

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 48			
2. CONTRACT NO.		3. SOLICITATION NO. N6817119R0020		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 01 Nov 2019		6. REQUISITION/PURCHASE NO. N4044420RCN7003		
7. ISSUED BY NAVSUP FLC SIGONELLA PSC 817 BOX 4139 FPO 09622-0042 UNITED STATES				CODE N68171		8. ADDRESS OFFER TO (If other than Item 7) See Item 7				
				TEL:		TEL:				
				FAX:		FAX:				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>01:00 PM</u> local time <u>02 Dec 2019</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME JEFFREY J. EOM			B. TELEPHONE (Include area code) (NO COLLECT CALLS) 390815683819			C. E-MAIL ADDRESS JEFFREY.EOM@EU.NAVY.MIL		
11. TABLE OF CONTENTS										
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OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE			
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)						
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN			ITEM		
24. ADMINISTERED BY (If other than Item 7)					CODE		25. PAYMENT WILL BE MADE BY			
26. NAME OF CONTRACTING OFFICER (Type or print)					27. UNITED STATES OF AMERICA			28. AWARD DATE		
TEL:					EMAIL:			(Signature of Contracting Officer)		

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

USNS CARSON CITY FY20 ROH

A.1. General

This contract is for the Regular Overhaul (ROH) repair of USNS CARSON CITY (T-EPF-7) vessel.

Note: "Although Navy Master Agreement for Repair and Alteration of Vessels (MARAV) clauses are listed in this solicitation, the word "job order" shall be substitute with the word "contract," in all MARAV clauses.

All ROH repair work is to be accomplished at the successful contractor's shipyard. Due to the Navy's operational requirement and navigation limits, the place of performance for ROH repair is geographically restricted to all contractors who have the dry-docking capability at locations in Europe along the Atlantic Ocean coastline in or south of the city of Ferrol, Spain, in the Azores, Madeira or Canary Islands, and within the Mediterranean Basin. Additionally, the shipyard should be located within a country that maintains a current Status of Forces Agreement (SOFA) with the United States either through an International Agreement or an exchange of diplomatic notes that addresses primary jurisdiction procedures for the U.S. Military personnel.

A.2. Pricing

Prices shall be submitted in the format specified in **Section B, Supplies or Services and Price** and Attachment J-1 Pricing Information of this solicitation, which will be incorporated into the contract upon contract award. Prices must be stated in US Dollars.

A.3. Work Items Categories

The work items are grouped into three distinct categories: Category A, B, and Not Separately Priced (NSP).

Category A includes definitized work items for which a firm fixed price has been established and will be executed during the period of performance and included in the base contract.

Category B includes definitized, "optional" work items earmarked for potential additional repairs, labor, materials or services, whereby a unitized price or total price has been established and may be invoked during the period of performance. They are identified under "Optional CLIN/SubCLIN" and can be invoked by exercising the option.

Category NSP identifies work items without an associated fixed price that provide a detailed description for work items as part of the successful contractor's technical proposal. Procedure/regulations are also included that must be followed by the contractor and subcontractors in the accomplishment of all work requirements.

Only Category A and Category B work items are to be priced.

Attachment J-1 Pricing Information shall be completed by providing the number of labor hours and labor rate.

A.4. Work Item References

The references listed in each work item will be provided upon written request sent by the offeror. References shall be requested via email:

jeffrey.eom@eu.navy.mil

jennifer.escalante@eu.navy.mil

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CATEGORY A WORK ITEMS FFP The contractor shall repair and overhaul the vessel in accordance with the attached Category A Work Items. FOB: Origin (Shipping Point) MILSTRIP: N4044420RCN7003 PURCHASE REQUEST NUMBER: N4044420RCN7003 PSC CD: J998	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	CATEGORY B OPTIONAL WORK ITEMS FFP The KO will notify the contractor in writing when Category B WI is required to be accomplished as part of this contract.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA OPTION	WI 0025 Physical Security at Facility FFP The KO will notify the contractor in writing when Category B WI is required to be accomplished as part of this contract. FOB: Origin (Shipping Point) MILSTRIP: N4044420RCN7003 PSC CD: J998	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB OPTION	WI 0030 Continuation of Services FFP The KO will notify the contractor in writing when Category B WI is required to be accomplished as part of this contract. FOB: Origin (Shipping Point) MILSTRIP: N4044420RCN7003 PSC CD: J998	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC OPTION	WI 0103 F.D. Safety Net Weight Test FFP The KO will notify the contractor in writing when Category B WI is required to be accomplished as part of this contract. FOB: Origin (Shipping Point) MILSTRIP: N4044420RCN7003 PSC CD: J998	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD OPTION	WI 0111 Exhaust Hull Insp & Weld Repairs FFP The KO will notify the contractor in writing when Category B WI is required to be accomplished as part of this contract. FOB: Origin (Shipping Point) MILSTRIP: N4044420RCN7003 PSC CD: J998	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE OPTION	WI 0120 Misc. Aluminum Structure Repairs FFP The KO will notify the contractor in writing when Category B WI is required to be accomplished as part of this contract. FOB: Origin (Shipping Point) MILSTRIP: N4044420RCN7003 PSC CD: J998	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF OPTION	WI 0220 Engine Exhaust Inspections FFP The KO will notify the contractor in writing when Category B WI is required to be accomplished as part of this contract. FOB: Origin (Shipping Point) MILSTRIP: N4044420RCN7003 PSC CD: J998	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG OPTION	WI 0505 Reverse Osmosis Unit Maintenance FFP The KO will notify the contractor in writing when Category B WI is required to be accomplished as part of this contract. FOB: Origin (Shipping Point) MILSTRIP: N4044420RCN7003 PSC CD: J998	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH OPTION	WI 0520 Fuel Oil Purifier Maintenance FFP The KO will notify the contractor in writing when Category B WI is required to be accomplished as part of this contract. FOB: Origin (Shipping Point) MILSTRIP: N4044420RCN7003 PSC CD: J998	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AJ OPTION	WI 0805 Misc. Insulation and Lagging FFP The KO will notify the contractor in writing when Category B WI is required to be accomplished as part of this contract. FOB: Origin (Shipping Point) MILSTRIP: N4044420RCN7003 PSC CD: J998	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AK OPTION	WI 0911 Cont. of Dry Docking & Services FFP The KO will notify the contractor in writing when Category B WI is required to be accomplished as part of this contract. FOB: Origin (Shipping Point) MILSTRIP: N4044420RCN7003 PSC CD: J998	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AL OPTION	WI 0929 Valve Flange & Piping Replace FFP The KO will notify the contractor in writing when Category B WI is required to be accomplished as part of this contract. FOB: Origin (Shipping Point) MILSTRIP: N4044420RCN7003 PSC CD: J998	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CATEGORY NSP WORK ITEMS FFP Not separately priced (NSP) work items. These are a sub-set of Category A Work Items which are necessary to accomplish the specification package included in the base contract, but shall not be assigned separate pricing.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	WI 001 FFP Intent, Scope, General Requirements and Definitions. Not separately priced item - Do Not Price FOB: Origin (Shipping Point) PSC CD: J998	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	WI 002 FFP Technical and Manufacturer's Representative. Not separately priced item - Do Not Price FOB: Origin (Shipping Point) PSC CD: J998	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	WI 003 FFP Approach Berth and Mooring Requirements. Not separately priced item - Do Not Price FOB: Origin (Shipping Point) PSC CD: J998	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	WI 004 FFP Testing and Quality Assurance. Not separately priced item - Do Not Price FOB: Origin (Shipping Point) PSC CD: J998	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE	WI 005 FFP Electrical Safety Procedure Requirements. Not separately priced item - Do Not Price FOB: Origin (Shipping Point) PSC CD: J998	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF	WI 006 FFP Heavy Weather Plan. Not separately priced item - Do Not Price FOB: Origin (Shipping Point) PSC CD: J998	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG	WI 007 FFP Cold Weather Plan. Not separately priced item - Do Not Price FOB: Origin (Shipping Point) PSC CD: J998	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AH	WI 008 FFP Physical Security at Contractor's Facility. Not separately priced item - Do Not Price FOB: Origin (Shipping Point) PSC CD: J998	1	Lot		

NET AMT

Section C - Descriptions and Specifications

GENERAL INFORMATION

C.1 General Information

The Contractor shall prepare for and accomplish the dry-docking and overhaul of USNS CARSON CITY (T-EPF-7) as described in the specification package provided as Attachment J-2, Work Item Description.

The offeror shall provide all planning, document preparation, engineering, procurement, and production work necessary to prepare for and accomplish the repairs, maintenance and certifications covered in the specification package. These tasks include, but are not limited to the following:

(a) Provide the management, procurement, production, testing, quality assurance, technical capability and resources necessary to prepare for and accomplish the repairs and alterations in accordance with the requirements stated herein, the contract work specifications, the additional work specifications if necessary, within the availability time period specified in Section F of this solicitation and resulting award.

(b) Accomplish planning and scheduling to ensure timely procurement of Contractor Furnished Material/Contractor Furnished Property (CFM/CFP) and receipt, storage, and installation of Government Furnished Property (GFM/GFP) (to be provided under FAR 52.245-1, Government Property) and CFM/CFP. See the Attachment J-3 GFM List for details.

(c) Establish management procedure and systems to identify behind schedule conditions and unfavorable schedule variance, using the scheduling plan performance measurement baseline, each of the elements in the baseline, and the progress measurement systems. The applied systems and procedures shall provide timely identification of scheduling problem areas to permit prompt management action to correct unsatisfactory conditions.

(d) Develop a performance milestone schedule/critical path chart to measure scheduled performance. Deviations from the milestone schedule/critical path chart must be submitted to and approved by the Contracting Officer. The Contractor warrants that all work required by Section C of this contract shall be completed within the performance period stated in Section F of the Contract. A performance milestone schedule and critical path chart shall be developed and submitted in accordance with the Work Item package.

(e) Apply approved quality control procedures as required by this contract and the work item package to ensure procured material and performed production work conforms to the required quality standards.

(f) Apply US Government (NAVSEA or MSC Standard) approved quality control procedures as required by this contract and the specification package to ensure procured material and performed production work conform to the required quality standards. If a European equivalent standard is authorized, the specification package will so state. References indicated in each work item description are available upon request.

C.2 Ship's Class and Dimension

International Maritime Organization (IMO) #:	9677557
American Bureau of Shipping (ABS) Class #:	16242650

The principal dimensions of the ship are the following:

LENGTH:	103 m (337.9 ft)
BEAM:	28.5 m (93.5 ft)
DRAFT FULL LOAD (mean):	3.92 m (12.85 ft)
ESTIMATED GROSS TONNAGE:	2,400 tons
DESIGN DEADWEIGHT:	1,700 tons
ESTIMATED ARRIVAL DRAFT:	3.4 m (11 ft) FWD

authority remains solely with the NAVSUP FLCSI Code 200 Contracting Officers. 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 time required for performance or the contract price to cover any increase in charges incurred as a result thereof.

The Contracting Officer's name is provided in Section G.

Section D - Packaging and Marking

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Packaging and Marking will be in accordance with the requirements cited in the applicable items of the work package.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0002	N/A	N/A	N/A	N/A
0002AA	Origin	Government	Origin	Government
0002AB	Origin	Government	Origin	Government
0002AC	Origin	Government	Origin	Government
0002AD	Origin	Government	Origin	Government
0002AE	Origin	Government	Origin	Government
0002AF	Origin	Government	Origin	Government
0002AG	Origin	Government	Origin	Government
0002AH	Origin	Government	Origin	Government
0002AJ	Origin	Government	Origin	Government
0002AK	Origin	Government	Origin	Government
0002AL	Origin	Government	Origin	Government
0003	N/A	N/A	N/A	N/A
0003AA	Origin	Government	Origin	Government
0003AB	Origin	Government	Origin	Government
0003AC	Origin	Government	Origin	Government
0003AD	Origin	Government	Origin	Government
0003AE	Origin	Government	Origin	Government
0003AF	Origin	Government	Origin	Government
0003AG	Origin	Government	Origin	Government
0003AH	Origin	Government	Origin	Government

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE**F.1 Effective Date**

The effective date of this contract is the date of award by the Government.

F.2 Ship Availability

The Contractor can expect the ship to arrive at the Contractor's shipyard on or about 15 March 2020 and the end of the availability is 14 May 2020. As set forth in Work Item No.010, Overhaul Management Team (OMT) Offices, and Work Item No. 012, Telephone Services, the Contractor shall provide office space and telephone services starting (3) days before arrival of the vessel and terminating (3) days after redelivery of the vessel.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 15-MAR-2020 TO 14-MAY-2020	N/A	DIRECTOR, MSFSC DYLAN COFFMAN MILITARY SEALIFT FLEET SUPPORT COMMAND PSC 817 BOX 23 FPO 09622-0023 UNITED STATES +39 337 142 9612 FOB: Origin (Shipping Point)	N40444
0002	N/A	N/A	N/A	N/A
0002AA	POP 15-MAR-2020 TO 14-MAY-2020	N/A	DIRECTOR, MSFSC DYLAN COFFMAN MILITARY SEALIFT FLEET SUPPORT COMMAND PSC 817 BOX 23 FPO 09622-0023 UNITED STATES +39 337 142 9612 FOB: Origin (Shipping Point)	N40444
0002AB	POP 15-MAR-2020 TO 14-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	N40444
0002AC	POP 15-MAR-2020 TO 14-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	N40444
0002AD	POP 15-MAR-2020 TO 14-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	N40444

0002AE	POP 15-MAR-2020 TO 14-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	N40444
0002AF	POP 15-MAR-2020 TO 14-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	N40444
0002AG	POP 15-MAR-2020 TO 14-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	N40444
0002AH	POP 15-MAR-2020 TO 14-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	N40444
0002AJ	POP 15-MAR-2020 TO 14-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	N40444
0002AK	POP 15-MAR-2020 TO 14-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	N40444
0002AL	POP 15-MAR-2020 TO 14-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	N40444
0003	N/A	N/A	N/A	N/A
0003AA	POP 15-MAR-2020 TO 14-MAY-2020	N/A	DIRECTOR, MSFSC DYLAN COFFMAN MILITARY SEALIFT FLEET SUPPORT COMMAND PSC 817 BOX 23 FPO 09622-0023 UNITED STATES +39 337 142 9612 FOB: Origin (Shipping Point)	N40444
0003AB	POP 15-MAR-2020 TO 14-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	N40444
0003AC	POP 15-MAR-2020 TO 14-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	N40444
0003AD	POP 15-MAR-2020 TO 14-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	N40444
0003AE	POP 15-MAR-2020 TO 14-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	N40444
0003AF	POP 15-MAR-2020 TO 14-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	N40444
0003AG	POP 15-MAR-2020 TO 14-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	N40444
0003AH	POP 15-MAR-2020 TO 14-MAY-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Origin (Shipping Point)	N40444

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.247-30	F.O.B. Origin, Contractor's Facility	FEB 2006
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

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

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

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

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

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

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

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

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

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table*

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

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

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-7	System for Award Management	OCT 2018
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2019
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2019
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2018
52.222-50	Combating Trafficking in Persons	JAN 2019
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.227-14	Rights in Data--General	MAY 2014
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
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	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.243-6	Change Order Accounting	APR 1984
52.245-1	Government Property	JAN 2017

52.245-9	Use And Charges	APR 2012
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.217-7004	Job Orders and Compensation	MAY 2006
252.217-7005	Inspection and Manner of Doing Work	JUL 2009
252.217-7006	Title	DEC 1991
252.217-7007	Payments	DEC 1991
252.217-7008	Bonds	DEC 1991
252.217-7010	Performance	JUL 2009
252.217-7011	Access to Vessel	DEC 1991
252.217-7012	Liability and Insurance	AUG 2003
252.217-7013	Guarantees	DEC 1991
252.217-7014	Discharge of Liens	DEC 1991
252.217-7015	Safety and Health	DEC 1991
252.217-7016	Plant Protection	DEC 1991
252.217-7017	Time of Delivery	DEC 1991
252.217-7028	Over And Above Work	DEC 1991
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7001	Hazard Warning Labels	DEC 1991
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	OCT 2014
252.225-7038	Restriction on Acquisition of Air Circuit Breakers	DEC 2018
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7048	Export-Controlled Items	JUN 2013
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7002	Customs Exemptions (Germany)	JUN 1997
252.229-7003	Tax Exemptions (Italy)	MAR 2012
252.229-7005	Tax Exemptions (Spain)	MAR 2012
252.229-7006	Value Added Tax Exclusion (United Kingdom)	DEC 2011
252.229-7007	Verification of United States Receipt of Goods	JUN 1997
252.229-7008	Relief From Import Duty (United Kingdom)	DEC 2011
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018

252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7003	Notification of Potential Safety Issues	JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (NOV 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(End of clause)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

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

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

(End of clause)

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):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of provision)

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):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

252.217-7003 CHANGES (DEC 1991)

(a) The Contracting Officer may, at any time and without notice to the sureties, by written change order, make changes within the general scope of any job order issued under the Master Agreement in --

- (1) Drawings, designs, plans, and specifications;
- (2) Work itemized;
- (3) Place of performance of the work;
- (4) Time of commencement or completion of the work; and
- (5) Any other requirement of the job order.

(b) If a change causes an increase or decrease in the cost of, or time required for, performance of the job order, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the price or date of completion, or both, and shall modify the job order in writing.

- (1) Within ten days after the Contractor receives notification of the change, the Contractor shall submit to the Contracting Officer a request for price adjustment, together with a written estimate of the increased cost.
- (2) The Contracting Officer may grant an extension of this period if the Contractor requests it within the ten day period.
- (3) If the circumstances justify it, the Contracting Officer may accept and grant a request for equitable adjustment at any later time prior to final payment under the job order, except that the Contractor may not receive profit on a

payment under a late request.

(c) If the Contractor includes in its claim the cost of property made obsolete or excess as a result of a change, the Contracting Officer shall have the right to prescribe the manner of disposition of that property.

(d) Failure to agree to any adjustment shall be a dispute within the meaning of the Disputes clause.

(e) Nothing in this clause shall excuse the Contractor from proceeding with the job order as changed.

(End of clause)

252.229-7001 TAX RELIEF (SEPT 2014)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offeror Insert) RATE (PERCENTAGE): (Offeror Insert)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

- J-1** Pricing Information (Contractor required to complete ALL tabs)
- J-2** Work Item Description (SOW)
- J-3** Government Furnished Material (GFM) list (For Information Only)
- J-4** MSC Ship Repair Facility Survey (Contractor Response Required)
- J-5** Past Performance Information Sheet (Contractor Response Required)
- J-6** Past Performance Questionnaire (For Information Only)

EXHIBIT

- Exhibit A.** Contract Data Requirements List (CDRL)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-8	Annual Representations and Certifications	OCT 2018
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.229-7012	Tax exemptions (Italy)--representation	MAR 2012
252.229-7013	Tax exemptions (Spain)--representation.	APR 2012

CLAUSES INCORPORATED BY FULL TEXT

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUN 2019)

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (e) applies.

(ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

(ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

(iv) 252.225-7031, Secondary Arab Boycott of Israel.

(v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

- ___ Use with Alternate I.
- ___ Use with Alternate II.
- ___ Use with Alternate III.
- ___ Use with Alternate IV.
- ___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ___ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS**SUPPLEMENT TO 52.215-1 Instructions to Offerors—Competitive Acquisition.****L.1 Submission of Offers and Other Information**

At the time of the solicitation closing date specified in this section, Offerors shall submit the proposal and other information as requested via email to the following point of contacts:

LCDR Jeffrey Eom, Contract Specialist, email: Jeffrey.eom@eu.navy.mil
Ms. Jennifer Escalante, Contract Specialist, email: jennifer.escalante@eu.navy.mil

The submission time of proposal is due on Monday, 2 December 2019 by 01:00 PM in local Naples, Italy time. The deadline / closing time receipt of proposals will be strictly adhered to and enforced.

Each Offeror must: (1) submit an offer in English, and (2) submit the technical proposal, past performance and price information as three separate emails by the specific email submission instruction explained in the next paragraph of this section. No pricing information is to be included with the technical or past performance volumes.

L.1.1 Email Format Instruction

All email submissions shall be submitted in accordance with the following format:

- (a) e-mail is the only allowable submission format and the size limit per email is 10 MB. If your email is in excess of 10 MB, submit additional emails as necessary in the following format:
 - (1) Each individual email shall include in the subject line, the volume number and title
 - (2) If multiple emails are submitted under any volume of the technical proposal, past performance and price information, the subject line shall also contain the consecutive number of each separate email submission under that volume. The sample format of email subject line is as followed:
 - Email 1: "Volume I Technical Capability #1 of 3
 - Email 2: "Volume I Technical Capability #2 of 3
 - Email 3: "Volume I Technical Capability #3 of 3
- (b) The body of each individual email shall include a list of all attachments and be labeled with sufficient detail as to allow the important elements of the proposal to be easily identified and located.
- (c) Offeror must request confirmation of receipt of emails from the Contract Specialist listed above prior to the closing date of this RFP.

L.2 Offer: The Offer consists of and shall include the items listed below:

- (a) **Standard Form 33, Solicitation/Offer/Award:** Offeror shall fill out blocks 12 through 18. If amendments to the solicitation are issued, each Standard Form 30, Amendment of Solicitation/Modification of Contract, shall be included with blocks 8 and 15 (a) through (c) completed by the Offeror.
- (b) **RFP Section B, Supplies or Services and Price:** Offeror is required to submit pricing information on all CLINs/SubCLINs listed in Section B of this solicitation. **Price must be in U.S. Dollars and in compliance with Section A.** Additional pricing information is detailed in paragraph L.5.
- (c) **Completed Representations and Certifications:** Located in Section K of this solicitation. The Offeror shall fill them out and include them with his/her offer. Signed Representations and

Certifications available through the SAM database are an acceptable form of documentation, but written notification must be provided to the Contracting Officer.

Per the terms of the solicitation provision 52.204-7 and contract clause 252.204-7004 (Alternate A), the contractor must have an active registration in the System for Award Management (SAM) in order to be awarded a contract by the US Government. This registration need not be active at the time of proposal submission; however, the registration must be active before a contract award can be made to the contractor.

- (d) **DFARS 252.229-7001 Tax Relief:** The Offeror shall fill in the DFARS clause 252.229-7001 with the required information

This RFP does not authorize alternate proposals with respect to specific terms or conditions of this RFP. Any objection to any of the terms and conditions of this RFP will make the offer unacceptable and not considered for award on initial offers. Failure to submit any of the documentation or information required for proposals may cause the Offeror to be ineligible for award on their initial offer.

L.3 Technical Capability Proposal

The Technical proposal consists of and shall include the items listed below:

L.3.1 Understanding the Requirements

- (a) **Milestone Schedule:** The Offeror shall demonstrate in detail an understanding of the overall scope of work and the plan to accomplish that work by providing a time phased progress chart which includes every work item in the specification package including Category B Optional Work Items.

Milestones shall include but not limited to:

- MSC Overhaul Management Team (OMT) office start and end dates
- Completion of tanks gas-freeing date
- Turnover of the Engine Room date
- Dock trial date
- Sea trial date

- (b) **Critical Path Analysis by Work Item:** The Offeror shall develop a Critical Path Analysis by work item. The analysis shall clearly identify the primary Critical Path at each point of the availability.
- (c) **Heavy Weather Plan:** The Offeror shall submit a Heavy Weather Plan in accordance with Specification Item 0006 for Heavy Weather. The heavy weather plan shall include a description of the protection arrangements available and the preventative measures that will be taken to ensure the safety of the ship from potential heavy weather conditions.

The plan shall demonstrate daily monitoring and tracking operations of heavy weather conditions and contractor actions relative to deteriorating weather conditions for Beaufort Wind Scale Number 7 and higher in preparation to protect the vessel from damage.

- (d) **Procedure Qualifications:** The offeror shall submit current ABS/IACS member approved weld procedures for 5083 aluminum GMAW, 6061 aluminum GMAW, 5083 aluminum GMAW-Pulse low heat, Ultrasonic Impact Technology (UIT) certifications and ASTM G-67 Mass Loss Testing certifications. Weld Procedures for joining 5083 to 6061 aluminum shall be submitted. Individual Weld Procedures for the required grades of aluminum shall be submitted for 6mm and under. These procedures shall comply with the welding scope of work.
- (e) **Welder Qualifications:** The offeror shall submit current ABS/IACS member welder certifications utilizing the above weld procedures. The contractor shall provide a listing of welders that will perform

welding work and applicable weld certifications. Welder Certifications shall provide justification for the Currency of the specified Weld Procedures in accordance with American Welding Society D1.2 paragraph 3.23, where welder continuity/currency logs shall be submitted.

L.3.2 Ability to Perform the Statement of Work

(a) Facilities Requirements

- (1) The offeror shall complete and submit the provided MSC Ship Repair Facility Survey Form (MSC Form 4330/26) (Refer to RFP Attachment J-4). Forms must be signed and dated.

Note the following special instructions when completing the form:

i. On sheet 2 of 5, the “Services Available” block should include only those services which are permanently installed. Temporary service capability should be listed on sheet 5 of 5.

ii. Photocopies of crane certification data shall be supplied.

iii. The following instructions apply to the submittals list located on sheet 5 of 5:

- a) Submittal number 1: submit as instructed.
- b) Submittal number 2: submit as instructed.
- c) Submittal number 3: do not submit.
- d) Submittal number 4: do not submit, covered elsewhere in RFP.
- e) Submittal number 5: do not submit, covered elsewhere in RFP.
- f) Submittal number 6: submit as instructed, do not list subcontractor locations.
- g) Submittal number 7: do not submit.

iv. Use additional sheets as necessary to give a complete description of your facilities.

- (2) Offeror shall submit written confirmation that they have available dry-dock space to accommodate the vessel for all days of the performance period.
- (3) The offeror shall submit written confirmation that they shall provide a reliable source of electrical shore power that conforms with Section 7.0 of Work Item 0011, Furnish General Services (T-EPF class).
- (4) The offeror shall confirm the capability to provide the vessel with continuous flow salt water cooling that conforms with Section 7.0 of Work Item 0011, Furnish General Services (T-EPF class).

(b) Berth, Approach, and Mooring: The following charts must provide adequate demonstration that the Offeror has positively determined the route(s) providing safe vessel transit. The Offeror shall submit the following that complies with the requirements set forth in Specification Package of Not Separately Priced (NSP) Work Item 0003, Approach Berthing and Mooring:

- (1) A Berth Chart
- (2) An Approach Chart
- (3) A Mooring Chart

(c) Dry-dock certificate and plan

- (1) Offerors shall provide technical information and documentation relative to requirements stated in Work Item 0901, Dry-docking and Undocking. Specifically, documentation shall be provided for Drydock certification that meets the following requirements. A copy of the certificate shall be

submitted show issue date, expiration date and lift capability. A material condition survey report will not be accepted in lieu of a certificate.

- i. Is under current certification by Naval Sea Systems Command (NAVSEA)
- ii. Is under current classification by a member of the International Association of Classification Societies (IACS) ABS, Lloyds Register, DNV etc.
- iii. Is under current certification by an independent third party engineering firm recognized by the American Bureau of Shipping as capable of performing drydock design reviews, subject to approval by MSFSC.

L.3.3 Management Control and Quality Assurance

- (a) **Quality Control Plan:** The Offeror shall describe in detail the Quality Control (QC) Plan to be used for this availability. The description shall address the method in which you will comply with the Work Item 0004, Testing and Quality Assurance, and include a preliminary "Schedule for Key Inspection Events" within the contractor's proposal.

Provide QC qualifications for Aluminum Non-Destructive Testing (NDT) processes, Aluminum inspection experience and certifications that comply with the scope of work.

- (b) **Material Control and Storage:** The offeror shall submit the location, number and total square footage of all storage areas including those proposed for the receipt and inspection of material necessary during performance under this contract. Storage areas proposed for use must meet or exceed the requirements listed in Section 7.3.2 of Work Item 0015.

Discuss the system to be used for Material Control by providing the following areas:

- (1) Advanced CFM material ordering
 - (2) Receipt, inspection, and identification of GFM and CFM
 - (3) Control of pilferable and sensitive material
 - (4) Control of damage and reporting system
 - (5) Turn-in material, including equipment shipped to subcontractors for work
 - (6) Scrap material and relative accounting system
 - (7) Rip out material which is to be reinstalled
 - (8) Procedure for critical material decisions such as substitution
 - (9) Temporary issue of storeroom repair parts to support overhaul/availability
- (c) **Aluminum Traceability:** The contractor shall provide and detail the Condition Found Report (CFR) process and deckplate process to control aluminum material traceability for use during this availability. Traceability shall include material certifications, ABS approved repair plans, and weld filler material certifications.

L.4 Past Performance

L.4.1 Description of Past Performance

Offeror shall describe its past performance related to or similar ship repair work for Federal, State and local government, and private contracts and subcontracts which were ongoing or have completed within last three (3) years from the date of the solicitation.

The past performance references shall consist of same or similar scope, magnitude or complexity to that which is detailed in the RFP. The information must be clear whether the work by the Offeror was done as a prime contractor or a subcontractor. Offeror who describes similar contracts and subcontracts shall provide a detailed

explanation demonstrating the similarity of the contracts to the requirements of the RFP. Specifically, Offeror shall use the **J-5 Past Performance Information Sheet** to provide the required information regarding its past performance on no more than three (3) recommended relevant (“same or similar”) contracts obtained from the Government and/or commercial sources. The Past Performance Information Sheet is a document that Offeror must complete and return with their proposal.

Offeror that has already received a Contractor Performance Assessment Reporting System (CPARS) may submit a copy of the CPARS or provide a list of the contracts that have completed the CPARS.

L.4.2 Description of Past Performance Questionnaire

Offeror is not required to fill out or submit **J-6 Past Performance Questionnaire** sheet. The questionnaire will be completed by the Offeror’s clients cited in Attachment J-5 Past Performance Information Sheet. Offerors are responsible for ensuring that their client references complete this questionnaire and submit it via email directly to at: Jeffrey.eom@eu.navy.mil and Jennifer.Escalante@eu.navy.mil with “**Questionnaire for RFP R0020**” in the email subject line by **NO LATER THAN THE DUE DATE AND TIME OF THE SOLICITATION**.

The Government reserves the right to obtain information for use in the evaluation of past performance from any or all sources including sources outside of the Government.

L.5 Price

L.5.1 Format

Offeror shall submit prices in the format specified in Section B “Supplies/Services and Price” of this solicitation. **Price must be in U.S. Dollars.**

- (a) CLIN 0001 Category A must be completed with the total amount for all Category A Work Items.
- (b) CLIN 0002 Category B must be completed with the total amount for all Category B Work Items.

L.5.2 Additional Information

Offerors shall complete the following Tabs of the Attachment J-1 Pricing Information:

- (a) Total Price (first tab): The contractor shall provide the number of man hours and labor rate except for those that have been grayed out. For the work items grayed out, the offerors shall insert the extended price only in Column I unless instructed differently.
- (b) Work Item 0010 Overhaul Management Team (OMT) Offices. Offeror shall provide total price and enter the total price on the Column I of the Total Price tab.
- (c) Work Item 0011 General Services Tab. Pricing for this work item is split in two categories of services priced differently:
 - (1) Unit Price based on estimated quantity (Table A): The services included in Work Item 0011 must be priced based on an estimated number indicated in the work item for each service. The unit price will be used for adjustments to the award price for lesser or greater total consumption. Any required adjustments shall be made via a contract modification.
 - (2) Daily Price based services (Table B): One daily price inclusive of the services listed in the Table B. The daily price must include all services listed under this category.
 - (3) Total price for final Cleaning of the vessel (Table C): Provide one lot price.
 - (4) The total price of the WI 0011 must be reported in the Total Price tab (first tab).

- (d) Work Item 0012 Telephone Services Tab. Offeror shall provide unit prices for each item listed except the Long Distance Calls, which **not to exceed \$10,000**. However, Per Day Rate Telephone Services shall exclude costs for long distance calls. Offeror shall provide provide total price for items listed in Table A and enter the total price on the Column I of the Total Price tab.
- (e) Work Item 0015 Integrated Logistics and GFM Support Tab. The pricing shall be provided for the quantities specified in the tab. Any customs fees, light dues or any other port tariffs are to be paid in accordance with the local regulations that the contractor may have anticipated for the ship and will be reimbursed at actual cost after submission of supporting documentation. The contractor is expected to be aware of any tax/dues exemptions granted to the US Government from the country where the repairs will take place. Offeror shall provide total price for items listed in Table A and enter the total price on the Column I of the Total Price tab.
- (f) Work Item 0017 Handling Ship's Stores Tab. The pricing shall be provided for the quantities specified in the tab. Offeror shall provide labor, equipment and crane services as necessary to off-load dry and general stores, medical supplies, spare parts and frozen and refrigerated stores from their stored locations aboard ship. Offeror shall provide provide total price for items listed in Table A and enter the total price on the Column I of the Total Price tab.
- (g) Work Item 0023 Hazardous Waste Disposal Tab. The pricing for this work item must be filled with the proposed percentage for management and handling fees based on the estimated cost of hazardous waste disposal (including any other costs associated, such as laboratory tests) of **\$100,000.00** to be reimbursed to the contractor. Offeror will be reimbursed for the actual cost of hazardous waste disposal based on the disposal/subcontractors invoices. If the actual cost of hazardous waste disposal is higher than \$100,000.00, a change order will be issued for the additional costs and for a pro-rata management and handling fee. If the actual cost of hazardous waste disposal is lower than \$100,000.00, a change order will be issued for definitizing the estimated value below \$100,000.00. Offeror shall provide total price for items listed in Table A and enter the total price on the Column I of the Total Price tab.
- (h) Work Item 0025 Physical Security Tab. The security level of Alpha is Not Separately Priced (NSP). However, Offeror shall provide price per day based on each security level listed in the table on the designated tab of Attachment J-1 Pricing Information. Offeror shall provide total price per day for the security level change from Bravo to Charlie including a cost to establish on the Total Price tab.
- (i) Work Item 0030 Continuation of General Services Tab. This Work Item is an optional work item that allows the government to extend the period of performance and maintain the services described in the parent work item. Offeror shall provide total price for items listed in Table A and enter the total price on the Column I of the Total Price tab.
- (j) Work Item 0120 Miscellaneous Aluminum Structure Repairs Tab. Offeror shall provide unit price for items listed in Table A and enter the total price of the Table A on the Column I of the Total Price tab.
- (k) Work Item 0805 Miscellaneous Insulation and Lagging Tab. Offeror shall provide unit price for items listed in Table A and and enter the total price of the Table A on the Column I of the Total Price tab.
- (l) Work Item 0911 Continuation of Dry Docking and Services Tab. Offeror shall provide provide unit price for items listed in Table A and and enter the total price of the Table A on the Column I of the Total Price tab.

L.6 Other Information to be submitted for Contractor's Responsibility Determination

Information is required in order to determine if an offeror is responsible. Any interaction between the government and the offeror(s) prior to award on matter of the responsibility are just part of the normal process of determining responsibility and are not considered "discussions."

Offerors that will not use an OEM technical representative for the work items that specify an OEM tech rep to be used must submit one of the following:

- (a) a signed letter from the OEM company that clearly states that the non-OEM company is authorized to inspect/service their OEM equipment, or
- (b) a signed letter from MSC showing that the non-OEM company is authorized by MSC to inspect/work on the particular OEM equipment. (NOTE: If any MSC work item specifies for a contractor to use a particular company (or has a list of acceptable companies), then the contractor does not have to submit a letter for any of these companies.)

L.7 Ship Check

A ship check is anticipated on or around **November 19 – 21, 2019 in Athens, Greece**. An amendment will be issued to this RFP once the date and location is confirmed to provide further details regarding the check. Ship check attendance is not mandatory, however, highly recommended. The U.S. Government will not reimburse offerors for any and costs associated with attendance of the ship check.

L.8 Questions/ Clarifications

Offerors may submit question regarding any work item specification or contract term in this solicitation. No verbal requests for information will be accepted by the Contracting Officer. All questions from offerors shall be submitted to the Contract Specialist electronically via e-mail to Jeffrey.eom@eu.navy.mil and Jennifer.escalante@eu.navy.mil no later than close of business 26 November 2019 Central European Time (CET).

CLAUSES INCORPORATED BY REFERENCE

52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017
52.216-1	Type Of Contract	APR 1984
52.233-2	Service Of Protest	SEP 2006

Section M - Evaluation Factors for Award

EVALUATION OF OFFERS

M.1 General

The Government intends to award a Firm Fixed Price (FFP) without discussions to the responsible offeror whose offer conforms to the RFP, meets the Government's requirement, and offers the best value to the Government in a form of technical, past performance and price standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

Offerors that take exception to the Government's technical requirements in the technical volume will not be considered for award; therefore, any exception to the Government's technical requirements must be resolved prior to the solicitation closing date.

Offerors are advised that the Government reserves the right to make award to other than the lowest priced offeror, or other than the highest technical and/or past performance rated offeror if the Government determines that to do so will result in the overall best value to the Government, in accordance with FAR 15.101-1.

During the source selection process, the government will assess the offeror's ability to perform on this contract, including the offerors likelihood of achieving success in meeting the RFP requirement by using the technical and past performance proposal information. Technical and Past Performance are assessed by the Source Selection Authority and a narrative rating will be assigned.

M.2 Tradeoff Evaluation Methodology

The Government intends to conduct a best value tradeoff evaluation using the ratings and associated definitions provided below.

The following evaluation factors and sub-factors shall be used to evaluate offers:

- **Technical Capability**
- **Past Performance**
- **Price**

Technical Capability is comprised of equally important sub-factors. Technical Capability and Past Performance when combined, are more important than Price. In situations where non-price factors between offerors are relatively equal, price becomes more important and may become a major factor for the award decision. A rating of "Unacceptable" or "Marginal" in any of the sub-factors will render the entire technical capability proposal factor "Unacceptable" or "Marginal" and therefore, ineligible for award.

M.2.1 Technical Capability: This factor evaluation shall consist of the following three sub-factors:

- (a) Understanding the Requirement
 - (1) Milestones Schedule
 - (2) Critical Path Analysis by Work Item
 - (3) Heavy Weather Plan
 - (4) Procedure Qualification
 - (5) Welder Qualification
- (b) Ability to Perform the Statement of Work
 - (1) Facilities Requirements
 - (2) Berth, Approach, and Mooring
 - (3) Dry-dock certificate and plan

(c) Management Control and Quality Assurance

- (1) Quality Control Plan
- (2) Material Control and Storage
- (3) Aluminum Traceability

The three sub-factors of the Technical Capability listed above are equally important. Within each of the sub-factors, there are elements which will not be separately rated. All sub-factors will be evaluated individually using the adjectival ratings defined in the below, Table M-1. Adjectival Ratings. The individual sub-factors ratings will then be used to determine an overall rating for the Technical Capability factor which will be used for the best value tradeoff analysis.

The Government will evaluate an Offeror’s Technical Capability proposal to determine an Offeror’s ability to successfully accomplish the ROH availability by ascertaining the quality and depth of the responses submitted as required by Section L. Successful accomplishment of the ROH availability is defined as the Offeror’s ability to complete all work designated in the work item package on time and in a manner that complies with the processes and procedures outlined in the solicitation inclusive of all solicitation reference documents.

Table M-1. Adjectival Ratings

Rating	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is un-awardable.

M.2.2 Past Performance

The Government will review the past performance information provided as specified in the solicitation provision **52.215-1 Instructions to Offerors—Competitive Acquisition** in order to determine the offeror’s relative capability to successfully meet the requirements of the solicitation based upon their previous performance similar to that anticipated under this requirement.

Using the Past Performance surveys submitted by the offerors for the same or similar work performed in the last three years from the date of this solicitation and other information independently obtained from the Government or commercial sources, each Offeror’s past performance will be evaluated for recency, relevancy and quality.

Recency will be validated on those past performance submissions if the period of performance falls within the past three (3) years from the date of the solicitation. Then, the Government will determine relevancy as outlined in the below Table M-2. Relevancy Ratings.

Table M-2. Relevancy Ratings

Rating	Description
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance efforts involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

After the Government has determined the ratings of the recency and relevancy for each past performance information being evaluated, the quality of the offeror's performance, general trends, and usefulness of the information shall be incorporated into an overall Past Performance Confidence rating which will be assigned to each offeror, consistent with the below Table M-3. Past Performance Confidence Ratings.

Table M-3. Past Performance Confidence Ratings

Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

Offerors with no recent/relevant performance record shall receive the rating "Unknown Confidence" meaning the rating is treated neither favorably nor unfavorably.

In evaluating past performance, the government will give greater consideration to information on those contracts deemed most relevant to the effort described in this RFP, specifically, contracts for ship repairs done in an offeror's shipyard that involved essentially the same scope and magnitude of effort and complexities this solicitation requires.

M.2.3 Price

(a) Completeness

The Government will evaluate the offers for completeness to ensure that a fair and reasonable firm fixed price is determined for award.

For completeness evaluation purposes, the Government shall ensure that the offeror has:

- (1) completed all tabs of the Attachment J-1 Pricing Information for all work items; and
- (2) completed all Prices in Section B of the RFP.

(b) Evaluation

The Price will be evaluated by totaling the prices proposed for all prices in CLINS and SubCLINS in Section B, including Options.

For Options, except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.3 The Best Value Process

The contract resulting from this RFP will be awarded to that responsible offeror whose offer, conforming to the RFP, is determined to provide the best value to the Government, which may not necessarily be the quote/proposal offering the lowest price. The award will be based on the combined evaluations of technical capability, past performance and price. The importance of price as an evaluation factor will increase with the degree of equality of the proposals in relation to the non-price factors. The Government reserves the right to determine which proposals show the capability to meet the requirements of this solicitation as well as to eliminate them from further consideration when determined to be unacceptable.

A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

M.4 Contractor Responsibility

To be eligible for award of a contract hereunder, an Offeror must be determined by the Contracting Officer to be a responsible prospective contractor as outlined in FAR 9.104. To be determined responsible, a contractor must:

- (a) Have adequate personnel, organizational, and financial resources to perform the contract, or the ability to obtain them;
- (b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Have a satisfactory performance record;
- (d) Have a satisfactory record of integrity and business ethics;
- (e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors);
- (f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
- (g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations;
- (h) Be located within a country that maintains an International Agreement with the United States that addresses primary jurisdiction procedures for US Military personnel; and
- (i) Possess the required OEM certificates per Section L, paragraph 5, Other Information to be submitted for Contractor's Responsibility Determination.

