

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE	OF PAGES
1. REQUEST NO. N00174-03-Q-0116		2. DATE ISSUED 05-Jun-2003	3. REQUISITION/PURCHASE REQUEST NO. Not Found		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	
5a. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE. ATTN: RENEE BROWN BROWNRM@IH.NAVY.MIL INDIAN HEAD MD 20640-5035		6. DELIVER BY (Date) 31-Jul-2003			RATING	
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls)		7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION			<input type="checkbox"/> OTHER (See Schedule)	
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE		9. DESTINATION (Consignee and address, including ZIP Code)  <b>SEE SCHEDULE</b>  Phone: FAX:				
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 19-Jun-2003						
<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
<b>SEE SCHEDULE</b>						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS No. (%)	
<b>NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.</b>						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Wind Tunnel Tests (17) FFP - Wind Tunnel Tests (17) in accordance with the statement of work.	1.00	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Deliverable Items FFP - Deliverable Items specified on page 8, in accordance with with the statement of work.	1.00	Lot		

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NET AMT

\*\*\* PLEASE CONTACT STEVEN CLARK WITH ANY CONTRACTUAL QUESTIONS AT 301-744-6789\*\*\*

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

SECTION F Deliveries or Performance

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	31-JUL-03	Lot	1.00	Dest.	
0002	31-JUL-03	Lot	1.00	Dest.	

## SECTION H Special Contract Requirements

### Instructions, Conditions, and Notice to Offeror's and Evaluation Factors for Award

#### THE OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

**GENERAL INFORMATION:** Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offer, the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The government will consider any failure on the part of the offeror to comply with both the letter and the spirit of these instructions to be an indication of the types of conduct it can expect during contract performance. Therefore, the Government encourages Offeror's to contact the Contracting Officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

Offeror's are required to follow these specific instructions in submitting their information. Failure to do so may result in the Offeror's submission being determined unacceptable and ineligible for award. Each Offeror's submission shall be screened by the Contracting Officer or a designee upon receipt to insure compliance with the instructions contained in the RFQ. Elimination of an offeror for failure to follow the specific instructions in the RFQ is at the sole discretion of the Contracting Officer.

Exceptions: Offeror's are not encouraged to take exceptions to this solicitation however, any exceptions taken to the specification, terms and conditions, or the solicitation in general shall be explained in detail and set forth in a cover letter. Offers are to detail the particular clause, paragraph, and page to which they are taking exception.

#### OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS:

Information shall be submitted in two separate volumes or folders as detailed below:

1. Technical Capability
2. Cost/Price

#### Volume I – Shall address factor 1 detailed below.

##### Factor 1. Technical Capability

- A. In order to be eligible for award, the contractor must have the following capabilities (subfactors A through E). Offeror shall provide enough information to the government to evaluate in order to affirmatively assess the Offeror's capabilities. Only the Offerors that meet the criteria below (subfactors A through E) will be eligible for award and further evaluated. Subfactors A-E are of equal importance.

##### Key Requirements (Mandatory)

- A. Trans-sonic velocity  $M = 1.20$ , Reynolds Number  $(Re) = 2.70e6$  (based on Dart length of 0.388 feet, standard sea-level day);
- B. Supersonic velocity  $M = 1.89$ ,  $Re = 4.25e6$  (based on Dart length of 0.388 feet, standard sea-level day);

- C. Equipment for Captive Trajectory Simulation;
- D. Equipment for digital data reporting;
- E. Equipment to record data on writable CD in +RW format

B. The following subfactors are not mandatory but highly desired

**Desired Requirements (Not Mandatory)**

- F. Trans-sonic test section large enough for 14-inch diameter model without blockage effects;
- G. Supersonic test section large enough for 5.25-inch diameter model without blockage effects.

**Volume II- Shall address factor 2 detailed below**

2. Cost/Price

The offeror shall provide an executed copy of the RFQ with all pricing appropriately filled-in and all representations/certifications completed.

**EVALUATION FACTORS FOR AWARD**

1. Since an Offeror must comply with the instructions contained in the Instructions to Offeror's it behooves an offeror to read carefully the instructions as the Contracting Officer may eliminate an Offeror from further consideration for failure to comply with the instructions. In deciding which of the Offeror's, complying with the instructions, is the best overall value the government will consider the following factors:

**A. Technical Capability**

**1. Mandatory Items**

- A. Trans-sonic velocity  $M = 1.20$ , Reynolds Number  $(Re) = 2.70e6$  (based on Dart length of 0.388 feet, standard sea-level day);
- B. Supersonic velocity  $M = 1.89$ ,  $Re = 4.25e6$  (based on Dart length of 0.388 feet, standard sea-level day);
- C. Equipment for Captive Trajectory Simulation;
- D. Equipment for digital data reporting;
- E. Equipment to record data on writable CD in +RW format

**2. Desired Items**

- F. Trans-sonic test section large enough for 14-inch diameter model without blockage effects.
- G. Supersonic test section large enough for 5.25-inch diameter model without blockage effects.

**II. Cost/Price**

- 1. Although cost/price is the least important factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the offers in relation to the other factors on which selection is to be made.
- 2. The government shall award a purchase order resulting from this solicitation to the responsible offeror whose submission, complying with the instructions and conforming to the solicitation, represents the best overall value on the basis of an integrated assessment of the evaluation factors for award. Once all evaluations are completed the government will make a series of comparisons among the Offeror's by comparing the past performance evaluation ratings and the proposed prices. From these comparisons the

government will determine the offeror who offers the best value to the government. This is a subjective evaluation process.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) 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.

**Once all evaluations are complete the corresponding scores shall be tabulated and placed in a chart as follows in this example:**

**\*\*\* (Note: This chart is only an example, DO NOT use to develop Pricing for this effort.) \*\*\***

Offeror	Factor 1 Sub-Factors A-E	Factor 1 Sub-Factors F-G	COST
A	MET	100	\$80,000.00
B	MET	0	\$70,000.00
C	DID NOT MEET	*	*
D	MET	50	\$90,000.00
E	MET	100	\$77,000.00

**\* Offeror did not meet mandatory requirements – was not further evaluated.**

Once this information is tabulated, offerors will be compared making value and price tradeoffs and award will be made to the offeror that represents the Best Value to the Government. If the offeror with the highest scores also represents the lowest price then that offeror is clearly the Best Value. If an offeror with higher scores has a higher price, then a determination must be made whether the difference in value is worth the higher price. In the example above, the government would most likely award to Offeror E.

## STATEMENT OF WORK

### Dart Dispense Project Wind Tunnel Tests of Three- and Four-Fin Dart/Penetrators

#### OBJECTIVE

The contractor will provide technical services to conduct Wind Tunnel tests of Three- and Four-finned projectiles called Darts or Penetrators, herein simply Darts, as called for in this Statement of Work (SOW).

## WIND TUNNEL TESTS (17 TESTS TOTAL)

Aerodynamic force and moment coefficients are to be measured and reported for two Dart configurations individually, and for one of the Dart configurations in close proximity to other Darts of the same configuration and a Dispenser. The data generated will be used by the Government to validate computer models that will be used to evaluate candidate Dart/Dispenser designs.

### **Part A- Characterizations of Solitary Darts (10 Tests)**

The Government seeks data on the aerodynamics of individual Darts. Figures 1 and 2 show the configuration of three-fin and a four-fin Darts, respectively. Three-fin basic Dart is 5.81-inch long by 0.44-inch diameter; four-fin basic Dart is 4.66-inch long by 0.38-inch diameter. For each of the two Darts at each of the test conditions specified (10 tests total), measure and record the following data on one solitary Dart:

- Drag Coefficient,  $C_x$ ,
- Side-force Coefficient,  $C_y$ ,
- Normal-force Coefficient,  $C_z$ ,
- Roll Moment Coefficient,  $C_l$ ,
- Pitch Moment Coefficient,  $C_m$ , and
- Yaw Moment Coefficient,  $C_n$ .

Sweep the Dart being tested through Angles-of-Attack (AoA) over the range specified. Conduct each sweep slowly enough to achieve quasi-steady-state conditions. Report data in increments of one (1) degree.

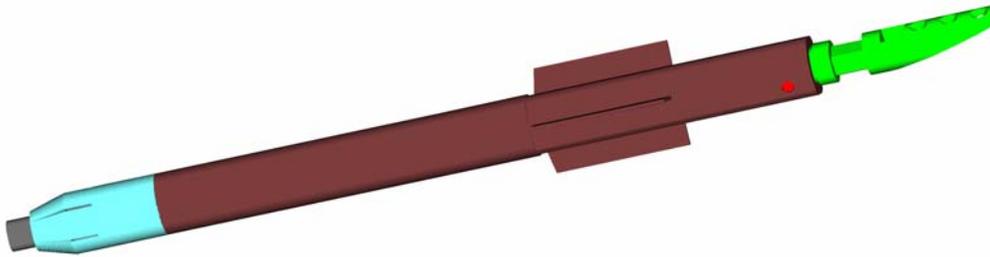
#### **(1) Three-Fin Dart (8 tests)**

Figure 1 - Three-Fin Dart, Forward-Fin Configuration, Four test conditions of Mach number,  $M$ , and Reynolds number,  $Re$  (based on Dart length); Two sweeps at each condition:

(a) Test Condition-  $M = 1.89$ ,  $Re = 5.25e6$

- i. Top fin vertical, AoA from  $-20^\circ$  through  $+20^\circ$ ;
- ii. Top fin at  $45^\circ$  roll angle from vertical, AoA from  $0^\circ$  through  $+20^\circ$ .

- (b) Test Condition-  $M = 1.20$ ,  $Re = 3.36e6$ 
  - i. Top fin vertical, AoA from  $-20^\circ$  through  $+20^\circ$ ;
  - ii. Top fin at  $45^\circ$  roll angle from vertical, AoA from  $0^\circ$  through  $+20^\circ$ .
- (c) Test Condition-  $M = 1.10$ ,  $Re = 3.07e6$ 
  - i. Top fin vertical, AoA from  $-20^\circ$  through  $+20^\circ$ ;
  - ii. Top fin at  $45^\circ$  roll angle from vertical, AoA from  $0^\circ$  through  $+20^\circ$ .
- (d) Test Condition-  $M = 0.90$ ,  $Re = 2.52 e6$ 
  - i. Top fin vertical, AoA from  $-20^\circ$  through  $+20^\circ$ ;
  - ii. Top fin at  $45^\circ$  roll angle from vertical, AoA from  $0^\circ$  through  $+20^\circ$ .

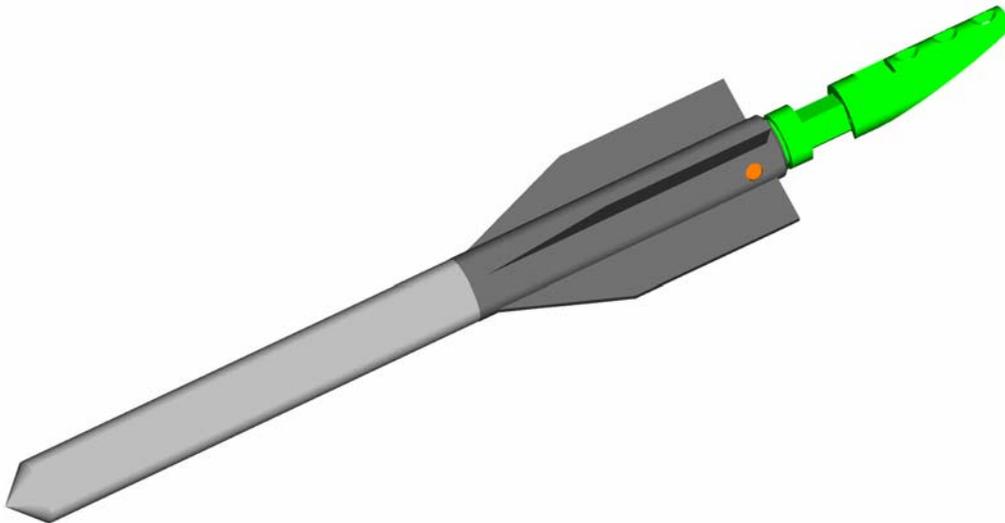


**Figure 1. Three-Fin Dart, Forward-Fin Configuration**

## 2) Four-Fin Dart (2 tests)

Figure 2- Four-Fin Ballistic Gun-Test Configuration, One test condition, Two sweeps:

- a) Test Condition-  $M = 1.89$ ,  $Re = 4.25e6$ 
  - i. Fins horizontal and vertical at  $0^\circ$  AoA; AoA from  $0^\circ$  through  $+7^\circ$ ;
  - ii. fFns  $45^\circ$  roll angle from horizontal at  $0^\circ$  AoA; AoA from  $0^\circ$  through  $+7^\circ$ .



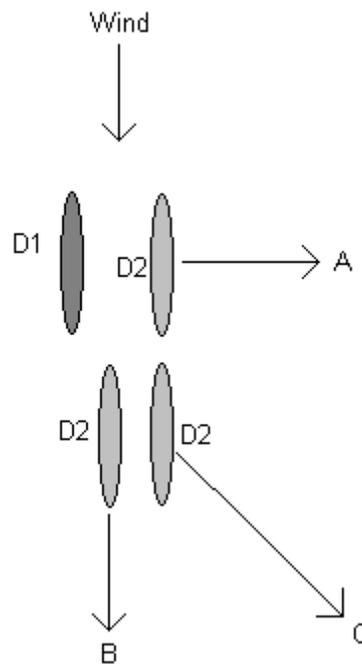
**Figure 2. Four-Fin Ballistic Gun Test Configuration**

## **Part B- Characterizations of Dart-Dart Interactions (4 Tests)**

The Government seeks data on interference effects between Darts within a given bundle, and on aerodynamic drafting between Darts in successive bundles. Figure 3 shows an arrangement for measuring forces on a single Dart, D2 that moves relative to another Dart position, D1, using a Captive Trajectory Simulator (CTS) system. For Dart-Dart interactions, D1 represents a solitary three-fin Dart, Figure 1; for Dart-Cluster interactions, D1 represents a three-Dart cluster of three-fin Darts, Figure 4. D1 is supported on a stationary blade mount at  $0^\circ$  AoA. D2 is a solitary Three-Fin Dart mounted on a CTS with its longitudinal axis parallel to that of D1. The CTS translates along a pre-programmed trajectory while taking data.

### **(1) Dart-Dart Interaction Tests (3 Tests)**

Figure 3 shows a solitary Three-Fin Dart D2 (Figure 1) starting from three different positions, and interacting with a stationary Three-Fin Dart D1 (Figure 1):



**Figure 3. Diagram of Setup for Dart-Dart Interaction Study**

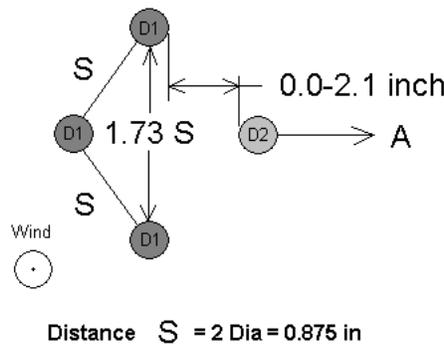
Maintaining D2 at  $0^\circ$  AoA with  $M = 1.20$ ,  $Re = 3.36e6$ , translate D2 in three trajectories (a-c below) from its initial position relative to D1 over the range specified to its final position. Measure and record specified interactive coefficients,  $(C)_I$ , on Dart D2 as it translates over the specified range. Conduct each sweep slowly enough to achieve quasi-steady-state conditions. Report Interactive Coefficients,  $(C)_I$ , in increments of 0.1 inches along sweep trajectory.

- a) Lateral Sweep Trajectory: Perpendicular to the axis of D1 in direction A, from the initial position of 0.44 inches between bodies, to a final position of 2.6 inches between bodies; measure and record  $(C_x)_I$ ,  $(C_y)_I$ ,  $(C_z)_I$ ,  $(C_l)_I$ ,  $(C_m)_I$ ,  $(C_n)_I$ .

- b) Longitudinal Sweep Trajectory: Parallel to the axis of D1 in direction B, from an initial position of 0.44 inches behind and as nearly co-axial with D1 as possible (small radial offset allowable for hardware clearance), to a final position 17.7 inches behind D1 with the same radial offset; measure and record  $(C_x)_I$ .
- c) Diagonal Sweep Trajectory: A diagonal path at  $7.25^\circ$  to the axis of D1 in direction C, from the initial position of 0.44 inches between bodies with the nose of D2 at 0.44 inches behind the tail of D1, to a final position of 2.1 inches between bodies with the nose of D2 at 17.6 inches behind the tail of D1; measure and record  $(C_x)_I$ ,  $(C_y)_I$ ,  $(C_z)_I$ ,  $(C_l)_I$ ,  $(C_m)_I$ ,  $(C_n)_I$ .

**(2) Dart-Cluster Interactions (1 Test)**

Figure 4 shows a solitary Three-fin Dart D2 (Figure 1) interacting with a stationary Three-Dart Cluster D1:



**Figure 4. Diagram of Setup for Three-Dart Cluster - Single Dart Interaction Study**

Maintaining D2 at  $0^\circ$  AoA with  $M = 1.89$ ,  $Re = 5.25e6$ , translate D2 in one trajectory (below), from its initial position relative to D1 over the range specified to its final position. Measure and record interactive coefficients  $(C_x)_I$ ,  $(C_y)_I$ ,  $(C_z)_I$ ,  $(C_l)_I$ ,  $(C_m)_I$ ,  $(C_n)_I$  on Dart D2 as it translates over the specified range. Conduct the sweep slowly enough to achieve quasi-steady-state conditions. Report coefficients at increments of 0.1 inches along sweep trajectory.

- a) Lateral Sweep Trajectory: Perpendicular to the axis of D1 in direction A, from the initial position of 0 inches between tangents to bodies, to a final position of 2.6 inches between tangents to bodies.

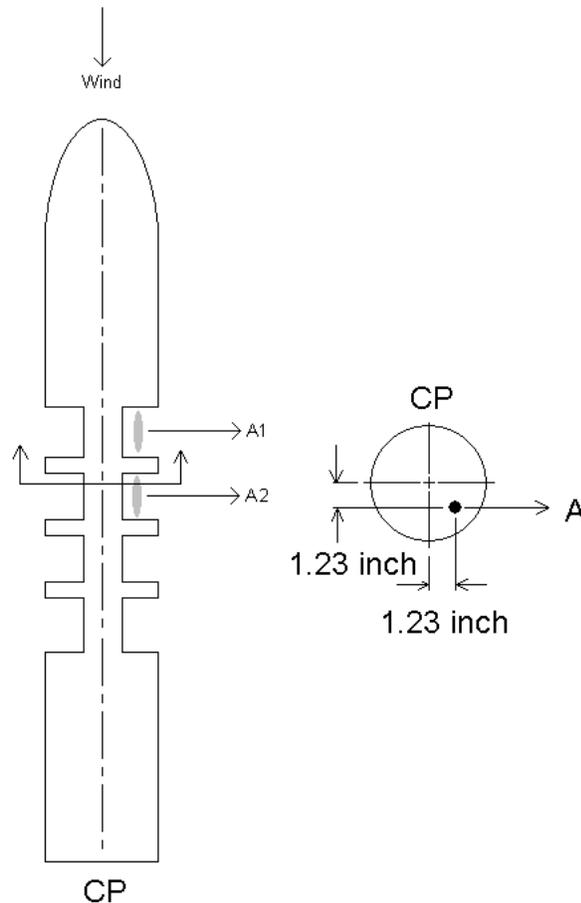
**Part C- Characterization of Dart-Dispenser Interactions (3 Tests)**

The Government seeks data on interference effects that two missile configurations would produce on the Dart.

**(1) Dart-Missile Body Interaction Tests (2 Tests)**

Figure 5 shows an arrangement for measuring forces on a Dart within the Mach cone of a stationary 5.25-inch diameter Missile Simulator Body (MSB). MSB is at  $0^\circ$  AoA on a stationary blade, mounted to minimize aerodynamic interference between mounting hardware and Dart. Three-Fin Dart (Fig 1) is mounted on a CTS parallel to the long axis of the MSB. Maintaining Dart at  $0^\circ$  AoA with  $M = 1.89$ ,  $Re = 5.25e6$ , translate Dart in two trajectories from a packed position inside the MSB along a tangential path out to the free stream, as it would during deployment. Conduct each sweep slowly enough to achieve quasi-

steady-state conditions. Measure and record  $(C_x)_I$ ,  $(C_y)_I$ ,  $(C_z)_I$ ,  $(C_l)_I$ ,  $(C_m)_I$ , and  $(C_n)_I$  at intervals of 0.1 inches along sweep trajectory.

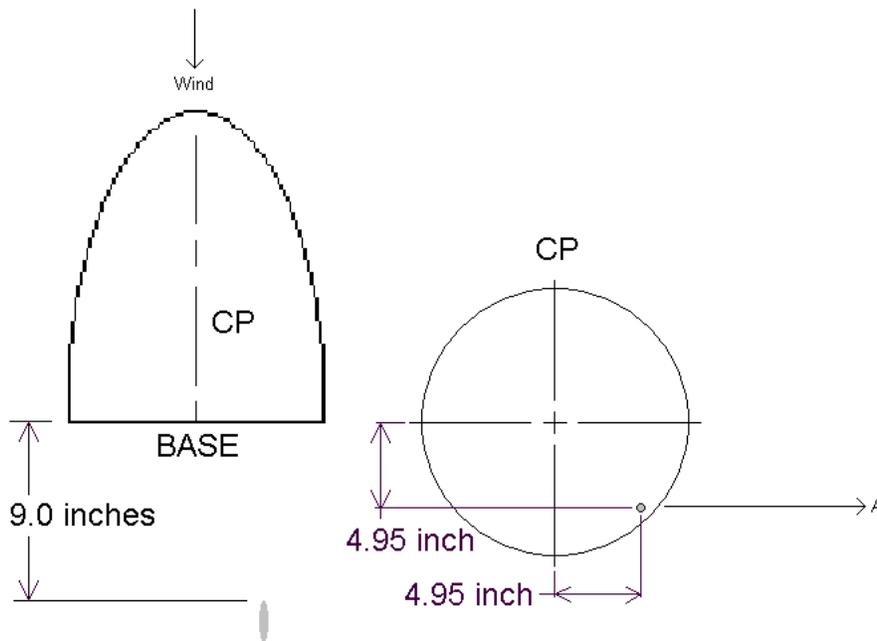


**Figure 5. Diagram of Setup for Dart Deployment Interaction Study**

- Lateral Sweep Trajectory A1: Perpendicular to the Center Plane (CP) of Missile Simulator Body, from the initial position in first bay of 0.88 inches from CP and 0.88 inches below Centerline, to a final position of 5.25 inches from CP;
- Lateral Sweep Trajectory A2: Perpendicular to the axis of Missile Simulator Body, from the initial position in the second bay of 0.88 inches from CP and 0.88 inches below Centerline, to a final position of 5.25 inches from CP.

## (2) Dart-Nose Shield Interaction Test (1 Test)

Figure 6 shows an arrangement for measuring forces on a Dart within the Mach cone of a 14.4-inch diameter Missile Nose Shield (MNS). MNS is at  $0^\circ$  AoA on a stationary blade, mounted to minimize aerodynamic interference between mounting hardware and Dart. Three-Fin Dart (Fig 1) is mounted on a CTS parallel to the long axis of the MSB. Maintaining Dart at  $0^\circ$  AoA with  $M=1.20$ ,  $Re = 3.36e6$ , translate Dart in one trajectory from a packed position behind the MNS along a tangential path out to the free stream, as it would during deployment. Conduct sweep slowly enough to achieve quasi-steady-state conditions. Measure and record  $(C_x)_I$ ,  $(C_y)_I$ ,  $(C_z)_I$ ,  $(C_l)_I$ ,  $(C_m)_I$ , and  $(C_n)_I$  at intervals of 0.1 inches along sweep trajectory.



**Figure 6. Diagram of Setup for Shielded Dart Interaction Study**

- a) Lateral Sweep Trajectory: Perpendicular to the Center Plane of Nose Shield in direction A, from the initial position on Center Plane, 7.0 inches below Centerline and 9.0 inches behind the Base Plane, to a final position of 28 inches from Center Plane.

## GENERAL REQUIREMENTS

### Government-Furnished Material (GFM)

The Government shall furnish all models, including Three-Fin Dart (Figure 1), Four-Fin Dart (Figure 2), Three-Dart Cluster (Figure 4), Missile Simulator Body (Figure 5), and Nose Shield (Figure 6).

- Three-Fin Dart is a cylinder 4.7 inches long by 0.44 inches diameter, having a blunted nose and three fins mounted 1.1 span lengths forward of the aft plane at 120° angles.
- Four-Fin Dart is a cylinder 4.7 inches long by 0.35 inches diameter, having a conical nose and four fins mounted flush with the aft plane at 90° angles.
- Three-Dart Cluster is a group of Three-Fin Darts joined by aerodynamically thin wedge plates.
- Missile Simulator Body is a 5.25-inch diameter spool having four open cavities, each about 4.7 inches long by 2 inches radial depth. A semi-ellipsoidal nose shape attaches to the front of the spool, and a cylindrical aft shell attaches to the rear of the spool.
- Nose Shield is a semi-ellipsoidal shell whose minor axis is 14.4 inches. The minor axis is the base diameter of the semi-ellipsoid.

Return all GFM Navy models, together with the six-component balance and all interface adaptors and fixtures

All GFM Navy models, together with the six-component balance and all interface adaptors and fixtures, shall be returned to the Government at the end of this effort. GFM shall be shipped to: Attention: Christopher Hovland, Code 4410, Building 301, Commander, Indian Head Division, Naval Surface Warfare Center, 101 Strauss Avenue, Indian Head, Maryland 20640-5035.

### **Contractor Responsibilities**

Contractor shall furnish facilities, equipment, and labor for all tests. Contractor shall supply any adaptors and fixtures necessary to mount models furnished by the Government for testing. Contractor shall establish a Global Co-ordinate System (GCS) for measurement of Test Model location, and record all sweep trajectories relative to that GCS.

### **PERIOD OF PERFORMANCE AND DELIVERABLES**

The period of performance for this effort shall be from date of contract award through 31 July 2003. By this date, the contractor is to have performed all services as delineated in this SOW and delivered the following to the Government.

1. Model installation photos and photos of each configuration as mounted in the tunnel, supplied as JPG files on CD-R compact disc.
2. Data on force and moment Coefficients that were measured and recorded relative to the GCS for seventeen (17) tests on GFM models as described under section headed WIND TUNNEL TESTS, to three significant figures with accuracy estimates, in both SI and English units; Coefficients in body axes reference system; digital format on CD-R compact disc.
3. Force and moment reference lengths and areas, and moment transfer distances, to three decimal places with accuracy estimates, in both SI and English units; digital format on CD-R compact disc.
4. Tunnel conditions for each data point, including temperature, static pressure and total pressure, to three significant figures with accuracy estimates, in both SI and English units; digital format on CD-R compact disc.
5. Final report detailing all efforts under this contact, complete with Run Log including times and dates showing work accomplished and plots of coefficient data as functions of D2 position relative to the GCS. The format and length of the report is at the contractor's discretion. The contract will provide the report as a Microsoft Word file on a CD-R compact disc.

Note: If more than one compact disc (CD) is needed, data for each individual run file shall be contiguous, i.e., shall not be split between two CDs.

The contractor shall ship all deliverable material to: Attention: Christopher Hovland, Code 4410, Building 301, Commander, Indian Head Division, Naval Surface Warfare Center, 101 Strauss Avenue, Indian Head, Maryland 20640-5035.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

IHD SAP 1 INVOICE MAILING INSTRUCTIONS

JAN 2003

CLAUSES INCORPORATED BY FULL TEXT

**IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000**

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<b><u>HOLIDAY</u></b>	<b><u>DATE OF OBSERVANCE</u></b>
New Year's Day	01 January (Tuesday)*
Martin Luther King's Birthday	21 January (Monday)*
President's Day	18 February (Monday)*
Memorial Day	28 May (Monday)*
Independence Day	4 July (Wednesday)*
Labor Day	3 September (Monday)*
Columbus Day	15 October (Monday)*
Veteran's Day	12 November (Monday)*
Thanksgiving Day	22 November (Thursday)*
Christmas Day	25 December (Tuesday)*

\* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

<b><u>AREA</u></b>	<b><u>FROM</u></b>	<b><u>TO</u></b>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this 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 requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment 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 the Federal Government.

(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-----

(End of provision)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (APR 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Feb 2002).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Dec 2001).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Sept 2002) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (May 2002) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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):

[Insert one or more Internet addresses]

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)

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

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

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

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

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

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

(4) (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 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 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 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, HUBZone 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.

(End of provision)

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 to 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.

(End of provision)

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

(End of provision)

#### 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

#### 52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not

delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

- (1)(i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

(End of clause)

52.247-55 F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)

(a) Unless otherwise specified in this solicitation, any Government property furnished to the Contractor for use within the United States (excluding Alaska and Hawaii) or Canada will be delivered by the Government at a point to be specified by the Contractor in the offer. Should the Government elect to make delivery by railroad, the f.o.b. point shall be private siding, Contractor's plant. If the Contractor's plant is not served by rail, the f.o.b. point shall be railroad cars in the same or nearest city having rail service. All line-haul transportation costs to the specified destination shall be borne by the Government. The Government may choose the mode of transportation and the carriers.

(b) If the destination of such Government-furnished property is a Contractor's plant located outside the 48 contiguous states, the District of Columbia or Canada, the f.o.b. point for Government delivery of Government-furnished property shall be a location in the United States (excluding Alaska and Hawaii) specified by the Contractor. If the Contractor fails to name a point, then the f.o.b. point shall be the port city in the United States nearest to the Government source of the Government-furnished property that has regular commercial water transportation services to the offshore port nearest Contractor's plant.

(c) Unless otherwise directed by the Contracting Officer or provided in the contract, the Contractor shall return all Government-furnished equipment, supplies, and property, including all property not returned in the form of acceptable end items, to the point at which the Government property was originally furnished to the Contractor under the contract. Notwithstanding the fact that the Government may have furnished the property at the Contractor's plant, the Contracting Officer may direct the Contractor to deliver the Government property being returned to, and load, block, and brace it in, railway cars in the city in which the Contractor's plant is located, or, if the Contractor's city is not served by rail service, in the nearest city having rail service. Unless otherwise specified in the contract, all property shall be packed in containers conforming with the rules of common carrier published tariffs so as to be free of penalty charges by the carrier designated for shipment by the Government.

(End of clause)

**5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)**

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract: \_\_\_

**IHD 126 - GOVERNMENT-FURNISHED PROPERTY (FEB 2000) (NAVSEA/IHD)**

- (a) The Government will furnish the following property to the Contractor for use in performance of this contract in accordance with the following schedule:
- (b) The property will be delivered at the Governments expense at or near **(The contractor is to insert the address, city or town and state in which the plant is located; and if rail transportation is specified in paragraph (a) above, the exact location of private siding or public team track at which rail shipments will be received, as well as the name of the railroad(s))**:
- (c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.
- (d) Within 30 days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the Contractor shall notify the Contracting Officer, in writing, thereof.

**PLEASE CONTACT STEVEN CLARK WITH ANY CONTRACTUAL QUESTIONS AT 301-744-6789**