

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   53
2. CONTRACT NO.	3. SOLICITATION NO. N68936-04-R-0081	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 22 Sep 2004	6. REQUISITION/PURCHASE NO. 0010109372	
7. ISSUED BY CDR NAWC/WCD CODE 220000D ATTN: S. CASEY (760) 939-4115 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108		CODE N68936	8. ADDRESS OFFER TO (If other than Item 7) <b>See Item 7</b>		CODE
TEL: (760) 939-4115		TEL:		FAX:	
FAX: (760) 939-3095		FAX:			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 2 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 Bldg 982, Room 1 until 03:00 PM local time 25 Oct 2004  
(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 SUE E CASEY	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (760) 939-4115	C. E-MAIL ADDRESS sue.casey@navy.mil
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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)	
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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)
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15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN 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 ITEM (4 copies unless otherwise specified)
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
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26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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**IMPORTANT** - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## Section A - Solicitation/Contract Form

## CLAUSES INCORPORATED BY FULL TEXT

**FOR YOUR INFORMATION:** The following addresses and point of contacts are provided:

Name: Sue Casey  
 Phone: (760) 939-4115  
 DSN: 437-4115  
 FAX: (760) 939-3095  
 Email address: Sue Casey@navy.mil  
 U.S. Postal Service Mailing Address:

COMMANDER  
 CODE 220000D (Sue Casey – 760-939-4115)  
 NAVAIRWARCENWPNDIV  
 429 E. BOWEN RD. MAIL STOP 4015  
 CHINA LAKE, CA 93555-6108

## Direct Delivery Address (UPS, FedEx, etc):

COMMANDER  
 CODE 220000D (S. CASEY)  
 NAVAIRWARCENWPNDIV  
 BLDG 982, MAIL STOP 4015  
 CHINA LAKE, CA 93555-6108

**ATTENTION-IMPORTANT MODIFICATION NUMBERING INFORMATION:**

Bilateral Modifications issued by the Department of Defense agencies are no longer assigned an official “P0000” number until the contracting officer has released/signed the modification. This change is a result of the Defense Finance and Accounting Service (DFAS) Business Management Modernization Program (BMMP) requirement that modifications are to be released in numerical order without skipping any “P0000” numbers.

To accommodate this change the Standard Procurement System (SPS) now assigns a unique Modification Control Number (MCN) to each modification when it is created. The MCN was established for contractors to track the approved version of the modification. This number, unique to the modification, is included on both the draft modification and the released/signed modification. The MCN can be found in Block 14 of all modifications. The use of the MCNs ensures DFAS only receives modifications in numerical order.

**FOH #3 and #4  
 NAVAL AIR STATION, FALLON, NV**

The Contractor shall deepen test hole known as FOH #3 from 7,000 foot by 2,000 foot to 9,000 foot and drill FOH #4 to approximately 7,000 foot with an option to extend the depth another 2,000 foot for a total of 9,000 foot. The Contractor shall complete the test holes and provide the data in accordance with Attachment 1, Statement of Work (SOW) of this Request For Proposal (RFP) and the following Contract Line Item Numbers (CLINs):

**NOTE:** Offerors should not include in their prices for CLINs 0002 through 0030 the following:

- 1) Allowances for contingencies such as unforeseen or unpreventable conditions encountered during performance of this contract including, but not limited to; Lost Circulation, Angle Deviation, Acts of God, and Standby Time related to these occurrences.
- 2) Costs of any Geophysical Logging, Coring, Test Hole Stimulation, Performance of the Test Hole Casing, and Standby Time related to these requirements that may be needed.
- 3) Costs for Standby Time due to range closures that exceed 5% during daytime and 2% during nighttime of the total hours required to complete this contract.

Should these conditions occur and cause an increase or decrease in the Contractor's cost of or time required for performing any part of the work under this contract, an equitable adjustment shall be made under CLIN 0001.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	To Be Determined	To Be Determined

FFP

CONTINGENCY LINE ITEM

Contingency Line Item for

1) unforeseen or unpreventable conditions encountered during the performance of this contract, including but not limited to Lost Circulation, Angle Deviation, Acts of God, and Standby Time related to those occurrences.

2) Geophysical Logging, Coring, Test Hole Simulation, Perforation of the Test Hole Casing, and Standby Time related to these requirements.

3) Standby Time due to range closures that exceed 5% during daytime and 2% during nighttime of the total hours required to complete this contract effort.

(Requirements Item)

The on-site Authorized Field Ordering Officer will have the authority to place written not-to-exceed (NTE) Work Statement Orders under this CLIN. The intent of this CLIN is to prevent work stoppage at the FOH #3 and #4 Test Hole sites at Naval Air Station Fallon, NV by allowing on-site Government ordering to correct unforeseen or unpreventable conditions and to specify to the Contractor any geophysical logging, coring, test hole stimulations, perforations of the test hole casing, or associated standby time that maybe required during performance of the contract as specified by Attachment (1), Statement of Work. The price of any work ordered is subject to subsequent negotiations based on verifiable labor, materials, and subcontract costs incurred by the Contractor and submitted to the Contracting Officer for review.

At award the Government will indicate the NTE price ceiling for any work ordered under this CLIN. No work maybe ordered under this CLIN which would cause the Government's obligation to pay exceed the funded, NTE price ceiling.

FOB: Destination

PURCHASE REQUEST NUMBER: 0010109372

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101					

FFP

FOR NAVY ACCOUNTING PURPOSES ONLY

FOB: Destination

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	FFP FOR NAVY ACCOUNTING PURPOSES ONLY FOB: Destination				
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000103	FFP FOR NAVY ACCOUNTING PURPOSES ONLY FOB: Destination				
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000104	FFP FOR NAVY ACCOUNTING PURPOSES ONLY FOB: Destination				
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FFP Mobilization FOH #3 FOB: Destination	1	Lot	\$ _____	\$ _____
				-	-
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	FFP REPORTS, SAMPLES, & LOGS The Contractor shall provide daily drilling reports, chip samples, geophysical logs, core samples, daily drilling mud reports, and daily mug loggers reports in accordance with Attachment (1) Statement of Work and Exhibit A, Contract Requirements List (DD Form 1423). If no geophysical logging and/or coring are ordered by the Government for this test hole, the Contractor is not required to deliver geophysical logs or core samples. NSP = Not Separately Priced. FOB: Destination	1	Lot	NSP	NSP
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	FFP Demobilization and Site Restoration FOB: Destination	1	Lot	\$_____	\$_____
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	FFP Pull casing FOH #3 FOB: Destination	1	Lot	\$_____	\$_____
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED Q UANTITY	UNIT	UNIT PRICE	CEILING AMOUNT
0006		2,000	Foot	\$ _____	\$ _____
	FFP Drilling 2,000 foot (Deepening) FOH #3 FOB: Destination			-	-
FUNDED AMOUNT					

**OPTION CLINS – The Government shall have the option to purchase the following CLINS in accordance with FAR Clause 52.217-7 OPTION TO INCREASE QUANTITY – SEPARATELY PRICED LINE ITEM (MAR 1989), cited herein.**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED Q UANTITY	UNIT	UNIT PRICE	CEILING AMOUNT
0007		2,000	Foot	\$ _____	\$ _____
OPTION	FFP Optional Casing 2,000 foot FOH #3 FOB: Destination			-	-
FUNDED AMOUNT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lot	\$ _____	\$ _____
OPTION	FFP Optional Welbore stimulation per section 3.5 of SOW FOB: Destination			-	-
FUNDED AMOUNT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Lot	\$ _____	\$ _____

OPTION FFP  
 Optional logging  
 per section 3.6 of SOW  
 FOB: Destination

FUNDED AMOUNT

**OPTIONAL COMPLETION METHODS – Four different methods for completing the deepening of FOH #3 test hole are indicated by CLINS 0010 through 0014 and are referenced in paragraph 3.19 of Attachment (1) Statement of Work. Only one of the four completion options will be selected for this test hole by the Government based on the final drilling footage of this test hole and the geologic conditions encountered, leaving the remaining three completion methods cited for this test hole NOT exercised.**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED Q UANTITY	UNIT	UNIT PRICE	CEILING AMOUNT
0010		2,000	Foot	\$ _____	\$ _____

OPTION FFP  
 Completion Method A  
 Four and one-half inch slotted liner, in accordance with SOW section 3.19  
 FOB: Destination

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED Q UANTITY	UNIT	UNIT PRICE	CEILING AMOUNT
0011		2,000	Foot	\$ _____	\$ _____

OPTION FFP  
 Completion Method B  
 Four and one-half inch capped, in accordance with SOW section 3.19  
 FOB: Destination

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED Q UANTITY	UNIT	UNIT PRICE	CEILING AMOUNT
0012		9,000	Foot	\$ _____	\$ _____
OPTION	FFP Completion Method C Two and three-eighths inch tubing capped, in accordance with SOW section 3.19 FOB: Destination			-	-
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		1	Lot	\$ _____	\$ _____
OPTION	FFP Completion Method D Open hole, in accordance with SOW section 3.19 FOB: Destination			-	-
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		1	Lot	\$ _____	\$ _____
	FFP Mini Mobilization FOH #4 FOB: Destination			-	-
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		1	Lot	NSP	NSP

FFP  
 Reports, Samples, & Logs FOH #4  
 The Contractor shall provide daily drilling reports, chip samples, geophysical logs, core samples, daily drilling mud reports, and daily mug loggers reports in accordance with Attachment (1) Statement of Work and Exhibit A, Contract Requirements List (DD Form 1423). If no geophysical logging and/or coring are ordered by the Government for this test hole, the Contractor is not required to deliver geophysical logs or cor samples.  
 NSP = Not Separately Priced.  
 FOB: Destination

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		1	Lot	\$ _____	\$ _____

FFP  
 Site Prep & Set Conductor - FOH #4  
 FOB: Destination

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	CEILING AMOUNT
0017		450	Foot	\$ _____	\$ _____

FFP  
 Stage 1 Drilling FOH #4  
 FOB: Destination

FUNDED AMOUNT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED Q UANTITY	UNIT	UNIT PRICE	CEILING AMOUNT
0018		500	Foot	\$ _____	\$ _____
	FFP Stage 1 Casing FOH #4 FOB: Destination			-	-
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019		1	Lot	\$ _____	\$ _____
	FFP Stage 1 Cementing FOH #4 FOB: Destination			-	-
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED Q UANTITY	UNIT	UNIT PRICE	CEILING AMOUNT
0020		2,000	Foot	\$ _____	\$ _____
	FFP Stage 2 Drilling FOH #4 FOB: Destination			-	-
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	ESTIMATEDQ UANTITY	UNIT	UNIT PRICE	CEILING AMOUNT
0021		2,500	Foot	\$ _____	\$ _____
	FFP Stage 2 Casing FOH #4 FOB: Destination			-	-
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022		1	Lot	\$ _____	\$ _____
	FFP Stage 2 Cementing FOH #4 FOB: Destination			-	-
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	ESTIMATEDQ UANTITY	UNIT	UNIT PRICE	CEILING AMOUNT
0023		4,500	Foot	\$ _____	\$ _____
	FFP Stage 3 Drilling FOH #4 FOB: Destination			-	-
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED Q UANTITY	UNIT	UNIT PRICE	CEILING AMOUNT
0024		4,650	Foot	\$ _____	\$ _____
	FFP Stage 3 Casing FOH #4 FOB: Destination			-	-
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED Q UANTITY	UNIT	UNIT PRICE	CEILING AMOUNT
0025		1	Lot	\$ _____	\$ _____
	FFP Stage 3 Cementing FOH #4 FOB: Destination			-	-
				FUNDED AMOUNT	

**OPTION CLINS – The Government shall have the option to purchase the following CLINS in accordance with FAR Clause 52.217-7 OPTION TO INCREASE QUANTITY – SEPARATELY PRICED LINE ITEM (MAR 1989), cited herein.**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED Q UANTITY	UNIT	UNIT PRICE	CEILING AMOUNT
0026		2,000	Foot	\$ _____	\$ _____
OPTION	FFP Option Stage 4 Drilling FOH #4 FOB: Destination			-	-
				FUNDED AMOUNT	

**OPTIONAL COMPLETION METHODS – Four different methods for completing the deepening of FOH #4 test hole are indicated by CLINS 0027 through 0030 and are referenced in paragraph 3.19 of Attachment (1) Statement of Work. Only one of the four completion options will be selected for this test hole by the Government based on the final drilling footage of this test hole and the geologic conditions encountered, leaving the remaining three completion methods cited for this test hole NOT exercised**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED Q UANTITY	UNIT	UNIT PRICE	CEILING AMOUNT
0027		2,150	Foot	\$ _____	\$ _____
OPTION	FFP Completion method A - Four and one-half inch slotted liner, in accordance with SOW section 3.19 FOB: Destination			-	-
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED Q UANTITY	UNIT	UNIT PRICE	CEILING AMOUNT
0028		2,150	Foot	\$ _____	\$ _____
OPTION	FFP Completion method B Four and one-half inch capped, in accordance with SOW section 3.19 FOB: Destination			-	-
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED Q UANTITY	UNIT	UNIT PRICE	CEILING AMOUNT
0029		9,000	Foot	\$ _____	\$ _____
OPTION	FFP Completion method C Two and three-eighths inch tubing capped, in accordance with SOW section 3.19 FOB: Destination			-	-
				FUNDED AMOUNT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030		1	Lot	\$ _____	\$ _____
OPTION	FFP Completion method D Open hole, in accordance with SOW section 3.19 FOB: Destination			-	-
				FUNDED AMOUNT	

## 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	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government
0021	Destination	Government	Destination	Government
0022	Destination	Government	Destination	Government
0023	Destination	Government	Destination	Government
0024	Destination	Government	Destination	Government
0025	Destination	Government	Destination	Government
0026	Destination	Government	Destination	Government
0027	Destination	Government	Destination	Government
0028	Destination	Government	Destination	Government
0029	Destination	Government	Destination	Government
0030	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-2 Inspection Of Supplies --Fixed Price  
52.246-16 Responsibility For Supplies

AUG 1996  
APR 1984

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination	
0002	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination	
0003	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination	
0004	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination	
0005	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination	
0006	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination	
0007	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination	
0008	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination	
0009	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination	
0010	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination	
0011	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination	
0012	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination	
0013	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination	
0014	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination	
0015	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination	

0016	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination
0017	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination
0018	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination
0019	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination
0020	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination
0021	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination
0022	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination
0023	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination
0024	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination
0025	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination
0026	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination
0027	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination
0028	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination
0029	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination
0030	POP 01-DEC-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984



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

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

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

(1) PCO, Code 220000D.

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses: Commander Code ESC25

ATTN: Ken Bonin  
1 Administration Circle, Bldg 1344, Floor 1, Room 3  
Naval Air Weapons Station  
China Lake, CA 93555-6100

## Section G - Contract Administration Data

## PAYMENT FOR WORK STATEMENT ORDERS

The Contractor shall submit to the Contracting Officer verifiable documentation on labor, material, and subcontracting costs incurred as a result of a work statement order placed and completed under CLIN 0001, Contingency Line Item. The price of any work ordered under CLIN 0001 is subject to negotiation. Upon completion of any required negotiations, a modification to the contract will be issued indicating the negotiated payment amount due to the Contractor under CLIN 0001. After issuance and receipt of this modification, the Contractor shall submit to the designated office an invoice for the negotiated payment amount to be paid to the Contractor.

## PAYMENT WITHHOLDING

An amount of 10% of the total Contract Value, excluding CLIN 0001 will be withheld from payments made to the Contractor until cleanup has been completed and approved in writing by one of the designated cognizant Technical Assistants for this contract. In order to accomplish the 10% withholding, each invoice submitted by the Contractor, excluding Work Statement Orders ordered under CLIN 0001, shall have 10% withheld by the designated office. When the designated office has received written notification from a designated Technical Assistant for this contract that site cleanup has been completed and approved, the Contractor shall submit an invoice for the withheld amount and the withheld amount will be paid to the Contractor.

### CLAUSES INCORPORATED BY FULL TEXT

**252.242-7000 POSTAWARD CONFERENCE (DEC 1991)**

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

**5252.232-9521 PAYMENT INQUIRIES (NAVAIR) (AUG 1998)**

Inquiries regarding payment should be referred to: the DFAS Vendor Pay Inquiry System (VPIS) at <http://www.dfas.mil/money/vendor/>. Payment information can be traced using the contract number, check number, CAGE code, DUNS number, or invoice number. The information is available for 90 days after payment is made.

**G-TXT-01 ATTENTION! E-MAIL ADDRESS REQUIRED FOR DISTRIBUTION (APR 2002)**

All Naval Air Warfare Center Weapons Division Contracts/ Purchase Orders and other related documents are now distributed by electronic mail.

Please provide the e-mail address to which distribution of contracts/purchase orders should be made.

E-Mail Address: \_\_\_\_\_

## **G-TXT-02 PAYMENT BY GOVERNMENT PURCHASE CARD (MAR 2003)**

This order will be paid with a Government Purchase Card.

Please contact \_\_\_\_\_ \* \_\_\_\_\_ at \_\_\_\_\_ for Government Purchase Card Instructions.

The Government Purchase Card may not be billed until the merchandise is ready for shipment.

The Point of Contact above must be notified each time the card is billed.

\* To be completed at time of award

## **G-TXT-15 INVOICING INSTRUCTIONS (CHINA LAKE) (APR 2002)**

You must mail two (2) copies  to:

COMMANDER

CODE 220000D

NAVAIRWARCENWPNDIV

429 E Bowen Rd Mail Stop 4015

China Lake, CA 93555-6108

Please identify one (1) copy of this invoice with the word "ORIGINAL".

The invoice shall contain the following:

Company Name and Address

Invoice Number

Date of Invoice

Order Number: N68936- \_\_\_\_\_ \*

In addition you must provide the purchase order line item number (e.g. 0001, 0001AA, etc.), description of supplies or services, period of performance, quantity, unit, unit price, and extended price on your invoice. If your invoice includes charges for services, they must be charged (listed) separately from supplies and state the period of performance. Failure to furnish the above information will result in late payment.

Payment information is now available through the DFAS Vendor Pay Inquiry System (VPIS) at <http://www.dfas.mil/money/vendor/>. Payment information can be traced using the contract number, check number, CAGE code, DUNS number, or invoice number. The information is available for 90 days after payment is made.

Any other questions regarding this order should be referred to the Contracting Office by contacting the person whose name and phone number appear in the 'Issued By Block' on the face of this order.

\* to be determined

You may e-mail invoices to [sue.casey@navy.mil](mailto:sue.casey@navy.mil) instead of mailing to above address.

## Section H - Special Contract Requirements

**DESIGNATION OF AUTHORIZED FIELD ORDERING OFFICERS**

(a) The following persons and codes are designated as the authorized Field Ordering Officers for work statement orders placed under CLIN 0001, Contingency Line Item:

**PRIMARY**

NAME: \*

CODE: \*

MAIL ADDRESS: \*

TELEPHONE: \*

**ALTERNATE**

NAME: \*

CODE: \*

MAIL ADDRESS: \*

TELEPHONE: \*

(b) As such, the code is responsible for issuing and maintaining records for any orders placed under CLIN 0001. No order shall be placed outside the scope of CLIN 0001 and the cumulative total of all orders shall not be in excess of the not-to-exceed amount cited fro CLIN 0001 in Section B – SUPPLIES OR SERVICES AND PRICE/COSTS. The

**WORK STATEMENT ORDERS**

(a) This contract utilizes a work statement ordering system for CLIN 0001, Contingency Line Item. Under this system, designated Field Ordering Officers and the Contractor's authorized field representative(s) at the test hole site are authorized to negotiate written not-to-exceed price changes within the scope of the not-to-exceed dollar amount of CLIN 0001. The intent of this system is to prevent work stoppage at the test hole sites. The price of any work statement order negotiated in the field is subject to subsequent negotiaiton by the Contracting Officer and Contractor.

(b) Written work statement orders may be placed for CLIN 0001 providing the following conditions are complied with:

(1) No work statement ordr ot series of orders will exceed the dollar amount of Contingency CLIN 0001.

(2) Work statement orders shall inlcude a written description of work to be accomplished under this order and shall be limited to the scope of CLIN 0001, Contingecny Line Item, of this contract.

(3) Work statemetn orders shall cite a not-to-exceed- price for the work to be accomplished and contain a signature and date of signature by both an authorized Field Ordeirng Officer and an authorized Contractor field representative.

(4) No later than 30 days after issuance of any changes authorized by a work statement order, the COnttractor shall furnish to the Contracting Officer a price pr

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

Commander  
Code 220000D, Attn: Theodore W. Fiske  
429 East Boewn Rd. Mail Stop 4015  
Naval Air Farfare Center Weapons Division  
China Lake, CA 93555-6108

(760)939-8182

**H-TXT-03 DESIGNATION OF GOVERNMENT TECHNICAL ASSISTANT (APR 2002)**

(a) The Contracting Officer hereby designates the following as Technical Assistant for this contract:

NAME: \* \_\_\_\_\_

CODE: \* \_\_\_\_\_

MAIL ADDRESS: \* \_\_\_\_\_

\*

TELEPHONE NO.: \* \_\_\_\_\_

(b) The above person is responsible for monitoring the technical performance and progress of this contract and should be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer.

(c) When, in the opinion of the Contractor, the technical assistant or any other Government representative requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing.

(d) On all problems that pertain to contract terms and conditions, the Contractor shall contact the Contracting Officer. \_\_\_\_\_

\*To be completed at contract award.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	JAN 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages -Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003

52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAY 2004
52.246-23	Limitation Of Liability	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JAN 2004
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.225-7037	Evaluation of Offers for Air Circuit Breakers	APR 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7024	Notice and Approval of Restricted Designs	APR 1984
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999

252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002

#### CLAUSES INCORPORATED BY FULL TEXT

##### **52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \_\_\_\_\_, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \_\_\_\_\_;

(2) Any order for a combination of items in excess of \_\_\_\_\_; or

(3) A series of orders from the same ordering office within \_\_\_ days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

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

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

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

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

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

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

\* To be completed at contract award

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor prior to contract completion. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within \_\_\_\_\_ [insert the period of time within which the Contracting Officer may exercise the option]; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least \_\_\_ days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed \_\_\_\_\_ (months)(years).

**52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)**

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the \_\_\_\_\_ dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which \_\_\_\_\_ award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[ ] Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

#### **52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 2003) ALT I (JUN 2003)**

(a) Definitions. As used in this clause-

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Evaluation adjustment.

(1) The Contracting Officer will evaluate offers by adding a factor of [Contracting Officer insert the percentage] percent to the price of all offers, except-

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DOD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment . A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

Offeror elects to waive the adjustment.

(d) Agreements.

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for-

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

**52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 2001) ALTERNATE II (OCT 1998)**

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

“Small disadvantaged business concern” means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is listed, on the date of its representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

“Historically black college or university” means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority institution” means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

“United States” means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) Offers will be evaluated by adding a factor of \_\_\_\_\_ [percentage to be inserted by the contracting officer] percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns, that have not waived the adjustment, whose address is in a region for which an evaluation adjustment is authorized;

(ii) For DOD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

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

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

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

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

(b) As required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, the Contractor shall label products which contain a class I or class II ozone-depleting substance or are manufactured with a process that uses class I or class II ozone-depleting substances, or containers of class I or class II ozone-depleting substances, as follows:

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

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

#### **52.228-10 VEHICULAR AND GENERAL PUBLIC LIABILITY INSURANCE (APR 1984)**

(a) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, vehicular liability and general public liability insurance with limits of liability for (1) bodily injury of not less than \$1,000,000.00 for each person and \$2,500,000.00 for each occurrence, and (2) property damage of not less than \$20,000.00 for each accident and \$500,000.00 in the aggregate.

(b) The Contractor also agrees to maintain workers' compensation and other legally required insurance with respect to the Contractor's own employees and agents.

#### **52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

**52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

**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): [www.arnet.gov/far/](http://www.arnet.gov/far/) or [www.farsite.hill.af.mil/](http://www.farsite.hill.af.mil/)

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

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

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

**252.235-7003 FREQUENCY AUTHORIZATION (DEC 1991)**

(a) The Contractor shall obtain authorization for radio frequencies required in support of this contract.

(b) For any experimental, developmental, or operational equipment for which the appropriate frequency allocation has not been made, the Contractor shall provide the technical operating characteristics of the proposed electromagnetic radiating device to the Contracting Officer during the initial planning, experimental, or developmental phase of contract performance.

(c) The Contracting Officer shall furnish the procedures for obtaining radio frequency authorization.

(d) The Contractor shall include this clause, including this paragraph (d), in all subcontracts requiring the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.

#### **DEFINITIZATION OF WORK STATEMENT ORDERS FOR CLIN 0001**

(a) A fixed price definitive modification to the contract is contemplated for any orders placed under CLIN 0001 of this contract. The Contractor agrees to begin promptly negotiating with the Contracting Officer for the terms of a modification that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) and the date of execution of the order, (2) all clauses required by law on the date of execution of the definitive order, and (3) any other mutually agreeable clauses, terms and conditions. No later than 30 days after issuance of any change authorized by a work statement order, the Contractor agrees to submit a price proposal to the Contracting Officer that includes verifiable documentation on labor, material and subcontract costs incurred during the completion of a work statement order to include as a minimum: a copy of the work statement order, an itemized listing of supplies or services furnished, unit prices and extension of each item, copies of any receipts paid for supplies furnished/services performed, and performance date(s). This proposal shall be reviewed and negotiated as required. Once the agreement is reached, the contract shall be modified to add the agreed-to-dollar amount of the ordered work to the contract.

(b) The schedule for definitizing orders by the contract modification is 180 days after issuance of the order (this date may be extended, but may not exceed the date which is 180 days after the Contractor submits a qualifying proposal).

(c) If agreement of a definitive modification is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with approval of the head of the contracting agency, determine a reasonable price or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to Contractor appeal is provided with completion of the order, subject to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the modification shall be governed by –

(i) All clauses required by the FAR on the date of execution of the order for a fixed-price order as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date the Contracting Officer's determination ; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) above, all clauses, terms and conditions included in this contract shall continue in effect, except those that by nature apply to an indefinitized order placed under CLIN 0001.

#### **LIMITATION OF GOVERNMENT LIABILITY (Applicable to CLIN 0001 only)**

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding the not-to-exceed price of any work statement order placed by the Field Ordering Officer and agreed to by the Contractor's authorized on-site field representative.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is the cumulative total of the not-to-exceed price of all work statement orders agreed to by the Field Ordering Officer and Contractor's authorized on-site field representative.

#### **PRICE CEILING (Applicable to CLIN 0001 only)**

The definitive price ceiling for Contingency CLIN 0001 resulting from this undefinitized action shall not exceed

\* \_\_\_\_\_.

\* To be completed at time of award.

**WORK STATEMENT-ORDER LIMITATIONS (Applicable to CLIN 0001 only)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor –

(1) Any order for a single item in excess of \$100,000; or

(2) Any series of orders from the same ordering office within the same day that exceeds the not-to-exceed dollar value of CLIN 0001 or what would make the total aggregate amount ordered under CLIN 0001 exceed the not-to-exceed value.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless the order (or orders) is returned to the ordering office within ½ day after issuance with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**EXPLANATORY NOTE FOR CLAUSE FAR 52.216-18 ORDERING (OCT 1995)**

The clause entitled "FAR 52.216-18 (OCT 1995)" cited in Section I of this solicitation is applicable to CLIN 0001 only and, for purposes of this contract, the term "work statement order(s)" replaces the term "delivery order(s)" or "task order(s)" appearing within this clause.

**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

\* \_\_\_\_\_ through \* \_\_\_\_\_.

(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.

**EXPLANATORY NOTE FOR CLAUSE FAR 52.216-21 REQUIREMENTS (OCT 1995)**

The clause entitled "FAR 52.216-21 REQUIREMENTS (OCT 1995)" cited in Section I of this solicitation is applicable to CLIN 0001 only.

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

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations. (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

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

\* To be completed at time of award.

**EXPLANATORY NOTE FOR CLAUSE 52.232-22 LIMITATION OF FUNDS (APR 1984)**

The clause entitled "FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)" cited in Section I of this solicitation/contract is applicable to CLIN 0001 only.

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

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data	4	15 Sep 04
	Requirements List (CDRL)		
Exhibit B	Data Item Description	1	15 Sep 04
Attachment 1	Statement of Work (SOW)	13	

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

## CLAUSES INCORPORATED BY REFERENCE

52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003

## CLAUSES INCORPORATED BY FULL TEXT

**52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

## (a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirement of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

## (d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal Government;

Other. State basis. \_\_\_\_\_

## (e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt):

Corporate entity (tax-exempt):

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

## (f) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)**

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it  is,  is not a women-owned business concern.

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

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract, violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has  has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) ALT I (APR 2002)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330

(2) The small business size standard is \$4M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

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

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

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

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

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

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

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

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

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

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

(1) Means a small business concern--

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

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

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

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

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

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

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

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

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

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

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

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

## **52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)**

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations. (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) \* For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

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

#### **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

- (a) It  has,  has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It  has,  has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that

- (a) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

#### **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

[Check each block that is applicable.]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located within any State of the United States or its outlying areas.

#### **52.227-6 ROYALTY INFORMATION (APR 1984)**

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

#### **52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

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

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

##### **I. Disclosure Statement -- Cost Accounting Practices and Certification**

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

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202.

When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(c) Check the appropriate box below:

\* (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

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

(ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed:

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

\* (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed:

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

\* (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

\* (4) Certificate of Interim Exemption. The offeror hereby certifies that:

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

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

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

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

## II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

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

\* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and

subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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

### III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. [ ]\* yes [ ]\* no

## **252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)**

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

(b) *Evaluation.* The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-

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

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number

Country of Origin

(3) The following end products are other foreign end products:

Line Item Number

Country of Origin (If known)

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

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

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

**252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION OF SUPPLIES BY SEA (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

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

## CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-15	Pension Adjustments and Asset Reversions	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997

## CLAUSES INCORPORATED BY FULL TEXT

**52.215-1 INSTRUCTIONS TO OFFERORS -- COMPETITIVE ACQUISITION (JAN 2004)**

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

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision, received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

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

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

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

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets insert numbers or other identification of sheets; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

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

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

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

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

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

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Commander  
Code 220000D, Attn Theodore W. Fiske  
429 East Bowen Road, Mail Stop 4015  
Naval Air Warfare Center Weapons Division  
China Lake, CA 93555-6108  
(760) 939-8182

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**52.237-1 SITE VISIT (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): [www.arnet.gov/far/](http://www.arnet.gov/far/) or [www.farsite.hill.af.mil/](http://www.farsite.hill.af.mil/)

**52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

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

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

**5252.215-9522 CONTENT OF PROPOSALS (NAVAIR) (MAR 1999)**

(a) General. The offerors must submit 2 copies of their technical proposal and 2 copies of the cost proposal.

(1) Any data previously submitted in response to another solicitation will be assumed unavailable to the government; and this data must not be incorporated into the technical proposal by reference.

(2) Clarity and completeness of the proposal are of the utmost importance. The proposal must be written in a practical, clear and concise manner. It must use quantitative terms whenever possible and must avoid qualitative

adjectives to the maximum extent possible. Proposal volumes must be internally consistent or the proposal will be considered unrealistic and may be considered unacceptable.

(3) No cost or price information may be included in the technical proposal. The technical proposal may not be classified. The technical proposal must clearly demonstrate that the offeror has a thorough understanding of the technical services required for the complete accomplishment of the tasks detailed in the Statement of Work. Mere statements that the offeror understands or will meet the requirements of the Statement of Work or parts thereof will be considered inadequate.

(4) The technical proposal must clearly present sufficient information to allow evaluation based on the requirements stated herein:

A. The Technical Proposal shall be a comprehensive statement of the offeror's understanding of the work required in this solicitation and the offeror's method of approach to attain contract objectives. The technical approach should be developed in sufficient detail and appropriate style so that technical evaluators can evaluate it thoroughly and thus, make a sound determination whether or not the requirements in this solicitation will be satisfied.

B. To facilitate the evaluation, the technical proposal should be specific, detailed and complete enough to demonstrate that the offeror has: a) a thorough understanding of the requirements needed to achieve the specifications of the products and/or services described in this solicitation, b) solid comprehension of the inherent technical problems, and c) has a viable solution to these problems.

C. In addition to instructions cited in paragraph (A) and (B) above, technical proposals should address information covering the following topics:

#### 1. COMPANY EXPERIENCE

a. The nature of your normal commercial or Government business and how it relates to the proposed work.

b. Experience your company has had in drilling holes or deepening holes in geothermal environments to the depths anticipated for this contract.

c. Specific examples of projects similar to this one that your company has successfully completed and any similar projects currently being completed. Offerors may also provide information on any problems encountered on the identified projects and corrective actions taken.

d. An explanation of the techniques and procedures your company would exercise for this effort with information on how you would comply with all the applicable specifications set forth in this solicitation.

#### 2. STAFFING AND EQUIPMENT

a. A description of how you would assign your key supervisory personnel to this project, and what their availability would be.

b. The size of the crew you would assign to this project, and a description of each key person's geothermal experience.

c. A description of the equipment, hardware, materials, etc., that your company would expect to furnish for this project.

#### 3. PERSONNEL EXPERIENCE

For key personnel you would assign to this effort, provide information on each person's experience in (1) using high-pressure containment/control equipment, (2) using drilling fluid temperature control equipment, and (3) working in hydrogen sulfide environments.

#### 4. UNDERSTANDING OF REQUIREMENTS

A description of your specific technical support capabilities and their availability for this project.

#### 5. SAFETY PROGRAM

A description of your general safety program and specifically address your geothermal and hydrogen safety programs.

#### 6. PAST PERFORMANCE

A list of references (customers, equipment/material suppliers, etc.), including company names, address, point of contact name and telephone number, and e-mail address if available. A minimum of three (3) references are required and should relate to geothermal work.

(b) Cost Proposal. It is anticipated that adequate price competition exists for this solicitation. Therefore, in accordance with Federal Acquisition Regulation, certified cost or pricing data is not required to be submitted with the proposal. However, to ensure that proposed costs are consistent with the technical proposal, a cost realism analysis may be performed. The following information is required to be submitted in the cost proposal:

(1) A completed Section B of the solicitation showing offeror's proposed prices for items. The offeror may be required to support his prices by submission of cost and pricing data prior to negotiations, if negotiations are held, but not cost information needs to be submitted with the proposal.

A. For line items with a unit of 1 LOT, give your total proposed amount to do the entire lot of work described in that line item.

B. For line items with a unit of FOOT, give both the price for 1 foot of work, and for the ceiling amount column, multiply your unit price per foot by the estimated quantity for that line item to give the amount for that line item.

C. Line items 0003 and 0015 are NOT SEPARATELY PRICED from the other line items and do not require offerors to propose a dollar amount.

**5252.219-9501 LESS THAN FIVE PERCENT SMALL DISADVANTAGED BUSINESS SUBCONTRACTING GOAL (MAR 1999)**

Offerors submitting Small and Small Disadvantaged Business Subcontracting Plans per FAR Clause 52.219-9, "Small Business Subcontracting Plan" and DFARS Clause 252.219-7003, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)" which reflect a Small Disadvantaged Business (SDB) goal of less than five percent shall also provide, as a part of the subcontracting plan submission, those extenuating circumstances of why a five percent SDB goal cannot be proposed.

**5252.237-9509 INSPECTION OF SITE (NAVAIR) (JAN 1992)**

Offerors or quoters are invited to inspect the Naval Air Station Fallon, NV where services are to be performed. For appointment see "Site Visit Information" below.

**SITE VISIT INFORMATION**

Only one site visit is being planned. To arrange for access to NAWA Fallon NV, call Ken Bonin of the Geothermal Program Office at (760)939-4049 or e-mail [kenneth.bonin@Navy.mil](mailto:kenneth.bonin@Navy.mil) or Sue Casey of the Naval Air Warfare Center Weapons Divisions at (760)939-4115, e-mail [sue.casey@navy.mil](mailto:sue.casey@navy.mil) no later than 7 Oct 04 with Company Name, full name and social security number of all person to attend the site visit.

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

## CLAUSES INCORPORATED BY FULL TEXT

**5252.215-9524 BASIS FOR AWARD (NAVAIR) (JUL 1998)**

(a) Award will be made to that responsible offeror proposing the lowest price for supplies or services meeting the requirements of the solicitation.

(b) All proposals will be evaluated for technical acceptability. Proposals that do not conform to the requirements of the solicitation may be rejected without further evaluation, deliberation or discussion. The low priced, technically acceptable offer submitted by a responsible offeror will be awarded the contract.

**EVALUATION AND AWARD CRITERIA**

Technical evaluation of proposals will be performed to ensure the minimum requirements for the solicitation are satisfied. Award will be made to that responsive, responsible offeror who has submitted an acceptable technical/management proposal meeting or exceeding the acceptability standards for non-cost factors identified below and proposing the lowest evaluated price for supplies, equipment and/or services. In determining the lowest evaluated price for this procurement, the Government will perform a comparison of each offeror's total proposed price for the basic contract line items identified in Section B of this solicitation and those optional line items identified in Section M provision entitled "Evaluation of Options" and evaluate the price to determine its reasonableness.

Acceptability Standards for non—Cost Factors:

1. Technical. The proposal shall be evaluated for adherence to requirements cited in this solicitation and the method of approach to obtain contract objectives. Proposal will be evaluated to determine that the offeror has: 1) a thorough understanding of the requirements needed to achieve the specifications of the product and/or services described in this solicitation; 2) a solid comprehension of the inherent technical problems; and 3) a viable solution to these problems. In addition, proposal will be evaluated to determine that the offeror meets the following:

1.1 Staffing and Equipment. Offeror shall demonstrate that they employ specialized personnel and equipment to accomplish this project or demonstrate that their proposed staffing and equipment can complete this project.

1.2 Understanding of Requirements. Offeror must be able to demonstrate that their technical support resources can complete this procurement and will be available to complete their component of this project at the time specified in the solicitation.

1.3 Safety. Offerors shall have a general geothermal safety program that includes hydrogen sulfide training.

1.4 Company Experience. Offerors shall be experienced in or demonstrate their ability to deepen or drill test holes to the depth anticipated for this contract.

1.5 Personnel Experience. Offerors shall demonstrate that their key supervisory personnel to be assigned to this effort have experience in (1) using high-pressure containment/control equipment (2) using drilling fluid temperature

control equipment, and (3) working in hydrogen sulfide environments. At a minimum, key supervisor personnel to be assigned to this effort must have been a successful driller or higher (Tool Pusher, Drilling Superintendent or Drilling Manager) on at least one previous drilling operation.

The Contracting Officer must make an affirmative determination that the prospective contractor is responsible in accordance with Subpart 9 of the Federal Acquisition Regulation. The Government shall consider information provided by the offeror as well as information obtained from any other sources when making this determination.

#### **EVALUATION OF OPTIONS**

(a) During contract performance, only one (per test hole) of the four hole completion Option CLINS 0010, 0011, 0012 and 0013 for FOH #3, CLINS 0027, 0028, 0029 and 0030 for FOH#4 will be selected and exercised depending on geologic conditions encountered, leaving the remaining three (per test hole) Option CLINS not exercised. The Government will evaluate offerors for award purposes only by adding the offeror's highest priced completion Option CLIN for each test hole to the price for the basic requirement.

(b) Evaluation of options will not obligate the Government to exercise the options.

(c) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices are significantly overstated for other work.