra, Code 0233.04 at (215) 697-1383 or FAX (215) 697-1227.

**L-1211 SERVICE OF PROTEST 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.

**L-1220 AWARD OF TOTAL ITEM QUANTITIES**

Any award(s) resulting from this solicitation will be made for the total quantity of each item for which award is made. Offers are not solicited on partial quantities of an item, and; if this solicitation is an IFB, a bid on only part of the quantity specified for an item will be rejected as non-responsive as to such item. Unless otherwise specified above, this clause is applicable to each item of the solicitation.

**L-1221 ACCEPTANCE PERIOD**

(A) If this solicitation is an IFB, any offeror allowing less than the number of sixty 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 sixty 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 Best and Final offers submitted hereunder and shall run from the date fixed for receipt of Best and Final offers.

**L-1225 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER REPORTING**

In the block with its name and address, the offeror should supply the Data Universal Numbering System (DUNS) number applicable to that name and address. The DUNS number should be preceded by DUNS. If the offeror does not have a DUNS number, it may obtain one from any Dun and Bradstreet Branch Office. No offeror should delay the submission of its offer pending receipt of its DUNS number.

**DUNS Number:** \_\_\_\_\_

**L-1233 SMALL BUSINESS SIZE STANDARD**

The classification code and applicable Small Business Employment Size Standard for the articles required herein, are code 3661, and employment size standard (number of employees) 1,000. As set forth herein, and in Federal Acquisition Regulation 19.102.

**L-1240 RATED OR AUTHORIZED CONTROLLED MATERIAL ORDERS**

Any contract resulting from this solicitation will be a rated contract with the following rating issued in accordance with the provisions of Defense Priorities and Allocations System (DPAS).

DX/DO Rating: Such contract is certified for national defense use under defense priorities and allocations system regulations as appropriate.

DO Rating: DO-A7

Such contract is certified for national defense use under Defense Material System Regulation 1 or Defense Priorities Systems Regulation 1, as appropriate.

**L-1257 DRAWINGS ARE NOT AVAILABLE**

Part numbers specified are numbers of manufacturer(s) noted. Drawings and detailed information concerning these are not available at the NAVICP.

**L-1261 TELEGRAPHIC COMMUNICATIONS**

Offerors are cautioned to address telegraphic modification, withdrawals, and when authorized by Clause L-1263 of the solicitation, telegraphic offers, to the attention of the Bid Room (in the case of RFP's).

**L-1263 TELEGRAPHIC OFFERS 52.215-17 (JUL 1987)**

Telegraphic offers may be submitted in response to this solicitation. A telegraphic proposal must be received in this office prior to the time specified as the closing time for receipt of proposals. Such an offer must specifically refer to this solicitation, must include the item or sub-items, quantities, and unit prices for which the offer is submitted and the time and place of delivery, and must contain all representations and other information required by the solicitation, together with a statement that the offeror agrees to all the terms and conditions and provisions of this solicitation. Failure to furnish, in the telegraphic offer, the representations, and information required by the solicitation may preclude consideration of the offer for award. Signed copies of the offer must be furnished in confirmation of the telegraphic offer. The FAX number is (215) 697-2107. **MARK TO THE ATTENTION: BID ROOM (RFP)**

**L-1264 PRE-AWARD ON SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW 52.222-24 (APR 1984)**

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.

**L-1265 GOVERNMENT PROPERTY OFFERED FOR USE**

The following government production and research property is hereby offered for use on a rent-free basis to any offeror who may require it in the performance of this contract. Offerors requiring the use of this property on a contract resulting from this solicitation shall, by completing of Clause K-1118, indicate the property required and the number of months such property will be needed. In order to eliminate any competitive advantage that might otherwise arise from the use of this property, a monthly evaluation factor, listed below, shall be added to all offerors requiring rent-free use of the property for the number of months such use is required.

<u>Description of Property will be available</u>	<u>Qty</u>	<u>Evaluation Factor Per Month</u>	<u>Location</u>	<u># of Days After Contract Award when the Property</u>
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Notwithstanding any other contractual provision that may state or imply otherwise, any transportation charges involving the above-listed property will be borne by the contractor.

**L-1237 SUBMISSION OF INVOICES**

(a) Contractor's invoices shall be prepared and submitted in quadruplicate to the:

Defense Finance and Accounting Service - Columbus Center  
DFAS - CO/Bunker Hill Division  
P.O. Box 182077  
Columbus, OH 43218-2077

(b) Invoices shall contain the contract number, order number, description of services, quantity, unit price and extended total price.

(c) Payment will be made by the Finance Office designated in paragraph (a) above.

**L04 FACILITIES**

(a) The contractor is authorized to use in the performance of this contract on a no-charge-for-use basis the facilities under Facilities Contract Number \_\_\_\_\_ subject to the terms and conditions of such facilities contract.

(b) The contractor warrants that the prices inserted in each order hereunder will not include any factor for the rental of such facilities or for the depreciation or amortization of such facilities.

(c) If the said facilities are withdrawn from the contractor by the Government, or if permission to use on a no-charge-for-use basis is withdrawn from the contractor at any time prior to or during the furnishing by the contractor of the supplies called for in orders hereunder, the price and delivery schedule therein stated shall be equitably adjusted and shall be evidenced by a Supplemental Agreement thereto. Failure to agree upon such equitable adjustment in price and delivery shall constitute a dispute covering a question of fact within the meaning of the clause of the contract entitled "Disputes".

(d) The Contracting Officer hereby determines that the use of Government furnished facilities on a no-charge-for-use basis hereby authorized meets the requirements of the Federal Acquisition Regulation.

**L-1282 NOTICE OF PROGRESS PAYMENTS 52.232-16 (JUL 1991)**

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 1 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 the contract costs.

**L05 SUBMISSION OF PROPOSALS**

**I. General**

Offerors are required to submit a single proposal composed of three separate parts as follows:

Part I - Past Performance Proposal - Original and two (2) copies to include all data and information required for evaluation, and exclude any reference to the pricing aspects of the offer. Each page of each copy should be affixed with the following legend:

SOURCE SELECTION INFORMATION

SEE FAR 3.104

Part II - Technical Performance Proposal - Original and two (2) copies to include all data and information required for evaluation in meeting the Government's required Reliability and Delivery Plan. Each page of each copy should be affixed with the following legend:

**SOURCE SELECTION INFORMATION**

SEE FAR 3.104

Part III - Price Proposal - to include the completed solicitation documents.

Important Notes:

- (1) Offerors must 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 past performance proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, the offeror shall identify the person's firm, the relationship of that firm to the offeror, and the portion of the technical proposal the person wrote.
- (3) The entire proposal, both cost and technical and including all tables of contents and appendices, may not exceed 100 pages. Any portion of the proposal extending beyond 100 pages will not be considered in the evaluation process.

**II. Requirements For Proposal Content**

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

(2) The proposals shall be submitted subject to the following identification and qualities:

<u>Identification</u>	<u>Number of Copies</u>
Part I - Past Performance	Original and 2 copies
Part II- Technical Performance	Original and 2 copies
Part III - Price	Original

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

(4) If the offeror chooses to submit its Past performance Proposal and Price Proposal in separate volumes, the cover of each volume shall contain the following items:

- Title of Proposal
- Proposal Category (Past Performance or Price)
- Volume Number
- RFP Number
- Name and Address of Offeror
- Identification of copies bearing original signatures

**III. Proposal Content**

(1) Part I - Past Performance

The offeror shall describe its past performance on directly related or similar DOD or commercial contracts it has held within the last five (5) years which are of similar scope, magnitude and complexity to that which is detailed in the RFP. Offerors which describe similar contracts shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of the RFP. The offeror shall provide the following information regarding its past performance:

- A. Contract number(s)
- B. Name and reference point of contact of the DOD or commercial entity for which the contract was performed.
- C. Dollar value of the contract.
- D. Detailed description of the work performed.
- E. Names of subcontractor(s) used, if any, and a description of the extent of work performed by the subcontract (s).
- F. 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.
- G. For the contracts identified in response to (A) above, provide the following information:

(1) The actions, techniques and methods used to identify and minimize risk in performance of the requirements of the Statement of Work (SOW): and

(2) The actual success of the actions, techniques and methods used in mitigating risks..

(2) Part II - Technical Performance - Offerors shall demonstrate an ability to meet the required Reliability Improvements and Delivery requirements as set forth in the RFP. Offers are invited to propose improved delivery and reliability plans other than as required in the RFP. Offerors shall address the risks in proposing these improvements and the methods that they will employ to overcome or mitigate those risks.

(3) Part III - Price proposal - The completed solicitation documents.

**SECTION M EVALUATION FACTORS FOR AWARD****M-1300 USE OF GOVERNMENT PROPERTY**

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 Clause L-1265 and shall be furnished strictly on a rent-free basis; where such property is offered, offerors requiring use thereof must complete Clause K-1118.
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.

#### M01- EVALUATION CRITERIA AND BASIS FOR AWARD

The Government intends to make a single award to the eligible, responsible, technically acceptable offeror(s) whose offer, conforming to the solicitation, is determined most advantageous to the Government Price and past performance considered. 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 ". Only those proposals prepared in accordance with the solicitation will be evaluated. The evaluation will consider past performance and technical performance as equally important but more important than price. The Government reserves the right to award the contract to other than the lowest price offer.

1) PAST PERFORMANCE. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and other competitors to successfully meet the requirements of the RFP.

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside the Government . Offerors lacking relevant past performance history will receive a neutral rating for past performance. However, the proposal of an offeror with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposal of other offerors. The offeror must provide the information requested in the Provision entitled "Submission of Proposals" in section L for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offeror failing to provide the past performance information or to assert that it has no relevant directly related or similar past performance will be considered ineligible for award.

(2) TECHNICAL PERFORMANCE. The Government will evaluate the quality of the offeror's technical proposal. The assessment of the offeror's delivery plan and reliability improvement plan 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. The offeror must provide the information requested in the Provision entitled "Submission of Proposals" in section L for technical performance evaluation. An offeror failing to provide the technical performance information will be considered ineligible for award.

(3) PRICE. Price is a secondary factor after past performance and technical performance.

Section "J"

**THE LIST OF ATTACHMENTS IS AS FOLLOWS:**

(TO BE DETERMINED)