

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 57 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. N6833518R0062		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 13 Dec 2017		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAVAL AIR WARFARE CENTER AD (LKE) 2.5.2.5.2 HWY 547 B562 ROOM 306 JOINT BASE MDL NJ 08733-5000 CODE N68335 TEL: 732-323-1192 FAX:				8. ADDRESS OFFER TO (If other than Item 7) See Item 7 CODE TEL: FAX:							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and _____ 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 _____ until _____ local time _____ (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 RHONDI BATES		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 732-323-4832				C. E-MAIL ADDRESS rhondi.bates@navy.mil			
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ 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			
AWARD (To be completed by Government)											
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

POINTS OF CONTACT

Mr. Rhondi Bates
Contract Specialist
Rhondi.bates@navy.mil
(732) 323-4832

1. The purpose of this solicitation is for the intended award for the production and delivery of of custom cables, Ethernet hubs, and RS-232 switches for the MQ-4C Triton Unmanned Air Systems (UAS) Program.
2. This procurement is a 100% Small Business Set-Aside.

This requirement includes information that is only releasable to current and approved Department of Defense (DoD) contractors. Some documents are under Federal export control for “sensitive” or “controlled” technologies regulated by the U.S. Department of State 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. 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 as defined under the U.S. Department website: <http://pmdtc.org/licenses.htm>.

To receive the necessary technical data for proposal purposes, Contractors must submit a valid, current DD Form 2345 Military Critical Technical Data Agreement to this office. The DD Form 2345 must be on file with the United States/Canada Joint Certification Office. To file a DD Form 2345, please visit the DLIS website at www.dlis.dla.mil/jcp/, or contact them at 1-800-352-3572. This website will provide all necessary information concerning certification under the Joint Certification Program.

Total Evaluation Price will be based on the unit price for the lowest range quantity.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	CABLE ASSEMBLY, BETTIE TO IMMC EMERGENCY FFP P/N:B003310G01800-0005	7	Each		
	Base Year: Step Ladder Pricing 1-4..... 5-8..... 9-11.....				
	FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	CABLE, BETTIE J2/ETHERNET J8 FFP P/N:B003310G01803-0001	7	Each		
	Base Year: Step Ladder Pricing 1-4..... 5-8..... 9-11.....				
	FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	CABLE, BETTIE J2/ETHERNET J2-7 FFP P/N:B003310G01803-0003	7	Each		
	Base Year: Step Ladder Pricing 1-4..... 5-8..... 9-11.....				
	FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	MANUAL SWITCH TO IMMC FFP P/N:B003310G01805-0001 Base Year: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	7	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	BETTIE TO FAP CABLE FFP P/N:B003310G01806-0001 Base Year: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	7	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	CABLE ASSEMBLY, BETTIE TO IMMC EMERGENCY FFP P/N:B003310G01809-0001	7	Each		
	Base Year: Step Ladder Pricing 1-4..... 5-8..... 9-11.....				
	FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	ETHERNET HUB FFP P/N:3673310G521-3	7	Each		
	Base Year: Step Ladder Pricing 1-4..... 5-8..... 9-11.....				
	FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	RS-232 SWITCH FFP P/N:B003310G01807-0001 Base Year: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	7	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	CABLE ASSEMBLY, BETTIE TO IMMC EMERGENCY FFP P/N:B003310G01800-0005 Year two: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	11	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	CABLE, BETTIE J2/ETHERNET J8 FFP P/N:B003310G01803-0001	11	Each		
	Year two: Step Ladder Pricing 1-4..... 5-8..... 9-11.....				
	FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011	CABLE, BETTIE J2/ETHERNET J2-7 FFP P/N:B003310G01803-0003	11	Each		
	Year two: Step Ladder Pricing 1-4..... 5-8..... 9-11.....				
	FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012	MANUAL SWITCH TO IMMC FFP P/N:B003310G01805-0001 Year two: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	11	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013	BETTIE TO FAP CABLE FFP P/N:B003310G01806-0001 Year two: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	11	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014	CABLE ASSEMBLY, BETTIE TO IMMC EMERGENCY FFP P/N:B003310G01809-0001	11	Each		
	Year two: Step Ladder Pricing 1-4..... 5-8..... 9-11.....				
	FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015	ETHERNET HUB FFP P/N:3673310G521-3	11	Each		
	Year two: Step Ladder Pricing 1-4..... 5-8..... 9-11.....				
	FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016	RS-232 SWITCH FFP P/N:B003310G01807-0001 Year two: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	11	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017	CABLE ASSEMBLY, BETTIE TO IMMC EMERGENCY FFP P/N:B003310G01800-0005 Year three: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	11	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018	CABLE, BETTIE J2/ETHERNET J8 FFP P/N:B003310G01803-0001 Year three: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	11	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019	CABLE, BETTIE J2/ETHERNET J2-7 FFP P/N:B003310G01803-0003 Year three: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	11	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020	MANUAL SWITCH TO IMMC FFP P/N:B003310G01805-0001 Year three: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	11	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021	BETTIE TO FAP CABLE FFP P/N:B003310G01806-0001 Year three: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	11	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0022	CABLE ASSEMBLY, BETTIE TO IMMC EMERGENCY FFP P/N:B003310G01809-0001 Year three: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	11	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0023	ETHERNET HUB FFP P/N:3673310G521-3 Year three: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	11	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0024	RS-232 SWITCH FFP P/N:B003310G01807-0001 Year three: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	11	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0025	CABLE ASSEMBLY, BETTIE TO IMMC EMERGENCY FFP P/N:B003310G01800-0005 Year four: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	11	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0026	CABLE, BETTIE J2/ETHERNET J8 FFP P/N:B003310G01803-0001	11	Each		
	Year four: Step Ladder Pricing 1-4..... 5-8..... 9-11.....				
	FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0027	CABLE, BETTIE J2/ETHERNET J2-7 FFP P/N:B003310G01803-0003	11	Each		
	Year four: Step Ladder Pricing 1-4..... 5-8..... 9-11.....				
	FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0028	MANUAL SWITCH TO IMMC FFP P/N:B003310G01805-0001 Year four: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	11	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0029	BETTIE TO FAP CABLE FFP P/N:B003310G01806-0001 Year four: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	11	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0030	CABLE ASSEMBLY, BETTIE TO IMMC EMERGENCY FFP P/N:B003310G01809-0001	11	Each		
	Year four: Step Ladder Pricing 1-4..... 5-8..... 9-11.....				
	FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0031	ETHERNET HUB FFP P/N:3673310G521-3	11	Each		
	Year four: Step Ladder Pricing 1-4..... 5-8..... 9-11.....				
	FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0032	RS-232 SWITCH FFP P/N:B003310G01807-0001 Year four: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	11	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0033	CABLE ASSEMBLY, BETTIE TO IMMC EMERGENCY FFP P/N:B003310G01800-0005 Year five: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	10	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0034	CABLE, BETTIE J2/ETHERNET J8 FFP P/N:B003310G01803-0001 Year five: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	10	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0035	CABLE, BETTIE J2/ETHERNET J2-7 FFP P/N:B003310G01803-0003	10	Each		
	Year five: Step Ladder Pricing 1-4..... 5-8..... 9-11.....				
	FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0036	MANUAL SWITCH TO IMMC FFP P/N:B003310G01805-0001	10	Each		
	Year five: Step Ladder Pricing 1-4..... 5-8..... 9-11.....				
	FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0037	BETTIE TO FAP CABLE FFP P/N:B003310G01806-0001	10	Each		
	Year five: Step Ladder Pricing 1-4..... 5-8..... 9-11.....				
	FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0038	CABLE ASSEMBLY, BETTIE TO IMMC EMERGENCY FFP P/N:B003310G01809-0001	10	Each		
	Year five: Step Ladder Pricing 1-4..... 5-8..... 9-11.....				
	FOB: Destination				

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0039	ETHERNET HUB FFP P/N:3673310G521-3 Year five: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	10	Each		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0040	RS-232 SWITCH FFP P/N:B003310G01807-0001 Year five: Step Ladder Pricing 1-4..... 5-8..... 9-11..... FOB: Destination	10	Each		
					<hr/>
					MAX 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.)

Section C - Descriptions and Specifications

SOW

**Statement of Work for
MQ-4C X-BETTIE CABLES, ETHERNET HUBS, AND RS-232 SWITCHES**

1.0 SCOPE

This Statement of Work (SOW) is for the Firm Fixed Price procurement of custom cables, Ethernet hubs, and RS-232 switches for the MQ-4C Triton Unmanned Air Systems (UAS) Program. The items will be used to support Broad Area Maritime Surveillance Evaluation, Test & Troubleshooting Interface Equipment (X-BETTIE) Laptop Computers.

1.1 Applicable Documents:

- a) MIL-STD-130N – Identification Marking of U.S. Military Property
- b) Drawing #3909AS9999 Rev B, Identification Plate for Support Equipment/UID Markings
- c) Drawing & Parts List B003310G01800 Rev D
- d) Drawing & Parts List B003310G01803 Rev B
- e) Drawing & Parts List B003310G01805 Rev C
- f) Drawing & Parts List B003310G01806 Rev C
- g) Drawing & Parts List B003310G01809 Rev A
- h) Drawing & Parts List 3673310G521 Rev A
- i) Drawing & Parts List 3673310G522 Rev A
- j) Drawing & Parts List 3673310G523 Rev A
- k) Drawing & Parts List B003310G01807

2.0 REQUIREMENTS**2.1 General**

The contractor shall provide materials and services as required to manufacture, assemble and deliver custom cables, Ethernet hubs, and RS-232 switches for the MQ-4C UAS Program. They shall be manufactured in accordance with this SOW, the Government furnished drawing packages, and the requirements of the contract.

The program is requesting a five (5) year Indefinite Delivery/Indefinite Quantity type contract.

Year 1 quantities will be ordered in the first delivery order.

Year 2 quantities are valid from date of IDIQ award through 730 days.

Year 3 quantities are valid from date of IDIQ award through 1095 days.

Year 4 quantities are valid from date of IDIQ award through 1460 days.

Year 5 quantities are valid from date of IDIQ award through 1825 days.

Part Number (P/N)	Description	Year 1 / DO 0001	Max. Qty.- Year 2	Max. Qty.- Year 3	Max. Qty.- Year 4	Max. Qty.- Year 5
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B003310G01800-0005	BETTIE CABLE ASSEMBLY, BETTIE TO GCP	7	11	11	11	10
B003310G01803-0001	CABLE, BETTIE J2/ETHERNET J8	7	11	11	11	10
B003310G01803-0003	CABLE, BETTIE J2/ETHERNET J2-7	7	11	11	11	10
B003310G01805-0001	MANUAL SWITCH TO IMMC	7	11	11	11	10
B003310G01806-0001	BETTIE TO FAP CABLE	7	11	11	11	10
B003310G01809-0001	CABLE ASSEMBLY, BETTIE TO IMMC EMERGENCY BOOT CABLE	7	11	11	11	10
3673310G521-3	ETHERNET HUB	7	11	11	11	10
B003310G01807-0001	RS-232 SWITCH	7	11	11	11	10

2.2 Quality Assurance

The QA system shall be able to ensure that manufactured configuration items are built to print, functional, and reliably made in accordance with controlling technical drawings, specifications and standards. Each item manufactured as part of this contract shall have passed a Government final inspection prior to DD-250.

2.3 Certificate of Conformance

The Contractor shall provide a Certificate of Conformance (COC) with each shipment certifying that all hardware within the lot conforms to the government drawing package, this SOW, and the requirements of the contract. The COC shall be on company letterhead and signed by management. Each COC shall identify the part numbers and quantities delivered with each shipment. If any parts are found to be non-conforming, they shall be replaced at the Contractor's expense.

2.4 Government Inspection and Acceptance

Government Inspection and Acceptance shall be accomplished at the source by representatives of Defense Contract Management Agency (inspect/accept at Origin).

2.5 Item Unique Identification (IUID) Marking of US Military Property

In accordance with DFARS Clause 252.211-7003 Item Identification and valuation, the Contractor is required to mark and register all end items and their components meeting the requirements called out in MIL-STD-130N. These include components for which the Government's unit acquisition cost is \$5,000 or greater, or any component, subassembly or embedded part that is serially managed, mission essential or a controlled inventory item.

2.5.1 Construct and Method

Details on creating the UID and the marking method are contained in MIL-STD-130N. The UID shall be or Construct #2.

2.5.2 UID Location and Marking

The locations and marking methods selected should bear no impact on the performance of the part and minimal configuration change(s) to the part. The UID (including 2D Matrix) should be incorporated onto the data plate in accordance with Drawing 3909AS9999 Rev B (Identification Plate/UID Markings). If the 2D matrix can't be incorporated onto the data plate, a 2D matrix sticker can be applied onto the main data plate provided it can be done without covering any critical data. When the 2D Data Matrix is placed directly onto the data plate, the Part Number, Serial Number and CAGE human readable characters are not required. If the above cannot be accomplished, a separate data plate can be attached which contains the 2D Matrix plus the human readable characters for the Part Number, Serial Number and CAGE. This added data plate should be attached in close proximity to the main data plate.

2.5.3 Permanency and Legibility

The UID marking and identification plates, tags, or labels when used on equipment, parts, assemblies, subassemblies, units, sets, or groups shall be permanent during the normal life expectancy of the item and be capable of withstanding the environmental test and cleaning procedures specified for the item. Legibility shall be as required for ready readability as per MIL-STD-130N.

2.5.4 UID Registration

The prime Contractor has the responsibility to furnish Item Unique Identification (IUID) data to the IUID registry. Data submission of IUID data and acquisition cost should be via Wide Area Work Flow (WAWF), IUID XML file, IUID flat file or web entry. Additional information regarding data submission as well as the actual marking can be found at <http://www.acq.osd.mil/dpap/UID/>.

2.5.5 Records

The Contractor shall maintain an accurate, current list of UIDs for all manufactured items on this contract and supply to the Government upon request. The list shall include P/N, Serial #, CAGE, UID Location, Construct used, how it was marked and the registration method used.

3.0 PACKAGING, PRESERVATION AND SHIPPING

Packaging and preservation for shipping shall be in accordance with best commercial practices for long term preservation. Shipments shall be packaged and transported (**FOB Destination**) via safe, secure, reliable, and traceable means of transportation and provide protection from normal climatic/weather conditions and incidental mishandling during shipping to prevent any damage or loss during shipment. All shipments under this contract shall be addressed to the NAVAIR Lakehurst Staging Facility as indicated below:

Naval Air Warfare Center, Aircraft Division
Support Equipment Staging Facility
Building 195 (Hangar 6)
Highway 547
Lakehurst, New Jersey 08733
Mark For: MQ-4C Program

Shipping POC: Debra Geib, 732-323-1955

*No Friday Deliveries

All exterior shipping containers/packaging shall at a minimum be marked with the following information: Part Number; Nomenclature; Quantity; Serial number(s); Contract Number; National Stock Number; and Manufacturer's Name, Address, and CAGE Code.
Deliveries shall be made within (6) months of order receipt.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

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.

CLAUSES INCORPORATED BY FULL TEXT

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.

CLAUSES INCORPORATED BY FULL TEXT

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:

□

(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.

CLAUSES INCORPORATED BY FULL TEXT

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

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	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
0005	Origin	Government	Origin	Government
0006	Origin	Government	Origin	Government
0007	Origin	Government	Origin	Government
0008	Origin	Government	Origin	Government
0009	Origin	Government	Origin	Government
0010	Origin	Government	Origin	Government
0011	Origin	Government	Origin	Government
0012	Origin	Government	Origin	Government
0013	Origin	Government	Origin	Government
0014	Origin	Government	Origin	Government
0015	Origin	Government	Origin	Government
0016	Origin	Government	Origin	Government
0017	Origin	Government	Origin	Government
0018	Origin	Government	Origin	Government
0019	Origin	Government	Origin	Government
0020	Origin	Government	Origin	Government
0021	Origin	Government	Origin	Government
0022	Origin	Government	Origin	Government
0023	Origin	Government	Origin	Government
0024	Origin	Government	Origin	Government
0025	Origin	Government	Origin	Government
0026	Origin	Government	Origin	Government
0027	Origin	Government	Origin	Government
0028	Origin	Government	Origin	Government
0029	Origin	Government	Origin	Government
0030	Origin	Government	Origin	Government
0031	Origin	Government	Origin	Government
0032	Origin	Government	Origin	Government
0033	Origin	Government	Origin	Government
0034	Origin	Government	Origin	Government
0035	Origin	Government	Origin	Government
0036	Origin	Government	Origin	Government
0037	Origin	Government	Origin	Government
0038	Origin	Government	Origin	Government
0039	Origin	Government	Origin	Government
0040	Origin	Government	Origin	Government

CLAUSES INCORPORATED BY REFERENCE

52.232-6	Payment Under Communication Service Contracts with Common Carriers	APR 1984
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

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 **[Government Personnel]**.

(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.

5252.246-9517 CONSTRUCTIVE ACCEPTANCE PERIOD (NAVAIR) (MAR 1999)

For the purpose of FAR Clause 52.232-25, "Prompt Payment", paragraph (a)(5)(i), Government acceptance shall be deemed to have occurred constructively on the **[60th]** day after the contractor delivered the supplies or performed the services.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	01-FEB-2018	7	NAVAIR LAKEHURST DEBRA GEIB HWY 547 BLDG 195 SE STAGING AREA, HANGER 6 MARK FOR MQ-4C PROGRAM LAKEHURST NJ 087333 732-323-1955 FOB: Destination	N68335
0002	01-FEB-2018	7	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0003	01-FEB-2018	7	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0004	01-FEB-2018	7	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0005	01-FEB-2018	7	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0006	01-FEB-2018	7	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0007	01-FEB-2018	7	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0008	01-FEB-2018	7	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0009	01-FEB-2019	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0010	01-FEB-2019	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0011	01-FEB-2019	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0012	01-FEB-2019	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0013	01-FEB-2019	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335

0014	01-FEB-2019	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0015	01-FEB-2019	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0016	01-FEB-2019	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0017	01-FEB-2020	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0018	01-FEB-2020	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0019	01-FEB-2020	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0020	01-FEB-2020	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0021	01-FEB-2020	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0022	01-FEB-2020	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0023	01-FEB-2020	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0024	01-FEB-2020	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0025	01-FEB-2021	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0026	01-FEB-2021	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0027	01-FEB-2021	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0028	01-FEB-2021	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0029	01-FEB-2021	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0030	01-FEB-2021	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0031	01-FEB-2021	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335

0032	01-FEB-2021	11	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0033	01-FEB-2021	10	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0034	01-FEB-2021	10	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0035	01-FEB-2021	10	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0036	01-FEB-2021	10	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0037	01-FEB-2021	10	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0038	01-FEB-2021	10	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0039	01-FEB-2021	10	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335
0040	01-FEB-2021	10	(SAME AS PREVIOUS LOCATION) FOB: Destination	N68335

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (NAVAIR)(MAR 1999)

As referred to in paragraph (b) of FAR 52.216-22 " Indefinite Quantity" of this contract, the contract minimum quantity is 7; the maximum quantity is 50.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-7006	Billing Instructions	OCT 2005
252.209-7010	Critical Safety Items	AUG 2011

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions, as used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

COMBO

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Origin

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC:	<u>TBD</u>
Issue By DoDAAC:	<u>N68335</u>
Admin DoDAAC:	<u>TBD</u>
Inspect By DoDAAC:	<u>TBD</u>
Ship To Code:	<u>N68335</u>
Ship From Code:	<u>TBD</u>
Mark For Code:	<u></u>
Service Approver (DoDAAC):	<u></u>
Service Acceptor (DoDAAC):	<u></u>
Accept at Other DoDAAC:	<u></u>
LPO DoDAAC:	<u></u>
DCAA Auditor DoDAAC:	<u></u>
Other DoDAAC(s):	<u></u>

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

TBD

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

5252.201-9500 TECHNICAL POINT OF CONTACT (TPOC)(NAVAIR)(SEP 2012)

(a) The Technical Point of Contact (TPOC) for this contract is:

John Carswell

Naval Air Warfare Center, Aircraft Division

Highway 547, Code 481300B120 (Bldg. 120)

Lakehurst, NJ 08733-5104

Telephone: (732) 323-2556 or DSN 624-2556

E-Mail Address: john.carswell1@navy.mil

(b) This individual is not a Contracting Officer nor a Contracting Officer's Representative (COR)/Task Order COR (TOCOR) and has no authority to make changes, verbally or otherwise, to the existing contract or order. Further, no authority has been delegated to this individual by the Procuring Contracting Officer (PCO).

(c) The contractor may use this technical POC for technical questions related to the existing contract or order. Also, as a representative of the requiring activity, the TPOC may perform or assist in such areas as: base access forms, security related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), clarification of technical requirements, and statement of work inquiries.

(d) The contractor shall immediately notify the Procuring Contracting Officer in writing if the contractor interprets any action by the TPOC to be a change to the existing contract.

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.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(NOV 2017)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained	Retained for Performance By:
[N/A]	[N/A.]
[

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

Additional Functions	Retained for Performance By:
[N/A]	[N/A]
[

(c) Inquiries regarding payment should be referred to: MyInvoice through the Wide Area Workflow eBusiness Suite: <https://wawf.eb.mil>.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

252.225-7048

Export-Controlled Items

JUN 2013

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.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
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	System for Award Management	OCT 2016
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-5	Material Requirements	AUG 2000
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 2010) - Alternate I	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.216-19	Order Limitations	OCT 1995
52.216-21	Requirements	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.216-24	Limitation Of Government Liability	APR 1984
52.216-25	Contract Definitization	OCT 2010
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-14	Limitations On Subcontracting	JAN 2017
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-50	Combating Trafficking in Persons	MAR 2015

52.222-54	Employment Eligibility Verification	OCT 2015
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
52.227-1	Authorization and Consent	DEC 2007
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	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.246-23	Limitation Of Liability	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
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 Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Dec 2016)	DEC 2016
252.225-7012	Preference For Certain Domestic Commodities	DEC 2016
252.225-7013	Duty-Free Entry--Basic (May 2016)	MAY 2016
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from *date of contract award through * 5 years . after contract award

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

* To be completed at contract award.

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(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/content/table-small-business-size-standards/>.

(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 and Certification section of the System for Award Management (SAM) and its other data in SAM, 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 SAM, or does not have a representation in SAM 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

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

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): <https://www.acquisition.gov/far/> or <http://farsite.hill.af.mil>.

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.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.225-18

Place of Manufacture

MAR 2015

Section L - Instructions, Conditions and Notices to Bidders

SECTION L

SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

Part A General Instructions

1.0 General

1.1 This effort is a Small Business Set-aside via the Federal Business Opportunities (FedBizOpps) website. The Offeror is required to submit sufficient information concerning the following areas to enable Government personnel to fully ascertain the capabilities of the Offeror to perform the requirements. The proposal must be sufficient in detail and scope to permit evaluation and provide evaluators a clear understanding of the Offeror's capability to meet 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 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. The 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 identified in this solicitation. Offerors are advised that the Government may incorporate any part of the Offeror's proposal deemed beneficial to the Government into the final contract. With the exception of the Price volume, no cost or pricing information should appear in any volume. In addition to submitting a proposal which is fully compliant to the solicitation, alternate proposals are acceptable; however, the proposal must meet all requirements of the solicitation.

1.2 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 documentation are considered inadequate by the Government and may render a rating of unacceptable.

1.3 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 types of requirements (e.g., weapon systems, information systems, engineering services, logistics, 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 sub-contractors, team members, or critical team members. "Recency" is defined as performance within 5 years of the date of this proposal submission.

1.4 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 and render the proposal unacceptable. 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 material beyond that sufficient to present a complete and effective proposal is neither necessary nor desired.

1.5 The Offeror is required to comply with all requirements of the Request for Proposal (RFP). The Government advises the Offeror that taking exception or deviation from any term or condition of the RFP may make an offer unacceptable and the proposal unawardable, unless the RFP expressly authorized 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 FRP to be a deficiency.

2.0 Proposal Format

2.1 Written proposals must be formatted using a Times New Roman 12 point 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 flout pages are used they must not exceed 11 x 17 inches and will be counted as 1 page. Drawings may be provide separately and may be any size but should be folder 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 be the ½ grid provides. Graphic resolution should be consistent with the purpose of the data presented. Tables and PDF files are permitted. No Zip files. All file names shall include title of the evaluation factor or subfactor. Cost format spreadsheet shall be in Microsoft Excel format with a file name extension of .xls,2.2. The Offeror will provide one complete copy of the written proposal to the Contract Specialist, electronic files fully compatible with Microsoft Office 2010, and for information not supported by MS Office products, with the latest Adobe Acrobat reader on a CD-ROM. The Offeror will ensure that they Price/Cost Volume is provide on a separate 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 will take precedence.

3.0 Proposal Content and Volumes

3.1 Each volume of the proposal shall be submitted as one (1) 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, tab, acronym list 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.

Volume Number	Volume Title	Page Limit	Copies Required
I	TECHNICAL	15	1 Original/6 Copies; 1 CD-ROM
II	PAST PERFORMANCE	10	1 Original/6 Copies; 1 CD-ROM
III	PRICE	N/A	1 Original; 1 CD-ROM

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

3.2 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 to 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 provider other comments. The CRM does not count against any of the proposal page limitations.

Cross Reference Matrix

Section L – Proposal Instructions	Government Recorder Reproducer SSS Section 5 Requirements Traceability Table	Section M – Evaluation Factor	Offeror's Proposal Reference	CLIN Reference
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Section L – Proposal Instructions	Government Recorder Reproducer SSS Section 5 Requirements Traceability Table	Section M – Evaluation Factor	Offeror’s Proposal Reference	CLIN Reference
Volume 2 Technical	RR.2.1.4 The Recorder-Reproducer shall be capable of reproducing recorded audio on a front panel mounted, 3.5 mm CTIA, earphone/microphone jack.	2.A	A 3.5 mm CTIA headphone and microphone jack is located on the front panel of our recorder as illustrated in Figure X on Page X of the Technical Portion of our Proposal.	
Volume 2 Technical				
Volume 2 Technical				

3.3 Cost/price information as it pertains to this proposal shall not be included in any other volume but Price.

3.4 The Government evaluation will be limited to the information provided by the Offeror, and the Government will not assume the Offeror possesses any capability, understanding, or commitment not specified in its proposal. The Offeror is responsible for submitting its proposal with sufficient details to clearly demonstrate an understanding of the requirements and full compliance with the solicitation requirements to permit a complete, thorough, and accurate evaluation of the submitted proposal. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation of the proposal.

3.5 The use of hyperlinks in the proposal is prohibited. If the Offeror wishes to restrict the disclosure of its proposal, the Offeror shall mark its proposal in accordance with FAR 52.203- 13(b)(3)(ii).

4.0 PROPOSAL SUBMISSION:

Clearly mark all packages with the solicitation number. The submission date for the proposal shall be no later than the date and 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 Warfare Center AD (LKE)
Code: 2.5.2.5.1 (Mr. Rhondi Bates)
Hwy 547, Bldg 562-3
Lakehurst, NJ 08733-5082

Solicitation Number: N68335-18-R-0062

Hand carried proposals may be delivered to Bldg 562-1, Rm 134 of the address above, and to the attention of Mr. Rhondi Bates – Contract Specialist and/or Ms. Lisa Bethea – Contracting Officer 2.5.2.5.1.

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.

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:

<http://www.navair.navy.mil/index.cfm?fuseaction=home.display&key=OpenSolicitations>

Part B Specific Instructions

Cover Letter

Offerors shall submit a cover letter on company letterhead. The cover letter shall not exceed three (3) pages, including the signed Standard Form 33 for the solicitation and any amendments as applicable. The following information shall be included in the cover letter:

- a. The point of contact for the proposal, including the individual's name, company position/title, phone number, and e-mail address
- b. An affirmative statement that the identified point of contact has the authority to enter into an agreement on behalf of the Offerors company
- c. An affirmative statement of agreement to all terms, conditions, and provisions of this solicitation and that the proposal does not include any assumptions, terms, conditions, caveats, or exceptions
- d. An affirmative statement that the Offeror is not aware of any OCI with itself, subcontractors, partners or any other Offeror as it applies to this solicitation for the Power Supply Unit base contract awards, or an affirmative statement that any OCI that the Offeror is aware of for any Offeror as it applies to this solicitation has been disclosed to the Contracting Officer and the date it was disclosed, including if disclosed with proposal submission
- e. An affirmative statement that the entire proposal will remain valid for a minimum of 180 days from the date of proposal submission
- f. The Offerors Commercial and Government Entity (CAGE) code, DUNS number, and cognizant DCAA and DCMA offices
- g. Signed copy of the Standard Form 33; digital signature or handwritten signature on scanned copy will be acceptable
- h. Offerors shall attach to the cover letter any submissions required in accordance with Section K of this solicitation. Submission requirements for Section K are not included in the page limit for the cover letter

1.0 Volume 1 Executive Summary

This volume shall contain the following:

- i. Table of Contents
- ii. Proposal Summary
- iii. Signed SF33 for basic solicitation and each amendment
- iv. Signed Representations, Certifications and Acknowledgements or System for Award Management (SAM) reference

2.0 Volume 2: Technical

Note: This volume shall not contain any reference to price aspects of the offer.

This section shall be prepared to address the Offeror's understanding and ability to meet the Request for Proposal's (RFP) Statement of Work (SOW) requirements. All technical requirements, including technical drawings, shall be discussed.

The Offeror shall provide all information and data required to conduct a thorough and complete technical evaluation. The requirements of the SOW should be discussed as required below and as determined to be appropriate by the Offeror:

2.1 Drawing Package Examination: The Offerors shall examine the PSE end item drawings and provide a detailed response that demonstrates an understanding of the requirements and scope. The Offerors shall include a discussion of the producibility of the technical drawings and how the drawings will be conformed to. If necessary, any drawing errors, ambiguities, or suggested modifications shall be clearly explained.

2.2 Manufacturing: The Offeror shall provide detailed discussions for the approach that will be taken to manufacture the PSE end items to meet the requirements of the technical drawings. The Offeror shall discuss the manufacturing, and assembly techniques, equipment used, and the requirements for specialized equipment, tools, and fixtures.

2.3 Inspection: The Offeror shall provide detailed discussions for the approach that will be taken to inspect the PSE to meet the requirements of the technical drawings. The Offeror shall provide information explaining their inspection methods planned for the solicited items. This shall not be limited to addressing only definitions and inspection requirements within the SOW, but shall include any related results.

2.4 Schedule/Manufacturing Capacity/Facilities/Quality Assurance Program: The offeror shall demonstrate how it will meet the Government's delivery schedule requirement as well as describe the overall production capability, including facilities, plant layout, equipment, and space (square footage) considered necessary to perform successfully on this contract. The offeror shall address the availability and utilization of production resources, including necessary personnel and/or equipment, in performance of production efforts. The offeror shall discuss and provide detailed information on its quality assurance program and note what current quality assurance program certifications are held by their company and their date of validity, such as ISO 9001 certification. Furthermore, the narrative shall describe the quality assurance equipment to be used to ensure compliance with the drawing package.

3.0 Volume 3: Past Performance

The Offeror shall submit Past Performance information that includes details about the Offeror and proposed sub-contractors, if applicable, according to the following instructions.

Offerors are reminded that the Government may use information other than that provided by the Offerors in their proposals to evaluate past performance. The Government may use Past Performance information obtained from sources other than those identified by the Offeror. Additionally, the Past Performance Information Reporting system (PPIRs) will be utilized to evaluate Past Performance. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror. The burden of providing thorough and complete past performance information remains with the Offeror.

The Offeror shall submit a list of all of their relevant Past Performance with the Federal Government within the last five (5) years. The Offeror shall submit Past Performance Evaluation Data forms (see Section L, Attachment 01) for their three (3) most recent, relevant contracts and/or sub-contracts awarded. Contracts listed may include those entered into with the Federal Government, agencies of state and local governments, and commercial customers.

Important Note: Award may be made from initial offers without discussions. However, if discussions are held, Offerors will be given an opportunity to address adverse past performance information which the Offeror has not yet had an opportunity to respond. Recent contracts will be examined to ensure that corrective measures have been implemented. Prompt corrective action in isolated instances may not outweigh overall negative trends.

The Offeror shall use the “Contract Work Description” block on the above referenced Past Performance Evaluation Data form to identify in specific detail why and/or how the effort on the referenced contract is relevant or similar to the effort required by this solicitation. The following elements should also be addressed in this block in narrative form:

* **Quality of Product and Processes:** The Offeror should describe past compliance with contract requirements, accuracy of reports, appropriateness of personnel, technical excellence.

* **Timeliness of Performance:** The Offeror should detail how it met interim milestones, provided reliable delivery, was responsive to technical direction, and completed work on time.

* **Customer Satisfaction:** The Offeror should describe satisfaction of customers with the contractor’s responsiveness to inquiries and services and/or products provided and actions taken to resolve problems.

The Offeror shall use the “Remarks” block within the Past Performance Evaluation Data form to provide information on problems (show cause, cure notice, termination for delinquency, quality issues, defective pricing issues, etc.) encountered on these contracts and corrective actions taken to resolve those problems.

The Government intends to use the information provided by the Offerors in their past performance proposal to contact the references as part of the evaluation of their past performance. The references will be asked to assess the contractor’s performance utilizing the attached Past Performance Interview Form (see Section L, Attachment 02) for information including, but not limited to, the questions as provided on the form.

4.0 Volume 4: Price

4.1 Volume Content

- a. This Volume shall contain the information requested below and shall include a copy of Section B with unit prices entered for all Contract Line Items (CLIN) including the Options

Section B prices shall be provided separately in one (1) digital data copy in MS Office 2007 Excel format on CD-ROM media. Spreadsheets shall not be protected.

- 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. 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. The Offeror shall demonstrate that the unit prices and the total proposed price are reasonable, realistic, and commensurate with the work required by the solicitation. The Price Volume shall show traceability with the CLINS, proposed effort, and the prices. The Price Volume shall 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, 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.

4.4 Other Costs

The Offeror shall identify additional costs that would be incurred that have 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 to be lower and identify the amount by which it is lower.

Section M - Evaluation Factors for Award

SECTION M

SECTION M EVALUATION FACTORS FOR AWARD

Part A: General Information

1.0 General

1.1 The basis for award for this contract and initial order will be in accordance with FAR 15.101-2 Lowest Price Technically Acceptable. Award of the contract resulting from this solicitation will be made to the responsible Offeror whose proposal is technically acceptable, acceptable for past performance, in full compliance to all other requirements set forth in the solicitation, and the lowest price. Award will be made on the basis of the lowest evaluated price of proposals meeting the technical and past performance acceptability standards.

Award will be made to the Offeror with an acceptable rating for the technical factor, the lowest evaluated price that is deemed by the Government to be fair and reasonable as well as balanced (if determined unbalanced the lack of balance must not pose an unacceptable risk to the Government), and be eligible for award in accordance with section 5 and 6 below.

1.2 This Source Selection consists of the following factors; technical, past performance, and price. A rating of acceptable will be required for all parts of the technical proposal and past performance volumes in order to be considered for award.

1.3 The Government intends to evaluate proposals and award the contract without discussions as described in FAR 15.306; and will evaluate each offer on the basis of the Offeror's initial proposal. Therefore, the initial proposal shall contain the Offeror's best terms. The Government reserves the right, however, to conduct discussions if in the Government's best interest.

1.4 The Government reserves the right to 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 in accordance with FAR 15.306(c)(2). Prior to the establishment of the competitive range, and after the decision to conduct discussions has been made, the PCO may enter into limited communications with Offerors whose inclusion or exclusion from the competitive range is uncertain. These communications are limited in accordance with FAR 15.306(b)(1).

1.5 If only one proposal is received, the Government will use the procedures at DFARS 215.371-1(b) to ensure that the price is fair and reasonable.

1.6 The Government proposal evaluation will be limited to the information provided by the Offeror and nothing will be assumed. However, the Government may use data obtained from other sources as specified in Section L in conducting the evaluations for the technical factor.

1.7 Any use of hyperlinks in the Offeror's proposal will not be viewed or considered in the Government evaluation.

1.8 The Government will not consider in its evaluation any proposal from an Offeror other than the proposal specified in Section L.

1.9 The Government will not evaluate any pages that exceed the page limitations identified in Section L.

1.10 The Government will not reimburse any Offeror for bid and proposal costs associated with responding to this solicitation. The award of this contract is subject to the availability of adequate funds. The Government reserves the right to cancel this requirement at any time without being responsible bid and proposal costs.

2.0 Evaluation Process

2.1 The Government intends to evaluate each proposal and award a contract without discussions to the responsible Offeror whose offer, conforming to the solicitation, provides the lowest price to the Government. Therefore,

Offerors are cautioned that their initial offer should contain the Offeror's best terms from a technical, past performance, and price standpoint. However, the Government reserves the right to conduct discussions and request proposal revisions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the 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.

3.0 Evaluation Factors for Award

The evaluation factors are as follows:

3.1 Technical Factor

I. Technical Factor

- Drawing Package Examination
- Manufacturing
- Inspection
- Schedule/Manufacturing Capacity/Facilities/Quality Assurance Program

3.2 Past Performance

II. Past Performance

- Quality of Product and Processes
- Timeliness of Performance
- Customer Satisfaction

For the Past Performance factor, a past performance rating of Acceptable or Unacceptable will be assigned. The past performance rating will address the probability that the Offeror will successfully accomplish the contract requirements based on the Offeror's relevant past performance. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable." 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.

3.3 Price

III. Price

3.3.1 All of the elements under the evaluation factors must be addressed and will be evaluated as part of the overall Technical factor. Proposals will be evaluated using the factors above to determine Technical Acceptability.

3.3.2 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 provide 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.

3.3.3 A deficiency resulting in an Unacceptable technical proposal rating will result in the entire proposal being found unacceptable and may be eliminated from the competition. The Government may award a contract on the basis of initial Offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms from a cost and technical standpoint. However, if considered necessary by the Procuring Contracting Officer

and approved by the Source Selection Authority, discussions will be conducted with only those Offeror's determined to have a reasonable chance for award.

3.3.4 The Government shall evaluate the Offeror's total price proposal for completeness. The Government may decide to reject an offer if the costs proposed are materially unbalanced between the line items or ranges. An offer is materially unbalanced when it is based on costs significantly understated for some items and overstated in relation to the costs for other items.

The Government technical evaluation will utilize the ratings of Acceptable or Unacceptable to rate Factor One (1) as follows:

Acceptable – Proposal clearly meets the minimum requirements of the solicitation.

Unacceptable – Proposal does not clearly meet the minimum requirements of the solicitation.

Part B: Specific Information

1.0 Technical Factor

1.1 The Government shall evaluate the Offeror's proposal to determine the Offeror's understanding of, approach to, and ability of meeting the solicitation requirements. The Government will assess the Offeror's Technical proposal with respect to its compliance with all the solicitation requirements. The evaluation will also include an assessment of the following:

1.2 After evaluation of the Offeror's proposed Technical factor, to include Drawing Package Examination, Manufacturing, Inspection, and Schedule/Manufacturing Capacity/Facilities/Quality Assurance Program, the Government will make a determination whether the proposed approach meets or does not meet the Government's requirements, as set forth in the SOW and the Offeror's understanding and ability to meet the requirements of the solicitation in accordance with Section L and as detailed in the Statement of Work and Specification.

1.3 The proposals shall be evaluated to determine whether the Offerors possess the technical know-how and capability to meet the requirements of this contract. The evaluation of the Offeror's Production Quality will be evaluated to determine whether the Offeror's production quality assurance methods and practices meet or exceed ISO 9001:2008.

2.0 Past Performance Factor

2.1 There are two aspects to the past performance evaluation. First, the Government will evaluate the Offeror's and (if applicable) its principal sub-contractors' 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 a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

3.0 Price Factor

3.1 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.

All priced CLINs will be included in the total evaluated price, inclusive of the options.

3.2 The evaluation will not bind the Government to purchase any of the items beyond the specific base quantity.

3.3 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

For the Technical and Corporate Experience factors, a Rating of Acceptable or Unacceptable will be assigned. Offerors are advised that during the evaluation process, a factor with an Unacceptable Rating may result in the entire proposal being found unacceptable and eliminated from the competition.

1.0 Proposal Rating Definitions

Technical Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation
Past Performance Rating	Description
Acceptable	Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort or the Offeror's performance record is unknown. (See note below)
Unacceptable	Based on the Offeror's performance record, the Government has no reasonable expectation that the Offeror will be able to successfully perform the required effort.

Note: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

The Contracting Officer will determine if Offerors are responsible in accordance with FAR Subpart 9.1. Proposals received from Offerors determined to be not responsible pursuant to FAR Subpart 9.1 shall not be considered for award. For Offerors that are rated unacceptable and therefore not eligible to receive an award, the Contracting Officer will not determine if the Offeror is responsible in accordance with FAR Subpart 9.1.

2.0 Other Definitions

Completeness: The adequacy of the price proposal, in relation to the SOW, considering whether all costs are included or accounted for. All SOW requirements must be included.

Deficiency: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increase the risk of unsuccessful contract performance to an unacceptable level.

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.

Relevancy: 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.