

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 109 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. N00421-12-R-0004		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 14 Feb 2012		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAVAL AIR WARFARE CENTER AD (PAX) CODE 2.5.1.8.4 BLDG 441 21983 BUNDY ROAD PATUXENT RIVER MD 20670  TEL: SEE SECTION A FAX: (301) 757-6516				8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE		TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>BLDG 441 NAS Patuxent River</u> until <u>02:00 PM</u> local time <u>30 Mar 2012</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)				C. E-MAIL ADDRESS			
<b>11. TABLE OF CONTENTS</b>											
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)		
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<b>OFFER (Must be fully completed by offeror)</b>											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE			
<b>AWARD (To be completed by Government)</b>											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE			

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

## Section A - Solicitation/Contract Form

CONTACT INFORMATION

Block 5:	Contract Specialist:	Adam B. Caudle
	Code:	AIR-2.5.1.8.4
	Phone Number:	(301)757-7345
	Facsimile Number	(301)757-8988
	Email Address:	<a href="mailto:adam.caudle@navy.mil">adam.caudle@navy.mil</a>
Block 7:	TIN Number:	
	DUNS Number:	
	Point of Contact	
	Telephone:	
	Facsimile Number:	
	Email Address:	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BRU-32 B/A Ejector Bomb Racks FFP P/N 1534AS7000. Each rack includes two 14-inch Hooks (P/N 1534AS7205) and two 30-inch hooks (P/N 1534AS485). Recommended stepladder pricing quantities: 1-105, 106-210, 211-315, 316-420 FOB: Origin		Each		
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	BRU-32 B/A Periodic Production Sample FFP BRU-32 B/A Ejector Bomb Rack Periodic Production Samples, including two 14-inch Hooks and two 30-inch Hooks. Two periodic production samples shall be delivered for each lot of B/A bomb racks numbering one hundred (100) or less. Quantity is To Be Determined (TBD) based on the quantity in item 0001. FOB: Destination		Each		
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	First Article Test - 14-inch Hooks FFP First Article Testing on 14-inch Hooks (P/N 1534AS7205). Not Separately Priced (NSP). FOB: Destination	25	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	First Article Test 30-inch Hooks FFP First Article testing on 30-inch Hooks (P/N 1534AS485). Not Separately Priced (NSP). FOB: Destination	25	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Production Lot Sample - 14-inch Hooks FFP Production Lot sample on 14-inch Hooks (P/N 1534AS7205) for item 0001. Three (3) each for every lot of 100 or less Production Hooks. Quantity is To Be Determined (TBD), based on quantity in item 0001. Not Separately Priced (NSP). FOB: Destination		Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Production Lot Sample - 30-inch Hooks FFP Production lot sample on 30-inch Hooks (P/N 1534AS485) for item 0001. Three (3) each for every lot of 100 or less Production Hooks. Quantity is To Be Determined (TBD), based on quantity in item 0001. Not Separately Priced (NSP). FOB: Destination		Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	First Article Test Units - BRU-32 B/A FFP First article test units for BRU-32B/A Ejector Bomb Rack (P/N 1534AS7000). FOB: Destination	2	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Technical Data for Items 0001-0007 FFP Technical data to be submitted in accordance with Contract Data Requirements List (CDRL) DD Form 1423. See Exhibit A. Not Separately Priced (NSP). FOB: Destination	1	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Program Protection Implementation Plan FFP In accordance with CDRL A005, contained in Exhibit A. Not Separately Priced (NSP). FOB: Destination	1	Lot		
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					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101 OPTION	BRU-32 B/A Ejector Bomb Racks FFP P/N 1534AS7000. Each rack includes two 14-inch Hooks (P/N 1534AS7205) and two 30-inch Hooks (P/N 1534AS485). Recommended stepladder pricing quantities: 1-105, 106-210, 211-315, 316-420 FOB: Origin		Each		
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					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102			Each		
OPTION	BRU-32 B/A Periodic Production Sample FFP BRU-32 B/A Ejector Bomb Rack Periodic Production Samples, including two 14-inch Hooks and two 30-inch Hooks. Two periodic production samples shall be delivered for each lot of bomb racks numbering one hundred (100) or less. Quantity is To Be Determined (TBD) based on the quantity in item 0101. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103		25	Each		
OPTION	First Article Test - 14-inch Hooks FFP First Article Testing on 14-inch Hooks (P/N 1534AS7205). This CLIN is a placeholder, in the event that First Article Testing is required in the outyears (due to changes in heat lots, etc.). Not Separately Priced (NSP). FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104		25	Each		
OPTION	First Article Test 30-inch Hooks FFP First Article testing on 30-inch Hooks (P/N 1534AS485). This CLIN is a placeholder, in the event that First Article Testing is required in the outyears (due to changes in heat lots, etc.). Not Separately Priced (NSP). FOB: Destination				
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NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0105			Each		
OPTION	Production Lot Sample - 14-inch Hooks FFP Production Lot sample on 14-inch Hooks (P/N 1534AS7205) for item 0101. Three (3) each for every lot of 100 or less Production Hooks. Quantity is To Be Determined (TBD), based on quantity in item 0101. Not Separately Priced (NSP). FOB: Destination				
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NET AMT					



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0106			Each		
OPTION	Production Lot Sample - 30-inch Hooks FFP Production lot sample on 30-inch Hooks (P/N 1534AS485) for item 0101. Three (3) each for every lot of 100 or less Production Hooks. Quantity is To Be Determined (TBD), based on quantity in item 0101. Not Separately Priced (NSP). FOB: Destination				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0107			Lot		
OPTION	Technical Data for Items 0101-0106 FFP Technical data to be submitted in accordance with Contract Data Requirements List (CDRL) DD Form 1423. See Exhibit A. Not Separately Priced (NSP). FOB: Destination				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201			Each		
OPTION	BRU-32 B/A Ejector Bomb Racks FFP P/N 1534AS7000. Each rack includes two 14-inch Hooks (P/N 1534AS7205) and two 30-inch Hooks (P/N 1534AS485). Recommended stepladder pricing quantities: 1-105, 106-210, 211-315, 316-420 FOB: Origin				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202			Each		
OPTION	BRU-32 B/A Periodic Production Sample FFP BRU-32 B/A Ejector Bomb Rack Periodic Production Samples, including two 14-inch Hooks and two 30-inch Hooks. Two periodic production samples shall be delivered for each lot of bomb racks numbering one hundred (100) or less. Quantity is To Be Determined (TBD) based on the quantity in item 0201. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203		25	Each		
OPTION	First Article Test - 14-inch Hooks FFP First Article Testing on 14-inch Hooks (P/N 1534AS7205). This CLIN is a placeholder, in the event that First Article Testing is required in the outyears (due to changes in heat lots, etc.). Not Separately Priced (NSP). FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0204		25	Each		
OPTION	First Article Test 30-inch Hooks FFP First Article testing on 30-inch Hooks (P/N 1534AS485). This CLIN is a placeholder, in the event that First Article Testing is required in the outyears (due to changes in heat lots, etc.). Not Separately Priced (NSP). FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0205			Each		
OPTION	Production Lot Sample - 14-inch Hooks FFP Production Lot sample on 14-inch Hooks (P/N 1534AS7205) for item 0201. Three (3) each for every lot of 100 or less Production Hooks. Quantity is To Be Determined (TBD), based on quantity in item 0201. Not Separately Priced (NSP). FOB: Destination				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0206			Each		
OPTION	Production Lot Sample - 30-inch Hooks FFP Production lot sample on 30-inch Hooks (P/N 1534AS485) for item 0201. Three (3) each for every lot of 100 or less Production Hooks. Quantity is To Be Determined (TBD), based on quantity in item 0201. Not Separately Priced (NSP). FOB: Destination				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0207			Each		
OPTION	Technical Data for Items 0201-0206 FFP Technical data to be submitted in accordance with Contract Data Requirements List (CDRL) DD Form 1423. See Exhibit A. Not Separately Priced (NSP). FOB: Destination				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301	BRU-32 B/A Ejector Bomb Racks		Each		
OPTION	FFP P/N 1534AS7000. Each rack includes two 14-inch Hooks (P/N 1534AS7205) and two 30-inch Hooks (P/N 1534AS485). Recommended stepladder pricing quantities: 1-105, 106-210, 211-315, 316-420 FOB: Origin				
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					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302	BRU-32 B/A Periodic Production Sample		Each		
OPTION	FFP BRU-32 B/A Ejector Bomb Rack Periodic Production Samples, including two 14-inch Hooks and two 30-inch Hooks. Two periodic production samples shall be delivered for each lot of bomb racks numbering one hundred (100) or less. Quantity is To Be Determined (TBD) based on the quantity in item 0301. FOB: Destination				
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					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303		25	Each		
OPTION	First Article Test - 14-inch Hooks FFP First Article Testing on 14-inch Hooks (P/N 1534AS7205). This CLIN is a placeholder, in the event that First Article Testing is required in the outyears (due to changes in heat lots, etc.). Not Separately Priced (NSP). FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0304		25	Each		
OPTION	First Article Test 30-inch Hooks FFP First Article testing on 30-inch Hooks (P/N 1534AS485). This CLIN is a placeholder, in the event that First Article Testing is required in the outyears (due to changes in heat lots, etc.). Not Separately Priced (NSP). FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0305			Each		
OPTION	Production Lot Sample - 14-inch Hooks FFP Production Lot sample on 14-inch Hooks (P/N 1534AS7205) for item 0301. Three (3) each for every lot of 100 or less Production Hooks. Quantity is To Be Determined (TBD), based on quantity in item 0201. Not Separately Priced (NSP). FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0306			Each		
OPTION	Production Lot Sample - 30-inch Hooks FFP Production lot sample on 30-inch Hooks (P/N 1534AS485) for item 0301. Three (3) each for every lot of 100 or less Production Hooks. Quantity is To Be Determined (TBD), based on quantity in item 0201. Not Separately Priced (NSP). FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0307			Lot		
OPTION	Technical Data for Items 0301-0306 FFP Technical data to be submitted in accordance with Contract Data Requirements List (CDRL) DD Form 1423. See Exhibit A. Not Separately Priced (NSP). FOB: Destination				

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NET AMT

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.204-9501 NATIONAL STOCK NUMBERS (NAVAIR)(MAR 2007)**

(a) This clause applies to supplies that are stock numbered under Federal Catalog System procedures.

(b) Unless otherwise authorized by the Contracting Officer, in writing, the Contractor shall not deliver any supplies until the supplies have been marked with a National Stock Number. All available National Stock Numbers will be furnished by the Government. If National Stock Numbers are not furnished by the Government in time to meet the delivery schedule for the supplies, the Contractor may present the supplies that are scheduled for delivery to the Contracting Officer for acceptance. The Contracting Officer may accept such supplies without National Stock Numbers and the Government will pay the Contractor, provided that title to the supplies is vested in the Government.

(c) The term "Federal Stock Number" (FSN), which may be referred to in the specifications of this contract or elsewhere in this contract, shall mean "National Stock Number" (NSN), and the term "Federal Item Identification Number", wherever it appears, shall mean "National Item Identification Number".

(As used in the foregoing clause, the term "Contracting Officer" shall mean the "Administrative Contracting Officer" (ACO) with respect to provisioned items and other supplies ordered by the ACO.)

## STATEMENT OF WORK

### **Section C – Description and Specifications**

Items 0001, 0002, 0003, 0004, 0005, 0006, and 0007, and Option Items 0101, 0102, 0103, 0104, 0105, 0106, 0201, 0202, 0203, 0204, 0205, 0206, 0301, 0302, 0303, 0304, 0305, and 0306:

The Contractor shall provide supplies/services in accordance with the Attachment (1) Statement of Work and the Attachment (4) Technical Data Package, to Support the requirements of NAVAIR PMA-265

Items 0008, 0009, and Option Items 0107, 0207, and 0307:

The data to be furnished hereunder shall be in accordance with Exhibit A, DD Form 1423, Contract Data Requirements List (CDRL) and the Attachment (1) Statement of Work.



## Section D - Packaging and Marking

Items 0001, 0002, 0003, 0004, 0005, 0006, and 0007, and Option Items 0101, 0102, 0103, 0104, 0105, 0106, 0201, 0202, 0203, 0204, 0205, 0206, 0301, 0302, 0303, 0304, 0305, and 306:

Packaging and marking shall be in accordance with NAVAIR Clauses 5252.247-9502, 5252.247-9503, 5252.247-9508, and 5252.247-9509, and all guidance provided in the Attachment (1) Statement of Work.

Items 0008, 0009, and Option Items 0107, 0207, and 0307:

The Data to be furnished hereunder shall be packaged, packed, and marked in accordance with NAVAIR clauses 5252.247-9507 and 5252.247-9514, and Exhibit (A), DD Form 1423, contract Data Requirements List (CDRL).

## CLAUSES INCORPORATED BY FULL TEXT

**5252.247-9502 UNPACKING INSTRUCTIONS: COMPLEX OR DELICATE EQUIPMENT (NAVAIR) (OCT 1994)**

(a) Location on Container. When practical, one set of the unpacking instructions will be placed in a heavy water-proof envelope prominently marked "UNPACKING INFORMATION" and firmly affixed to the outside of the shipping container in a protected location, preferably between the cleats on the end of the container adjacent to the identification marking. If the instructions cover a set of equipment packed in multiple containers, the instructions will be affixed to the number one container of the set. When the unpacking instructions are too voluminous to be affixed to the exterior of the container, they will be placed inside and directions for locating them will be provided in the envelope marked "UNPACKING INFORMATION".

(b) Marking Containers. When unpacking instructions are provided, shipping containers will be stenciled "CAUTION - THIS EQUIPMENT MAY BE SERIOUSLY DAMAGED UNLESS UNPACKING INSTRUCTIONS ARE CAREFULLY FOLLOWED. UNPACKING INSTRUCTIONS ARE LOCATED (state where located)." When practical, this marking will be applied adjacent to the identification marking on the side of the container.

(c) Marking. All shipping containers will be marked in accordance with [MIL-STD-129](#).

## CLAUSES INCORPORATED BY FULL TEXT

**5252.247-9503 MARKING OF WARRANTED ITEMS (NAVAIR) (OCT 2005)**

(a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage, and MIL-STD-130, Identification Marking of U.S. Military Property, current at the date of award. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.

(b) Each item covered by a warranty shall have a written notice attached to or furnished with the warranted item, and marked with the following:

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

**5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR) (OCT 2005)**

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

**5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

**5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR)(JUL 1998)**

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:

Marking of Shipments:

Stencil on containers in one-inch (1") high letters: "PACKAGED FOR SHIPMENT. NOT SUITABLE FOR STORAGE"

First Article Samples Shall be clearly marked "First Article Samples for Contract Number TBD" on containers and shipping documents.

Consignment:

Items 0001, 0101, 0201, and 0301- For each lot of one hundred (100) units or fewer, the contractor is authorized to ship in place and hold at no additional cost to the Government until such time as the Production Lot Sample testing has been accepted by DCMA.

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading, which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

**5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR) (SEP 1999)**

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

## Section E - Inspection and Acceptance

**SECTION E SPECIAL INSTRUCTIONS**

Items 0001, 0002, 0003, 0004, 0005, 0006, and 0007, and Option Items 0101, 0102, 0103, 0104, 0105, 0106, 0201, 0202, 0203, 0204, 0205, 0206, 0301, 0302, 0303, 0304, 0305, and 0306:

Inspection and acceptance shall be in accordance with the guidance provided in the Attachment (1) Statement of Work and the additional Guidance provided herein.

Items 0008, 0009, and Option Items 0107, 0207, and 0307:

Inspection and Acceptance shall be in accordance with the Exhibit (A) CDRLS.

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0101	Origin	Government	Origin	Government
0102	Destination	Government	Destination	Government
0103	Destination	Government	Destination	Government
0104	Destination	Government	Destination	Government
0105	Destination	Government	Destination	Government
0106	Destination	Government	Destination	Government
0107	Destination	Government	Destination	Government
0201	Origin	Government	Origin	Government
0202	Destination	Government	Destination	Government
0203	Destination	Government	Destination	Government
0204	Destination	Government	Destination	Government
0205	Destination	Government	Destination	Government
0206	Destination	Government	Destination	Government
0207	Destination	Government	Destination	Government
0301	Origin	Government	Origin	Government
0302	Destination	Government	Destination	Government
0303	Destination	Government	Destination	Government
0304	Destination	Government	Destination	Government
0305	Destination	Government	Destination	Government

0306	Destination	Government	Destination	Government
0307	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

### **52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)**

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

Title	Number	Date	Tailoring	
[X] AS 9100 C	N/A	Current	N/A	
[X] ISO 9002	N/A	Current	N/A	
[ ] _____	_____	_____	_____	
[ ] _____	_____	_____	_____	

[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.]

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)**

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by [the cognizant DCMA office].

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)**

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed

by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled [Not Applicable (N/A)]. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

#### CLAUSES INCORPORATED BY FULL TEXT

##### **5252.246-9516 SPECIAL DISTRIBUTION OF DD FORM 250 (NAVAIR) (OCT 2005)**

Copies of the Material Inspection and Receiving Reports (DD Form 250) required to be delivered by the contractor shall also be delivered to the following:

<u>Activity</u>	<u>Address</u>
<u>PEO (T) PMA-265</u> <u>Attn: Russell Dreher</u>	<u>Building 2272, Unit IPT, Suite 445</u> 47123 Buse Road Patuxent River, MD 20670 <a href="mailto:Russell.Dreher@navy.mil">Russell.Dreher@navy.mil</a>
National Technologies Associates, Inc. Attn: Michael Orr	22738 Maple Road, Suite 105 Lexington Park, MD 20653 <a href="mailto:morr@ntalex.com">morr@ntalex.com</a> <a href="mailto:michael.w.orr.ctr@navy.mil">michael.w.orr.ctr@navy.mil</a>

#### CLAUSES INCORPORATED BY FULL TEXT

##### **5252.246-9528 INSPECTION AND ACCEPTANCE (SPECIAL CONDITIONS) (NAVAIR) (OCT 2005)**

(a) Initial inspection of the supplies to be furnished hereunder shall be made by [DCMA] at the contractor's or subcontractor's plant located at [TBD]. Final inspection and acceptance shall be made by [DCMA] within [1 day] after [acceptance production for lot sample units required by Item 0002, and Option Items 0102, 0202, and 0302].

(b) Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test prior to shipment. Final inspection and acceptance will be made by the Receiving Activity after installation/check out testing of the supplies.

## Section F - Deliveries or Performance

DELIVERY INSTRUCTIONS

Items 0001, 0002, 0003, 0004, 0005, 0006, and 0007, and Option Items 0101, 0102, 0103, 0104, 0105, 0106, 0201, 0202, 0203, 0204, 0205, 0206, 0301, 0302, 0303, 0304, 0305, and 0306:

Delivery of first article and production lot test items shall be made to Dayton T. Brown in accordance with the guidance provided in the Attachment (1) Statement of Work and the additional guidance provided herein. Delivery schedule and destination of BRU-32 B/A production units will be determined at the time of award based on the information provided under clause 52.211-8 "Time of Delivery". Delivery will be made to the following destinations:

**N44321** Fleet Readiness Center West  
 Department NAS Lemoore  
 700 Avenger Avenue  
 Lemoore, CA 93246  
 Ship to: N44321  
 Mark for: Alternate and Loose A/C Equipment  
 Fleet Readiness Center West Lemoore / 700 Division / BLDG 165 M Street  
 Attn: AAE Pool Manager / Ordnance Chief  
 Phone: 559-998-1658

**N44327** NAS Oceana  
 FRC Mid Atlantic Site Oceana  
 841 B Avenue  
 Virginia Beach, VA. 23460-1230  
 Ship to: N44327  
 Mark For: FRC Mid-Atlantic / 700 Div / Bldg 513 / 841B Avenue  
 Attn: AAE Pool Manager / Ordnance Chief  
 Phone: 757-433-5020

It is estimated that 60% of the production units will be delivered to NAS Lemoore and 40% will be delivered to NAS Oceana. The actual breakout of shipments will be determined at time of award.

Clause 52.211-8 "Time of Delivery", reflects the maximum allowable time for delivery. Proposing earlier delivery is permitted. The proposed delivery schedule will be incorporated into the contract at time of award.

Item 0001 and Option Items 0101, 0201, and 0301(if exercised):

For each lot of 100 units or fewer, the contractor is authorized to ship in place and hold at no additional cost to the Government until such time as the Production Lot Sample Testing has been accepted by DCMA.

Item 0002 and Option Items 0102, 0202, and 0302 (if exercised):

Periodic Production Lot Samples will be pulled from every lot of one hundred (100) or fewer units produced. The production quantity for each month per the delivery schedule will go through initial inspection and acceptance prior to the results being available from the sample testing. Thus if failures occur in periodic production testing, the Contractor is responsible for examining and reworking, if necessary, all units in process and/or delivered since the submission of the last sample(s) of bomb racks for which results were approved by the DCMA QA engineer.

Items 0003 and 0004, and Option Items 0103, 0104, 0203, 0204, 0303, and 0304 (if exercised/applicable):

First Article Hooks shall be delivered in accordance with paragraph 6.2 of the Attachment (1) Statement of Work.

Items 0005 and 0006, and Option Items 0105, 0106, 0205, 0206, 0305, and 0306 (if exercised):

Production Lot Sample Hooks shall be delivered in accordance with paragraph 6.2 of the Attachment (1) Statement of Work.

Item 0007:

First Article end-item units will be delivered in accordance with paragraph 6.5 of the Attachment (1) Statement of Work.

Items 0008 and 0009, and Option Items 0108, 0208, and 0308 (if exercised):

Data furnished hereunder shall be delivered in accordance with the Contract Data Requirements List (CDRL), DD Form 1423 Exhibit A.

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0101	N/A	N/A	N/A	N/A
0102	N/A	N/A	N/A	N/A
0103	N/A	N/A	N/A	N/A
0104	N/A	N/A	N/A	N/A
0105	N/A	N/A	N/A	N/A
0106	N/A	N/A	N/A	N/A
0107	N/A	N/A	N/A	N/A
0201	N/A	N/A	N/A	N/A



0202	N/A	N/A	N/A	N/A
0203	N/A	N/A	N/A	N/A
0204	N/A	N/A	N/A	N/A
0205	N/A	N/A	N/A	N/A
0206	N/A	N/A	N/A	N/A
0207	N/A	N/A	N/A	N/A
0301	N/A	N/A	N/A	N/A
0302	N/A	N/A	N/A	N/A
0303	N/A	N/A	N/A	N/A
0304	N/A	N/A	N/A	N/A
0305	N/A	N/A	N/A	N/A
0306	N/A	N/A	N/A	N/A
0307	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-32	F.O.B. Origin, Freight Prepaid	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

## CLAUSES INCORPORATED BY FULL TEXT

### 52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

#### REQUIRED DELIVERY SCHEDULE

-----		
WITHIN DAYS AFTER		
ITEM NO.	QUANTITY	DATE OF CONTRACT
-----		
0001	TBD	Beginning twenty-five (25) months after first article acceptance as identified in clause 52.209-4. Deliveries shall be completed within one year from the date that they start.

0002	TBD	Five (5) months prior to delivery of every lot of one hundred (100) or less BRU-32 B/A Bomb Rack Units.
0003	25	Ten (10) months after contract award as identified in clause 52.209-4 if required.
0004	25	Ten (10)months after contract award as identified in clause 52.209-4 if required
0005	TBD	Fourteen (14) months after contract award
0006	TBD	Fourteen (14) months after contract award
0007	TBD	Sixteen (16) months after contract award
0101	TBD	Beginning twenty-five (25) months after option exercise. Deliveries shall be completed within one year from the date that they start.
0102	TBD	Five (5) months prior to delivery of every lot of one hundred (100) or less BRU-32 B/A Bomb Rack Units.
0103	25	Ten (10) months after option exercise as identified in clause 52.209-4 if required
0104	25	Ten (10)months after option exercise as identified in clause 52.209-4 if required
0105	TBD	Fourteen (14) months after option exercise
0106	TBD	Fourteen (14) months after option exercise
0201	TBD	Beginning twenty-five (25) months after option exercise. Deliveries shall be completed within one year from the date that they start.
0202	TBD	Five (5) months prior to delivery of every one hundred (100) or less BRU-32 B/A Bomb Rack Units.
0203	25	Ten (10) months after option exercise as identified in clause 52.209-4 if required
0204	25	Ten (10)months after option exercise as identified in clause 52.209-4 if required
0205	TBD	Fourteen (14) months after option exercise
0206	TBD	Fourteen (14) months after option exercise
0301	TBD	Beginning twenty-five (25) months after option exercise. Deliveries shall be completed within one year from the date that they start.
0302	TBD	Five (5) months prior to delivery of every one hundred (100) or less BRU-32 B/A Bomb Rack Units.
0303	25	Ten (10) months after option exercise as identified in clause 52.209-4 if required
0304	25	Ten (10)months after option exercise as identified in clause 52.209-4 if required
0305	TBD	Fourteen (14) months after option exercise
0306	TBD	Fourteen (14) months after option exercise

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

#### OFFEROR'S PROPOSED DELIVERY SCHEDULE

-----  
 WITHIN DAYS AFTER  
 ITEM NO. QUANTITY DATE OF CONTRACT  
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(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

**5252.209-9500 FIRST ARTICLE-RELATIONSHIP TO CONTRACT QUANTITY (NAVAIR) (MAR 1999)**

With reference to paragraph (e) of the First Article Approval clause (FAR Clauses 52.209-3, "First Article Approval--Contractor Testing" or 52.209-4, "First Article Approval--Government Testing") of this contract, the first article shall not be delivered as part of the contract quantity.

**5252.245-9509 PLACE OF DELIVERY - GOVERNMENT FURNISHED MATERIAL (NAVAIR) (MAR 1999)**

(a) The Government will furnish to the contractor for use in connection with this contract the following material at the time specified:

<u>Material</u>	<u>Quantity</u>	<u>Date</u>
CCU-45/BMD Impulse Cartridges: NSN 1377-01-063-3162	4 Cartridges per rack	Sixty (60) days prior to the applicable bomb rack's due date

(b) The material will be delivered at the Government's expense to the location designated in the contractor's proposal for performance. Delivery includes delivery either directly to the factory/warehouse street location, or to a designated private siding if delivery is by rail.

(c) Only the material listed above in the quantity shown will be furnished by the Government. All other material required for performance of this contractor shall be furnished by the contractor. Such Government-furnished

material shall be delivered at or near contractor's plant under Government bills of lading, free of expense to the contractor, on board the conveyance selected by the Government. When rail delivery is designated by the Government as a mode of transportation and drayage from a team track to the contractor's plant is necessary, the contractor agrees to arrange for prompt unloading of cars, pick-up and delivery of material to his plant free of expense to the Government.

**5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)**

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit [\[A\]](#), attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

- (1) PCO, Code [\[N00421\]](#).  
Naval Air Warfare Center Aircraft Division  
AIR-2.5.1.8  
21983 Bundy Road  
Building 441  
Patuxent River, MD 20670
- (2) ACO, Code [\[TBD at contract award\]](#).

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses: [\[see exhibit A\]](#)

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

**252.204-7006 BILLING INSTRUCTIONS (OCT 2005)**

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

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

## CLAUSES INCORPORATED BY FULL TEXT

**5252.201-9500 GOVERNMENT POINTS OF CONTACT (NAVAIR)(JAN 2011)**

(a) The [TPOC] for this contract is [Gregory Urtz, Naval Air Systems Command Headquarters, NAS Patuxent River, 47123 Buse Road, IPT Bldg 2272, Patuxent River, MD 20670, Gregory.Urtz@navy.mil , (301)757-7585].

(b) The [TPOC] will provide technical direction and discussion, as relating, but not limited to the specification and/or statement of work.

(c) The [TPOC] is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order). When, in the opinion of the contractor, the [TPOC] requests any of the aforementioned changes, the contractor shall promptly notify the Contracting Officer (or ordering officer, for delivery/task orders) in writing. If the contractor believes or interprets any action by the TPOC to be a change to the contract, the contractor will promptly notify the Contracting Officer in writing. No action shall be taken by the contractor under such direction until the Contracting Officer (or ordering officer) has issued a modification to the contract (or delivery/task order) concerning the subject change(s) or has otherwise resolved the issue. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL LIAISON (NAVAIR)(OCT 2005)**

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

**CONTRACT COORDINATOR:**

NAME: TBD

PHONE (BUS): TBD

PHONE (AFTER HOURS): TBD

**ALTERNATE:**

NAME: TBD

PHONE (BUS): TBD

PHONE (AFTER HOURS): TBD

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.232-9504 SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (NAVAIR) (MAY 2006)**

(a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.

(b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(c) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (MAR 2006)**

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS,

CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

## CLAUSES INCORPORATED BY FULL TEXT

### 5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2009)

(a) The following information is provided to assist the contractor in submitting invoices and receiving reports electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF) in accordance with DFARS 252.232-7003:

(1) Registration instructions, on-line training, user guides, quick reference guides, and other support documents and information can be found at the following website: [WAWF Overview](#)

(2) Vendors should contact the following POCs for additional support with registration or other WAWF issues, based on the administration of their contract:

(i) DCMA-administered contracts: Contact the ACO at the cognizant Defense Contract Management Agency (DCMA) office found in the contract.

(ii) Locally-administered contracts: Contact your local NAVAIR/NAWC Pay Office (Commercial Accounts) at [Insert phone number] or DFAS via the numbers listed at [www.dfas.mil](http://www.dfas.mil)

(3) Information on the electronic forms the contractor shall utilize to comply with DFARS 252.232-7003 is available on the [WAWF Functional Information](#) and [WAWF Training](#) websites.

(4) Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

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

DoDAAC LOCATION TABLE						
	-Select Combo for Fixed Price Supplies and Services -Select Cost Voucher for all Cost or T&M or CLINs. -The 2-in-1 invoice is not authorized for use by NAVAIR -Questions? Call 1-866-618-5988					
DoDAAC Description	Located in Block					
	DD1155 (Destination Acceptance)	DD1155 (Source/Origin Acceptance)	SF26	SF33	SF1449	SF1449 (Destination Acceptance)
Issuing Office DoDAAC	6	6	5	7	7	9
Administrating Office DoDAAC	7	7	6	24	26	16
Inspector's DoDAAC	See Schedule	See Schedule	11	See Schedule	See Schedule	See Schedule
Service Acceptor DoDAAC	14	See Schedule	11	See Schedule	See Schedule	15
Pay Office DoDAAC	15	16	12	25	27	18a

(c) Cost Vouchers also require the cognizant DCAA DoDAAC, which can be found by entering the contractor's zip code in the Audit Office Locator at <http://www.dcaa.mil>. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following additional points of contact:

Name (or Clause w/Name)	Email	Phone	Role
See: 5252.201-9500 or 5252.201-9501			Technical Point of Contact or Contracting Officer's Representative

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.232-9522 TRANSPORTATION ACCOUNT CODES (NAVAIR) (OCT 2005)**

(a) The contractor is responsible for placing the Government assigned Transportation Account Code (TAC) on shipping documentation to enable payment of transportation bills by the U.S. Government under contracts with F.O.B. origin terms.

(b) The applicable TAC for this contract is as follows: **[NVBT]**.

(c) For shipments that will require use of military airlift, complete an Advance Transportation Control and Movement Document (ATCMD, DD Form 1384) and provide it to the cognizant Air Clearance Authority. Include the contract number and applicable TAC on the ATCMD. Also, ensure the ATCMD contains information for special requirements such as:

- (1) shipments to be accompanied by couriers or monitors;
- (2) shipments requiring special handling such as environmental control, hand-to-hand receipt, hazardous/dangerous cargo, short shelf life material, sensitive shipments and classified cargo;
- (3) shipments requiring expediting action or those that must move on a specific flight.

(d) The cognizant DCMA office may be contacted for additional information or assistance on preparation of shipping documents or other transportation concerns.

### **5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(MAR 2008)**

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:

See the ADMINISTERED BY Block on the face page of the contract or modification.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) will be delineated by Procuring Contracting Officer (PCO) correspondence at a later date if necessary.

(b) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil/index.html>.

### **5252.247-9516 PREPAID SHIPMENT/REIMBURSABLE TRANSPORTATION (NAVAIR) (MAR 1999)**

Transportation shall be prepaid by the contractor subject to reimbursement by the Government. Material will be delivered F.O.B. supplier's plant, with shipment to be made to destination(s) specified herein. The transportation cost is to be shown on the same invoice as supplies are billed, but as a separate item. The contractor is also required to furnish a freight receipt when the freight charges are over \$**[TBD]**. The contractor agrees to retain related transportation billings paid separately for a period of three years and to furnish such bills to the Government when requested for audit purposes. For obligation purposes only, the transportation costs chargeable to the funds indicated (TAC # NVBT) are estimated to be \$TBD @ award.



## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

**5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005)**

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.211- 9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)**

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
  - (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
  - (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
  - (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
  - (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.
- (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.
- (c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.227-9505 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs) (NAVAIR)(AUG 1987)**

Each Engineering Change Proposal (ECP) submitted by the Contractor shall identify each item of technical data and computer software delivered by the Contractor under any prior Navy contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)**

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009)**

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)**

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

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

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

Naval Air Warfare center Aircraft Division

Attn: AIR-2.5.1.8

21983 Bundy Road

Patuxent River, MD 20670

Phone: 301-757-8941

Fax: 301-757-8988

Email: Ryan.Mullins@Navy.mil

**CLAUSES INCORPORATED BY FULL TEXT****5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (FEB 2009)**

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements) :

(1) Government property currently accountable and managed under the following contracts:

None

Contract Number	Nomenclature/ Description	Part/ Model/ Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/ Unit of Issue	As Is: Yes/No	Unit Acq Cost

(2 ) Government furnished property to be provided under this contract:

[

Nomenclature/ Description	Application Part/ Model	Mfg	Part Number/	Quantity/ Unit of	As Is: Yes/No	Unit Acq Cost
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	Number and National Stock Number		Serial Number (Unique Item Identifier)	Issue		
Broach Bar	PN: 1534AS424 NSN: 1095011544779	Pioneer Broach	TBD	2	Yes	\$1,287
14" Bomb Lug	PN: 1534AS5000/ 1534AS7000 NSN: 1095013001671	Mil Spec	TBD	2	Yes	\$20
30" Bomb Lug	PN: 1534AS5000/ 1534AS7000 NSN: 1095013001671	Naval Air Systems Command	TBD	2	Yes	\$67
Dummy Bomb (500 lb)	PN: 1534AS5000/ 1534AS7000 NSN: 1095013001671	Naval Air Systems Command	TBD	1	Yes	\$803
Dummy Bomb (2,000 lb)	PN: 1534AS5000/ 1534AS7000 NSN: 1095013001671	Naval Air Systems Command Center	TBD	1	Yes	\$950
Arming Loop	PN: 1534AS5000/ 1534AS7000 NSN: 1095013001671	Air Armament Center	TBD	2	Yes	\$0.11
CRALTS A/E37T-35A	PN: 3260AS100-2 NSN: 4920-01-0479-5760	DRS	TBD	1	Yes	\$311,304
W24/BRU-32 Adapter Assembly	P/N: 3260AS704-1 NSN: 6625-01-391-7114	DRS	TBD	1	Yes	\$13,884
W70/IFOBRL Adapter	PN: 3260AS1510-1 NSN: 6625-01-563-6018	SAIC	TBD	1	Yes	\$1,354.05

(3 ) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

Nomenclature and Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost
Cartridge						
1534AS5000/100: CCU-45B-MD65		Each	4 per rack	Yes	\$27	

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(4 ) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items:

None

Schedule/Source	Nomenclature/ Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4 ) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1- M, Chapter 11, which is available at <http://www.dtic.mil/whs/directives> under publications. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c ) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d ) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.246-9526 PROVISIONAL ACCEPTANCE UNDER SPECIAL CONDITIONS (NAVAIR)(OCT 2005)**

(a) Acceptance under Special Conditions. The Government may, at the discretion of the Contracting Officer, finally or provisionally accept any supply prior to completion of work on such supply in the following situations:

(1) When the contractor, despite the exercise of due diligence, encounters unavoidable delay in securing contractor-furnished property;

(2) When Government-furnished property suitable for installation in any supply to be furnished hereunder is not delivered to the contractor in sufficient time to permit installation by the contractor prior to the date the supply is scheduled for delivery; or,

(3) When defects or deficiencies are known to exist in the supply, but when correction of the defects or deficiencies is not practicable within the delivery schedule set forth in the contract.

(b) Pending completion of any supply provisionally accepted under this provision, the Contracting Officer shall withhold an amount as he determines to be appropriate from the contract price that represents the estimated value of the work remaining to be performed. The withhold will be released after final acceptance.

### **5252.246-9535 WARRANTY (NAVAIR) (APR 1990)**

(a) Definitions:

(1) Acceptance. The word “acceptance” used herein means the signing of a DD Form 250 by the duly authorized Government representative.

(2) Supplies. The word “supplies” as used herein means end items furnished by the contractor.

(3) Defects. As used herein means any condition or characteristic in any supplies furnished by the contractor under this contract that is not in compliance with the requirements of the contract.

(4) Correct. As used herein means to eliminate the defects. Corrective action may include repair, replacement, redesign, and development and qualification of a modification to eliminate the defect and retrofit of such modification.

(5) Organic Repair. As used herein means organizational, intermediate, or depot level repair actions performed by any Navy or other Department of Defense activity.

(6) Essential Performance Requirements. As used herein means any operational capability or other characteristic identified as an essential performance requirement necessary for the supplies to fulfill the military requirements for which they were designed. Essential performance requirements are set forth in Attachment (A) “Essential Performance Requirements” of the applicable specification (or, Detail Specification No.) [\[NAVAIR Drawing Number DL 1534AS7000 and the Statement of Work located in Attachment 1\]](#).

(b) Warranty.

(1) Notwithstanding inspection and acceptance by the Government or any provision of this contract concerning the conclusiveness thereof, the contractor warrants that, all supplies furnished under this contract:

- (i) shall conform to the design and manufacturing requirements in the contract and amendments thereto;
- (ii) shall be free from all defects in material and workmanship, at the time of acceptance, and
- (iii) shall conform to the essential performance requirements delineated in Attachment (A) of the applicable specification [\[NAVAIR Drawing Number DL 1534AS7000 and the Statement of Work located in Attachment 1\]](#).

(2) With respect to Government-furnished property, the contractor’s warranty shall extend only to its proper installation, unless the contractor performs some modification or other work on such property in which case the contractor’s warranty shall extend to such modification or other work.

(3) This warranty will not be voided by organic repair.

(c) Remedies.

(1) Corrective Actions. In the event of a breach of the contractor’s warranty in paragraph (b) above, the Government, at its election, may require the contractor to take all actions necessary to correct the breach at no additional cost to the United States including:

- (i) Perform analyses of causes of defects or failures resulting in a breach of warranty provisions under this contract, propose corrective actions for such causes including schedules for performing such corrective actions, and, if so directed by the Contracting Officer, perform the corrective actions proposed as a result of such analyses;
- (ii) Correct, at the original point of delivery or at the contractor’s plant, defective or nonconforming supplies;
- (iii) Furnish, at the original point of delivery or at contractor’s plant, such materials or parts and installation instructions as may be required to complete successfully the corrective action; and
- (iv) Prepare and furnish new or revised data and reports associated with the corrective action, including all affected data delineated in the DD 1423s under this contract.

(2) Equitable Adjustment.

(i) If the Government elects not to require the contractor to take corrective action for any breach or warranty under this clause, the Government shall be entitled to an equitable reduction in the price of such supplies.

(ii) If the Government performs or has performed the corrective action, the Government shall be entitled to the reimbursement of reasonable costs incurred to correct the deficiency.

(3) When supplies require correction or replacement pursuant to this clause, the Government will bear the cost of the transportation to the port of CONUS entry. The contractor will bear the transportation costs between the CONUS port of entry and the site where correction or replacement action occurs and subsequent return to that port of entry.

(d) Notification and Correction Procedures.

(1) Except as the notification period may be extended by operation of paragraph (d)(4) herein, the contractor shall be notified in writing of any breach of the warranty set forth in paragraph (b) above including a description of the breach within [\[Twelve \(12\) months\]](#), after acceptance of nonconforming or defective supplies. Written notice may consist of any of the following: a letter from the Contracting Officer or his duly authorized representative, conditions cited on the DD Form 250 for acceptance of supplies, a Quality Deficiency Report (QDR), a Maintenance Action Form (MAF) and/or a Navy Aviation Warranty Program Report (NAWPR - Aviation 3-M report). If the

Contractor has knowledge of a defect constituting a breach of the warranty in paragraph (b) above, such knowledge shall be deemed to constitute written notice.

(2) Within [thirty (30)] days of such notification, the contractor shall submit to the Contracting Officer a written plan with recommended actions and a proposed schedule to remedy the breach.

(3) The contractor warrants that all corrective action pursuant to the Remedies section of this clause shall be completed and supplies tendered for redelivery to the Government within either (i) [ninety (90)] calendar days from the date of contractor receipt of uncorrected supplies at the contractor's plant or original point of delivery or (ii) a schedule pursuant to a plan of action approved in writing by the Contracting Officer. If the contractor is unable to provide corrective action within the applicable time frame, the contractor shall request an extension, in writing, from the Contracting Officer.

(4) Notification Period for Board of Inspection and Survey Trials. (Applicable only to Aircraft) If Board of Inspection and Survey (BIS) trials are conducted or will be conducted under this or any prior contract with respect to aircraft of the type or types to be delivered under this contract, the period of notification of a breach of the warranties in paragraph (b) shall be one (1) year from the date the last aircraft of the type being acquired under this contract completes BIS trials, or two (2) years from the date the first such aircraft is accepted for such trials, whichever is later. For the purpose of this clause, aircraft with different Government model letter designations shall, unless otherwise provided in the contract, be considered aircraft of different types.

(5) Warranty for Corrected or Replaced Supplies. Any supplies or components replaced pursuant to this warranty are subject to the provisions of this clause, including those on remedies and notification, in the same manner as supplies or components initially delivered. For supplies or components corrected under this clause by repair, the contractor shall be notified in writing of any breach of the warranty set forth in paragraph (b) above (including a description of the breach) within [six (6) months] after receipt by the Government of the corrected supplies.

(6) The contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with the Contracting Officer's direction to correct the breach. If after the contractor undertakes correction, it is determined that a breach of warranty did not occur, the price and other affected provisions of this contract will be equitably adjusted to compensate the contractor for actions taken pursuant to this clause.

(e) Marking.

(1) For each aircraft, missile, or engine delivered, the contractor shall provide complete, accurate and legible warranty information in the Aircraft or Engine Log Book or Aeronautical Equipment Service Record as part of the acceptance of each aircraft, missile, or engine.

(2) All other warranty supplies furnished under this contract shall be identified as such by marking each weapon replaceable assembly (WRA) in accordance with MIL-STD-130 and each shipping container in accordance with MIL-STD-129.

(3) For supplies accepted conditionally or under special conditions, the applicable log book or aeronautical equipment service record card shall specify any exceptions to acceptance, including work to be completed, material to be installed and defects or nonconformances to be corrected.

(4) All warranty markings shall be indelible, legible and include, as a minimum, the following:

(i) "WARRANTY ITEM" in bold letters at least twice as large as those used to provide additional information;

(ii) NSN, manufacturer's part number, serial number or other item identifier;

(iii) contract number;

(iv) manufacturer or entity providing the warranty;

(v) date or time for expiration of the warranty;

(vi) a statement that organic repair will not void the warranty; and,

(vii) shipping location and point of contact for warranty repairs.

(f) Warranty Administration.

(1) The contractor shall provide updated Warranty Status Reports to the Government in accordance with DI-MISC-80733 and applicable DD Form 1423s.

(2) Dual Processing. When an item is required to be processed for a QDR investigation and a warranty claim, the contractor shall fulfill both requirements. If the contractor has extenuating circumstances that make it impossible to meet the warranty turnaround requirements and also perform a QDR investigation, then the contractor shall request from the Procuring Contracting Officer (PCO) or his duly authorized representative an extension of the warranty turn-around-time in paragraph (d)(3) above.

(g) Miscellaneous.

(1) The rights and remedies of the Government and the contractor provided in this clause are in addition to, and do not limit, any rights and remedies the Government and contractor may have under any other clause or provision of this contract.

(2) The Government's rights under this contract because of latent defects, fraud, or such gross mistakes as amount to fraud are not limited by this clause.

(3) The warranties expressed herein are in lieu of any implied warranty of Merchantability or Fitness for a particular purpose.



## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	APR 2008
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JAN 2011
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2011
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 2010) - Alternate II	OCT 1997
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9	Small Business Subcontracting Plan	JAN 2011
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	DEC 2010
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUL 2010
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007

52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	SEP 2010
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-13	Patent Rights--Ownership By The Government	DEC 2007
52.227-14	Rights in Data--General	DEC 2007
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-2	Subcontracts	OCT 2010
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1 Alt I	Government Property (Aug 2010) Alternate I	AUG 2010
52.245-9	Use And Charges	AUG 2010
52.246-23	Limitation Of Liability	FEB 1997
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)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009

252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2010
252.219-7004	Small Business Subcontracting Plan (Test Program)	JAN 2011
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7008	Prohibition of Hexavalent Chromium	MAY 2011
252.225-7001	Buy American Act And Balance Of Payments Program	OCT 2011
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7009	Restriction on Acquisition of Certain Articles Containing Speciaity Metals	JAN 2011
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7013	Duty-Free Entry	DEC 2009
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7021	Trade Agreements	JUN 2011
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	SEP 2011
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	FEB 2011
252.245-7004	Reporting, Reutilization, and Disposal	AUG 2011
252.246-7001 Alt II	Warranty Of Data (Dec 1991) - Alternate II	DEC 1991
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.249-7002	Notification of Anticipated Contract Termination or Reduction	OCT 2010

## CLAUSES INCORPORATED BY FULL TEXT

**52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989) - ALT I (JAN 1997)**

(a) The Contractor shall deliver (See Section B) unit(s) of Items 0003,0004, 0007, 0103, 0104, 0203, 0204, 0303, and 0304 within (See Section F) calendar days from the date of this contract to the Government at Dayton T. Brown, Inc., 555 Church Street, Bohemia, NY 11716 for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within twenty (20) calendar days after the Government receives the first article hooks (Items 0003, 0004, 0103, 0104, 0203, 0204, 0303, and 0304) and within one hundred twenty (120) calendar days after receipt of the first article Bomb Racks (Item 0007) at the designated testing facility, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

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

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

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

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

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

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

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

## CLAUSES INCORPORATED BY FULL TEXT

**52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

## CLAUSES INCORPORATED BY FULL TEXT

**52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within one (1) year after acceptance of the first article item contract award for Option CLINs 0101 through 0106 and within one (1) year after the exercise of each option. If the first article requirement has been waived, the Contracting Officer may exercise the option by written notice to the contractor within one (1) year after award for Option CLINs 0101 through 0106 and within one year after exercise of each option. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

## CLAUSES INCORPORATED BY FULL TEXT

**52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)**

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether

dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code [ ] assigned to contract number [ ].

[Contractor to sign and date and insert authorized signer's name and title].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signer's Printed Name

\_\_\_\_\_  
Signer's Title

## CLAUSES INCORPORATED BY FULL TEXT

### 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

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

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

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

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

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

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

## CLAUSES INCORPORATED BY FULL TEXT

### 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within (To Be Negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within (To Be Negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost- reimbursement or incentive contracts, or to combinations thereof.

## CLAUSES INCORPORATED BY FULL TEXT

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

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

(b) Definitions.

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

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

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

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

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

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

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



"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either--

(1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or

(2) To the calculation of a lump-sum payment, which cannot later be revised.

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

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

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

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

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

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

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

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

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

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

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

(i) In deliverable end item quantities only;

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

(iii) To the contract type only.

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

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

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

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

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

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

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

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

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

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

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

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

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon--

(1) This contract's type (fixed-price, incentive, or cost-reimbursement);

(2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and

(3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

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

**(Figures in percent)**

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

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

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

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

(g) Calculating net acquisition savings. (1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or

(iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

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

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

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

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

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

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

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

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

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

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

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

(i) Concurrent and future contract savings.

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

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by--

(i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and

(ii) Multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by--

(i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;

(ii) Subtracting any Government costs or negative instant contract savings not yet offset; and

(iii) Multiplying the result by the Contractor's sharing rate.

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

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

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$150,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

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

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

## CLAUSES INCORPORATED BY FULL TEXT

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far> or <http://farsite.hill.af.mil>.

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

## CLAUSES INCORPORATED BY FULL TEXT

### **252.204-7006 BILLING INSTRUCTIONS (OCT 2005)**

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

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

## CLAUSES INCORPORATED BY FULL TEXT

### **252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2011)**

(a) Definitions. As used in this clause--

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

“Concatenated unique item identifier” means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [IUID Equivalents](#).

“DoD unique item identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government’s unit acquisition cost” means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity

(CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [UII Types](#).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line item No	Item description
N/A	N/A

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application

Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if concatenated unique item identifier is used).\*\*

(5) Enterprise identifier (if concatenated unique item identifier is used).\*\*

(6) Original part number (if there is serialization within the original part number).\*\*

(7) Lot or batch number (if there is serialization within the lot or batch number).\*\*

(8) Current part number (optional and only if not the same as the original part number).\*\*

(9) Current part number effective date (optional and only if current part number is used).\*\*

(10) Serial number (if concatenated unique item identifier is used).\*\*

(11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at [Data Submission Info](#) .

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

## CLAUSES INCORPORATED BY FULL TEXT

### 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (MAR 2011)

(a) *Definitions.* As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Covered Government support contractor" means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed", the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.



(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Form, fit, and function data” means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) “Government purpose rights” means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) “Limited rights” means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if--

(i) The reproduction, release, disclosure, or use is--

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to--

(1) A covered Government support contractor, for use, modification, reproduction, performance, display, or release or disclosure to authorized person(s) in performance of a Government contract; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) “Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) “Unlimited rights” means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights. The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract there under, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data. \*

(iv) The Contractor acknowledges that--

(A) Limited rights data is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement;

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at 252.227-7025, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and (E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data.* All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) *Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on  
the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data	Basis for	Asserted	Name of
to be furnished	assertion	rights	person
with restrictions		category	asserting
			restrictions

(LIST)	(LIST)	(LIST)	(LIST).....
(1)	(2)	(3)	(4)

(1) If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

(2) Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

(3) Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

(4) Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

#### GOVERNMENT PURPOSE RIGHTS

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_

Expiration Date \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights \_\_\_\_\_

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_  
 Contractor Address \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

**SPECIAL LICENSE RIGHTS**

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_\_ (Insert contract number) \_\_\_\_\_, License No. \_\_\_\_\_ (Insert license identifier) \_\_\_\_\_. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in technical data.*

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

## CLAUSES INCORPORATED BY FULL TEXT

### **252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)**

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

### **5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)**

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.



## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLS	16	02-DEC-2011
Attachment 1	Statement of Work	22	01-JUN-2011
Attachment 2	DD 254	3	22-APR-2011
Attachment 3	Past Performance	2	02-DEC-2011
Attachment 4	Questionnaire Package BRU-32 B/A Drawings and Automated Data List	61	28-MAR-2011



## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	MAY 2011
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes 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. If there are significant price breaks at different quantity points, this information is desired as well.

## OFFEROR RECOMMENDATIONS

ITEM QUANTITY	QUOTATION	PRICE TOTAL
<hr/>		
<hr/>		
<hr/>		

(c) The 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 quotations received and the Government's requirements indicate that different quantities should be acquired.

## CLAUSES INCORPORATED BY FULL TEXT

**52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)**

(a) Definitions. As used in this provision--

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

## CLAUSES INCORPORATED BY FULL TEXT

### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011) - ALT I (APR 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].

(2) The small business size standard is [insert size standard].

(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 the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision. The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision. The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(9) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of

Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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

[ ] Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

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

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

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

“Small business concern”, 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.

“Veteran-owned small business concern” means a small business concern--

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

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” as used in this provision, means a small business concern--

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of 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 small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(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 business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

CLAUSES INCORPORATED BY FULL TEXT

**52.225-18 PLACE OF MANUFACTURE (SEP 2006)**

(a) Definitions. As used in this clause--

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

**CLAUSES INCORPORATED BY FULL TEXT****252.204-7007 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) (MAY 2011) - ALT A (MAY 2010)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].

(2) The small business size standard is [insert size standard].

(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)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://orca.bpn.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

## CLAUSES INCORPORATED BY FULL TEXT

### **252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)**

(a) Definitions. As used in this provision-

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A)) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Iraq, Sudan, and Syria.

(3) "Significant interest" means-

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. The Offeror shall disclose any significant interest the government of each of the following countries has in the Offeror or a subsidiary of the Offeror. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

## **252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)**

(a) Definitions. As used in this provision--

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government of the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure: (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror :

Name and Address of Entity

Controlled by a Foreign

Government:

Description of Interest,

Ownership Percentage, and

Identification of Foreign Government:



**252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA—SUBMISSION WITH OFFER (OCT 2010)**

(a) Definition. “United States”, as used in this provision, means the 50 States, the District of Columbia, and outlying areas.

(b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada if—

(1) The offer exceeds \$12.5 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that—

(i) Exceeds \$650,000 in value; and

(ii) Could be performed inside the United States or Canada.

(c) Information to be reported includes that for--

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

(d) The offeror shall submit the report using--

(1) DD Form 2139, Report of Contract Performance Outside the United States; or

(2) A computer-generated report that contains all information required by DD Form 2139.

(e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

**252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JAN 2011)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

**252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

**5252.222-9501 IDENTIFICATION OF FIRST-TIER SUBCONTRACTORS FOR PRE-AWARD CLEARANCE PURPOSES (NAVAIR) (FEB 1995)**

(a) In order to comply with the pre-award clearance requirement of FAR 22.805(a), the bidder/offeror will identify any first-tier subcontractors proposed and estimated at \$10,000,000 or more, including name, address, telephone number, place or places of performance, and the estimated amount of the subcontract (if known) in the space provided below:

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(b) For the purpose of this clause, "subcontract" means any agreement or arrangement between a contractor and any person (in which the parties do not stand in the relationship of an employer and employee), (1) for furnishing of supplies or services or for use of real or personal property, including lease arrangements, that in whole or in part is necessary to the performance of any one or more Government contracts or (2) under which any portion of the contractor's obligation under any one or more Government contracts is performed, undertaken, or assumed. "Subcontractor" means any person who holds, or has held a subcontract subject to EO 11246. The term "first-tier subcontractor" means a subcontractor holding a subcontract with a prime contractor.

**5252.245-9506 GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (NAVAIR) (DEC 2010)**

Offeror represents that, contract performance [ ] does, [ ] does not, involve the acquisition of Government production and research property, as defined in FAR 45.301, the disposal of which may be restricted by patent or other rights.

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005

## CLAUSES INCORPORATED BY FULL TEXT

**52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS AND DATA ITEM  
DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND  
STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)**

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

**52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (APR 2008)**

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

**52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm Fixed Price (FFP) contract resulting from this solicitation.

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served

on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Ryan Mullins

Naval Air Warfare Center Aircraft Division

AIR-2.5 Contracts

21983 Bundy Road, BLDG 441

Patuxent River MD 20670

Phone: (301)757-7090 Fax: (301)757-8941

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

#### **52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far> or <http://www.farsite.hill.af.mil/>.

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

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

(b) The use in this solicitation of any **Defense Federal Acquisition Regulation** (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### **252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JAN 2011)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

**5252.215-9503 ANTICIPATED AWARD DATE (NAVAIR) (FEB 1995)**

The anticipated award date for this requirement is [\[28 August 2012\]](#). This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations.

**L-1 REQUESTS FOR DRAWINGS 15 November 2011**

The Technical Data Package (TDP) associated with this production effort includes information that is classified at the level of Confidential. This information requires protection against unauthorized disclosure in the interest of national security. Due to this, all potential offerors must hold a current Department of Defense (DoD) Facility Clearance of Confidential or greater in order to obtain the classified documents associated with this effort. Companies must officially request classified documents in writing through the point of contact listed below. Upon submission of this request, the company's facility clearance (FCL) will be verified with the Defense Security Service (DSS). The TDP will not be released to companies that do not hold a current confidential clearance.

**RELEASE OF TECHNICAL DATA PACKAGE INFORMATION:** This program includes information that has been designated a "Distribution D" and is only releasable to current and approved DoD contractors. In addition, the program requires a procurement effort in certain critical technologies/data that are not releasable to foreign firms. Some documents are under Federal export control for "sensitive" or "controlled" technologies regulated by the U.S. Department of State's International Traffic in Arms Regulations (ITAR) protecting national security. Data may not be exported without an approval, authorization, or license under E.O. 12470 or the Arms Export Control Act. As such, the documents contain data whose export/transfer/disclosure is restricted by U.S. law and dissemination to non-U.S. persons whether in the United States or abroad requires an export license or other authorization. Disclosure of the control drawings requires the verification of a current license for the oral, visual or documentary disclosure of technical data by U.S. persons to foreign persons.

To participate in this program, all firms must acknowledge their responsibility under the Arms Export Control Act. A foreign firm may be required to team with a U.S. firm that possesses a current and valid U.S. facility clearance with technologies/data safeguarding capabilities, inclusive of the authority to receive critical technology and/or data required to execute this program. Any resultant contractor teaming or license agreements between U.S. firms and foreign firms, to include employment of foreign nationals by U.S. firms, shall be in accordance with current U.S. export laws, security requirements, and National Disclosure Policy and shall require the prior approval of the contracting officer and foreign disclosure officer. It is the offeror's responsibility to provide evidence of any such agreement and/or license to this office for review and this shall be verified prior to release of any controlled documents.

Prior to release of any control document under this solicitation, the contractor must acknowledge its responsibilities under U.S. export control laws and regulations (including the obligation, under certain circumstances, to obtain an export license prior to the release of technical data within or outside the United States) and agree that it will not disseminate any export-controlled technical data subject to this requirement in a manner that would violate applicable export control laws and regulations. It is the responsibility of the contractor to provide this certification and/or proof of a current approval, authorization, or license under E.O. 12470 or the Arms Export Control Act. Upon verification of your status and acknowledgement, the requested documents will be provided.

Interested firms shall submit a written request for the attachments through the point of contact below. Companies must officially request the controlled documents in writing. To validate the document release, this request must include the potential Offeror's company name, mailing address, email address (if available), point of contact, phone number, current CAGE number, Central Contractor Registration number. The written request must include

acknowledgement of the contractor's responsibility under the U.S. export contract laws and regulations. For any foreign firm, the request must include proof of a current and applicable approval, authorization, or license under E.O. 12470 or the Arms Export Control Act if applicable. All drawings must be returned to the Government once the contract is awarded.

**IMPORTANT INFORMATION:** Registration in the DoD Central Contractor Registration (CCR) database will be a prerequisite for receiving an authorization for release of the controlled documents and award. The Government is not obligated to and will not pay for any information on the CCR. Refer to the CCR website at <http://www.ccr.gov/index.cfm>.

**The Point of Contact is:** Adam B. Caudle, AIR 2.5.1.8.4  
NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION  
AIR-2.5 CONTRACTS  
21983 BUNDY ROAD, BLDG 441  
PATUXENT RIVER, MD 20670  
PHONE: (301)757-7345 FAX: (301)757-8988  
EMAIL: [adam.caudle@navy.mil](mailto:adam.caudle@navy.mil)

## **L - 2 CONTENT OF PROPOSALS (SUPPLIES OR SERVICES) 15 November 2011**

### **PART A GENERAL INSTRUCTIONS**

#### **1.0 GENERAL**

The Offeror is required to submit sufficient information concerning the following areas to enable Government personnel to fully ascertain capabilities of the Offeror to perform the requirements. The proposal must be sufficient in detail and scope to permit evaluation and provide the evaluators a clear understanding of the Offeror's capability to meet or exceed the defined elements as required by the solicitation. All proposals must clearly and convincingly demonstrate that the Offeror has a thorough understanding of the requirements and associated risks and is able, willing and competent to devote the resources necessary to meet the requirements, and that the Offeror has valid and practical solutions for all requirements and potential risk areas. Offeror must respond to all requirements of the solicitation and not alter or rearrange the solicitation. The Offeror has the burden of proof to demonstrate compliance with all the evaluation factors and/or subfactors identified in this solicitation. The Offeror is advised that the Government may incorporate into the final contract enhancing features included in the Offeror's proposal deemed beneficial to the Government. With the exception of the Price/Cost volume, no cost or pricing information should appear in any volume. Alternate proposals are not acceptable.

In presenting material in the proposal, the Offeror is advised that quality of information is more important than quantity. Clarity, brevity, and logical organization should be emphasized during proposal preparation. The Offeror is responsible to present enough information to allow the Government to evaluate the proposed work effort, support, and approach, as well as the price/cost proposal without opening discussions. Statements that the prospective Offeror understands, or can and/or will comply with, the specifications, and paraphrasing the requirements or parts thereof without supporting information are considered inadequate by the Government, and may render a rating of unacceptable. For the purpose of this solicitation, relevance is defined as something that has a logical connection with the matter under consideration. Such aspects of relevance include the type of effort (e.g., development, production, repair), the type of requirements (e.g., weapon systems, information systems, engineering services, scheduled depot maintenance), service similarity, service complexity, contract type, contract dollar value, the division of the company that will perform the work, and degree of participation by principal subcontractors, team members, or critical team members. Recency is defined as performance within 5 years of the date of this proposal submission.

The Offeror must include any data that illustrates the adequacy of the various assumptions, approaches, and solutions to problems. Failure to address a specific factor or subfactor clearly may be considered a deficiency. There is no need to repeat information in more than one volume if an overlap exists; the detailed information must



be included in the most logical place and summarized and referenced in other areas. Unnecessarily elaborate brochures or other presentation materials beyond that sufficient to present a complete and effective proposal is neither necessary nor desired.

The Offeror is expected to comply with all requirements of the RFP. The Government advises the Offeror that taking exception or deviating from any term or condition of the RFP may make an offer unacceptable, and the proposal unawardable, unless the RFP expressly authorizes such an exception or deviation with regard to that specific term or condition. The Government may consider any exception or deviation to any term or condition of the RFP that is not expressly authorized by the RFP to be a deficiency.

Throughout these instructions, a “principal subcontractor” is defined as a subcontractor who provides at least 10% of the proposed total price/cost (excluding the Offeror’s profit/fee), for the contract. “Team member” is defined as those entities that make up a joint venture or any other partnership or teaming arrangement formed for the purpose of responding to this solicitation. “Critical team member” is defined as those entities of the Offeror that perform a critical function in the performance of the resulting contract, whether it is technical or financial, and/or that have important roles in any high or medium risk areas identified in the Offeror’s proposal.

## **2.0 PROPOSAL FORMAT**

Written proposals must be formatted using a Times New Roman 12 pt normal font (no reduction permitted), single-spaced with 1-inch margins all around, and formatted for standard 8.5 x 11 inch paper. All pages should be numbered with section and page numbers. When foldout pages are used they must not exceed 11 x 17 inches and will be counted as 1 page. Drawings may be provided separately and may be any size but should be folded to approximately 8.5 x 11 inch standard size and will count as 1 page. Graphs shall be presented in no smaller than a 10 pt font and should contain a grid, which allows values to be read directly from the graph to the same accuracy that a 10 x 10 to the ½ inch grid provides. Graphic resolution should be consistent with the purpose of the data presented.

The Offeror will provide one complete copy of the written proposal to the Procuring Contracting Officer PCO as electronic files fully compatible with Microsoft Office 2000 and for information not supported by MS Office products, with the latest Adobe Acrobat reader on a CD-ROM. The Offeror will ensure that the Price/Cost Volume is provided on a separate CD-ROM. Each CD-ROM is to be labeled for content and the Offeror’s name. If a discrepancy exists between the original paper copy of the proposal and the disk copy, the paper copy will take precedence.

The Offeror must present proposal information in a manner that facilitates a one-to-one comparison between the information presented and this Proposal Instruction. Proposal information must be structured such that its paragraph number/letter is identical to the Proposal Instructions paragraph number to which it is responding, although the Offeror may add lower tier subparagraphs. The Offeror must provide reasons it will not provide information for a particular paragraph. The proposal information instructions are structured by paragraph numbers where first, second, third, and fourth parts correspond to the volume, book, section, and element, etc., in Offeror’s proposal.

## **3.0 PROPOSAL CONTENT AND VOLUMES**

Each volume of the proposal shall be submitted as one original and additional copies as specified in the table below. All volumes of the original proposal shall be delivered to the address provided in Section 4.0 prior to the closing date/time stated in this solicitation. Page limitations for each volume if any, are also specified in the table below; title and table of contents pages do not count towards page limit. Proposal pages beyond the specified maximum limit will not be reviewed as part of the evaluation.

Information submitted as an Annex to the proposal includes manuals, specifications, plans, procedures, and policies that exist as an official document of the company or facility, as well as other information requested in Part B Specific Instructions. Annexes do not have page limitations. The authorized Annexes are summarized in the table below.

Volume Number	Volume Title	Recommended Page Limit	Copies Required
1	EXECUTIVE SUMMARY	No Limit	1 Original 3 Copies 3 Electronic Copies (CD-ROM)
2	TECHNICAL	50 Pages	1 Original 3 Copies 3 Electronic Copies (CD-ROM)
	Section 1 – Production Approach	N/A	
	Section 2 – Quality System	N/A	
	Section 3 – Management Approach	N/A	
	Section 4 – Small Business Utilization Strategy	N/A	
3	PAST PERFORMANCE	25 pages	1 Original 3 Copies 3 Electronic Copies (CD-ROM)
4	PRICE	No Limit	1 Original/ 1 Copy 1 Electronic Copy (CD-ROM)
5	EXCEPTIONS, DEVIATIONS AND WAIVERS	10 Pages	1 Original 3 Copies 3 Electronic Copies (CD-ROM)

Each volume shall contain the following information:

- Cover and title page
- Title of proposal and proposal number as applicable
- Offeror's name, address and POC
- RFP number
- Proposal volume/book number
- Copy number
- Table of Contents (The table of contents must provide sufficient detail to enable easy location of important elements)
- Use tabs and dividers

The Offeror shall submit a Cross Reference Matrix (CRM) for the Technical Volume, similar to the example below, to help ensure that all solicitation requirements are addressed and to facilitate the evaluators' review of the Offeror's proposal. The CRM should be a single integrated matrix and cross-reference the proposal volumes and paragraphs to specific RFP requirements, as well as other parts of the proposal that contain relevant information. The Offeror's CRM may be identical to the example below or revised such as to add columns to indicate the page

number on which information may be found, identify where other relevant information in the proposal is located, or provide other comments. The CRM does not count against any of the proposal page limitations.

#### EXAMPLE OF A CROSS REFERENCE MATRIX (CRM)

Section L – Proposal Instructions	Government PWS/SOW	Section M – Evaluation Factor	Offeror’s Proposal Reference	CLIN Reference
Volume 2 Technical	Example: Para 3.1 Note: This column shall address all paragraphs in Sections xx and xy of the Performance Specification	2.A	Provide reference to Offeror’s Proposal Volume I – Technical. Example: Refer to appropriate page number in Offeror’s written proposal	
Volume 2 Technical				
Volume 2 Technical				

#### 4.0 PROPOSAL SUBMISSION:

Clearly mark all packages with the solicitation number. The submission date for the original proposal shall be no later than the date and time specified in Block 9 of Standard Form 33 of the RFP. However, Offeror shall also submit copies of Volume (3) Past Performance information in paragraphs 3.1 and 3.2 and Volume I, Executive Summary “Offeror’s Summary Table”, 1.0 (ii) two weeks prior to the submission date/time specified in Block 9 of Standard Form 33 of the RFP.

Offeror shall submit proposals via United States Postal Service or through a commercial carrier using the address provided below. Offeror shall not submit proposals by facsimile or electronically via email.

Naval Air Systems Command  
Code: AIR-2.5.1.8.4 (Adam Caudle)  
21983 Bundy Road, Bldg 441  
Patuxent River, MD 20670-1127  
Solicitation Number: N00421-12-R-0004

Hand carried proposals may be delivered to the address above, attention (PCO) and/or (Specialist).

#### 5.0 PROPOSAL PACKAGING:

The Offeror shall package the proposal volumes in cartons or equivalent packaging containers in the most efficient manner possible grouping like volumes to the maximum extent possible. Each container shall be single-person portable. One container shall include all Original Proposal volumes including the original/signed documents submitted as part of Volume 1 Executive Summary.

Each box should include a packing slip detailing the contents to include the volume number, title, and copy number. Also, each box should be stamped or marked “For Official Use Only” and “Source Selection Information – See FAR-2.101 and 3.104”.

#### 6.0 CLASSIFIED DATA

All proposals must be UNCLASSIFIED

## 7.0 SOLICITATION CHANGES

For any changes and additional information for the solicitation please go to website:

[www.fbo.gov](http://www.fbo.gov)

## PART B SPECIFIC INSTRUCTIONS

### 1.0 VOLUME 1: EXECUTIVE SUMMARY

Note: This volume shall not contain any reference to cost or price aspects of the offer.

The purpose of the Executive Summary is to provide the evaluators with an overview of the Offeror's proposal and strategy. The Offeror shall include the following in this volume:

- i. A concise abstract of the Offeror's strategy for each of the evaluation criteria contained in the solicitation.
- ii. **Offeror Summary Table:** The Offeror shall complete the table below. The Offeror should include all subcontractors and team members who will be involved with the performance or management of the program work and should list all sites where the work will be performed. If a teaming or subcontracting arrangement is proposed, identify the work share, distribution elements, and ratios that each contractor will perform using the table below. Also provide a definition of the legal relationship between the entities if it is other than a Prime/subcontractor relationship.

Contractor Name (Indicate Prime, Team Member or Sub)	Place of Performance/DUNS # if applicable	Brief Work Description and/or Program Responsibility	% of Total Proposed Price

- iii. A letter of offer to the Government, which includes a statement of proposal validity for a period of at least ninety (90) days.
- iv. Acknowledgement of Pricing Validity. As this is a competitive acquisition with adequate price competition anticipated, any price documentation requested shall not be certified cost or pricing data in accordance with FAR 15.406-2. However, in the event that adequate price competition does not exist after receipt of proposals, the Government reserves the right to request additional cost or pricing data as necessary from both the Offeror and subcontractors and may conduct negotiations with the Offeror, pursuant to FAR Part 15.403-4, in order to ensure a reasonable and realistic price/cost. Further, the Offeror may be required to provide a Certificate of Current Cost or Pricing Data prior to award, pursuant to FAR 15.406-2. Offeror shall acknowledge the requirement to provide additional cost or pricing information and certify the data prior to award if/when requested by the Government.
- v. Signed SF33 for basic solicitation and each amendment
- vi. Signed Representations, Certifications and Acknowledgements (for those that are unique to this solicitation as seen in Section K, including those noted in paragraph (c)(2) of DFARS Clause 252.204-7007), and Online Representations and Certifications Application (ORCA) reference. Offerors shall also include completion or acknowledgement of, and any relevant data, regarding provisions 5252.223-9001 and 5252.227-9508, as provided in Section L of this solicitation and provision 5252.245-9504 as provided in Section M.
- vii. Affirmation of no Exceptions, Deviations or Waivers if Volume 5 is not being submitted as part of the proposal.

viii. Qualification Status: In order for an Offeror to be considered a qualified vendor, they must meet the qualification requirements set forth in paragraph 6(b)(5) of NAVAIR Instruction 4200.25. The Offeror shall identify and provide proof of these attributes that validate their position as a qualified vendor. In addition to any documentation the Offeror may deem necessary to submit, the Offeror shall, specifically, address the items listed below as they pertain to BRU-32B/A end-item production:

- (i) Date for First Article Test Approval and any discrepancies/corrective actions performed.
- (ii) Date of most current Periodic Lot Testing and any discrepancies/corrective actions performed.
- (iii) Date of last delivery to the Government.
- (iv) Describe any changes made to the production line/facilities since the last production of racks.
- (v) Identify any changes to principle management personnel since last production.
- (vi) Identify the percentage of production personnel previously working BRU-32 production that will be involved in this production effort.

If an Offeror is not currently qualified to produce the BRU-32B/A, but has manufactured a like or similar item they may request a waiver of First Article Testing by incorporating NAVAIR Clause 5252.209-9502 "Waiver and Evaluation of First Article Testing and Approval" at Section M, and including it with the Offeror's proposal submission. Valid and relevant documentation should be included. Offerors requesting this waiver or claiming to be a qualified vendor should still propose the First Article Requirement.

## 2.0 VOLUME 2: TECHNICAL

Note: This volume shall not contain any reference to cost or price aspects of the offer.

2.1 The Offeror shall provide all information and data required to conduct a thorough and complete technical evaluation. The Offeror shall address the following in the proposal:

### Subfactor 1 – Production Approach:

Submit a production milestone chart that chronicles the required tasks and demonstrates the Offeror's ability to meet the production delivery schedule requirements outlined in Section F, inclusive of successful completion of First Article and Production Lot Sample Testing. For purposes of developing a production milestone chart, the Government notes the following:

- a. The Contractor will be notified of approval or disapproval of First Article Bomb Racks within four (4) months after Government receipt of units at the designated testing facility.
- b. The Contractor will be notified of approval or disapproval of bomb rack production samples within four (4) months after Government receipt of the units at the designated testing facility.
- c. The Contractor will be notified of approval or disapproval of First Article Hooks within twenty (20) calendar days after Government Receipt of items at the designated testing facility.
- d. The Contractor will be notified of approval or disapproval of production sample hooks within sixteen (16) days after Government receipt of units at the designated testing facility.

In support of this milestone schedule offerors are required to submit the following information so that the Government may gauge the feasibility of the proposed schedule and the offeror's production capabilities:

- A detailed description of the facilities and equipment (e.g., plant layout and machinery) that will be used for production and repair of all BRU-32B/A warranted items. Describe the Offeror's possession of, or ability and time required to obtain, adequate facilities and equipment, including heat treatment, finishing, and coating facilities, as well as production/storage areas to be used. If existing facilities and equipment are currently being used for other efforts, indicate the date that they will be available for use on this effort.
- A plan for staffing the BRU-32 contract with qualified manufacturing and engineering personnel. Include any certifications held by the contractor or personnel that will pertain to BRU-32 production.

- A statement of all items and services that the Offeror will purchase in order to achieve timely production of bomb racks, including all pre-stressing, forming operations, machining, forging, casting, heat treatment, plating, and painting requirements. Do not include raw material stock, screws, bolts, washers, nuts, wire and cotter pins. Along with this statement, include a plan to control critical parts and critical requirements throughout the manufacturing process, including supplier controls. This plan shall address drawings, work instructions, material review board actions, configuration control, and procedures for controlling critical parts and requirements at the subcontractor level. Specifically, address how the Offeror plans to coordinate the critical, long-lead items and subcontractors' efforts in order to meet the production schedule outlined in Section F. Additionally, submit an inspection plan for identifying level and type of inspection for each critical and major requirement as part of the overall manufacturing screening process. Pertinent subcontractor certifications and the flow-down of warranty requirements shall also be addressed.
- A description of the manufacturing techniques that will be utilized along with a summary-level narrative demonstrating an overall conceptual understanding of the operations and special processes or materials necessary for production of the major components of the BRU-32B/A Bomb Racks, including the following list of items:

PART NOMENCLATURE	PART NUMBER	DRAWING NUMBER
14-Inch Hook	1534AS7205	1534AS7205
30-Inch Hook	1534AS485	1534AS485
Ejector Housing (Fwd/Aft)	1534AS440-1/-2	1534AS440-1/-2
Plate Assy, Ejector Rack	1534AS5070-1/-2	1534AS5070-1/-2
Harness Assy, Electric Fuzing (W3)	1534AS260	1534AS260
Cam, Hook Latch	1534AS7207	1534AS7207
Breech Assy, Auxiliary Release	1534AS370	1534AS370
Harness Assy, Ejector Rack (W2)	1534AS1320	1534AS1320
Breech Assy, Ejector Unit	1534AS7410	1534AS7410
Housing, Sway Brace	1534AS191	1534AS191
Conduit Assy, Ejector Rack	1534AS460	1534AS460
Safety Rod	1534AS431	1534AS431
Spring, Helical Extension, Safety Unlock	1534AS141	1534AS141
Filter Assy, Low Pass - EMI	1534AS251	1534AS251
Switch, Sensing, Single Pole	1534AS351	1534AS351
Switch, Sensitive, Watertight, 3PDT	1534AS392	1534AS392
Actuator, Electromechanical, Linear	1534AS394	1534AS394
Relay, Latching, Inflight Lock	1534AS399	1534AS399
Override, Inflight Bomb Rack Lock	1534AS401	1534AS401
Arming Unit, Zero Retention Force	1534AS462	1534AS462

Within this narrative, provide plans for fulfilling first article and production requirements, including all required testing. Proposed testing processes must contain sufficient evidence showing that the Offeror's acceptance test methods are complete, suitable in scope, and are in compliance with the SOW and performance specifications. In particular, provide plans for fulfilling the production acceptance testing requirements specified in paragraphs 6.0 through 6.11 of the Attachment (1) Statement of Work in this solicitation. Identify how the ability to meet qualification requirements will impact testing and production schedules.

- The First Article Testing Schedule proposed by the Offeror should contain reasonable and realistic milestones with respect to meeting the required delivery schedule for production units. The Government will make the determination that the Offeror either is or is not qualified to produce the BRU-32B/A in accordance with paragraph 6(b) of NAVAIR Instruction 4200.25 without the requirement for First Article Testing. Proposals from Offerors who assert themselves as qualified vendors, but do not successfully demonstrate that they meet the requirements specified in paragraph 6(b) of NAVAIR Instruction 4200.25 will be considered unacceptable without addressing First Article Testing.
- Additionally, this section shall address the contractor's ability to meet the warranty requirements listed in Section H. If the proposal contains an extended warranty, beyond the twelve months listed at clause 5252.246-9535 it shall be noted here along with a discussion of how production plans will be utilized to address the repair and correction of defective warranted items in accordance with NAVAIR clause over the life of the proposed warranty.
- This section shall be in sufficient detail to afford a clear understanding and traceability of the actions required by the offeror and its supplier base. The offeror shall use its production experiences with similar items to validate the proposed BRU-32 manufacturing strategy and delivery schedule. Identify any uncertainties and potential risks relevant to this subfactor and provide plans for mitigating those risks.

#### Subfactor 2- Quality System:

The Offeror shall discuss and provide detailed information regarding its Quality Assurance program and ability to implement and conform to AS 9100C. The following information is required in support of this subfactor:

- Identification that the Offeror's existing quality system is in compliance with AS 9100C, inclusive of evidence of compliance in the form of certification data.
- If not in compliance, provide a plan of action and milestones for fulfilling the requirements by the effective date of the contract.
- A description of the Quality Assurance equipment to be used to ensure compliance with the drawing package, as well as a description of procedures for quality control of tooling, jigs, and test equipment.

Identify any uncertainties and potential risks relevant to this subfactor, and provide plans for mitigating those risks.

#### Subfactor 3 – Management Approach:

The Management Approach shall include a discussion of the overall program plans, schedules, procedures, and methods of managing the program as well as discussion of the Project Manager's role, including collateral responsibilities; manufacturing management (including fabrication, assembly, and test); quality assurance management; configuration control management; subcontractor management; administrative services; risk management; and the management relationship structure of the program. Included in this approach is the responsibility to define points of contact and channels of communication between the contractor, the Government Technical Point of Contact (TPOC), and the Government Fleet Support Team for bomb racks as well as approaches for dealing with day-to-day issues and resolving potential contract issues affecting delivery and performance. There should be sufficient evidence that the offeror's integrated management approach will ensure that the program objectives meet the proposed price and schedule.

The offeror shall identify proposed staffing and experience levels, by technical specialty or management position, of key personnel to be assigned to this program, including those of major subcontractors and critical suppliers who will be responsible for assembly operations to demonstrate the contractor's capability to meet the proposed plan and manufacture of the BRU-32B/A. The offerors may use their own internal personnel and competency descriptions to describe experience and technical specialties provided the terms are explained within this section of the proposal or clearly cross-referenced to other sections of the proposal.

Identify any uncertainties and potential risks relevant to this subfactor, and provide plans for mitigating those risks.

**Subfactor 4 – Small Business Utilization Strategy:**

(1) **Strategies for using Small Business (SB) Concerns.** All Offerors (Large and Small Businesses) shall address their strategies for utilizing SB concerns in the performance of this contract, whether as a joint venture, teaming arrangement or subcontractor. For purposes of this solicitation, SB shall also include Small Disadvantaged Business, Veteran-Owned SB, Service-Disabled Veteran-Owned SB, HUBZone SB, Women-Owned SB, and Historically Black Colleges or Universities (HBCU) and Minority Institutions (MI). Each subcategory of SB shall be addressed. (This strategy is separate from, but shall be consistent with, the Small Business Subcontracting Plan, if the Plan is required.) In describing its strategy for this solicitation, the Offeror shall, as applicable:

- Describe its approach to identifying SB Concerns;
- Describe the extent of participation of SB Concerns on this contract, especially as principal subcontractors;
- Describe the extent of commitment to use such SB Concerns;
- Describe the complexity and variety of the work SB Concerns are to perform;
- Identify what processes have been implemented to correct past inability to meet proposed goals;
- Demonstrate (Large Business only) that its SB strategy is consistent with its SB Subcontracting Plan.
- Provide targets, expressed as dollars and percentages of total contract values for SB participation. Targets of subcontractors must be listed separately. Note: This calculation is different from the calculation required by FAR 52.219-9 in the Subcontracting Plan, as the Plan requires percentage of subcontracting value;
- Demonstrating Realism through Submission of Reports: To demonstrate the realism of the utilization strategy, the Large Business Offeror shall provide copies of the final or most recent SF 294s/Individual Subcontracting Reports (ISRs) for the most current three relevant contracts, that best demonstrate the Offeror's ability to achieve the proposed subcontracting goals. If the Offeror is a participant in the DoD Comprehensive Subcontracting Test Program, they shall provide copies of three final or most recent SF 295s/Summary Subcontracting Reports (SSRs). Explain how the results shown in the recent SF 295/SSR demonstrates the realism of the plan. The Small Business Offeror may provide this information in a format substantially the same as the ISR or SSR.

(2) **SB Subcontracting Plans:** The Large Business Offeror shall provide its SB Subcontracting Plan conforming to the requirements of FAR 19.7 and DFARS 219.7 as Annex 1. If the Offeror is a participant in the DoD Comprehensive Subcontracting Test Program specified in DFARS 219.7, the Offeror shall describe how SB participation on this contract will contribute to its overall Comprehensive Subcontracting goals. The Offeror shall describe its specific efforts to ensure the resulting contract meets or exceeds proposed goals. These efforts shall include, but are not limited to: sponsoring program specific outreach programs and industry conferences, establishing Mentor-Protégé relationships and using the NAVAIR Office of Small Business Programs website (<http://www.navair.navy.mil/osbp>) to locate small business concerns.

*(Note: The Subcontracting Plan of the successful Offeror(s) will be reviewed and approved by the PCO prior to contract award. See FAR 19.702 Statutory Requirements (a)(1) regarding failure of the apparent successful Offeror to negotiate and submit a Plan acceptable to the Contracting Officer.) The successful Offeror's Subcontracting Plan will be incorporated as an attachment to the resultant contract.*



### 3.0 VOLUME 3: PAST PERFORMANCE

#### 3.1 General

The Offeror shall identify any contracts performed within five years of this proposal submission date which contains efforts similar to those performed by Offeror, Offeror's principal subcontractors, and critical team members in solicitation (e.g., tasks, complexity, contract type, contract dollar value, etc.). Commercial contracts may be included. List the contracts from the most relevant to the least relevant. In general, recent performance will be considered more relevant than older performance. When possible, these contracts should include at least five of the most relevant contracts for the prime contractor, five of the most relevant contracts for each critical team member, and two of the most relevant contracts for each principal subcontractor (as defined in Paragraph I, General Instructions). If proposing as joint venture/single legal entity (JV/SLE), the Offeror should provide the five past performance references for the JV/SLE. If less than the five past performance references are available for the JV/SLE, each member of the JV/SLE should individually submit the five references in addition to their JV/SLE references.

For each contract identified, provide contract data, relevancy, past performance, and systemic improvement information as described below. Demonstrate the relevancy of the Offeror's, and if applicable, the Offeror's principal subcontractors' or critical team members' past performance and systemic improvements with respect to the solicitation requirements. For each past performance problem identified, describe the status of the systemic improvement efforts and, where applicable, demonstrate the impact that the systemic improvement effort had on resolving the problem such that it would not reoccur.

For contracts that have CPARS Reports that are more than six months old, e.g., the completion date is more than six months before the due date for this Past Performance Volume; the Offeror will forward a copy of the Past Performance Questionnaire Package (Attachment 3) to that contract customer's Program Manager. For all contracts identified which do not have CPARS Reports the Offeror will forward a copy of the Past Performance Questionnaire Package (Attachment 3) to that contract customer's PCO, Administrative Contracting Officer, and Program Manager with instructions to complete page 2 of the questionnaire. All questionnaires shall be forwarded within two weeks from the RFP release date with enough lead-time so that responses can be received by the Government concurrent with the Government's receipt of the Offeror's Past Performance information submitted as per paragraph 4.1 and 4.2 The Offeror shall include instructions for the customers to send completed questionnaires within two weeks of its receipt via e-mail to Ryan Mullins PCO, at [Email\\_Ryan.Mullins@navy.mil](mailto:Email_Ryan.Mullins@navy.mil) or via fax number (301)757-8941, thereby allowing the customer approximately 2 weeks to complete their response. This submittal information is provided at the top of the questionnaires to facilitate the Offeror's effort in meeting these instructions. The Offeror shall not conduct follow-up actions with regard to this questionnaire. The Government will ensure that the customers have received and will respond to the questionnaires. The Government may send any other questionnaires as necessary.

The Offeror shall provide written consent from their principal subcontractors and critical team members that will allow the Government to coordinate their Past Performance issue(s) with the Offeror. If the Offeror does not submit such written consent, then the Government will address any past performance issues directly with the principal subcontractor or critical team member and the Offeror will forfeit the opportunity to participate in any related discussions. Consequently, for any principal subcontractors and critical team members that do not provide such written consent, provide a point of contact (name, address, phone number, and email address) with which the Government may coordinate these issues and obtain any responses as needed.

The Government may use information other than that provided by the Offeror in their proposals to evaluate past performance. The Government may use Past Performance information obtained from sources other than those identified by the Offeror. The Past Performance Information Reporting System (PIRS) will be the primary method used to evaluate Past Performance. It is incumbent upon the Offeror to explain the relevance of the data provided. The Government has no duty to search for data to cure the problems it finds in the information provided by the Offeror. The Offeror has the burden of providing thorough and complete past performance information.

## (a) Contract Data

Provide all the information identified below separately for each contract. Additionally, provide this information electronically as a separate file on CD-ROM, which contains Offeror's Past Performance proposal in a Word Table in the format depicted below:

		Relevant Contract Data						
	Prime (P), or Sub (S)							
1.	Contractor Name	P1	P2	P3	P4	PX	S1	SX
2.	Title of contract							
3.	Contract number/type							
4.	Procuring agency							
5.	Description of product or service							
6.	Period of performance							
7.	Place of performance <sup>1</sup> and CAGE Code/ DUNs #							
8.	Dollar value of contract							
9.	Acquisition Phase(s) of Contract, e.g., SDD, Production							
10.	CPARS? - CPARS completion date - on DOD PPAIS? <sup>2</sup>							
11.	Recency <sup>3</sup>							
12.	Relevancy <sup>4</sup>							

<sup>1</sup> Place of Performance should be the same as being proposed in this solicitation. If different please include an explanation.

<sup>2</sup> CPARS (yes/no) - CPARS completion date - on DOD PPAIS (yes/no) (Indicate whether or not any CPARS have been completed and identify the last CPARS completion date and if it is currently on DoD PPAIS)

<sup>3</sup> Recency-Efforts performed within the last \_\_five\_\_ years.

<sup>4</sup> Relevancy – Provide a concise assessment of the degree of relevancy that each contract identified has to the solicitation; identifying tasks and/or aspects of the effort undertaken on the contract that are relevant to the program. Also provide the Offeror's assessment of the relevancy of the contract in terms of one of the following ratings: Very Relevant (V), Relevant (R), Somewhat Relevant (S), or Not Relevant (N) where:

Past Performance Relevancy Ratings	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved much of the magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

(b) Relevancy - The Offeror shall explain what aspects of the contract are deemed relevant to the proposed contract. At a minimum, identify key or critical tasks of the solicitation and indicate the relevancy of the "past performance" contract to these tasks. Also identify where contract performance took place and provide rationale why it is relevant to the solicitation if the location is different from where the related effort is proposed to take place.

(c) Past Performance Information - The Offeror shall provide a brief description of performance in delivering quality products in each of the following areas: 1) meeting technical requirements, i.e., the quality of technical performance, e.g., performing analysis, design, testing, etc., 2) meeting schedule requirements, i.e., schedule

performance, e.g., on time or late delivery, modification of original schedules and reasons for any changes, etc., 3) controlling contract cost, i.e., cost performance, and 4) managing the contracted effort, i.e., program management, e.g., cooperation with customer, subcontract management.

(d) Systemic improvement Information - Identify those systemic improvement actions taken to resolve past problems. Describe the techniques, elements, and tools used to correct problems and, if applicable, how these techniques, elements, and tools will be used during this contract.

Earned Value (If applicable): Provide earned value data generated for that contract, such as Cost Performance Report Format I, with variances, Cost Performance Index, and Schedule Performance Index. Identify if there were any Over Target Baselines or restructures, and how performance data was impacted. For CPARS data, explain significant differences between earned value measure and CPARS rating, e.g., Exceptional CPARS rating under Schedule and SPI of 0.85.

Award Fee (If applicable): Provide a summary of the award fee available and earned for each evaluation period over the past three years of an on-going contract, or last three years of a completed contract (both in dollars earned and percentage of available award fee received).

Small Business Concerns Participation Goals (if applicable): Note whether the contract met or exceeded small business, small disadvantaged business, small business HUB Zone, veteran-owned small business, service disabled veteran owned small business, women-owned small business participation and subcontracting goals.

### 3.2. Past Performance Data Requirements

Provide all the information identified below separately for each contract. Provide a summary of the Customer's Points of Contact in a MS Word Table using the format below which is illustrated with an example. Include an electronic copy of this table in MS Word on a CD.

1. Offeror's Name (Prime, Principal Sub, or Critical Team Member, JV/SLE, JV/SLE Member)	1. Contract #,  4. Offeror's Role (e.g., prime or sub)	Customer's Name	1. CPARS? Recent? 2. Questionnaire # ____ Sent? 3. For Subs - Agreement to allow Coordination with Prime?	Point of Contact's Name; Phone Number, Fax Number and E-mail address
AB (prime)	1. N009,  4. Prime	RYP	1. CPARS: No 2. Questionnaire #1: - Sent 5/4/05 3. N/A	Al (PM) 444-444-4444, fax 555-555-5555, Al@RYP
			1. CPARS: No 2. Questionnaire #2: - Sent 5/4/05 3. N/A	Sue (PCO) 333-333-3333 fax 222-222-2222 Sue@RTP
			1. CPARS: No 2. Questionnaire #3: - Sent 5/4/05 3. N/A	Joe (ACO) 111-111-1111 fax 888-888-8888 Joe@ RYP
AB (prime)	1. N008,	L&M	1. CPARS: Yes/No 2. Questionnaire # 1: - Sent 5/4/05	Sue (PCO) 333-333-3333 fax 222-222-2222

	4. Sub		3. N/A	Sue@AB
NNB (sub)	1. N007,  4. Prime	RST	1. CPARS: Yes/Yes 2. Questionnaire: - Not Sent 3. Agreement: Yes	Sue (PCO) 333-333-3333 fax 222-222-2222 Sue@NNB

#### 4.0 VOLUME 4: PRICE/COST PROPOSAL

##### 4.1 Volume Content:

- (a) This Volume shall contain the information requested below and shall include a copy of Section B with Contract Line Item Number (CLIN) Unit Prices, and for evaluation purposes, the Total Price filled in accordance with the instructions below. Section B prices shall be provided separately in one digital data copy in MS Office 2007 Excel format on CD-ROM media. Within all Excel spreadsheets, the Offeror shall use formulas and functions to the maximum extent possible and avoid using output type “value only” cells. If links are utilized, supply those referenced files. Spreadsheets shall not be protected.
- (i) Offerors shall insert the unit prices and amount for Contract Line Item Numbers (CLINs), which cover the base period of the contract and all option periods. For item 0001 and option items 0101, 0201, and 0301 the Offeror shall propose stepladder quantity ranges and the associated prices for those quantity ranges. The stepladder quantities listed in Section B are recommendations only. The Offeror may utilize these recommendations or, in accordance with FAR Clause 52.207-4 “Economic Purchase Quantities – Supplies”, the Offeror is invited to propose different stepladder quantities that would be more advantageous to the Government. However, the maximum quantity for any given year is 420. The successful Offeror’s stepladder quantities will be incorporated into the contract at the time of award. Offerors shall round the unit price and the total price to the nearest dollar.
- (ii) Completion of Item 0007, First Article Testing – BRU-32B/A, is required in accordance with paragraph 6.5 of the Statement of Work. Any non-recurring engineering costs associated with achieving a successful First Article Test shall be included in the cost of this CLIN. However, if an Offeror is determined to be qualified and First Article Testing is not required, CLIN 0007 will not be included in the award evaluation. It is noted that for Offerors requiring First Article Testing on the end-item bomb racks (CLIN 0007), the Government will be adding a cost of \$148,000 for the First Article Tests performed, for evaluation purposes, as this is the estimated cost of First Article Testing by the Government’s Independent Testing Laboratory, Dayton T. Brown. The inclusion of this cost is explained in more detail in Section M. No action is required by the Offeror on this point. This cost will be added to the proposal by the Government for evaluation of cost realism only, and will not increase the award amount.
- (iii) The Offeror’s unit pricing shall include the cost of Unique Identifier Data (UID) as required by DFARS clause 252.211-7003 “Item Identification and Valuation”. The Offeror shall provide a breakout of the portion of each proposed unit price (inclusive of profit) that is associated with the incorporation of UID. The Government requires that these costs be broken out separately in the Price Proposal in order to identify them easily. This information should be provided for each applicable CLIN, including Option Year CLINs. For those CLINs that utilize stepladder quantities, this information shall be provided at the stepladder level.
- (b) All price and price supporting information shall be contained in section B and the price proposal. No price or pricing information shall be included in any other technical volume including cover letters. Offerors are responsible for submitting sufficient information to enable the Government to fully evaluate their price proposal.

##### 4.2 Ground Rules and Assumptions:

(a) As this is a competitive acquisition with adequate price competition anticipated, any price documentation requested shall not be certified cost or pricing data in accordance with FAR 15.406-2. However, in the event that adequate price competition does not exist after receipt of proposals, the Government reserves the right to request additional cost or pricing data as necessary from both the Offeror and subcontractors and may conduct negotiations with the Offeror, pursuant to FAR Part 15.403-4, in order to ensure a reasonable and realistic price/cost. Further, the Offeror may be required to provide a Certificate of Current Cost or Pricing Data prior to award, pursuant to FAR 15.406-2. Offeror shall acknowledge the requirement to provide additional cost or pricing information and certify the data prior to award if/when requested by the Government.

(b) The Offeror shall provide sufficient information to support its price as well as an explanation of all ground rules and assumptions that affect the price estimates. Any apparent imbalances in the pricing, high or low proposed prices as compared to historical data, or any other anomalies should be fully explained. Topics to be addressed include, but are not limited to, investments, programmatic variables (e.g., inflation/escalation, location, make/buy decisions, prime/subcontractor relationships, and business base concerns), etc.

#### 4.3 Price Information:

(a) Reasonableness and Consistency between the Technical and Price Volumes. Demonstrate that the unit prices and the total proposed price are reasonable, realistic, and commensurate with the work required by the solicitation and the technical and management approaches identified in the Technical Volume of the proposal. Show traceability with the CLINS, the SOW, proposed effort, proposed manning levels, and the price. Refer to specific sections in the Technical Volume as needed to illustrate the consistency between the Price Volume and the Technical Volume. The Offeror shall explain any inconsistency between promised performance and price/cost, as well as any appearance of unbalanced pricing, in the proposal.

(b) The Government is not soliciting any investments. However, in order for the Government to properly assess a proposed price that appears low due to a corporate decision to absorb costs, e.g., lower than usual burdens or rates, the Offeror shall fully identify and explain any such investments.

(c) The Offeror shall identify the proposed prices/costs for each CLIN or SLIN as specified in Section B of this solicitation. For Fixed Priced CLINs/SLINs, the Schedule B Total Price is equal to the proposed unit price multiplied by the Section B Estimated Quantity for that CLIN.

#### 4.4 Use of Government Furnished Property:

(a) If the Offeror proposes/requires the use of Government Furnished Equipment (GFE) or Government Furnished Information (GFI), then the Offeror shall provide:

A complete description of the required GFE/GFI including part number and serial number, if applicable.

Where the GFE/GFI is to be located.

The name, organization, complete address and telephone number of a cognizant Government point of contact.

In the case of GFE/GFI accountable to other Government contracts, a copy of the correspondence authorizing use of such GFE/GFI on this contract.

The monetary impact to the Offeror's proposal if the proposed GFE/GFI is not provided as GFE/GFI.

If none, so state.

#### 4.5 Other Costs

The Offeror shall identify additional costs, that would be incurred that has not been identified in the solicitation and describe in detail the performance that would cause these costs. Also, describe any assumptions with regard to Government's actions (e.g., providing resources whether it be equipment or people) that enabled the proposed price/cost to be lower and identify the amount by which it is lower.

### **5.0 VOLUME 5 -- EXCEPTIONS, DEVIATIONS AND WAIVERS:**

In this Volume, the Offeror must certify that it contains all exceptions, deviations, and waivers that the Offeror takes from the provisions of the solicitation and its applicable documents. An “exception” is where an Offeror states it will not comply with a requirement, usually involving contract terms and conditions. A “deviation” is where an Offeror states it will not comply with a requirement but proposes an alternative to meet the intent of the requirement, usually involving a specification. A “waiver” is where an Offeror requests authorization for the Government to accept an item, which will depart from, specified requirements, but would nevertheless be considered suitable. Exceptions, deviations, and requests for waivers may cause proposals to be considered deficient. An assumption or condition shall not be considered an exception, deviation, or request for waiver as defined herein.

Provide a detailed description for each exception, deviation, or request for waiver, as applicable. The Offeror shall indicate the Offeror’s difficulty with the applicable requirement and the Offeror’s proposed solution. The Offeror shall specifically identify the portion of the solicitation and the Offeror’s proposal which are affected. If there are no exceptions, deviations or waivers, the Offeror shall provide a one-page Volume 5 in the Executive Summary stating so.

**5252.219-9501 LESS THAN FIVE PERCENT SMALL DISADVANTAGED BUSINESS SUBCONTRACTING GOAL (NAVAIR) (MAR 1999)**

Offerors submitting Small and Small Disadvantaged Business Subcontracting Plans per FAR Clause 52.219-9, “Small Business Subcontracting Plan” and DFARS Clause 252.219-7003, “Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)” which reflect a Small Disadvantaged Business (SDB) goal of less than five percent shall also provide, as a part of the subcontracting plan submission, those extenuating circumstances of why a five percent SDB goal cannot be proposed.

**5252.223-9001 NOTICE TO OFFERORS--USE OF OZONE DEPLETING SUBSTANCES (AUG 1993)**

(a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

**Class I ODS Identified**

**Specification/Standard**

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

**5252.227-9508 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR)(APR 1998)**

(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as “the Directive”), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A “Qualified U.S. Contractor” is a private individual or enterprise (hereinafter described as a “U.S.

Contractor”) that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. contractor is a U.S. citizen, or a person admitted lawfully into the United States for permanent residence and is located in the United States;

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. Contractor is engaged, or plans to engage. The purpose for which the data are needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. Contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the obligation, under certain circumstances to obtain an export license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. Contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. Contractor knows or no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(6) The U.S. contractor itself is not debarred, suspended, or otherwise determined ineligible by any agency of the U.S. Government to perform on U.S. Government contracts, has not been convicted of export control law violations, and has not been disqualified under the provisions of this Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 (attached hereto) to Commander, Defense Logistics Information Services (DLIS), Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and section 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLIS.

#### **5252.233-9500 PROTEST/APPEAL FILED WITH THE NAVAL AIR SYSTEMS COMMAND (NAVAIR) (MAR 1999)**

(a) Agency protests/appeals will be processed in accordance with the procedures established at FAR 33.103. A protest to the Naval Air Systems Command shall be filed with the Contracting Officer whose name and address are shown in FAR Clause 52.233-2, “Service of Protest” of this solicitation.

(b) The protester may request an independent review of the Contracting Officer’s decision on the protest by filing a written appeal with:

\*The Chief of the Contracting Office (AIR – 2.5E)

Tracy Medford

Naval Air Warfare Center Aircraft Division

AIR - 2.5 Contracts

21983 Bundy Road, Bldg 441

Patuxent River MD 20670

Phone: (301)737-2853

(c) The appeal must be received by the Chief of the Contracting Office within 10 calendar days after the Contracting Officer’s protest decision was issued. The appeal shall include (1) the name, address, and fax and telephone numbers of the appellant; (2) the solicitation or contract number; (3) a detailed statement of the factual grounds for the appeal, to include a description of resulting prejudice to the appellant; (4) copies of relevant

documents; (5) a request for an independent review by the Chief of the Contracting Office; (6) a statement as to the form of relief requested; and, (7) all information establishing the timeliness of the appeal.



## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY REFERENCE

52.217-5	Evaluation Of Options	JUL 1990
52.247-47	Evaluation--F.O.B. Origin	JUN 2003

## CLAUSES INCORPORATED BY FULL TEXT

**5252.209-9502 WAIVER AND EVALUATION OF FIRST ARTICLE TESTING AND APPROVAL (NAVAIR) (OCT 2005)**

(a) As used herein, the term:

(1) "first article," means preproduction models, initial production samples, test samples, first lots, pilot lots, and pilot models;

(2) "first article testing," means testing and evaluation the first article for conformance with specified contract requirements before or in the initial stage of production;

(3) "approval" means the Contracting Officer's written notification to the contractor accepting the test results of the first article.

(b) Offerors are advised that first article testing is required as a part of this contract in accordance with clause FAR 52.209-3, "First Article Approval – Contractor Testing" or FAR 52.209-4, "First Article Approval – Government Testing". The Government may waive this requirement when supplies identical or similar to those called for in the Schedule have previously been furnished by the offeror and have been accepted by the Government. If the offeror meets these conditions, the offeror shall list below the Government contract number(s) under which supplies identical or similar to those called for in the Schedule have previously been accepted by the Government:

Contract Contract

Contract Number Agency award date delivery date

_____	_____	_____	_____
_____	_____	_____	_____

(c) The Government may at its sole discretion, make an award excluding first article testing and approval. If the Government elects to waive first article testing and approval, the offer will be evaluated excluding first article testing and approval. Any differences in delivery schedules resulting from a waiver of first article testing will not be a factor in the evaluation for award.

(d) If the Government elects to waive first article testing, the First Article Approval clause set forth in the Section I and all other references to first article testing will be deleted in the contract at award.

(e) The prices for first article and first article tests in relation to production quantities shall not be materially unbalance, if first article test items or tests are to be separately priced.

**M- 1 EVALUATION FACTORS FOR AWARD (SUPPLIES OR SERVICES) 15 November 2011****PART A: GENERAL INFORMATION****1.0 GENERAL**

The Government expects to select one Offeror on the basis of its proposal providing the best value to the Government, all factors considered. Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit(s) in response to the requirement. The Offeror is advised that the proposal meeting the solicitation requirements with the lowest price may not be selected for an award if award to a higher priced Offeror is determined to be more beneficial to the Government. However, the perceived benefits of the higher priced proposal must merit the additional price.

## 2.0 EVALUATION PROCESS

The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation, in accordance with the solicitation. The Government reserves the right to hold discussions; however, award may be based upon the initial offer. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. All proposals will be evaluated for compliance with the terms, conditions, and requirements set forth in the solicitation. Failure to address each of the areas identified in Section L Part B Specific Information in the proposal may impact the resulting evaluation ratings and risk assessment.

## 3.0 EVALUATION FACTORS FOR AWARD

Proposals shall be evaluated using the factors and subfactors, listed below, Technical and Past Performance are weighted as equally important. Technical subfactors are listed in descending order of importance. Technical and Past Performance factors, when combined, are significantly more important than Price. However, price's degree of importance will increase commensurably with the degree of equality among different Offerors' Technical and Past Performance proposals.

### TECHNICAL

- Subfactor 1: Production Approach (Facilities, Equipment, and Personnel)
- Subfactor 2: Quality System
- Subfactor 3: Management Approach
- Subfactor 4: Small Business Utilization

### PAST PERFORMANCE

### PRICE

All evaluation factors other than price, when combined are significantly more important than price. The proposal must demonstrate to the Government's satisfaction that the Offeror will provide a quality supply or service that will ensure the successful accomplishment of the solicitation requirements and overall program objectives. If deemed appropriate by the Government, proposal information provided for one factor may be used to assess other factors. In addition, the Offeror's technical proposal will be reviewed to determine if it is consistent with the price proposal, and reflects a clear understanding of the scope of work necessary to meet the solicitation requirements.

For all the Technical factor and subfactors, a Technical Rating and Technical Risk Rating will be assigned. The Technical Rating reflects the degree to which the proposed approach meets or does not meet the minimum performance or capability requirements through an assessment of the strengths and deficiencies of the proposal. The degree of benefit to the Government associated with assigned strengths will be considered in determining whether the Offeror's approach and understanding of requirements rises to a level of being thorough or exceptional. The Technical Risk Rating considers the risk associated with the technical approach in meeting the requirement and is assessed by the identification of weakness(es). Assessment of technical risk considers potential for disruption of schedule, increase in costs, degradation of performance, the need to increase Government oversight, or the likelihood of unsuccessful contract performance. Offerors are advised that during the evaluation process, a technical factor or subfactor with an Unacceptable Technical Rating or a High Risk Rating may result in the entire proposal

being found unacceptable and eliminated from the competition. Offerors are also advised that a Marginal rating may make the proposal unawardable without discussions.

For the Past Performance factor, the Offeror's past performance will be evaluated to determine how relevant prior efforts accomplished by the Offeror are to the solicitation requirements. A Performance Confidence Assessment Rating will then be assigned, which addresses the Government's level of confidence in the Offeror's ability to perform the required effort successfully based on the Offeror's (including subcontractor's and/or JV/SLE team member's) relevant past performance and systemic improvement. More relevant past performance will typically be a stronger predictor of future success and have more influence on the Past Performance Confidence Assessment than past performance of lesser relevance. In the case of an Offeror without a record of past performance, without a record of relevant past performance, or for whom information on past performance is not available, the Offeror will receive a rating of Unknown which is considered a Neutral rating. Under Past Performance, the Government will evaluate how well an Offeror has performed similar work before. When proposals are received from contractor entities (e.g., teams, joint ventures) specifically formed to propose on a particular acquisition, the past performance evaluation will consider each individual team member.

## **PART B: SPECIFIC INFORMATION**

### **1.0 TECHNICAL**

The Government will evaluate the Offeror's proposal to determine the Offeror's understanding of, approach to, and ability to meet the solicitation requirements. The Government will assess the Offeror's Technical proposal with respect to its compliance with the solicitation requirements and the risk associated with the Offeror's approach. The evaluation will also include an assessment of the following, listed in descending order of importance:

#### Subfactor 1: Production Approach

Offerors will be evaluated on their ability to meet target schedules with emphasis on timing of the delivery of first lot and subsequent delivery rates identified in Section F of this solicitation. The Government will evaluate the milestone schedule for reasonableness in task identification and projections of task duration and linkages. The Government will look for an inherent consistency between the proposed tasks, durations, linkages, milestones and other reviews. The Government will also look for sufficient evidence that the proposed schedule describes a program with a high probability of successful completion as planned. The Government will assess the likelihood that the schedule can be executed as presented.

The Government will evaluate the Offeror's proposed production approach and appropriate identification and mitigation of relevant technical risks. The Government will evaluate the offeror's proposed approach as to how it will meet the requirements of the SOW, performance specification, warranty requirements, and technical data package. Information presented in the offeror's proposal must demonstrate an understanding of the processes required to manufacture, produce, deliver, and repair the required bomb racks. The offeror's proposal will be evaluated to determine if the offeror has a reasonable and executable production approach that covers all facets of planning, implementing, and sustaining production within current production capability at rates required if production options are awarded. As the Government delivery schedule is critical, additional consideration will be given to Offerors presenting reasonable and realistic plans for improving the target schedules. Warranty terms will be evaluated for length of warranty, turn-around time, and coverage. Extra consideration may be given to Offerors providing longer warranty periods.

In areas of risk, the Government will evaluate the risk mitigation plan and the demonstrated commitment toward fulfilling the needs of this program.

The following elements will be reviewed in order to ascertain strengths, weaknesses, and technical risk:

- Evidence that the offeror is in possession of, or has the ability to obtain the equipment and facilities that will enable the offeror to both repair warranted items and manufacture, inspect, test, and deliver BRU-32B/A Bomb Racks in accordance with the proposed milestone schedule. Plans for using existing facilities and equipment or any plans to obtain additional facilities and equipment will be reviewed to ensure that application of the proposed approach is feasible within the constraints of the schedule. If specialized tooling/equipment requirements are identified by the Offeror for BRU-32B/A manufacturing, the Government will evaluate additional risk and proposed mitigation of said risk.
- Evidence that the offeror can provide a staff of engineers, technicians, assemblers and other personnel with the appropriate experience and training needed to manufacture and test the BRU-32B/A, and meet the warranty requirements of this solicitation within the proposed schedule.
- The Government will review the Offeror's identification of items and services that the Offeror proposes to purchase in order to satisfy the requirements of the contract, as well as the Offeror's plans to control critical parts and critical requirements throughout the manufacturing process, including supplier controls to ensure that the production process can be carried out as proposed. Specific emphasis will be given to the Offeror's plans to coordinate the critical, long-lead items and subcontractors' efforts required to meet the production schedule outlined in section F and the Offeror's inspection plan for identifying level and type of inspection for each critical and major requirement. In addition, the Government will review the proposal's plan and processes effectively manage the supplier base with respect to quality, delivery, performance, discrepancy resolution, and procurement processing. The Offeror's methodology for monitoring their sub-vendors' compliance to quality and adherence to specification-mandated test requirements will also be evaluated.
- The proposed manufacturing techniques for the major components of the BRU-32B/A bomb racks listed in Section L will be reviewed for feasibility. The Government will also review the electronic assembly requirements to ensure that they meet or exceed industry standards. Additionally, the Government will review the manufacturing screening processes to ensure that they meet or exceed the engineering, test and evaluation requirements included in the SOW and Bomb Rack Specifications.
- The Government will make the determination that the Offeror either is or is not qualified to produce the BRU-32B/A without the requirement for First Article Testing in accordance with paragraph 6(b) of NAVAIR Instruction 4200.25. The Government will evaluate the Offeror's qualifications in order to determine if the information is valid and relevant. The Government will determine the impact that these qualifications will have on testing and production milestones, proposed production plan/schedule, and appropriate identification and mitigation of technical risks for producing and testing BRU-32B/A Bomb Racks and their major components.
- The processes used to meet the proposed warranty requirements will be reviewed for feasibility of coverage within the overarching production plan, and to ensure that they address the repair and correction of defective warranted items in clause 5252.246-9535.

The Government will evaluate the Offeror's identification of potential risks relevant to this subfactor, as well as the plans for mitigating those risks to ensure that they are reasonable and realistic.

#### Subfactor 2: Quality System

- If certification is provided, the Government will evaluate the Offeror's overall quality assurance approach for feasibility, reasonableness, completeness, and conformity to the required standards.

- If the offeror is not currently in compliance with AS 9100C the Offeror's plan will be evaluated to determine that it presents a realistic and convincing plan to establish conformance by the planned effective date of the contract.
- The Government will evaluate the Quality Assurance equipment identified in the proposal for use in ensuring compliance with the drawing package. The Offeror's proposed procedures for quality control for tooling, jigs, and test equipment will also be evaluated to ensure that they are realistic.

The Government will evaluate the Offeror's identification of potential risks relevant to this subfactor, as well as the plans for mitigating those risks, to ensure that they are feasible.

### Subfactor 3: Management Approach

- The Government will evaluate the Offeror's Program Management capabilities and plans for sufficient evidence that the Offeror's functional and organizational specialties support timely delivery of the bomb racks. Each Offeror will be evaluated on the extent to which the Offeror displays an understanding of the managerial requirements of this contract and the capability to execute them; this includes demonstrated ability to direct the administrative, technical, financial and manufacturing functions that will be required under this contract. More specifically, the Government will evaluate the offeror's plans and procedures to effectively manage the proposed program, cost controls, schedule, risk, and maintain both internal and external interface controls, provide configuration control and provide Government insight into the program process and technical issues through formal data submittals, periodic program reviews, and informal technical interchange. In addition, the Government will review how the proposal's plan and processes effectively manage the supplier base with respect to quality, delivery, performance, discrepancy resolution, and procurement processing. The Offeror's methodology for monitoring their sub-vendors' compliance to quality and adherence to specification-mandated test requirements will also be evaluated.

The Government will place emphasis on the extent to which the Offeror understands the potential risk areas, development of mitigation plans, and demonstration of an understanding of risk management techniques. Furthermore, the Government will evaluate the Offeror's staffing of key positions and that of applicable subcontractors to determine the offeror's capability to manage the manufacture of the BRU-32B/A.

The Government will evaluate the Offeror's proposed approach to ensure it demonstrates sound business practices that are likely to mitigate program risk to the Government and addresses ability to identify/manage areas of risk.

### Subfactor 6: Small Business Utilization Strategy

- The Offeror's strategy for utilizing Small Business, Small Disadvantaged Business, Women-Owned Small Business, HUB Zone Small Businesses, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business concerns and Historically Black Colleges/Universities and Minority Institutions (HBCU/MI) as well as its consistency with the proposed Small Business Subcontracting Plan (if applicable) will be evaluated. Such evaluations will focus on the extent of participation by small business concerns and the methods and effectiveness of the Offeror in finding, encouraging, and commitment to the use of these small business concerns in its business approach. The Offeror's demonstrated realism will also be assessed.

## **2.0 PAST PERFORMANCE**

There are two aspects to the past performance evaluation. First, the Government will evaluate the Offeror's and (if applicable) its principal subcontractors' and critical team members past performance to determine how relevant a

recent effort is to this instant effort. Similarity of the service/support, complexity, dollar value, contract type and degree of subcontracting/teaming may all be considered in the relevancy determination. Secondly, the Government will evaluate the Offeror's demonstrated past performance in delivering quality products and services and in meeting technical, price/cost, and schedule requirements on products and services deemed relevant to the solicitation requirements. Problems not addressed by the Offeror will be considered to still exist. The degree to which the Offeror can demonstrate that it has successfully applied continuous systemic improvement to resolve past performance problems will be evaluated. In the case of an Offeror without any relevant past performance or for whom the information on past performance is not available or is unknown, the Offeror will not be evaluated favorably or unfavorably and will be assigned a rating of neutral.

### 3.0 PRICE

Any understatement or overstatement of prices or inconsistencies between the Technical and Price proposals may reflect a lack of understanding of the work and could impact the technical rating and/or risk assessment. Therefore, any inconsistency between their proposed performance and price/cost should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature and risk of these techniques and their impact on price should be explained.

#### Firm Fixed Price CLINs:

Each Offeror's price proposal will be evaluated to determine whether it is complete, reasonable, and consistent with the Offeror's technical approach, reflects a clear understanding of the solicitation requirements, and contains balanced unit pricing. In its evaluation, the Government may use commercial published data, same or similar DoD contracts, Government estimates, industry standards, field pricing reports, or other information as deemed appropriate by the Government. In addition, with the exception of those costs to the Government that are equal to all Offerors, adjustments to the total proposed price will be made to include Government costs required to accomplish the Offeror's proposed approach (e.g., additional Government-Furnished Equipment/Government-Furnished Information required by the Offeror to implement its approach). These adjustments will also include the estimated costs of First Article Test at the Government designated testing facility. First Article Test is not required for qualified vendors, or in cases where the Government has elected to waive First Article Testing and Approval in accordance with NAVAIR Provision 5252.209-9502. For all other proposal submissions, the final price evaluated by the Government will be increased by \$148,000 in order to reflect estimated additional costs required for the completion of First Article Testing.

All stepladder quantity prices will be considered in the cost evaluation. The evaluated price for each CLIN containing stepladder quantities will be calculated by multiplying the midpoint quantity (rounded to the nearest whole number) times the average unit price as follows:

Midpoint of the maximum quantity of each CLIN x Average unit price of all proposed bands for each CLIN =  
Evaluated amount

The total evaluated price will be the sum of the Base Period CLINs plus the sum of any option Period CLINs, using the above calculation, plus the estimated cost of First Article Test, as applicable. The evaluation will not bind the Government to purchase any of the options.

Overall Summary Level for all CLINs

Normally, competition establishes price reasonableness. In limited situations, additional analysis will be required by the Government to determine reasonableness. If, after receipt of a proposal, the PCO determines that adequate price competition does not exist and a determination is made that none of the exceptions in FAR 15.403-1(b) apply, the Offeror may be required to provide certified cost and pricing data in accordance with FAR 15.403-4.

## **PART C: EVALUATION RATING AND RISK ASSESSMENT DEFINITIONS**

The definitions below will be used by the Government when assessing solicitation compliance and the expected results of the Offeror's proposed approach.

### **1.0 TECHNICAL EVALUATION RATINGS**

Technical Ratings: The technical rating assignments reflect the Government's assessment of the quality of the Offeror's technical solution for meeting the Government's requirement.

<b>Technical Ratings</b>		
Color	Rating	Description
Blue	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. The proposal contains multiple strengths and no deficiencies.
Purple	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains at least one strength and no deficiencies.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Proposal has no strengths or deficiencies.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements.
Red	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies and is unawardable.

### **2.0 TECHNICAL RISK RATINGS**

Technical Risk Ratings: The risk rating assignments reflect the Government's assessment of potential for disruption of schedule, increased cost, degradation of performance, the need for increased Government oversight, or the likelihood of unsuccessful contract performance associated with the Offeror's technical approach.

Rating	Description
Low	Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Can potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.

High	Is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.
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### 3.0 PAST PERFORMANCE RELEVANCY RATINGS

Past Performance Relevancy Ratings: More relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

### 4.0 PERFORMANCE CONFIDENCE ASSESSMENT RATINGS

Performance Confidence Assessment Ratings: Performance Confidence Assessment rating assignments reflect the Government's confidence that the Offeror will successfully perform the solicitation's requirements based on the Offeror's recent and relevant past performance record.

Rating	Description
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.



## 5.0 OTHER DEFINITIONS

**Strength:** An aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

**Weakness:** A flaw in the proposal that increases the risk of unsuccessful contract performance (FAR 15.001)

**Significant Weakness:** A flaw that appreciably increases the risk of unsuccessful contract performance (FAR 15.001)

**Deficiency:** a material failure of a proposal to meet a Government requirement or a combination of significant weakness in a proposal that increase the risk of unsuccessful contract performance to an unacceptable level. (FAR 15.001)

**Recency:** as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

**Relevance:** as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

**Risk:** as it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an offeror's proposed approach to achieving the technical factor or subfactor may involve risk of disruption of schedule, degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance

### **5252.245-9504 USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (NAVAIR) (MAR 1999)**

(a) Policy. It is the policy of the Department of Defense to put Government production and research property which is in the possession of a contractor or subcontractor to the greatest possible use in the performance of Government contracts or subcontracts, so long as such use does not confer a competitive advantage on the contractor or subcontractor contrary to the provisions of FAR Part 45. When necessary to eliminate the competitive advantage that might otherwise arise out of the use of Government production and research property, it is the policy of the Department of Defense to use a rental equivalent in evaluating solicitations, or, where use of a rental equivalent is not practical, to charge rent for such use. To that end, the following information is provided and the following questions are asked. (For definitions and a detailed statement of the policy involved, see FAR Part 45.)

(b) Offer of Existing Government Production and Research Property.  
None.

(c) Need of Offeror/Quoter or his Anticipated Subcontractors for Use of Existing, Additional or Replacement Special Test Equipment or Special Tooling. (Note: All boxes in this paragraph (c) to be checked and information supplied, as appropriate, by offeror/quoter.)

(1) Existing Government Production and Research Property. Performance of work under the proposed contract will require the use of Government production and research property already in the possession of -

- ☐ (i) offeror/quoter,
- ☐ (ii) any of his anticipated subcontractors.

(2) Additional or Replacement Special Test Equipment. Performance of work under the proposed contract will require the Government to provide additional or replacement special test equipment -

- ☐ (i) for offeror/quoter,
- ☐ (ii) for any of his anticipated subcontractors.

If either box is checked and the exact nature of the special test equipment involved is known, offeror/quoter shall identify each item to be acquired for the Government as a separate item or by category if individual items are low in value. If the exact nature of the equipment is known, offeror/quoter shall define the extent to which the contractor will be responsible for acquiring special test equipment for the Government and the contract shall contain the information. In such case, the clause set forth in FAR Clause 52.245-18, "Special Test Equipment" will be inserted in the contract.

(3) Additional or Replacement Special Tooling. Performance of the work under the proposed contract will require the Government to provide additional or replacement special tooling -

- ☐ (i) for offeror/quoter,
- ☐ (ii) for any of his anticipated subcontractors.

If either box is checked, offeror/quoter shall identify each item of the special tooling separately to the maximum extent practicable, or by category if individual items are low in value. If such identification is impracticable and the proposed contract is of a fixed-price type, the clause set forth in FAR Clause 52.245-17, "Special Tooling" will be included in the contract. All such special tooling costs shall be set forth in the cost and pricing data and supporting attachments. Additional justification supporting those costs may be requested at or prior to negotiations.

(4) Screening Government Special Test Equipment. With respect to (2) above, for items listed in DFARS 245.301 having an item acquisition cost of \$10,000 or more, the offeror/quoter selected for the proposed contract will be required to submit, for himself and for his subcontractors, DOD Production Equipment Requisition/Non-Availability Certificate (DD Form 1419) to Defense Industrial Plant Equipment Center (DIPEC), Memphis, Tennessee 38102 (via the Contracting Officer) to ascertain whether any existing Government-owned facilities or special test equipment can be utilized. Items listed in DFARS 245.301 will not be permitted to be acquired within the notice period specified in FAR Clause 52.245-18, unless a certificate of non-availability is received from DIPEC.

(d) Eliminating Competitive Advantage.

(1) Method. With respect to the use of Government production and research property by offeror/quoter, the Government will either -

- ☒ (i) charge rent in accordance with FAR 45.202-2, or
- ☐ (ii) use an evaluation factor in lieu of rent, in accordance with FAR 45.201 (but see (e)(2) below).

If (i) is checked, the information required by (e)(1) below need not be furnished. However, offeror/quoter may use the property only after obtaining the written approval of the Contracting Officer having cognizance of the property, in accordance with FAR 45.202-2.

(2) Use of Government Production and Research Property in Excess of Authorization. No rent-free use of Government production and research property other than as described and permitted in the executed contract (both as to items and extent of use) shall be authorized after award unless such use is approved in writing by the Contracting Officer cognizant of the property, and either -

- (i) rent calculated in accordance with FAR 45.403 is charged, or
- (ii) the contract price is reduced by an equivalent amount.

(e) Additional Information. (Note: All boxes in this paragraph (e) to be checked and information supplied, as appropriate by offeror/quoter.)

(1) Information Relating to Evaluation Factor. If offeror/quoter or any of his anticipated subcontractors intends to use existing, additional or replacement Government production and research property in the performance of the proposed contract, and an evaluation factor in lieu of rent is to be used (see (d) above), the offeror/quoter shall submit -

- (i) a list or description of all property involved which he or his anticipated subcontractors propose to use;
- (ii) with respect to such property already in the possession of the offeror/quoter and his anticipated subcontractors, identification of the contract or contracts under which the property is held and written permission for such use by the Contracting Officer having cognizance of the property;

(iii) the months during which such property will be available for use.

(2) Use of Evaluation Factor Not Practical. Use of an evaluation factor referred to in (e)(2)(ii) above is not practical -

☐ (i) for offeror/quoter,

☐ (ii) for any of his anticipated subcontractors.

If either box is checked, the offeror/quoter should give brief supporting reasons. If reasons are accepted, rent will be charged for the use of Government production and research property under the proposed contract or subcontract(s), as appropriate, notwithstanding the Government's contrary intention indicated in (e)(1)(ii) above.

(3) Notice of Possible Restrictions on Disposal of Government Production and Research Property. In accepting the use of any Government production and research property pursuant to this solicitation, offeror/quoter covenants that he will not act so as to create restrictions on the disposal of such property, except as indicated below:

☐ (i) offeror/quoter intends to install or construct the Government production and research property (other than foundations or similar improvements necessary for the installation of special tooling, special test equipment and plant equipment) provided for the proposed contract on land now owned by the Government in such fashion as to be nonseverable,

☐ (ii) patent or other proprietary rights may restrict the disposal of the Government production and research property provided for the performance of the proposed contract.

If either box is checked, the conditions specified in FAR 45.309 must be satisfied.