

**INFORMATION TO OFFERORS OR QUOTERS  
SECTION A - COVER SHEET**

*Form Approved  
OMB No. 9000-0002  
Expires Oct 31, 2004*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware the notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.**

1. SOLICITATION NUMBER  <b>SPM4A8-08-R-0109</b>	2. (X one)	3. DATE/TIME RESPONSE DUE
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input type="checkbox"/> b. REQUEST FOR PROPOSAL(RFP)	
	<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	

**INSTRUCTIONS**

**Note:** The provision entitled "Required Central Contractor Registration" applies to most solicitations.

- If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7
- Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
- Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
- Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE (Complete mailing address, including Zip Code)  <b>DEFENSE SUPPLY CENTER RICHMOND AVIATION SUPPLY CHAIN 8000 JEFFERSON DAVIS HIGHWAY RICHMOND VA 23297-5770</b>	5. ITEMS TO BE PURCHASED (Brief description)  <b>GM10-11-353- SpecPurchase/New Item IST</b>
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6. PROCUREMENT INFORMATION (X and complete as applicable)	
<input checked="" type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

7. ADDITIONAL INFORMATION <b>DISREGARD DD FORM 1707 BLOCK 5, PAGE 3 ITEM DESCRIPTION AND PAGE 4 PARCEL POST ADDRESS. BY COMPLETING BLOCKS 16, 17, AND 18 OF SF 33 OFFERORS OR CONFIRMING THAT THE ENTIRE SOLICITATION PACKAGE HAS BEEN REVIEWED AND THAT ALL REQUIREMENTS FOR EACH PART HAVE BEEN MET. IF YOU HAVE QUESTIONS REGARDING THIS SOLICITATION CONTACT THE INDIVIDUAL</b>
--

8. POINT OF CONTACT FOR INFORMATION	
a. NAME (Last, First, Middle Initial) <b>Eliza Miller, PARPB04</b>	b. ADDRESS (Include Zip Code) <b>DEFENSE SUPPLY CENTER RICHMOND AVIATION SUPPLY CHAIN 8000 JEFFERSON DAVIS HIGHWAY RICHMOND VA 23297-5770</b>
c. TELEPHONE NUMBER (Include Area Code and Extension) <b>(804) 279-6423</b>	d. E-MAIL ADDRESS <b>Eliza.Miller@dla.mil</b>

9. REASONS FOR NO RESPONSE (X all that apply)	
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/> e. OTHER (Specify)
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	

10. MAILING LIST INFORMATION (X one) WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.
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11a. COMPANY NAME	b. ADDRESS (Include Zip Code)
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c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) DATE SIGNED (yyyymmdd)

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ->		RATING <b>DOB9</b>	PAGE OF PAGES <b>1 14</b>
2. CONTRACT NO.	3. SOLICITATION NO. <b>SPM4A8-08-R-0109</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>2008 AUG 22</b>	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY <b>DEFENSE SUPPLY CENTER RICHMOND AVIATION SUPPLY CHAIN 8000 JEFFERSON DAVIS HIGHWAY RICHMOND VA 23297-5770</b>		CODE <b>SPM4A1</b>	8. ADDRESS OFFER TO (If other than Item 7) <b>DEFENSE SUPPLY CENTER RICHMOND AVIATION SUPPLY CHAIN 8000 JEFFERSON DAVIS HIGHWAY RICHMOND VA 23297-5770</b>		

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

**SOLICITATION**

9. Scaled offers in original and no 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 Reception Area (Bldg. 33) until            local time **2008 SEP 30**  
(Hour) (Date)

FAX Number(s): (804)279-4165

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1.  
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ->	A. NAME <b>Eliza Miller, PARPB04</b>
	B. PHONE / FAX (NO COLLECT CALLS) <b>(804) 279-6423 / FAX: (804)279-5948</b>
C. E-MAIL ADDRESS <b>Eliza.Miller@dla.mil</b>	

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/CONTRACT FORM	<b>1</b>	X	I	CONTRACT CLAUSES	<b>7</b>
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	<b>3</b>	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING	<b>5</b>	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	<b>6</b>	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	<b>12</b>
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X	H	SPECIAL CONTRACT REQUIREMENTS	<b>7</b>				

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within            calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
15D. FAX NO.	15E. E-MAIL ADDRESS			

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ->	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

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

FOLD

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FOLD

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FROM

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER <b>SPM4A8-08-R-0109</b>	
DATE (YYMMDD) <b>2008 SEP 30</b>	LOCAL TIME

TO **DEFENSE SUPPLY CENTER RICHMOND  
AVIATION SUPPLY CHAIN  
8000 JEFFERSON DAVIS HIGHWAY  
RICHMOND VA 23297-5770**

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CITED IN BLOCK 10 OF THE SF 33.

BLOCK 2 OF DD FORM 1707 ADD [X] b. REQUEST FOR PROPOSAL (RFP).

DEFENSE SUPPLY CENTER RICHMOND  
ATTN: ELIZA MILLER/DSCR-FAPBA  
BLDG 54, NORTH TOWER 2ND FL  
8000 JEFFERSON DAVIS HWY  
RICHMOND, VA 23297-5770

## SECTION B

PR

CAGE/PN GM101 1353

CAGE SDC NAME - ADDRESS  
GM101 A

ITEM DESCRIPTION:

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001		0001	1	EA	\$ _____	\$ _____

EXCEPTION DATA:

QTY VARIANCE: PLUS See Clause MINUS See Clause  
INSP/ACCEP POINT: See Clause

PREP FOR DELIVERY

PKGING DATA - QUP:  
SHALL BE PACKAGED STANDARD COMMERCIAL IN ACCORDANCE WITH  
ASTM D 3951

CONTINUED ON NEXT PAGE

SECTION B

PARCEL POST ADDRESS:

000000  
AIRFORCE SERVICES AGENCY  
10100 REUNION PLACE  
10100 REUNION PLACE  
SAN ANTONIO TX TX 78216-4138  
US

FREIGHT SHIPPING ADDRESS:

CONTACT TRANS OFF AT ADMIN OFF PRIOR TO SHIPMENT

M/F: (TCN) XXX  
PROJ TP  
SUP ADD SIG A

ADDED MARKING FOR FREIGHT SHIPPING ADDRESS:

000000

FOR GOVERNMENT USE ONLY: IPD  
DIC A02 DIST ADV FC

\* \* \* \* \*

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## SECTION D

D11B03 252.211-7006 RADIO FREQUENCY IDENTIFICATION  
(FEB 2007) DFARS

(a) Definitions. As used in this clause-  
'Advance shipment notice' means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

'Bulk commodities' means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

'Case' means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

'Electronic Product Code: (EPC)' means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

'EPCglobal:' means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

'Exterior container' means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

'Palletized unit load' means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

'Passive RFID tag' means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

- (1) Until February 28, 2007, the acceptable tags are-
  - (i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and
  - (ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.

(2) Beginning March 1, 2007, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after February 28, 2007.

'Radio Frequency Identification (RFID)' means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

'Shipping container' means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that-

- (1) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management

Regulation, AP1.1.11:

(A) Subclass of Class I - Packaged operational rations.  
(B) Class II - Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class III - Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV - Construction and barrier materials.

(E) Class VI - Personal demand items (non-military sales items).

(F) Subclass of Class VIII - Medical materials (excluding pharmaceuticals, biologicals, and reagents - suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX - Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to any of the following locations:

(A) Defense Distribution Depot, Susquehanna, PA:

DoDAAC W25G1U or SW3124.

(B) Defense Distribution Depot, San Joaquin, CA:

DoDAAC W62G2T or SW3224.

(C) Defense Distribution Depot, Albany, GA:

DoDAAC SW3121.

(D) Defense Distribution Depot, Anniston, AL:

DoDAAC W31G1Z or SW3120.

(E) Defense Distribution Depot, Barstow, CA:

DoDAAC SW3215.

(F) Defense Distribution Depot, Cherry Point, NC:

DoDAAC SW3113.

(G) Defense Distribution Depot, Columbus, OH:

DoDAAC SW0700.

(H) Defense Distribution Depot, Corpus Christi, TX:

DoDAAC W45H08 or SW3222.

(I) Defense Distribution Depot, Hill, UT:

DoDAAC SW3210.

(J) Defense Distribution Depot, Jacksonville, FL:

DoDAAC SW3122.

(K) Defense Distribution Depot, Oklahoma City, OK:

DoDAAC SW3211.

(L) Defense Distribution Depot, Norfolk, VA:

DoDAAC SW3117.

(M) Defense Distribution Depot, Puget Sound, WA:

DoDAAC SW3216.

(N) Defense Distribution Depot, Red River, TX:

DoDAAC W45G19 or SW3227.

(O) Defense Distribution Depot, Richmond, VA:

DoDAAC SW0400.

(P) Defense Distribution Depot, San Diego, CA:

DoDAAC SW3218.

(Q) Defense Distribution Depot, Tobyhanna, PA:

DoDAAC W25G1W or SW3114.

(R) Defense Distribution Depot, Warner Robins, GA:

DoDAAC SW3119.

(S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC:

Air Terminal Identifier Code CHS.

(T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA:

Air Terminal Identifier Code NGU.

(U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA:

Air Terminal Identifier Code SUU.

(V) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1.

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall-

(1) Ensure that the data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC: Tag Data Standards in effect at the time of contract award. The EPC: Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal: subscriber and possesses a unique EPC: company prefix, the Contractor may use any of the identity types and encoding instructions described in the most recent EPC: Tag Data Standards document to encode tags.

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(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at [http://www.acq.osd.mil/log/rfid/tag\\_data.htm](http://www.acq.osd.mil/log/rfid/tag_data.htm). If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.

(e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at [http://www.acq.osd.mil/log/rfid/advance\\_shipment\\_ntc.htm](http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm).

D11C02 52.211-9010 SHIPPING LABEL REQUIREMENTS - MIL-STD-129P (MAY 2006) DLAD

D11C03 52.211-9010 SHIPPING LABEL REQUIREMENTS - MIL-STD-129P (MAY 2006) ALT I (AUG 2005)

D11C08 52.211-9033 PACKAGING AND MARKING REQUIREMENTS (APR 2008) DLAD

D11F39 52.211-9G73 PACKAGING AND MARKING REQUIREMENTS (MAR 2004) DSCR

(a) Unless stated otherwise, commercial packaging in accordance with ASTM-D-3951 is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military Air.

(b) Higher level packaging in accordance with MIL-STD-2073 is mandatory for all shipments that meet the below criteria:

Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.

OCONUS shipments  
FMS shipments  
Hazardous material, as cited in the AID or in the Quality Requirements Matrix.

(c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System. DLAI 4145.3 is available on the internet at: [www.dscc.dla.mil/downloads/packaging/dlai4145\\_3.pdf](http://www.dscc.dla.mil/downloads/packaging/dlai4145_3.pdf).

(d) All items shall be marked in accordance with MIL-STD-129. Hazardous items and shelf life items, as cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129 and the appropriate clauses cited in the appendix to the matrix and the contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.

(e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed appropriate.

NOTE: Applicable to negotiated solicitations. Offers that do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically unacceptable.

D47C01 52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD

(a) THIS CLAUSE ONLY APPLIES WHEN WOOD PACKAGING MATERIAL (WPM) WILL BE USED TO MAKE SHIPMENTS UNDER THIS CONTRACT AND/OR WHEN WPM IS BEING ACQUIRED UNDER THIS CONTRACT.

(b) Definition.

Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).

(c) All Wood Packaging Material (WPM) used to make shipments under DOD contracts and/or acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, 'Guidelines for Regulating Wood Packaging Materials in International Trade.' DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.

(1) All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see <http://www.alsc.org/>).

(2) All WPM shall include certification/quality markings in accordance with the ALSC standard. Markings shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ASLC approved DUNNAGE stamp.

(d) Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government.

SECTION E

E46A02 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996) FAR

E46A18 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR

E46B01 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS

E46F33 52.246-9G16 INSPECTION AND ACCEPTANCE POINT (FEB 1996) DSCR

Inspection point: [ ] Destination [X] Origin

Acceptance point: [X] Destination [ ] Origin

[ ] Inspection and Acceptance will take place at:

Origin - First Shipment Only  
Destination - Subsequent Shipments

SECTION F

F11A07 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR

F11F50 52.211-9G61 PERFORMANCE TIME/TRAINING FSG 34 IPE (FEB 1996) DSCR

Training shall be completed within 10 calendar days after machine acceptance.

F11F52 52.211-9G64 TIME OF DELIVERY/PERFORMANCE - FSG 34 IPE (JAN 1998) DSCR

(a) Delivery is required to be made to permit performance in accordance with the following schedule:

ITEM NO. QUANTITY FOB DESTINATION

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- \*( ) (Vendor Fill-in) No;
- (vii) Number of containers per pallet/skid \_\_\_\_\_  
(Vendor Fill-in);
- (viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_  
Fill-in)Lbs;  
(Vendor
- (ix) Size of pallet/skid and content \_\_\_\_\_ Lbs Cube  
(Vendor Fill-in);
- (x) Number of containers or pallets/skids per railcar \_\_\_\_\_  
(Vendor Fill-in) \*  
Size of railcar \_\_\_\_\_  
(Vendor Fill-in)  
Type of railcar \_\_\_\_\_  
(Vendor Fill-in)
- (xi) Number of containers or pallets/skids per trailer \_\_\_\_\_  
(Vendor Fill-in)\*  
Size of trailer \_\_\_\_\_ Ft  
(Vendor Fill-in)  
Type of trailer \_\_\_\_\_  
(Vendor Fill-in)

\* Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation ;
- (ii) Tender/Tariff ;
- (iii) Item .

SECTION H

H37F31 52.237-9G06 ENTRY CLEARANCE  
(JAN 1996) DSCR

An entry clearance is required for personnel entering the Government installation where the equipment is located.

H46C01 52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (APR 2008) DLAD

H46F31 52.246-9G18 GOVERNMENT LOSS OR DAMAGE  
(JAN 1996) DSCR

H46F34 52.246-9G29 STATEMENT OF COMPLIANCE - IPE  
(SEP 1996) DSCR

Upon completion of the contract item(s), the contractor shall prepare and deliver to the Contracting Officer the statement set forth below:

AS REFLECTED BY MY SIGNATURE, I AM STATING ALL MANDATORY REPLACEMENT ITEMS SPECIFIED IN SECTION C OF THE CONTRACT HAVE, IN FACT, BEEN REPLACED.

SPECIFIC ITEMS REPLACED: (LIST ITEMS)

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TYPED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

SECTION I

I02A01 52.202-1 DEFINITIONS (JUL 2004) FAR

I03A01 52.203-3 GRATUITIES (APR 1984) FAR

I03A02 52.203-5 COVENANT AGAINST CONTINGENT FEES  
(APR 1984) FAR

I03A03 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) FAR

CONTINUED ON NEXT PAGE

(1) Period of Performance: The Contractor will be required to commence work under this contract after

The Contractor shall prosecute said work diligently and complete the project including all required testing not later than . Installation, testing on site, final clean-up of premises, and training, when specified in the schedule, shall also be completed by this date.

(2) Time of Performance: Unless otherwise requested by the Contractor and approved by the Contracting Officer in writing, any work performed under this contract at the site shall be during the following hours (local time), except holidays:

MONDAY THROUGH FRIDAY

HOURS:

(b) Attention is directed to Provision 52.215-1 (Section L) which provides that a written award mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, in computing the available time for performance, the offeror should take into consideration the time required for notice of award to arrive through the ordinary mails.

F42A02 52.242-15 STOP-WORK ORDER (AUG 1989) FAR

F42A05 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR

F42C01 52.242-9001 NOTIFICATION OF SHIPMENT (AUG 2007) DLAD

F47A10 52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984) FAR

F47A12 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (DEC 1989) FAR

(1) To be completed by the offeror:

(i) Type of container:

- Wood Box ( ) (Vendor Fill-in),
- Fiber Box ( ) (Vendor Fill-in),
- Barrel ( ) (Vendor Fill-in),
- Reel ( ) (Vendor Fill-in),
- Drum ( ) (Vendor Fill-in),
- Other (specify)

\_\_\_\_\_  
(Vendor Fill-in)

\_\_\_\_\_  
(Vendor Fill-in)

(ii) Shipping configuration:

- Knocked-down ( ) (Vendor Fill-in),
- Set-up ( ) (Vendor Fill-in),
- Nested ( ) (Vendor Fill-in),
- Other (specify)

\_\_\_\_\_  
(Vendor Fill-in)

\_\_\_\_\_  
(Vendor Fill-in)

(iii) Size of container:

' x ' x ' = \_\_\_\_\_ (Width)  
(Length) (Vendor Fill-in) x

(Vendor Fill-in) x \_\_\_\_\_ (Height) (Vendor Fill-in) = \_\_\_\_\_ (Cubic Ft.) (Vendor Fill-in)

(iv) Number of items per container \_\_\_ each (Vendor Fill-in)

(v) Gross weight of container and contents \_\_\_ Lbs (Vendor Fill-in);

(Vendor Fill-in);

(Vendor Fill-in);

(vi) Palletized/skidded \*( ) (Vendor Fill-in) Yes

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I03A05 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995) FAR

I03A06 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR

I03A07 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR

I03A08 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007) FAR

I03B01 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2004) DFARS

I04A04 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000) FAR

I04A05 52.204-7 CENTRAL CONTRACT REGISTRATION (APR 2008) FAR

I04B03 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

I04B04 252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007) DFARS

I09A08 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006) FAR

I09B02 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006) DFARS

I11A01 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

I11B01 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS

SPI Process: \_\_\_\_\_ (Vendor Fill-in)

Facility: \_\_\_\_\_ (Vendor Fill-in)

Military or Federal Specification or Standard: \_\_\_\_\_ (Vendor Fill-in)

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_ (Vendor Fill-in)

I11C01 52.211-9000 GOVERNMENT SURPLUS MATERIAL (APR 2002) DLAD

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(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

( ) Yes ( ) No (Vendor Fill-in). The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.).

( ) Yes ( ) No (Vendor Fill-in). The material conforms to the revision letter/number, if any is cited.

( ) Yes ( ) No ( ) Unknown (Vendor Fill-in) If no, the revision offered does not affect form, fit, function, or interface. ( ) Yes ( ) No ( ) Unknown.

The material was manufactured by: \_\_\_\_\_ Name: \_\_\_\_\_ (Vendor Fill-in)

Address: \_\_\_\_\_ (Vendor Fill-in)

City/State/Zip. \_\_\_\_\_ (Vendor Fill-in)

(2) The Offeror currently possesses the material. ( ) Yes ( ) No. If no, the Offeror must attach or forward to the Contracting

Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source. ( ) Yes ( ) No. If yes, provide the information below:

Government Selling Agency: \_\_\_\_\_ (Vendor fill-in)

Contract Number: \_\_\_\_\_ (Vendor Fill-in)

Contract Date (Month/Year): \_\_\_\_\_ (Vendor Fill-in)

Other Source: \_\_\_\_\_ (Vendor Fill-in)

Address: \_\_\_\_\_ (Vendor Fill-in)

Date Acquired (Month/Year): \_\_\_\_\_ (Vendor Fill-in)

(3) The material has been altered or modified. ( ) Yes ( ) No (Vendor Fill-in)

If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. ( ) Yes ( ) No. (Vendor Fill-in).

If yes, (i) the price offered includes the cost of reconditioning/refurbishment. ( ) Yes ( ) No (Vendor Fill-in); and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard.

The material contains cure-dated components ( ) Yes ( ) No (Vendor Fill-in).

If yes, the price includes replacement of cure-dated components. ( ) Yes ( ) No (Vendor Fill-in)

(5) The material has data plates attached. ( ) Yes ( ) No (Vendor Fill-in).

If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. ( ) Yes ( ) No (Vendor Fill-in).

If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.

Contract Number: \_\_\_\_\_ (Vendor Fill-in)

NSN: \_\_\_\_\_ (Vendor Fill-in)

Cage Code: \_\_\_\_\_ (Vendor Fill-in)

Part Number: \_\_\_\_\_ (Vendor Fill-in)

Other Markings/Data: \_\_\_\_\_ (Vendor Fill-in)

(7) The Offeror has supplied this same material (National

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Stock Number) to the Government before. ( ) Yes ( ) No (Vendor Fill-in).  
If yes, (i) the material being offered is from the same original Government contract number as that provided previously. ( ) Yes ( ) No; and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency/Contract Number:

(Vendor Fill-in)

(8) The material is manufactured in accordance with a specification or drawing. ( ) Yes ( ) No.  
If yes, (i) the specification/drawing is in the possession of the Offeror. ( ) Yes ( ) No (Vendor Fill-in); and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. ( ) Yes ( ) No (Vendor Fill-in)

Specification/Drawing Number:

(Vendor Fill-in)

Revision (if any):

(Vendor Fill-in)

Date:

(Vendor Fill-in)

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. ( ) Yes ( ) No.  
If yes, (i) Material has been re-preserved ( ) Yes ( ) No (Vendor Fill-in);  
(ii) Material has been repackaged ( ) Yes ( ) No (Vendor Fill-in);  
(iii) Percentage of material that has been inspected is % (Vendor Fill-in) and/or number of items inspected is (Vendor Fill-in); and  
(iv) a written report was prepared. ( ) Yes ( ) No (Vendor Fill-in).  
If yes, the Offeror has attached it or forwarded it to the Contracting Officer. ( ) Yes ( ) No (Vendor Fill-in)

(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

( ) (Vendor Fill-in) For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.

( ) (Vendor Fill-in) For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

( ) (Vendor Fill-in) For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.

( ) (Vendor Fill-in) For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.

( ) (Vendor Fill-in) When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. ( ) Yes ( ) No.

( ) (Vendor Fill-in) When none of the above are available, other information to demonstrate that the offered

material was previously owned by the Government. Describe and/or attach.

(Vendor Fill-in)

(Vendor Fill-in)

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

I11C02 52.211-9002 PRIORITY RATING (MAR 2000) DLAD

I15A01 52.215-2 AUDIT AND RECORDS NEGOTIATION (JUN 1999) FAR

I15A05 52.215-8 ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT (OCT 1997) FAR

I15A10 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997) FAR

I15C02 52.215-9013 PRODUCTION FACILITY CHANGES (MAR 2008) DLAD

I19A10 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004) FAR

I19A31 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007) FAR

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

The Contractor represents that it ( ) is ( ) is not a small business concern under NAICS Code assigned to contract number Contractor to sign and date and insert authorized signer's name and title:  
Signature: \_\_\_\_\_

(Vendor Fill-in)

Date: \_\_\_\_\_

(Vendor Fill-in)

Title: \_\_\_\_\_

(Vendor Fill-in)

I22A15 52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2008) FAR

I22A16 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996) FAR

I22A17 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) FAR

I22A18 52.222-26 EQUAL OPPORTUNITY (MAR 2007) FAR

I22A22 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

I22A24 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) FAR

I22A26 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006) FAR

I22A34 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) FAR

I22A35 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007) FAR

I23A04 52.223-6 DRUG-FREE WORKPLACE (MAY 2001) FAR

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I25A04 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) FAR

I25B06 252.225-7013 DUTY-FREE ENTRY (OCT 2006) DFARS

I25B08 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS ALT I (DEVIATION 2008-00002) JAN 2008 DFARS

- (a) Definitions. As used in this clause-
- (1) 'Assembly' means an item forming a portion of a system or subsystem that can be provisioned and replaced as an entity and which incorporates multiple, replaceable parts.
  - (2) 'Commercial derivative military article' means an item procured by the Department of Defense that is or will be produced using the same production facilities, a common supply chain, and the same or similar production processes that are used for the production of articles predominantly used by the general public or by nongovernmental entities for purposes other than governmental purposes.
  - (3) 'Commercially available off-the-shelf item'-
    - (i) Means any item of supply that is-
      - (A) A commercial item;
      - (B) Sold in substantial quantities in the commercial marketplace; and
      - (C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
    - (ii) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App 1702), such as agricultural products and petroleum products.
  - (4) 'Component' means any item supplied to the Government as part of an end item or of another component.
  - (5) 'Electronic component' means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections of electrical devices such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits.
  - (6) 'End item' means the final production product when assembled or completed, and ready for issue, delivery, or deployment.
  - (7) 'Produce' means the application of forces or processes to a specialty metal to create desired physical properties through quenching or tempering of steel plate, or gas atomization or sputtering of titanium.'
  - (8) 'Qualifying country' means any country listed in subsection 225.872-1(a) or (b) of the Defense Federal Acquisition Regulation Supplement (DFARS).
  - (9) 'Required form' means in the form of mill product, such as bar, billet, wire, slab, plate or sheet, and in the grade appropriate for the production of-
    - (i) A finished end item delivered to the Department of Defense; or
    - (ii) A finished component assembled into an end item delivered to the Department of Defense.
  - (10) 'Specialty metal' means-
    - (i) Steel-
      - (A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or
      - (B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;
    - (ii) Metal alloys consisting of-
      - (A) Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or
      - (B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;
    - (iii) Titanium and titanium alloys; or
    - (iv) Zirconium and zirconium alloys.
  - (11) 'Subsystem' means a functional grouping of items that combine to perform a major function within an end item, such as electrical power, attitude control, and propulsion.
  - (b) Except as provided in paragraph (c) of this clause, any specialty metals incorporated in items delivered under this contract shall be melted or produced in the United States, its outlying areas, or a qualifying country, except for-
    - (1) Electronic components;
    - (2) (i) Commercially available off-the-shelf (COTS) items; other than-
      - (A) COTS fasteners, unless such fasteners are incorporated into COTS end items, subsystems, assemblies, or components.
      - (B) Forgings or castings of specialty metals, unless such forgings or castings are incorporated into COTS end items, subsystems, or assemblies.
    - (C) Commercially available high performance magnets, unless such high performance magnets are incorporated into COTS end items or subsystems;
    - (iii) A COTS item is considered to be 'offered without

- modification' as long as it is not modified prior to contractual acceptance by the next higher tier in the supply chain.
- (A) Specialty metals contained in a COTS item that was accepted without modification by the next higher tier are excepted and remain excepted even if a piece of the COTS item subsequently is removed (e.g., the end is removed from a COTS screw or an extra hole is drilled in a COTS bracket).
  - (B) For specialty metals that were not contained in a COTS item upon acceptance, but are added to the COTS item after acceptance, the added specialty metals are subject to the restrictions (e.g., a special reinforced handle made of specialty metal that is added to a COTS item).
  - (C) If two or more COTS items are combined in such a way that the resultant item is not a COTS item, only the specialty metals involved in joining the COTS items together are subject to the restrictions (e.g., a COTS aircraft is outfitted with a COTS engine, but not the COTS engine normally provided with that aircraft.)
  - (D) For COTS items that are normally sold in the commercial marketplace with various options, items that include such options are also COTS items. However, if a COTS item is offered to the Government with an option that is not normally offered in the commercial marketplace, that option is subject to the specialty metals restrictions. (e.g., An aircraft is normally sold to the public with an option for several different radios. DoD requests a military-unique radio. The aircraft is still a COTS item, but the military-unique radio is not a COTS item, and must comply with the specialty metals restrictions, unless another exception applies.
  - (3) Fasteners that are commercial items that are purchased under a contract or subcontract with a manufacturer of such fasteners, if the manufacturer has certified that it will purchase, during the relevant calendar year, an amount of domestically melted specialty metal, in the required form, for use in the production of fasteners for sale to the Department of Defense and other customers, that is not less than 50% of the total amount of the specialty metal that it will purchase to carry out the production of such fasteners for all customers.
  - (4) Items manufactured in a qualifying country;
  - (5) Items for which the Government has determined in accordance with 225.700X-3 of Class Deviation 2008-00002 that specialty metal melted or produced in the United States cannot be acquired as and when needed in-
    - (i) A satisfactory quality;
    - (ii) A sufficient quantity; and
    - (iii) The required form.
  - (6) Specialty metals, other than specialty metals in high performance magnets, that do not meet any of the exceptions in paragraphs (b)(1) through (5) of this clause, if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of specialty metals in the item, as estimated in good faith by the Contractor.
  - (c)(1) Streamlined compliance for commercial derivative military articles. As an alternative to the compliance required in paragraph (b) of this clause, the Contractor may purchase an amount of domestically melted specialty metals in the required form, for use during the period of contract performance in the production of the commercial derivative military article and the related commercial article, in the amount determined in accordance with paragraph (c)(2) of this clause, if-
    - (i) This is an acquisition of commercial derivative military articles; and
    - (ii) The Contractor has certified in its offer in accordance with paragraph (c)(2) of this clause.
  - (2) Certification for streamlined compliance for commercial derivative military articles (to be submitted with offer when applicable). The offeror o certifies o does not certify that prior to award it will have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form for use during the period of contract performance in the production of the commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of-
    - (i) An amount equivalent to 120% of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or
    - (ii) An amount equivalent to 50% of the amount of specialty metal that is purchased by the contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.
  - (3) For the purposes of the certification in paragraph (c)(2) of this clause, the amount of specialty metal that is required to carry out the production of the commercial

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derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military article.  
(d) Unless the Contractor has certified in accordance with paragraph (c), the Contractor shall insert the substance of this clause, excluding paragraph (c) but including this paragraph (d), in all subcontracts for articles containing specialty metals.

which a contracting officer must issue a final decision on a claim filed pursuant to the CDA, as expressed in FAR Clause 52.233-1, Disputes, paragraph (e). If mediation is unsuccessful, the parties retain their existing rights under the CDA. (99140)

I25B13 252.225-7021 TRADE AGREEMENTS (MAR 2007) DFARS

I39C01 52.239-9000 Y2K COMPLIANCE NOTICE (JUN 2002) DLAD

I42A08 52.242-13 BANKRUPTCY (JUL 1995) FAR

I43A01 52.243-1 CHANGES -- FIXED PRICE (AUG 1987) FAR

I25B28 252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997) DFARS

I43B01 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS

I43B02 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998) DFARS

I27A01 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) FAR

I44A05 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007) FAR

I27A04 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) FAR

I44B01 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JAN 2007) DFARS

I29A02 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003) FAR

I46A17 52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR

I31B01 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS

I46B05 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2007) DFARS

I32A01 52.232-1 PAYMENTS (APR 1984) FAR

I46F35 52.246-9G28 WARRANTY OF SUPPLIES OF A COMPLEX NATURE - IPE (MAY 2001) DSCR

I32A06 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

I32A08 52.232-11 EXTRAS (APR 1984) FAR

I48A01 52.248-1 VALUE ENGINEERING (FEB 2000) FAR

I32A13 52.232-17 INTEREST (JUN 1996) FAR

I32A19 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) FAR

I49A03 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) FAR

I32A22 52.232-25 PROMPT PAYMENT (OCT 2003) FAR

I32A28 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003) FAR

I49A15 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR

I32B02 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008) DFARS

I49C01 52.249-9000 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (MAY 1988) DLAD

I32B10 252.232-7010 LEVIES ON CONTRACT PAYMENTS DFARS (DEC 2006)

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled 'Default,' and the supplies or services covered by the contract so terminated

I33A01 52.233-1 DISPUTES (JUL 2002) FAR

are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the 'Default' clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$ as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

I33A03 52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

I33A05 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT (OCT 2004) FAR

I52A01 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

I33C01 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DLAD

(c) If you wish to opt out of this clause, check here ( ) (Vendor Fill-in).

I33F01 33-1A-9G DSCR NOTE TO 52.233-1 DISPUTES (JUL 2002) DSCR

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: <http://acquisition.gov/comp/far/loadmainre.html>

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

DLAD: <http://www.dla.mil/j-3/j-3311/DLAD/DLADrev5.htm>

I52A02 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter1) clause with an

CONTINUED ON NEXT PAGE

DSCR NOTE:

DSCR has in place a process to mediate two types of contract disputes: (1) contract claims filed pursuant to the Contract Disputes Act of 1978, as amended, 41 U.S.C. 601-613, (CDA), prior to issuance of a final decision by the contracting officer, that arise as a result of either a contractor or government claim, except for proposed Terminations for Default, and (2) other contract disputes, resulting from an issue in controversy, that the contracting officer determines suitable for mediation. Mediation involves a neutral, called a mediator, who assists both parties as they try to resolve their dispute voluntarily and produce a solution that is acceptable and beneficial to both. After unassisted negotiations over an issue in controversy have proven ineffective in either situation, the contracting officer will contact the contractor seeking to resolve the dispute through mediation. In either situation, a contractor's decision not to engage in mediation shall be conveyed in writing to the contracting officer.

Mediation undertaken pursuant to this process does not waive the statutory time limitations of the CDA, within

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authorize deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

I53A01 52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

SECTION K

K04A03 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006) FAR

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

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

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

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

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) 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:

( ) (Vendor Fill-in) (i) Paragraph (c) applies.

( ) (Vendor Fill-in) (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

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

FAR Clause #	Title	Date	Change
			(Vendor Fill-in)

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

K04B01 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2008) DFARS

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard

applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change
			(Vendor Fill-in)

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

K07A01 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) FAR

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

	(Vendor Fill-in)

OFFEROR RECOMMENDATIONS

ITEM	(Vendor Fill-in)
QUANTITY	(Vendor Fill-in)
PRICE QUOTATION	(Vendor Fill-in)
TOTAL	(Vendor Fill-in)

K25A01 52.225-18 PLACE OF MANUFACTURE (SEP 2006) FAR

- (a) Definitions. As used in this clause: 'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except:
- (1) FSC 5510, Lumber and Related Basic Wood Materials;
  - (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
  - (3) FSG 88, Live Animals;
  - (4) FSG 89, Food and Related Consumables;
  - (5) FSC 9410, Crude Grades of Plant Materials;
  - (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
  - (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
  - (8) FSC 9610, Ores;
  - (9) FSC 9620, Minerals, Natural and Synthetic; and
  - (10) FSC 9630, Additive Metal Materials.

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

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

- (1) ( ) [Vendor Fill-in] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ( ) [Vendor Fill-in] Outside the United States.

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K25A02 52.225-20 PROHIBITION OF CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN - CERTIFICATION (JUN 2008) FAR

(a) Definitions. As used in this provision - 'Business operations' means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

'Marginalized populations of Sudan' means - (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

'Person' means-

(1) A Natural person, corporation, company, business association, partnership, society, trust, any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and

(3) Any successor, subunit, parent company or subsidiary of any entity described in paragraphs (1) or (2) of this definition.

'Restricted business operations' means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate -

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspend.

(b) Certification. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes only information required to determine the technical acceptability of the offered product. It does not include other information such as that used in determining the responsibility of a prospective contractor or for operating or maintaining equipment.

(b) Descriptive literature must be (1) identified to show the item(s) of the offer to which it applies and (2) received by the time specified in this solicitation for receipt of offers.

(c) Data displaying more than one model or size shall be clearly marked so as to indicate the specific item being offered.

(d) The offeror shall submit descriptive literature in duplicate, which provides evidence of compliance to the requirements of this solicitation. Unless indicated otherwise under Special Notes in Schedule B, each paragraph in Section C must be addressed in the descriptive literature submitted with an annotation indicating any exceptions taken or alternates proposed. Any Section C requirements not addressed in the descriptive literature shall be submitted in a narrative form. Paragraphs annotated 'exception' or 'alternate' shall indicate why the exception or alternate is being taken and what is offered in its place.

(e) Offers which do not present sufficient information to permit complete technical evaluation by the Government may be rejected.

L15C01 52.215-9007 PRE-PROPOSAL CONFERENCE DLAD (FEB 2005)

L16A01 52.216-1 TYPE OF CONTRACT (APR 1984) FAR

The Government contemplates award of a

[X] FIRM FIXED PRICE

[ ] FIXED PRICE/ECONOMIC PRICE ADJUSTMENT

[ ] FIXED PRICE/PRICE REDETERMINATION

contract resulting from this solicitation.

L33A01 52.233-2 SERVICE OF PROTEST (SEP 2006) FAR

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

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

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

L33C01 52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

L33F01 33-3-9G DSCR NOTE TO 52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

Companies protesting this procurement may file a protest

1. with the contracting officer,
2. with the General Accounting Office, or
3. pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.

Protests filed with the agency should clearly state that they are an 'Agency Level Protests filed under Executive Order No. 12979.' (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

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K25F04 25-3-9G DSCR NOTE TO 252.225-7031

SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005) DFARS

DSCR NOTE REGARDING OFFERS FROM THE CANADIAN COMMERCIAL CORPORATION: Pursuant to Defense FAR Supplement 225.770-2, the Canadian Commercial Corporation (CCC) will submit, with other precontractual material, a certification from its proposed subcontractor. The certification shall conform to paragraph (b) of Clause 252.225-7031 above.

DSCR (APR 2003)

## SECTION L

L11A03 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008) FAR

As cited on the front page of this solicitation.

L11F30 52.211-9G11 COMPLIANCE WITH SPECIFICATIONS (FEB 1996) DSCR

L14A18 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991) FAR

L14F30 52.214-9G01 DESCRIPTIVE LITERATURE - IPE (JAN 1996) DSCR

(a) 'Descriptive literature' means information (e.g., cuts, illustrations, drawings and original manufacturers' brochures) that is submitted as part of an offer.

Descriptive literature is required to establish, for the

**CONTINUATION SHEET**Solicitation Number:  
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**14 14****DSCR NOTE:**

Executive Order 12979 encourages the use of Alternative Dispute Resolution in resolving Agency-level protests. Therefore, DSCR has in place a process to mediate Agency-level protests filed pursuant to Executive Order 12979. Mediation is a voluntary process where the parties meet with a third party neutral (the mediator) to discuss their positions and open a dialogue. The mediator does not make any decisions on the dispute, but rather helps the parties explore their concerns and possible avenues for solutions. Any mediation will occur at DSCR. A trained DSCR mediator who has not had previous personal involvement in the procurement will conduct the mediation. If resolution of the protest is not reached through the mediation process, the protest will be forwarded to the Chief of the Contracting Office for a written decision on the record. If an offeror wishes to file an Agency-level protest, but does not wish to engage in a mediation, the Agency-level protest should state that the protesting party does not wish to participate in a mediation and would like a decision on the written record.

**L52A01 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) FAR**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):  
<http://www.dla.mil/j-3/j-336/icps.htm>

**L52A02 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984) FAR**

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

(b) The use in this solicitation of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

**SECTION M****M11C01 52.211-9003 CONDITIONS FOR EVALUATION OF OFFERS OF GOVERNMENT SURPLUS MATERIAL (DEC 2004) DLAD****M11C02 52.211-9011 BUSINESS SYSTEMS MODERNIZATION (BSM) DELIVERY TERMS AND EVALUATION (MAY 2006) DLAD****M47F31 52.247-9G21 BASIS FOR SUBMISSION AND EVALUATION OF OFFERS (JAN 1996) DSCR**

(a) Offers are invited on an f.o.b. destination basis for items . . . Bids submitted on any other basis will be rejected as non-responsive.

(b) Offers are invited on the basis of both f.o.b. origin and destination for items . . .

(c) Offers are invited on an f.o.b. origin basis for items . . . When supplies are regionally priced the applicable regions shall be specified below. If regional price(s) are offered and the region is not specified, the bid will not be considered.

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SECTION B SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
	PR 08-14-1434 FSC 6635 PROCURE A PROPELLER BALANCER IN ACCORDANCE WITH (IAW) PURCHASE DESCRIPTION DSCR-FAPBB 08-14-1434 DATED MAY 6, 2008.				
0001	MACHINE DESIGN IAW PARA 3.21.1 (DUE 90 DAYS AFTER RECEIPT OF AWARD OF THE CONTRACT)	1	LOT	\$ _____	\$ _____
0002	VERTICAL AXIS PROPELLER BALANCING MACHINE.  MANUFACTURED BY: _____ MODEL NUMBER: _____ COUNTRY OF ORIGIN: _____	1	EA	\$ _____	\$ _____
0003	PROPELLER POSITIONING HARDWARE	1	EA	\$ _____	\$ _____
0004	COMPUTERIZED CALCULATION OF WEIGHT	1	EA	\$ _____	\$ _____
0005	COMPUTERIZED BALANCING REPORT CAPABILITY.	1	EA	\$ _____	\$ _____
0006	DEVELOPMENT OF CALCULATION PROCEDURE	1	LOT	\$ _____	\$ _____
0007	OPERATING PROCEDURES, AND OPERATING TRAINING AND MAINTENACE MANUALS IAW PARA 3.26 AND 3.26.1.	1	LOT	\$ _____	\$ _____
0008	ADAPTER RINGS	10	EA	\$ _____	\$ _____
0009	DELIVERY	1	LOT	\$ _____	\$ _____
0010	TURNKEY INSTALLATION TO INCLUDE DESIGN AND CONSTRUCTION OF MACHINE SITE PREP WORK FOR FOUNDATION PADS AND INSTALLATION OF FOUNDATION.	1	LOT	\$ _____	\$ _____
0011	FOUNDATION  DELIVER TO:	1	LOT	\$ _____	\$ _____
0012	TRAINING IAW 3.26 AND 3.26.1  RECEIVING OFFICER NORFOLK NAVAL SHIPYARD BUILDING #: 276 PORTSMOUTH, VA 23709-5000	1	LOT	\$ _____	\$ _____
	MARK FOR: ATTN: JENNIFER CLARK (757) 396-8164				
	TOTAL PRICED				\$ _____

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SECTION B SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
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THE FOLLOWING SHALL APPLY:

1. PRE-PROPSAL SITE VISIT - A pre-proposal site visit will be held at Norfolk Naval Shipyard. At this time, the Government will explain or clarify its requirements, respond to questions regarding the solicitation and permit a general inspection of the proposed installation site. Interested firms are encouraged and expected to attend the site visit to familiarize them with the installation site as well as all general and local codes and conditions which may affect the cost of contract performance, to the extent such information is readily obtainable.

In no event will failure to attend the site visit constitute grounds for withdrawal of an offer after opening or for a claim after award of the contract. Incomplete proposals received due to an offeror's failure to attend shall not be considered. No other visits to the site shall be permitted. Unless amended in writing, remarks and explanations at the site visit will not qualify the terms of the solicitation or specifications. To facilitate temporary security clearance, interested parties shall contact the Contracting Officer seven days in advance of the planned date to advise the:

- Company name,
- Name of representative(s),
- Representative(s) social security number,
- Representative(s) date of birth,
- Representative(s) place of birth,
- Representative(s) address
- Security clearance and basis
- Purpose of Visit
- Date of Visit
- Point of Contact for Visit

The information will be forwarded to the receiving activity on official company letterhead signed by a company representative along with a completed I-9 form for each representative for use in determining security clearances. All representatives shall be American (English speaking) citizens of good standing. All arrangements for site visit attendance shall be made through the Contracting Officer of his designee.

This site visit will be conducted at:

Location: Shop 11 Building 163, Norfolk Naval Shipyard  
 Date: (TO BE DETERMINED)  
 Time: (TO BE DETERMINED)

In the event of problems of delays on the day/date of the site visit, interested parties shall notify the Contracting Officer to advice of the delay.

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SECTION B SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
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2. PERFORMANCE BASED PAYMENTS SHALL APPLY IN ACCORDANCE WITH (IAW) FAR 52.232.32.

CONTRACTOR WILL ONLY RECEIVE SEVENTY PERCENT OF THE TOTAL AMOUNT OF ITEMS 0001

AND 0002 ONLY.

3. CLAUSE I46F35, FAR 52.246-9G28 WARRANTY OF SUPPLIES OF A DSCR COMPLEX NATURE - IPE (MAY 2001) SHALL APPLY. (SEE ATTACHED)

Warranty terms shall be in accordance with warranty clause I46F35 52.246-9G28 Offeror shall sign below that he/she is in agreement with the Government Terms and Conditions.

\_\_\_\_\_  
Signature of Offeror

4. PERIOD OF PERFORMANCE: THE PERIOD OF PERFORMANCE FOR THIS CONTRACT IS 180 CALENDAR DAYS AFTER RECEIPT OF CONTRACT. ALL REQUIREMENTS OF THE CONTRACT SHALL BE COMPLETED WITHIN 180 CALENDAR DAYS AFTER RECEIPT OF AWARD.

5. FOB: - DESTINATION      INSPECTION - ORIGIN      FINAL ACCEPTANCE - DESTINATION

6. QUALITY ASSURANCE PROVISION (QAP) 175 SHALL APPLY.

7. CLAUSE 52.247-27, CONTRACT NOT AFFECTED BY ORAL AGREEMENT: NO ORAL STATEMENT OF ANY PERSON SHALL MODIFY OR OTHERWISE AFFECT THE TERMS, CONDITIONS, OR SPECIFICATIONS STATED IN THE CONTRACT. ALL MODIFICATIONS TO THE CONTRACT SHALL BE MADE IN WRITING BY THE CONTRACTING OFFICER OR AN AUTHORIZED REPRESENTATIVE.

8. CHARGE FOR RE-INSPECTION: THERE WILL BE AT LEAST A MINIMUM CHARGE OF \$2,500.00 FOR EACH RE-INSPECTION THAT HAS TO BE PERFORMED BY THE GOVERNMENT DUE TO MACHINE NOT READY FOR INSPECTION.

9. NOTICE TO ALL CONTRACTORS: AFTER CONTRACT AWARD, ALL QUESTIONS OR ISSUES SHALL BE ADDRESSED WITH ELIZA MILLER (804) 279-6423. THE CONTRACTING OFFICER IS THE "ONLY" INDIVIDUAL AUTHORIZED TO MAKE ANY CHANGES.

I46F35 52.246-9G28 WARRANTY OF SUPPLIES OF A DSCR (MAY 2001)  
COMPLEX NATURE - IPE

(a) Definitions: "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract. "Supplies," as used in this clause, means the end items furnished by the Contractor and related services required under this contract. The word does not include "Data."

(b) Contractor's obligations.

(1) The Contractor warrants that for one (1) year all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract. Warranty period begins from the date of acceptance.

(2) Any supplies or parts thereof corrected or furnished in replacement by the Contractor shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(3) When the machine is inoperable because of a defect, deficiency and/or nonconformance subject to the Contractor's warranty, and after the Contractor has received written notice of the defect, deficiency or nonconformance, the warranty shall be extended for the time period during which the machine was inoperable (i.e., length of time from when Contractor receives notification until machine is operable.)

(4) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

(5) The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the contract price.

(6) When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return. When defective items are returned to the Contractor from other than the place of delivery specified in the contract, or when the Government exercises alternate remedies, the Contractor's liability for transportation charges incurred shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in the contract and the Contractor's plant and subsequent return.

(7) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies Available to the Government.

(1) In the event of a breach of the Contractor's warranty in paragraph (b)(1) and (b)(2) of this clause, the Government may, at no increase in contract price-

(i) Require the Contractor, at the place of delivery specified in the contract (irrespective of the f.o.b. point or point of acceptance) or at the Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies, or

(ii) Require the Contractor to furnish at the Contractor's plant the materials or parts and installation instructions required to successfully accomplish the correction.

(iii) Where it is impracticable for the Government to pursue remedies at (i) and (ii), the Government may arrange for the repair or replacement of defective or nonconforming supplies by the Government or by another source at the Contractor's expense. Where the Government is to accomplish the repair, the Contractor at the Government's option will furnish the material or parts and the instruction required to successfully accomplish the repair.

(2) If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph (b)(4) of this clause, the Government shall be entitled to an equitable reduction in the contract price.

(3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause

within a reasonable period, but not later than 45 days after discovery of the defect. The Contractor shall submit to the Contracting Officer a written recommendation within 2 working days as to the corrective action required to remedy the breach. After the notice of breach, but not later than 5 days after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacements in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction within 5 days of receipt. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) and (b)(2) of this clause, the contract price will be equitably adjusted.

(4) If supplies are corrected or replaced, the period for notification of a breach of the Contractor's warranty in paragraph (c)(3) of this clause shall be 45 days from the discovery of the defect.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the contract.

(6) The Contractor shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the supplies to be inspected and/or returned for correction or replacement.

NOTE: FAR CLAUSE 52.246-18 IS APPLICABLE ONLY IF ITEM(S) ARE PLACED IN USE WITHIN THE LAND AREA OF THE UNITED STATES CONTIGUOUS TO THE 48 STATES.

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PURCHASE DESCRIPTION  
FOR THE PROCUREMENT OF A  
VERTICAL AXIS PROPELLER BALANCING MACHINE

1.0 SCOPE

1.1 Scope. This purchase description specifies the minimum requirements for the procurement, installation, and training for a vertical axis propeller balancing machine. This includes design and construction of machine, site prep work for the foundation pads and installation of foundation pads as specified herein. This is to be a turn-key project.

2.0 APPLICABLE DOCUMENTS

2.1 Government documents.

2.1.1 Specifications, standards, and handbooks.

STANDARDS

FEDERAL

FED-STD-H28A - Screw Thread Standards for Federal Services (1994 edition)

MILITARY

MIL-STD-167 - Mechanical Vibration of Shipboard Equipment (Type I  
Environmental and Type II Internally Excited (1999 edition)

MIL-STD 1907 - Inspection, Liquid Penetrate and Magnetic Particle, Soundness  
Requirements for Materials, Parts, and Weldments (2002 edition)

MIL-HDBK 831 - Test Report Preparation Of (2004 edition)

NAVY

NAVSEA - T9074-AS-GIB-010/271 - Requirements for Nondestructive Testing  
Methods (1999 edition)

(Application for copies should be addressed to the Standardization Document Order Desk,  
Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094.)

2.1.2 Other Government documents and publications. The following other Government documents and publications form a part of this purchase description to the extent specified herein.

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CODE OF FEDERAL REGULATIONS (CFR)

U.S. DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH  
ADMINISTRATION (OSHA)

- 29 CFR 1910 - Occupational Safety and Health Standards (2007 edition)
- 29 CFR 1910.1200 and 1915.99-Hazard Communications
- 29 CFR 1926-Safety and Health Regulations for Construction
- 40 CFR 261-Identification and Listing of Hazardous Waste
- 49 CFR 173.2-Hazardous Materials Classes and Index to Hazard Class Definitions

(Application for copies should be addressed to the U.S. Department of Labor, 200 Constitution Ave, Washington, D.C. 20210)

2.2 Non-government publications. The following documents form a part of this purchase description to the extent specified herein.

AMERICAN CONCRETE INSITUTE (ACI)

ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete (1991 edition)

ACI 301 - Specifications for Structural Concrete (2005 edition)

ACI 318 M - Building Code Requirements for Structural Concrete and Commentary (2005 edition)

ACI/MCP-4 -(2006) Manual of Concrete Practice Part 4-ACI 345R-05 to 355.2R-04

(Application for copies should be address to the American Concrete Institute, 38800 Country Club Drive, Farmington Hills, MI 48331)

ACOUSTICAL SOCIETY OF AMERICA (ASA)

ASA S12.23 - Method for the designation of Sound Power Emitted by Machinery and Equipment-ASA 83 (1989 edition)

(Application for copies should be address to the Acoustical Society of America, 35 Pinelawn Road, Suite 114 East, Melville, NY 11747)

AMERICAN GEAR MANUFACTURERS ASSOCIATION (AGMA)

AGMA 2001-D04 - Fundamental Rating Factors and Calculation Methods for Involute Spur and Helical Gear Teeth (2004 edition)

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AGMA 2011-A98 - Cylindrical Wormgearing Tolerance and Inspection Methods  
(1998 edition)

AGMA 2015-1-A01 - Accuracy Classification System - Tangential Measurements for  
Cylindrical Gears - replaces 2000-A88 (2001 edition)

AGMA ISO 1328-1- Cylindrical Gears-ISO System of Accuracy-Part 1: Definitions and  
Allowable Values of Deviations Relevant to Corresponding Flanks of  
Gear Teeth

(Application for copies should be addressed to the American Gear Manufacturers Association, 500  
Montgomery Street, Suite 350, Alexandria, VA 22314-2560)

#### AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

AISC 325 - Steel Construction Manual – 13 edition (2005 edition)

(Application for copies should be addressed to the American Institute of Steel Construction, 1 East  
Wacker Drive, Suite 3100, Chicago, IL 60601-2001)

#### AMERICAN NATIONAL STANDARDS INSTITUTE, INC (ANSI)

(Application for copies should be addressed to the American National Standards Institute, Inc.  
Dept 969, 1430 Broadway, New York, NY 100181)

#### AMERICAN SOCIETY FOR NONDESTRUCTIVE TESTING INC (ASNT)

SNT-TC-1A - Recommended Practice No. SNT-TC-1A (2001 edition)

(Application for copies should be addressed to the American Society for Nondestructive Testing,  
1711 Arlingate Lane, P.O. Box 28518, Columbus, OH 43228-0518)

#### AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)

ASME Y14.5M - Dimensioning and Tolerancing, R1999 (2004 edition)

(Application for copies should be addressed to the ASME International, Three Park Avenue, M/A  
10 E, New York, NY 10016-5990)

#### AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM 172 Rev A - Standard Practice for Sampling Freshly Mixed Concrete  
(2007 edition)

ASTM C 31/31 M - Standard Practice for Making and Curing Concrete Test  
Test Specimens in the Field (2006 edition)

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- ASTM C 33 - Standard Specification for Concrete Aggregates (2007 edition)
- ASTM C 39/39 M - Standard Practice Method for Compressive Strength of Cylinder Concrete Specimens (2005 edition)
- ASTM C 42/C 42 M - Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete-AASHTO No.: T24 (2004 edition)
- ASTM C 143/C 143 M - Standard Test Method for Sump of Hydraulic Cement Concrete (2005 edition)
- ASTM C 150 - Standard Specification for Portland Cement (2007 edition)
- ASTM C 172 REV A - Standard Practice for Sampling Freshly Mixed Concrete (2007 edition)
- ASTM C 192/C 192 M - Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory (2007 edition)
- ASTM D 3951 - Standard Practice for Commercial Packaging (1998 edition)
- ASTM E 1444 - Standard Practice for Magnetic Particle Testing (2005 edition)

(Application for copies should be addressed to the American Society for Testing and Materials, ASTM International, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959)

#### AMERICAN WELDING SOCIETY INC (AWS)

- AWS B2.1 - Specification for Welding Procedure and Performance Qualification (2005 edition)
- AWS D1.1/D1.1M - Structural Welding Code – 20<sup>th</sup> Edition - Steel (2006 edition)

(Applications for copies should be addressed to the American Welding Society Inc, 550 North LeJeune Road, Miami, FL 33126)

#### ELECTRONIC INDUSTRIES ASSOCIATION (EIA) STANDARDS

(Address application for copies to the Electronic Industries Association, Engineering Dept., 2500 Wilson Blvd., Arlington, VA 22201-3834)

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## NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION (NEMA)

(Address application for copies to the Electronic Industries Association Engineering Dept., 2500 Wilson Blvd., Arlington, VA 22201-3834)

## NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 - National Electrical Code - 2008 Edition

NFPA 79 - Electrical Standard for Industrial Machinery - 2007 Edition

(Application for copies should be addressed to the National Fire Protection Association, 1 Batterymarch Park, P.O. Box 9101, Quincy, MA 02269-9101)

## NATIONAL FLUID POWER ASSOCIATION (NFPA)

NFPA T2.24.1 R1 - Hydraulic Fluid Power - Systems Standards for Stationary Industrial Machinery Supplement to ISO 4413: 1998-Hydraulic Fluid Power-General Rules Relating to Systems to be Used in Conjunction with ISO 4413: 1998 (R1, 2000 edition)

NFPA T2.25.1 R2 - Pneumatic fluid power Systems standard for industrial machinery Supplement to ISO 4414: 1998 Pneumatic fluid power General rules relating to systems - Must be used in conjunction with ISO 4414: 1998 - Third Edition (2005 edition)

(Applications for copies should be addressed to the National Fluid Power Association, 3333 N Mayfair Road, Suite 311, Milwaukee, WI 53222-3219)

2.3 Order of precedence. In the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption is obtained.

### 3.0 REQUIREMENTS

3.1 General requirements. The equipment is not a current commercially available model ; the equipment shall be designed and built by the contractor. The equipment shall be complete, so that when connected to the Norfolk Naval Shipyard utilities identified herein, it can be used for any function for which it is designed and constructed.

3.1.1 New developments. If, during the contract period, any new developments are generated that would improve the efficiency, accuracy or productivity of the machine and its related equipment or decrease its operational costs, the contractor shall notify the Contracting Officer.

3.1.2 Safety And Health Requirements. The machine shall be fitted with safety devices or coverings for any parts that present safety hazards. All equipment furnished under this purchase

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description must comply with applicable OSHA and NFPA standards. The machine shall include provisions to isolate and lock out all sources of hazardous energy, either input to the machine or generated by the machine, to ensure safety of operation and maintenance personnel. Electrical lockout devices shall conform to the requirements of NFPA 79. Lockout devices for electrical or any other type of hazardous energy (mechanical, hydraulic, pneumatic, chemical, thermal or other) shall be designed to allow full operational compliance with the requirements of OSHA Standard 29 CFR. All system and operation standards shall comply with OSHA standards on Human Factors Engineering (Ergonomics). All machine parts, components, mechanism, and assemblies furnished on the unit shall comply with all specific requirements of "OSHA Safety and Health Standards (29 CFR 1910) General Industry" that are applicable to the equipment itself.

3.1.2.1 Safety devices. Cover guards or other safety devices shall be provided for all parts of the equipment that present safety hazards. The safety devices shall not interfere with the operation of the equipment. The safety devices shall prevent unintentional contact with the guarded part, and shall be removable to facilitate inspection, maintenance, and repair of the parts.

3.1.2.2 Material Safety Data Sheets. Offeror's and contractors shall submit Material Safety Data Sheets (MSDS's) whenever the supplies being acquired or supplies used during performance are identified as hazardous materials. Hazardous Materials shall include any material which, by virtue of its potentially dangerous nature (e.g., toxic, flammable, corrosive, oxidizing, irritating, sensitizing, reactive), requires controls in its use, packaging, handling, storage, or stowage, to assure adequate safety to life and property. This definition is intended to apply to proprietary industrial, commercial, or locally prepared blends, mixtures, formulations, or compounds of gases, liquids, and solids intended for use at the job site. Any other material that has been designated by a Government technical representative as potentially hazardous and requiring safety controls shall also be supplied with a MSDS. MSDS's are to be available at work sites where materials are being used.

3.1.3 Audible noise level. Audible noise emitted by the equipment shall not exceed 84 decibels (dB), measured on the "A" weighted scale of a standard Type II sound level meter, at the operator's work position or any point at a distance of three (3) feet from the equipment. The equipment shall be in accordance with ASA S12.23.

3.1.4 Environmental protection. The equipment shall be designed and constructed, so that under the operating service, transportation and storage conditions described herein, the equipment shall not emit materials hazardous to the ecological system as prescribed by federal, state, and local statutes in effect at the time of bid.

3.1.5 Reclaimed materials. The machine may contain reclaimed materials to the maximum extent possible provided such materials will not jeopardize the intended use, performance or design life of the machine. Reclaimed materials shall have been collected or recovered from solid waste and reprocessed to become a source of raw materials, as opposed to virgin raw materials. None of the above shall be interpreted to mean that the use of used, rebuilt or remanufactured products are allowed under this specification.

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3.1.6 Mercury restriction. The machine shall contain neither mercury nor mercury compounds, or be exposed to free mercury during manufacture.

3.1.7 Asbestos restriction. Asbestos and materials containing asbestos shall not be used on or in the machine.

3.1.8 Polychlorinated Biphenyl (PCB) restriction. The use of polychlorinated biphenyl on or in the equipment is prohibited.

3.1.9 Dissimilar metals. Dissimilar metals shall not be used in direct contact with each other without suitable means for preventing electrolytic corrosion.

3.1.10 Lubrication. Means shall be provided to ensure adequate lubrication of all moving parts. If the design of the equipment includes a recirculating lubrication system, the system shall include a cleanable or replaceable filter. Each lubricant reservoir shall have at least a 24 hour capacity and means for determining fluid level. All oil holes, grease fittings and filler caps shall be readily accessible.

3.1.11 Interchangeability. All parts of the end item shall be manufactured to definite standards and tolerances that will provide for the interchangeability of respective parts between end items of the same model without modification of the part or the machine. All replacement parts shall be available commercially within the continental United States.

3.1.12 Controls. All mechanical, electrical, hydraulic and pneumatic operating controls shall be located convenient to the operator's work station(s).

3.1.13 Digital readouts. All digital readouts shall display data in illuminated figures clearly legible at a distance of five feet and that give direct (horizontal) readings without requiring any calculation or interpolation. Each digit of the readout display shall be of the in-line type.

3.1.14 Workmanship. Workmanship of the equipment to be furnished shall be commensurate with the requirements of this specification and of such quality, which denotes the performance of skilled and experienced personnel trained in the field of work.

3.2 Construction. The machine shall be constructed of parts that are new, without defects and free of repairs. The machine construction shall include all components, parts, and features necessary to meet the performance requirements specified herein. All parts subject to damage from environmental hazards (such as dust, debris, or residue) shall be sealed or otherwise protected. The structure shall withstand all forces encountered during the operation of the machine to its maximum rating and capacity without permanent distortion or failure.

3.2.1 Castings and forgings. All castings and forgings shall be free of defects, scale, and mismatching. No processes such as welding, peening, plugging, or filling with solder or paste shall be used for reclaiming any defective part. Such processes may be used only for enhancing surface finish and appearance.

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3.2.2 Welding, brazing and soldering. Welding, brazing or soldering shall be employed only where those operations are included in fabrication of the original design. These operations shall not be employed as repair measures for defective parts. Any excess material used for such operations shall be thoroughly removed from the part(s) upon completion of the operations. Weldments shall conform to AWS D1.1/D1.1M.

3.2.2.1 Soldering. Solder connections shall show evidence of good bonding in metal-to-metal contact. Cold solder joints, incomplete joining of solders and metal, excess or insufficient solder or damage insulation shall be considered sufficient reason for rejection of the equipment.

3.2.2.2 Cleaning. Any loose, spattered solder, flux, metal chips, insulation scrap or other foreign material shall be thoroughly removed from the equipment.

3.2.2.3 Cleaning agents. Flux for soldering shall be rosin and alcohol. No acid, acid salts or acid core solder shall be used in preparation for soldering of electrical connections

3.2.3 Fastening devices. All screws, pins, bolts, and similar internal and external parts shall be installed with means for preventing change of tightness and shall be minimum Grade 8. Fastening devices subject to removal or adjustment shall not be permanently installed. All fastening devices shall be tightened to torque limits such as established by the manufacturers standard for tightening to preclude loosening by normal operation or vibration.

3.2.4 Surfaces. All surfaces shall be clean and free of harmful or extraneous materials. All edges shall be either rounded or beveled unless sharpness is required to perform a necessary function. Except as otherwise specified herein, the condition and finish of all surfaces shall be in accordance with the manufacturer's commercial practices.

3.2.5 Painting. All mild steel surfaces shall be properly painted with a corrosion resistant paint in accordance with the manufacturer's standard commercial practice provided it results in a highly wear resistant finish which guarantees continued protection to the surfaces covered against all service conditions. Prior to painting, metal surfaces shall be prepared for painting in accordance with the paint manufacturer's instruction. A minimum of two coats of primer coat and two top coats of finish coat is required. Each coat shall have a minimum 3 mil thickness. The paint color shall be tool blue.

3.2.6 Threads. All threaded parts used on the machine and its related attachments and accessories shall conform to FED-STD-H28A.

3.2.7 Gears. All gears of spindle and axis drive trains shall conform to or exceed all provisions of AGMA 2001-D04, AGMA 2011-A98, and AGMA 2015-1-A01. The gears shall be of proper width and size to transmit full-rated torque and horsepower without failure for the expected service life of the machine. Gears in drive trains shall be hardened and ground steel. Working surface hardness shall be not less than Rockwell 48. The gears used in the machine and its components shall be machined in either the inch or metric system. The conversion factors and methods specified in AGMA ISO 1328-1 shall be used for conversion of metric units (SI) to U.S. Customary System of Units (US) for comparison purposes.

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3.2.8 Measuring/Indicating devices. All measuring and indicating devices such as dial indicators, pressure gages, temperature indicators, depth stops, and other similar devices used on the machine shall be graduated in the U.S. Customary System of Units (US). Marking on all measuring and indicating devices shall be permanently and legibly engraved or etched on a non-glare background. All dials and other type indicating devices shall be securely mounted in place.

3.2.9 Dials. All dials used to indicate machine positions shall be graduated in increments not larger than 0.001 inch. Dial and handwheel circumferences shall be permanently and legibly engraved or etched on a non-glare background with graduations that can be read from the operator's normal working positions. All feed dials shall have independent zero adjustments and shall be calibrated in such manner the last dial graduation progresses into and is continuous with the first dial graduation as dial is rotated through the zero position.

3.2.10 Maintainability. The equipment shall be designed and constructed to permit Maintenance Personnel to easily service the equipment using a minimal number of tools. All parts subject to wear, breakage, or distortion shall be accessible for adjustment, replacement or repair. Consistent with required maintenance and design of the equipment, the Contractor shall provide any special tools required to service the Unit. The equipment shall be equipped with access covers to facilitate inspection, cleaning, and repair, or replacement of parts.

3.2.11 Controls, instrumentation, and indicators. All operating controls, instrumentation, and indicators shall be conveniently located for the operator at his normal work station and shall be located in such manner as to afford the operator safe ergonomic access. All such devices shall be clearly and legibly marked for function and identification. Each control shall be fitted with suitable handles, pushbuttons, or control knobs, as applicable. Gauges and instrumentation shall be designed for recalibration.

3.2.12 Operation environment. The equipment will be operated inside a production shop at the Norfolk Naval Shipyard. The equipment shall operate between 0 degrees to 125 degrees F and a relative humidity range of 30% to 95%.

3.2.13 Ventilation. The equipment shall be adequately cooled or ventilated to preclude premature deterioration of the equipment or any component thereof when utilized under the ambient and operating conditions specified herein.

3.3 Components. The machine shall consist of but not be limited to the following described principle components, attachments, and accessories necessary to meet the operational and performance requirements specified herein. Any additional components necessary for the fully operational and functional operation of the machine shall also be furnished in accordance with the manufacturer's standard practice or design of the machine.

3.3.1 Balancing Machine. The contractor shall design and build a vertical axis propeller balancing machine in accordance with the specifications below. The vertical axis propeller balance machine shall be capable of static balancing in a single plane all types of ship propellers to include SSN, MTS, LHA LHD, CVN, and SSBN propellers. The design and construction

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shall include all components, parts, and features necessary to meet the requirements set forth herein. All parts and components shall be accessible for adjustment, replacement, and repair.

3.3.2 Portable Machine. The machine shall be portable. The portable machine will not be permanently installed on the foundation pad. The machine shall be capable of being crane lifted or moved with a forklift. The machine will sit on the foundation pad but not be permanently attached.

- a. Capacity - Shall mount propellers weighing up to 100,000 lbs and up to 23 ft in diameter.
- b. Rotational Angle - Shall indicate rotational angle accurate to plus or minus 0.5 degrees from any arbitrary zero setting.
- c. Measured Imbalance - Range 0-50,000 ounce-inches accuracy, plus or minus 150 ounce-inches. Angular accuracy of measured imbalance within plus or minus 10 degrees of actual imbalance location.
- d. Rotational Speed Range - 0-10 rpm (no accuracy requirement applies).

3.3.3 Frame. The frame shall have a minimum of three standoffs (feet) for leveling. The size of the standoffs shall be determined by the equipment manufacturer to support the weight of the equipment plus a maximum propeller weight of 100,000 lbs.

3.3.4 Motor. The rotating assembly motor shall be electric drive. Motor shall be rated for continuous duty and shall be equipped with ball bearings. If permanently lubricated type bearings are not used, grease fittings for periodic lubrication shall be easily accessible. Each motor shall be individually protected with a thermal overload and an over current device in accordance with applicable NFPA 70 standards. The manufacturer is to determine the size of the motor.

3.3.5 Spindle. The spindle shall be made out of steel. Maximum spindle diameter shall not exceed twelve inches in diameter.

3.3.6 Remote control panel. The remote control panel shall be mounted in a cabinet and shall be connected to the Propeller Balancing Machine. The remote control panel shall display the balancing information and shall be connected to the propeller balance machine by 50 foot long cables. The plug at the end of the cables shall be a quick disconnect Cannon Plug with locking collars sized to fit the cable. The cabinet will house the remote control panel, control switches, programmable logic controller or computer (download readings to a laptop or CD burner on the computer) as determined by the manufacturer, as well as any other necessary components as determined by the manufacturer. The cabinet shall be made of steel, with rollers on the bottom, and with a steel cable holder on the right hand side. The cabinet shall also have the capability of being lifted with a forklift and shall have padeyes for lifting with a crane as well (see 3.10).

3.3.7 Propeller positioning hardware. Propeller positioning hardware to be determined by the manufacturer that shall transmit a signal back to the cabinet to measure the centering of the

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propeller. Propeller bore run-out shall be capable of being measured with the propeller installed and rotating. If applicable, centering requirements will be provided to the manufacturer during the design phase by Norfolk Naval Shipyard. The rotational speed of the propeller shall be fully adjustable and permit rotation in either direction and shall be controlled from the remote control panel. The rotation of the propeller shall be tracked using a rotary digital encoder and shall be displayed in degrees.

3.4 Electrical. The machine shall be designed for operation on a single electric service with a separate ground wire and a chassis ground stud or lug. The power requirements shall be determined by the equipment manufacturer. An Emergency Stop Button shall be provided on the equipment. The restarting of the equipment after losing power or resetting the emergency stop button shall be possible only by a deliberate operator action. The equipment shall be provided with a minimum 20 foot electrical cord if connection to 120 V power is required; otherwise, if 480V power is required then an electrical stub shall be provided with each foundation pad. All electrical components and wiring shall conform to and be located in accordance with applicable NEMA, ANSI, EIA, and NFPA standards for the intended application. Major electrical components shall be individually and clearly identified with permanent type label plates. All label plates shall be photo engraved aluminum and shall be attached with screws or nuts. The equipment shall be grounded with a ground stud or lug painted green and labeled "Equipment Ground". A supply circuit disconnect device, fusible motor circuit switch or circuit breaker, shall be provided and installed on the equipment. The equipment shall have state-of-the art controls that are current and shall not include any phase-out models. Solid-state design shall be employed throughout for electronic components. The use of selenium and other similar aging devices shall be permitted only in the application of voltage surge protection to the other solid-state components. Each solid state device shall be selected and installed to have characteristics and withstand ratings comparable with its intended function and application in assuring long life and reliability. Solid-state components shall not be adversely affected when subjected to radiation and conducted power line transients and surges typically experienced in a production type, industrial environment. Series and parallel connections of solid-state devices without forced sharing circuitry for voltage and current respectively shall not be permitted.

3.5 Fail safe. The equipment shall automatically shut down to prevent damage to itself, systems being cleaned, and operating personnel when the unit malfunctions, or is not operated in accordance with specified operating procedures. These items shall include, but not limited to, any other safety items specified herein. All alarms shall work in conjunction with an automatic process shutdown.

3.6 Physical dimensions. The physical dimensions of the propeller balancer base shall not exceed 6 feet long x 6 feet wide x 5 feet high unless approved by Code 980 in writing because of space limitations.

Note: The size of the caged area is approximately 2,400 square feet and has to house two propellers.

3.7 Adapter (concentric rings). Adapter (concentric rings) shall be provided by the manufacturer to fit inside the propeller bore to check the propeller and balance machine

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alignment. Eight rings shall be provided in accordance with Norfolk Naval Shipyard Drawing No. 94 060 3M266-Center Plate Mfg Propeller Vertical Balance Machine (see Enclosure 5).

3.8 Weights and reports. The balancer shall provide computerized calculation of weight and position of weights to achieve a null balance. Computerized balancing report capability in downloading computer format to Microsoft System programs shall be provided. The computer report as a minimum shall identify the angle of imbalance relative to blade one, blade center axis (the propeller may need to be placed on the balancer at a known angular location or the machine shall be capable of allowing the zero degree location to be set at any location within 360 degrees) residual unbalance in ounce-inches.

3.9 Calibration. The vendor shall prepare a calibration procedure that tests the balancer and confirms it meets the operational specifications cited in 3.3.2. Preference is to use readily available commercial test equipment to perform the calibration. If necessary special fixtures or equipment may be used, but if so, they shall be supplied by the vendor as part of the contract. The vendor shall also prepare calibration procedure(s) that test the salient characteristics of any special fixtures and provide them to the government as part of this contract. Design specifications and calibration procedures for all items shall be prepared and supplied to the government for review and approval prior to manufacture of the balancer. All calibration processes and procedures shall comply with recognized standards and good metrology practice. In particular;

- a. Calibration shall be performed using NIST traceable standards using technically sound methods.
- b. Each calibration procedure supplied shall identify the equipment required to perform it by manufacturer, model, and nomenclature. The required range and accuracy of each pertinent characteristic shall be specified for each item.
- c. A sufficient number of tests shall be performed during calibration for each measurement parameter to ensure the balancer meets the above specifications throughout its working range. Typically, between 3 and 10 measurements are made for each parameter.
- d. A minimum Test Accuracy Ratio (TAR) of 4:1 will be maintained on all calibration tests.
- e. The cognizant technical code for calibration issues is NNSY Code 137, Metrology Engineering. Contact Scott Smith at (757) 445-8811 or [scott.c.smith3@navy.mil](mailto:scott.c.smith3@navy.mil) with any questions regarding this information.

3.10 Lifting /rigging. The equipment shall be provided with padeyes angled toward the centerline of the center of gravity for safe handling and transport by overhead crane. There shall be four padeyes located on the top of the machine and four padeyes located on the top of the cabinet, mounted on the structural frame which is attached to the base of the equipment. The lifting pad-eyes shall have a minimum 1 ½ inch diameter hole. The lifting pad-eyes shall be mild steel. The equipment, when suspended, shall hang as level as possible with the horizontal. The equipment shall be structurally sound such that it can withstand the compressive force generated

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by the lifting wire rope sling. Please refer to the section below for Requirements for Lifting with a Crane and Lifting Sketch Requirements. The contractor is required to design the padeyes such that no spreader bar is required. Two lifting sketches as identified in Enclosures (1) and (2) shall be photo engraved black lettering etched on aluminum and mounted on the equipment (machine and cabinet) with appropriate galvanized or stainless steel hardware so that the sketch does not fall off. A lifting sketch shall be mounted on the side of the equipment (machine and cabinet). The lifting padeyes and associated welding shall be N.D.T. inspected with magnetic particle testing in accordance with NAVSEA T9074-AS-GIB-010/271. Testing documentation shall be provided with the shipping papers for off loading and with each manual; see Technical Data. All fillet welds shall be sized per AISC 325 (American Institute of Steel Construction) minimum weld size. Joint efficiency shall be 100 percent. The equipment shall also be capable of being moved with a forklift.

3.11 Hour meter. The unit shall be equipped with a totalizing type hour meter. This shall be of the non-setting type and shall have a minimum range of 0 to 25,000 hours in increments of one hour. The least significant digit on the meter readout shall be one hour. Lesser increments are not acceptable. Upon reaching the maximum accumulative hours, the meter readout shall automatically revert to zero and continue to totalize time. The meter shall be designed to prevent the entrance of dust and moisture and shall be mounted to withstand shock and vibration generated by the equipment. The meter shall be located as to be readily visible, but not subject to abuse relative to the operating environment of the equipment.

3.12 Instruction plates. All markings on caution-warning plate, identification and lubrication plates, charts and instructions shall be in the English language. Alphanumeric characters shall be engraved, etched, embossed or stamped in bold face letters on a contrasting background.

3.12.1 Caution-warning plates. Corrosion resistant "Caution" or "Warning" plates shall be securely attached to the equipment in a visible location. Safety precautions to be observed by the operator or maintenance personnel shall be permanently marked on the plates.

3.12.2 Identification plate. A corrosion resistant metal nameplate shall be securely attached to the outer surface of the equipment without the use of adhesive tape or glues. The nameplate shall be visible from the operator's position. Alternate nameplate locations are acceptable only if equipment design will not permit mounting which is normally visible to the operator. The nameplate shall be engraved (not hand etched or stamped) with the captions listed below and the corresponding information for each caption. The characters shall be a different color than the face of the nameplate for ease of reading. If the equipment is a special model, the model designation shall include the model of the basic standard and a suffix identified in the manufacturer's permanent records. The captions listed may be shortened or abbreviated, provided the entry for each caption is clear as to its identity:

- a. Nomenclature
- b. Manufacturer's Name
- c. Manufacturer's Model Designation

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- d. Manufacturer's Serial Number
- e. Power Input (volts, total amps, phase, frequency)
- f. Contract Number or Order Number
- g. Date of Manufacture
- h. Navy Identification Number (To be provided by Norfolk Naval Shipyard after contract award and prior to delivery)

3.12.3 Lubrication Chart or Plate. A lubrication chart or plate shall be permanently and securely attached to the machine. The following information shall be furnished on the chart or plate:

- a. Point of lubrication
- b. Service interval
- c. Type of lubricant
- d. Viscosity

3.12.4 Special instructions plate. A corrosion resistant metal instruction plate shall be securely attached to the machine at a suitable location. The instruction plate shall describe any special or important procedures to be followed in operating and servicing the equipment.

3.12.5 Control panels, instruments, and plates. Wording and numbers on control panels, instruments, and plates shall be in the English language, permanently and legibly displayed in boldfaced characters on a contrasting background.

3.12.6 Modes of operation. An operating instruction plate, which specifies proper unit operation in all modes of operation.

3.12.7 Labeling-The gross weight of the machine and cabinet shall be stenciled on each side of the machine and cabinet in two inch high black lettering.

3.13 Inspection and non-destructive testing (NDT) methods. Inspection and non-destructive testing methods (per NAVSEA T9074-AS-GIB-010/271) shall be performed where applicable. Only personnel qualified in NDT will perform testing work (See Personnel Qualification and Certification in Non-Destructive Testing: SNT-TC-1A). Use of the latest methods and publications are expected unless otherwise indicated. Testing documentation shall be provided with the shipping papers for off loading and with each manual. Magnetic Particle Testing in accordance with MIL-STD 1907 and ASME E1444 shall be used on the equipment:

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3.14 Installation. Installation shall be the responsibility of the contractor and shall include all excavation, foundations, material, labor, etc. required to properly install and make the equipment operable at the destination. The government is responsible for off loading and locating the equipment within reach of a power source for electrical connection as well as locating the equipment in a suitable location for the manufacturer to conduct the operational test at destination and to conduct the training. The equipment and cabinet shall be on a skid when delivered to Norfolk Naval Shipyard.

3.15 Concrete Construction. Concrete construction shall conform to the requirements of ACI 301 and ACI 318 having a minimum ultimate compressive strength of 4,000 psi at 28 days. Cement shall conform to ASTM C 150, Type 2 or Type 4 and compressive strength at 7 days shall exceed 3,000 psi prior to placement of equipment on slab. Aggregate shall conform to ASTM C33, with 1 1/2 inch maximum size. Reinforcing steel shall conform to A706-GRADE 60. Calcium chloride shall not be used. Compressive strength tests shall be performed for one set of five specimens for each foundation pad. All sampling and testing shall be performed by an NPCA Certified Plant, Quality Control Department or the independent testing laboratory identified below. Accomplish work in accordance with ACI publications except as modified herein. Protect materials from contaminants such as grease, oil, and dirt.

McCallum Testing Laboratories  
Chesapeake Va.  
757-420-2520

3.15.1 Concrete pads (Foundation Pads). The contractor shall provide two concrete pads that are a minimum of 12 ft W x 12 ft L. The top surface of the concrete pad shall be three inches above the surrounding floor level tapered with the existing floor level to support a maximum propeller weight of 100,000 lbs based on an assumed allowable soil pressure of 1,000 psf or contractor may determine the actual soil pressure. The contractor will design two fully supportive reinforced concrete pads for total loads including equipment weight for bearing on soil. Contractor shall provide means of integral attachment of new slab to existing concrete floor along entire perimeter of new slab. Use of epoxy grouted anchors is acceptable, subject to approval of manufacturer's instructions. If piles are required, lumber shall not be used and piles shall be installed by non-vibratory methods.

3.15.2 Concrete. Contractor furnished mix design shall comply to ACI 211.1 and ACI 318M/318RM except as otherwise specified. The compressive strength ( $f'c$ ) of the concrete for each portion of the structure(s) shall be as indicated and as specified below.

<u>Location</u>	$f'c$ (Min. 28-Day Comp. Strength) (psi)	ASTM C 33 Maximum Nominal Aggregate (Size No.)	Range of Slump Inches
Pad 1	4,000	57	2-4
Pad 2	4,000	57	2-4

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Entrapped air shall be 3% or less.

a) Test cylinders. At least three test cylinders for each test age shall be made and cured in accordance with ASTM C 192/C 192M and tested in accordance with ASTM C 39 for 7 and 28 days. Test cylinders shall be stored on-site in similar conditions to the foundations.

### 3.15.3 Materials:

- a) Water - Water shall be fresh, clean, and potable; free from injurious amounts of oils, acids, alkalis, salts, organic materials, or other substances deleterious to concrete.
- b) Aggregate - Aggregates shall not contain any substance which may be deleteriously reactive with the alkaline in the cement.
- c) Admixtures - Do not use calcium chloride admixtures.

3.15.4 Placing Reinforcement and Miscellaneous Materials- ACI 301. Provide bars, wire fabric, wire ties, supports, and other devices necessary to install and secure reinforcement.

a) Reinforcement Supports - Place reinforcement and secure with galvanized or non corrodible chairs, spacers, or metal hangars.

b) Cover - ACI 301 for minimum coverage, unless otherwise indicated.

### 3.15.5 Surface Finishes Except Floor, Slab, and Pavement Finishes:

a) Defects - Remove minor honeycombs, pits greater than 1 square inch surface area or 0.25 inch maximum depth, or otherwise defective areas. Concrete with extensive honeycomb including exposed steel reinforcement, cold joints, entrapped debris, separated aggregate, or other defects which affect the serviceability or structural strength will be rejected, unless correction of defects is approved. The surface of the concrete shall not vary more than the allowable tolerances of ACI-MCP-4. Exposed surfaces shall be uniform in appearance and finished to a smooth broom finish unless otherwise specified.

b) Not Against Forms (Top of Walls) - Surfaces shall be finished with hand floats to even surfaces. Finish shall match adjacent finishes.

3.15.6 Curing and Protection. ACI 301 unless otherwise specified. Do not allow concrete to dry out from time of placement until the expiration of the specified curing period. Do not use membrane-forming compound.

a) Fog Spraying or Sprinkling-Apply water uniformly and continuously throughout the curing period.

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### 3.15.7 Field Quality Control:

a) Sampling per ASTM C 172. Collect samples of fresh concrete to perform tests specified. ASTM C 31/C 31M for making test specimens.

#### b) Testing:

1) Slump Tests - ASTM C 143/C 143M. Take concrete samples during concrete placement. Perform tests at commencement of concrete placement, when test cylinders are made, and for each pad (minimum) or every 10 cubic yards (maximum) of concrete.

2) Compressive Strength Tests-ASTM C 39. Make five test cylinders for each set of tests in accordance with ASTM C 31/C 31M: Precautions shall be taken to prevent evaporation and loss of water from the specimen. Test two cylinders at 7 days, two cylinders at 28 days, and hold one cylinder in reserve for each foundation pad. For the entire project, take no less than two sets of samples and perform strength tests for each pad of concrete placed. Each strength test result shall be the average of two cylinders from the same concrete sample tested at 28 days. If the average of any strength test results is less than  $f'c$  or if any strength test result falls below  $f'c$  by more than 500 psi, take a minimum of three ASTM C 42/C 42M core samples from the in-place work represented by the low test cylinder results and test. Concrete represented by core test shall be considered structurally adequate if the average of three cores is equal to at least 85 percent of  $f'c$  and if no single core is less than 75 percent of  $f'c$ . Remove concrete not meeting strength criteria and provide new acceptable concrete. Repair core holes with non shrink grout.

3.15.8 Power at pads. Per 3.4, if the equipment requires 480V power, then contractor shall provide underground power feed from nearest available source with electrical stub at each foundation pad.

3.15.9 Existing site. The contractor shall completely research the existing site and gain complete knowledge of the existing conditions and electrical sources. Subsurface drawings are available at Norfolk Naval Shipyard for contractor review. NNSY will clear the work site of all equipment, debris, and loose material prior to contractor beginning work on the foundation. The contractor shall be responsible for abiding by any additional requirements imposed on the contractor by Norfolk Naval Shipyard as a result of the review and approval of drawings.

- a. The contractor will be responsible for identifying what is under the floor (i.e., utilities, etc.) for the effected area.
- b. Demolition of existing floor shall meet sampling requirements of NNSY Code 106 prior to the start of work. Samples of concrete are required prior to saw cutting or demolition work that may cause airborne particulates. Excavation requirements are per Enclosure (4).
- c. The contractor will be responsible for the demolition of the existing floor and to prepare a new foundation per contractor's certified drawing approved by Norfolk Naval Shipyard. The contractor shall provide all excavation, earth moving equipment, lifting, and transport equipment as required for the job.

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d. The contractor will be responsible to re-route existing underground utilities as required to place the new concrete pads. The contractor shall coordinate the outages per Note 4, Installation Responsibilities. The contractor shall research and provide a list of all mechanical utilities, facilities, and equipment that are affected by all required outages, as part of the design. For electrical work, the contractor shall research and provide a list of all circuits, equipment and areas that are affected by all required outages, as part of the design. All electrical work shall be performed on de-energized equipment and wiring: no "Hot" work is allowed.

e. Prior to the start of any excavation work, the contractor shall construct a containment around the excavation site to minimize dust. With prior Code 106 approval, contractor can use wetting to minimize dust in lieu of containment. The contractor shall remove from the work site and dispose of all construction waste in accordance with applicable laws and regulations, including local Authority or Installation regulations per Code 106 direction.

3.16 Installation of equipment. The contractor shall complete the installation of the two concrete pads prior to delivery of the equipment. Norfolk Naval Shipyard will set the machine on the foundation and the contractor will level the machine and connect power.

3.17 Hot Work Permit. The contractor shall be responsible for obtaining a Hot Work Permit from the Norfolk Naval Shipyard Fire Department, phone number (757) 396-3333 prior to any burning or welding. When using a grinder for grinding allowed metal, no hot work permit shall be required as long as the diameter of the grinding wheel does not exceed three inches. Should the contractor decide to use a grinder with a grinding wheel that exceeds 3 inches in diameter, the contractor shall be required to obtain a Hot Work Permit.

3.18 Space and equipment requirements. The contractor shall identify space requirements and equipment requirements necessary to perform work for approval by Norfolk Naval Shipyard.

3.19 Storage and debris. During the process of the work, the contractor shall confine his apparatus, storage of materials, and the operation of his personnel within reasonable limits as specified by the receiving activity. The receiving activity will designate a suitable storage area. All equipment and unused materials shall be removed from the premises upon completion of work. The premises shall be kept satisfactory to the receiving activity.

3.20 Waste management. Any waste generated at Norfolk Naval Shipyard is Norfolk Naval Shipyard's cradle to grave responsibility. A contractor shall be aware of how his job's waste is to be handled per Enclosure (4).

3.21 Technical data. All documentation shall be shall be written in the English language and be grammatically correct. The equipment shall require five (5) identical sets of technical data (1 set in hard copy form and 4 sets on a compact disc). The technical data shall consist of as-built drawings of the equipment and foundation pads, and schematics covering operating instructions, maintenance instructions, parts breakdown schematics, electrical schematics, lubrication points, gauges/instruments calibration results, NDT and magnetic particle test results, and parts list showing part numbers shall be required. Also, the warranty, calibration procedures with

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calibration test equipment, audible noise test results, foundation pad design calculations, concrete mix design data and laboratory reports, slump tests, compressive strength tests, and energy control summary shall be required. A suggested spare parts list to cover maintenance and servicing during the first year of operation with manufacturer's name and part number shall be provided. One copy of the software shall accompany the equipment. Engineering drawing practices shall conform to ASME Y14.5M. All technical material (including fold up schematics and drawings) shall be bound and/or held together by loose-leaf binders. Clear loose-leaf sheet protectors (with an opening at top only) are acceptable for inserting fold up schematics and drawings in a loose-leaf binder. The title block to each schematic and drawing shall be showing and readable without unfolding or removing from a manual. All technical material shall be legible and not require magnification to read. All five sets shall accompany the equipment at time of delivery. The manufacturer's equipment serial number shall be identified on the technical data.

3.21.1 Advance engineering package. Within ninety (90) days after award of the contract, the contractor shall provide an advance engineering package in hard copy for review and approval by the government before production begins. The contractor shall provide four identical sets of the advance engineering package to the contracting officer. The advance engineering package shall include, but not be limited to, the following:

a) Detailed fabrication drawings with electrical, structural, mechanical, welding, control layout, etc. with complete parts list. The drawings shall include a layout of the entire system in three (3) views.

b) Design calculations. Certified design calculations for the foundation pads and certified foundation pad drawings (formwork and reinforcing steel) shall be provided. Formwork drawings shall show detail of formwork including; joints, supports, studding and shoring. Reinforcing steel drawings shall indicate assembly diagrams, splicing and laps of bars, shapes, dimensions, and details of bar reinforcing, accessories, and concrete cover.

c) Lifting/rigging diagram. A lifting/rigging diagram per Enclosures (1) and (2) shall be provided for the machine and the cabinet. Design calculations along with a letter that states that the requirements of Item 1 under Enclosure (1)-Requirements for Lifting with a Crane have been met.

d) A calibration procedure that tests the balancer and a calibration procedure that tests the calibration equipment or special fixtures shall be supplied as per 3.9.1. The procedures shall be in the English language.

e) An Energy Control Summary per Enclosure (3) shall be provided.

f) Operational and performance test procedures. Two copies of the manufacturer's in-process inspection, warm-up procedures, standard performance, and operational test procedures shall be submitted with the initial proposal for review and acceptance by the facility representative. All technical material shall be legible and not require magnification to read or to review. Components on drawings shall be clearly identified. NNSY will review and approve or

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disapprove the advance engineering package within 30 days after receipt. No material procurement or manufacture of the propeller balancer or foundation work is to commence until approval by NNSY in writing.

3.22 Test and evaluation report. The contractor shall prepare a test and evaluation report (MIL-STD-831; Test Reports) for those tests specified in 4.6.1 and 4.7.2. The report shall be detailed enough to cover the full operation of the equipment and all of its components. Test reports shall be submitted to the contracting officer two days after the Test at Origin.

3.23 Concrete mix design submittal. Thirty days prior to concrete placement, submit a mix design for each strength or type of concrete. Submit a complete list of materials including type; brand; source and amount of cement, fly ash, pozzolans, silica fume, ground slag, and admixtures; and applicable reference specifications. Provide mix proportion data. Submit copies of laboratory test reports showing that the mix has been successfully tested to produce concrete with the properties specified and that mix will be suitable for the job conditions. Submit proof that the concrete production facility has had a record of at least 10 consecutive successful mix design tests.

3.24 Compressive strength test and slump test submittals. The contractor shall submit test results within seven days of performing compressive strength test and slump tests.

3.25 Start-up. Start-up of the equipment at Norfolk Naval Shipyard shall commence not later than 14 days after delivery in Building 163. The start-up of the machine by the manufacturer shall as a minimum consist of the following:

- a. Inspect the machine and cabinet
- b. Ensure the machine is properly leveled
- c. Check the machine calibration
- d. Run time (see 4.6.1)

3.26 On site training. On site training shall commence within 14 days after receipt of the equipment by NNSY. The services of a qualified representative shall be provided to train personnel at NNSY. The representative shall be an American citizen of good standing and repute. The training period shall not be less than two consecutive workdays to instruct personnel of the journeyman mechanics level in the proper operation (proper machine setup, remote control station operation, software features if applicable, etc.) and maintenance of the equipment. The training shall include an operational test. The contractor shall provide ten hard copies of the training literature (operations and maintenance manual) in the English language.

3.26.1 Training coordination. The contractor shall coordinate the training schedule with contracting officer and NNSY customer point-of-contact: Jennifer Clark at NNSY; 757-396-8164 or C980 alternate representative if Jennifer Clark is unavailable at 757-396-8925.

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#### 4.0 QUALITY ASSURANCE PROVISIONS

4.1 Responsibility for inspection. The contractor is responsible for the performance of all inspection requirements (examinations and tests) as specified herein.

4.2 Responsibility for compliance. All items shall meet all requirements of Sections 3, 4, and 5. The inspections set forth in this specification shall become a part of the overall inspection system or quality program. The absence of any inspection requirements in the specification shall not relieve the contractor of the responsibility of ensuring that all products or supplies submitted for acceptance comply with all requirements. The contractor may utilize his own facility or any other commercial facility acceptable to the government. The government reserves the right to perform any of the inspections set forth in the specification where such inspections are deemed necessary to assure supplies and services conform to the prescribed requirements. When required, the contractor's measuring and testing equipment shall be made available for use by the Government representative to determine conformance of product with contract requirements.

4.3 Classification of inspections. The inspection requirements specified herein are classified as follows:

- a. Quality Conformance Inspection (see 4.6)
- b. Acceptance test (see 4.7)

4.4 Inspection conditions. All inspections, tests, and examinations shall be performed in an indoor facility with ambient conditions of 55 degrees F to 100 degrees F and 10 percent to 95 percent relative humidity.

4.5 Examination. The equipment shall be examined for design, dimensions, construction, materials, components, electrical equipment, workmanship and all other requirements to determine compliance with this specification.

4.6 Origin inspection. Quality Conformance Inspection shall be applied at origin to each item being offered under this specification. Quality Conformance Inspection shall consist of the inspection in 4.2, the examination in 4.5, all tests under 4.6.1 and 4.7.2. Operational test at origin (4.6.1) shall be performed by a qualified factory representative on the equipment and witnessed by a NNSY C980 or other designated representative. The government reserves the right to waive a representative at the Test at origin. The machine shall pass the examination, all tests, the inspection, and the audible noise test to be accepted.

4.6.1 Test at origin. The equipment shall be operated for a time frame of not less than sixteen (16) hours to properly verify the successful operation of the equipment and all of its component parts, relative to the design, construction and per conformance criteria established in the design requirements.

4.7 Final inspection/acceptance test. Final acceptance testing shall be performed on machine to ensure conformance with this specification. The final acceptance test shall be performed only

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after the machine is located at the final location. The final acceptance test shall consist of the examination in 4.5, and all tests in 4.7 through 4.7.2, to be accepted. Final acceptance of the supplies furnished shall be made at destination by government within 30 days after all acceptance requirements have been met. Acceptance shall be based upon satisfactory completion of the examination and tests at destination.

4.7.1 Test at destination. The equipment shall be operated for a time frame of not less than four hours to properly verify the successful operation of the equipment and all of its component parts, relative to the design, construction and per conformance criteria established in the design requirements.

4.7.2 Audible Noise Test. The equipment shall be tested in such a manner as to determine conformance with 3.1.3. For each measurement, the microphone shall be located on a straight line which is perpendicular to the sound source being measured at the specified distance of three (3) feet. The measurements shall be measured on the "A" weighted scale of a standard Type II sound level meter. The contractor shall provide test report to verify that the equipment meets the audible noise levels (see 3.1.3).

5.0 STANDARD COMMERCIAL WARRANTY. The contractor shall extend to the government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the government. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the contract. The warranty shall cover a period of 12 months.

## 6.0 SHIPPING INFORMATION

6.1 Preparation of delivery. Prior to packaging for delivery, the equipment shall be cleaned, drained if necessary and all open components covered to prevent damage.

6.2 Packaging and packing. The supplies shall be preserved, packaged and shipped in accordance with ASTM D-3951 (Standard Package for Commercial Packaging).

6.3 Packing. Material shall be packed for shipment in such a manner that will insure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules or Regulations of other carriers as applicable to the mode of transportation.

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### INSTALLATION RESPONSIBILITIES

Government	Contractor	
------------	------------	--

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | a. Provide and install foundation pads in accordance with the requirements of this specification.   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | b. Furnish labor and material handling equipment for off-loading and placing item on foundation.  |
| N/A, machine is not                 |                                     | permanently affixed to the foundation.  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | c. Set and rough level the machine on its foundation.   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | d. Level and align machine.   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | e. Connect machine to the provided utilities hook-up.   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | f. Provide all necessary materials, tools, gages and instrumentation necessary to perform the required tests.   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | g. Provide and charge all systems with fluids in accordance with manufacturer's instructions.   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | h. Propeller will be provided for performance testing at Government facility. If propeller is not available, then the machine will be operated without the propeller. |

### GOVERNMENT RESPONSIBILITIES

Provide unobstructed utilities hook-up within 20 feet of machine.

#### NOTES:

- ON-SITE REGULATIONS. The contractor shall comply with all regulations, including safety practices, environmental directives and security clearance restrictions governing the operation of the premises. Installation shall be performed in a manner not to unreasonably interrupt or interfere with the receiving activity's normal business routine. Work performed outside the normal working hours of the receiving activity shall be done only with written approval of the receiving activity and at no additional cost to the Government.
- FACILITIES. Electricity, water, and toilet facilities required during installation will be provided by the receiving activity.
- PROTECTION OF GOVERNMENT PROPERTY. During execution of the work, the contractor shall protect Government property. The Contractor shall return areas damaged as a result of negligence under this contract to their original condition at no cost to the Government.

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4. UTILITY OUTAGES. If any utilities or other services must be disconnected (even temporarily) due to scheduled contract work, the Contractor shall coordinate with the Norfolk Naval Shipyard technical point of contact. Outages require at least 15 days advance notice to arrange.

5. EXCAVATION SAFETY. Provide appropriate lighted safety barricades around all excavations. Lighted barricades shall be placed at each corner of an excavation and spaced not greater than 8 feet between each barricade. Areas between barricades shall be roped off from barricade to barricade with a reflective type tape.

6. ADMITTANCE TO THE WORK SITE. Upon contract award, employees or representatives of the Contractor will require access to the Receiving activities Controlled Industrial Area (CIA) and shall be admitted to the work site only after they have been issued a Security Pass/ID Badge. Access to The receiving activities Controlled Industrial Area (CIA) is restricted as follows:

a. Contractor personnel requiring access into the CIA will be required to provide personal background information to the extent necessary to obtain a Security Pass/ID Badge.

b. Within one week prior to start of work, each employee or representative of the Contractor requiring access to the work site shall submit to a security background check.

c. The Government will provide a standard background information data form. This form can be obtained from the Contracting Officer or the Receiving Activity Point of Contact.

d. Each person shall complete and submit a set of forms for processing.

e. Each person will be required to provide proof of U.S. citizenship prior to entry. Each individual will need to present a signed and certified copy of the Employment Eligibility Verification, Form I-9 (Rev. 05/31/05)Y, which was submitted with the individuals employment application. The Shipyard Pass Office will use the Form I-9 to further verify base access eligibility. Please note that a base pass will not be issued without a signed and certified copy of the individuals Form I-9.

f. It shall be the Contractor's responsibility to collect and account for all Security Pass/ID Badges issued to their personnel at the expiration of the contract or when access is no longer required.

g. Foreign Nationals or Affiliations - Foreign Nationals (non U.S. Citizens) or persons affiliated with, or employed by, a foreign, or foreign owned company will not be granted access to the CIA.

7. WORK PERMIT. The contractor shall coordinate with the Norfolk Naval Shipyard technical point of contact to obtain a work permit prior to the start of any work. The work shall be adequately described by the contractor in drawings and/or descriptions to adequately convey how the work will impact NNSY facilities. The contractor should allow one month to receive the work permit.

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8. RESTRICTIONS

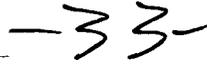
- a. Parking - Vehicles and equipment required by the Contractor to complete this contract shall be registered with Government Security.
- b. Vehicle passes and permits may be obtained through the Receiving Activity Pass Office/Parking Control.
- c. Contractor vehicles shall be marked on the outside with the company name or logo or both. Failure to comply will result in ticketing and/or loss of vehicle privileges.
- d. Regular Working Hours - All work is to be performed during the receiving activity's regular work hours from 7:30 a.m. to 4:00 p.m., Monday through Friday except for Federal Holidays. If the Contractor desires to work on Saturdays, Sundays, holidays, or outside the regular or specified hours/days, the Contractor shall submit a request to the receiving activity POC for approval a minimum of two (2) working days prior to the anticipated work date. In no event shall a Contractor carry on work outside the hours and days specified in the contract without prior approval.
- e. Restricted Colors - The Government uses the colors magenta, yellow, red and blue to identify specially controlled materials. The Contractor is specifically prohibited from using magenta, yellow, red or blue colored plastic wrapping materials or bags, tape, or other covering materials.
- f. Radio Restrictions - Operation of privately owned citizens band or amateur radio equipment (receive and transmit) within the geographic limits of the Government is prohibited. All radio equipment installed in privately owned motor vehicles shall be turned off upon entering the Government premises.
- g. Privately Owned Personal Computers - The use of privately owned personal computers by contractor personnel at the receiving activity is restricted.
- h. Photography/Recording - Contractor personnel are prohibited from having photographic equipment, tape recorders, or other recording devices in their possession while inside the Government Controlled Industrial Area (CIA).
- i. Cell Phones - Contractor personnel are prohibited from having cell phones with photographic or other recording devices in their possession upon entering the Government premises.

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## Requirements for Lifting with a Crane

1. The equipment shall be outfitted with suitable attachments for overhead lifting.
  - 1.1 For multiple point lifts, each lifting attachment shall be capable of supporting one half the gross weight of the equipment with a design factor of five to one based on ultimate strength. For single point lifts the lifting attachment shall be capable of supporting the gross weight of the equipment with a design factor of five to one based on ultimate strength.
  - 1.2 For multiple point lifts each lifting attachment shall be designed to accept a standard anchor shackle (Federal Specification RR-C-271D, type IVA) which is capable of supporting one half the gross weight of the equipment. For single point lifts the lifting attachment shall be designed to accept a standard anchor shackle (Federal Specification RR-C-271D, type IVA) which is capable of supporting the gross weight of the equipment.
  - 1.3 Lifting attachments shall be such that the attachments and shackles are not side loaded more than 10° out of the plane of the attachment unless specified by the manufacturer. Lifting attachments shall be located such that the lifting slings do not contact the equipment, or alternatively a spreader beam certified to NAVFAC P-307 shall be provided. Whenever practical, the lifting attachments shall be located above the center of gravity, and such that the lifting slings do not contact the equipment housings.
  - 1.4 Where multiple point lifting attachment points and/or tie-down points exist (i.e., forklifts and aerial platforms), each lifting attachment shall be conspicuously marked or identified.
2. The equipment shall be marked in a prominent location with the gross weight. Marking shall include the units (pounds).
3. The equipment shall be provided with a lifting sketch / rigging diagram that meets the requirements of Enclosure 2.
  - 3.1 The lifting sketch shall detail any specific requirements and / or configurations that shall be met prior to lifting (i.e. "engage swing lock", "Tilt mast back fully", "Rotate lifting basket over side", "Utilize 10' minimum length slings", and "Spreader beam required").
  - 3.2 The lifting sketch shall include the location of the equipment center of gravity dimensioned on the sketch, equipment model/manufacturer, and gross weight.
  - 3.3 A copy of the lifting sketch shall be provided with the equipment and copies shall be forwarded to the contract originator and Code 714 (396-3345/ 3346). The lifting sketch shall be posted on the equipment and attached with appropriate hardware so that the sketch does not fall off. The lifting sketch shall be photo engraved black lettering etched on aluminum.
4. If specialized handling gear, other than shackles, standard slings, or chain hoists, is required (i.e., spreader beams and special lift rigs), the contractor shall provide it unless NNSY previously agrees to furnish this gear.
5. Sand hoppers, tubs, or other containers that may contain material shall be marked with the empty and full weight (or alternatively the empty weight and safe working load).

Enclosure 1



### Lifting Sketch Requirements

Lifting sketches, as a minimum, shall identify the following:

1. The weight of the load.
2. The location of the center of gravity dimensioned on the drawing.
3. The minimum capacity / length of slings.
4. The minimum capacity of other standard rigging gear.
5. The attachment (lifting) points for the load
  - a. The attachment points for multiple leg lifts shall be sized such that each attachment point can support half the load's weight at the anticipated lift angle.
  - b. The attachment point for single leg lifts shall be sized such that the attachment point can support the entire load's weight.
6. Limitations on allowable orientations for any parts making up the lifting assembly.
7. For single leg vertical lifts using twisted rope (wire or synthetic), two parallel ropes each capable of supporting the entire load alone shall be required unless a method is used to prevent unlaying the rope.
8. A minimum D/d ratio of one shall be required where wire rope slings pass over any object, or in the eyes of wire rope slings. A minimum D/d ratio of two shall be required where synthetic rope slings pass over any object, or in the eyes of synthetic rope slings.
  - a. "D" represents the diameter of the object the sling passes over.
  - b. "d" represents the diameter of the sling.
  - c. Table 14-3 of NAVFAC P-307 lists efficiency factors at various D/d ratios.
9. Components in each handling assembly shall be sized based on the worst case distribution of loads.

Note: When making a two, three, or four point lift, the handling gear shall be sized so that two legs can support the load without exceeding the safe working load (SWL) at the lift angle expected, unless an equalizing method is used.

10. When non standard gear is required (i.e. round stock lifting bars) written instructions shall be provided that ensure:
  - a. The proper material is being used,
  - b. The item is certified.
  - c. Any special requirements or dimensions are followed to ensure that engineering assumptions are met (i.e. eccentricity of the bearing points).

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## ENERGY CONTROL SUMMARY SPECIFICATION

The manufacturer shall provide a summary sheet from their standard commercial technical manual that identifies the section and/or page in the technical manual that addresses the following items below for the energy control summary.

### Energy Control Summary:

1. Identification of all hazardous energy sources:
  - a. Mechanical
  - b. Electrical
  - c. Hydraulic
  - d. Pneumatic
  - e. Chemical
  - f. Laser
  - g. Radiation
  - h. Thermal
  - i. Natural Gas
  - j. Stored or residual energy such as electrical capacitors, elevated movable components, springs, etc.
  - k. Potential energy such as counter weights, etc.
  - l. Other
2. Isolation of the energy source that identifies sequence of steps to follow for energy isolation and sequence of steps required to remove isolation devices
3. Lockout/tag-out guidelines
4. Shutdown and start-up procedures
5. Any special health, safety or environmental precautions which shall be followed
6. Equipment configurations which shall be performed prior to maintenance
7. Servicing/Preventive maintenance and lubrication schedule (inspections, daily, monthly, etc.)
8. Replacement and/or recommended spare parts listing

NNSY will use this information to develop an Energy Control Procedure in accordance with 29 CFR 1910.147, OSHA's Energy Control Standard, to bring the machine or equipment to a zero energy state while servicing and/or maintenance is being performed. If there is an item above that is not included in the standard commercial technical manual, then please indicate as such.

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*Enclosure 4 is only required when part of the contractors scope of work includes on-site demolition and/or waste management and disposal. This appendix is to be included unchanged unless directed otherwise by C/106.*

SCOPE

1. This appendix is intended to provide Contractors personnel with information which reflects government environmental and safety issues they may incur during their work at Norfolk Naval Shipyard, Portsmouth, VA.

APPLICABLE DOCUMENTS

2. The following documents form a part of this appendix to the extent specified herein. Unless otherwise indicated, the issue in effect on the date of an invitation for bids or a request for proposals shall apply.

Code Of Federal Regulations

- |             |  |
|-------------|--|
| 29 CFR 1910 | Occupational Safety and Health Standards       |
| 29 CFR 1926 | Safety and Health Regulations for Construction |
| 40 CFR 261  | Identification and Listing of Hazardous Waste  |

(Application for copies should be addressed to Superintendent of Documents, Government Printing Office, Washington, DC 20402)

ENVIRONMENTAL

3. Contractors working at the receiving activity are required to perform their work in compliance with all Federal, State, and local regulations pertaining to the environment.

3.1 The contractor shall coordinate all environmental protection matters with the Contracting Officer. The Activity Environmental Protection Coordinator or other authorized officials may inspect any of the facilities operated or maintained by the Contractor at any time and without prior notice.

3.2 If a regulatory agency assesses a monetary fine against the Government for violations resulting from Contractor actions, the Contractor shall reimburse the Government for the amount of the fine and related costs.

3.3 The Contractor will clean up any oil or chemical spills resulting from work operations at no expense to the Government. The contractor shall not create a nuisance or hazard to the health of military or civilian personnel.

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## DEFINITIONS - TECHNICAL

4.1 Contractor. The term Contractor refers to both the prime Contractor and subcontractors. The prime Contractor shall ensure that his/her subcontractors comply with the provisions of this contract.

4.2 Hazardous Material (HM). Any material which, by virtue of its potentially dangerous nature (e.g., toxic, flammable, corrosive, oxidizing, irritating, sensitizing, reactive), requires controls in its use, packaging, handling, storage, or stowage, to assure adequate safety to life and property. This definition is intended to apply to proprietary industrial, commercial, or locally prepared blends, mixtures, formulations, or compounds of gases, liquids, and solids intended for use at the job site.

4.3 Hazardous Waste (HW). Any material that:

- a. Is regulated as a Hazardous Material per 49 CFR 173.2, or
- b. Requires a Material Safety Data Sheet (MSDS) per 29 CFR 1915.99 or 29 CFR 1910.1200
- c. During end use, treatment handling, packaging, storage, transportation, or disposal meets or has components which meet or have potential to meet the definition of a Hazardous Waste as defined by 40 CFR 261 Subparts A, B, C, or D.

4.4 Solid Waste (SW). Any discarded material that is abandoned by being disposed of, burned or incinerated, recycled or considered "waste-like." A solid waste can physically be a solid, liquid, semi-solid, or container of gaseous material.

## HANDLING AND DISPOSAL OF WASTE

5.1 The receiving activity is the owner of all waste (hazardous or otherwise) generated within its facilities. This includes waste generated by contractor personnel while working at the receiving activity.

5.2 Waste Identification And Designation. Any item or material not incorporated into the project and not reusable will be considered a waste. The Contractor is responsible to identify all waste to be generated or produced by their performance of this contract.

5.3 Non-Hazardous Waste. The Contractor shall dispose of debris and rubbish resulting from the work under this contract.

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5.4 Hazardous Waste. The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act and all other applicable federal, state and local laws and regulations. No on-installation disposal of hazardous waste is allowed. All NNSY hazardous waste in Contractor provided containers by NNSY Code 106.3.

5.4.1 Hazardous Material Use. The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.

5.5 Hazardous Material/Hazardous Waste. The Contractor shall provide and maintain for the life of the contract, environmental protection as defined. Plan for and provide Environmental Protective measures to control pollution that develops during the normal course of work. Plan for and provide environmental protective measures to correct conditions that develop during the normal course of work. Comply with Federal, State and Local regulations pertaining to the environment, including but not limited to water, air and noise pollution. Ten days after the award of the Contract, the Contractor shall meet with the Contracting Officer to discuss the proposed Environmental Protection Plan and to develop mutual understanding relative to the details of environmental protection, including measures for protecting natural resources, required reports, and other measures to be taken.

5.6 Hazardous materials (HM) to be brought onto the station. Any Hazardous materials planned for use on the station shall be included in the station Hazardous Material Tracking Program maintained by the Safety Department. To assist this effort, the Contractor shall submit a list (including quantities) (see Attachment B-1) of HM to be brought to the station and copies of the corresponding material safety data sheets (MSDS). All hazardous material shall be properly labeled in accordance with OSHA requirements. This list shall be submitted to the Contracting Officer. At project completion, the Contractor shall remove any hazardous material brought onto the station from the site. The Contractor shall account for the quantity of HM brought to the station, the quantity used or expended during the job, and the leftover quantity, which (1) may have additional useful life as a HM and shall be removed by the Contractor, or (2) may be a hazardous waste, which shall then be removed as specified herein.

5.7 Hazardous waste (HW) generated. The Environmental Protection Plan shall list and quantify any HW to be generated during the project

5.8 Storage of hazardous waste. In accordance with station regulations, hazardous waste shall be stored near the point of generation up to a total quantity of one quart of acutely hazardous waste or 55 gallons of hazardous waste. Any volume exceeding these quantities shall be moved to a HW permitted area within 3 days. Prior to generation of HW, contact the Contracting Officer for labeling requirements for storage of hazardous wastes. The Contractor's Environmental Coordinator is responsible to contact Code 106 for waste pick up.

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5.9 Hazardous Material Use. With respect to hazardous materials, safety program shall include provisions to deal with hazardous materials, pursuant to the Contract Clause "FAR 52.223-3, Hazardous Material Identification and Material Safety Data" In addition to FAR 52.223-3, the plan shall consist of:

- a. An index of hazardous materials to be introduced to the site;
- b. Plan for protecting personnel and property during the transport, storage and use of the materials;
- c. Procedures for spill response and disposal;
- d. Material Safety Data Sheets for materials listed in the index of the plan and not required in the technical section of the specification. Post Material Safety Data Sheets at the worksite where the products will be used. Material Safety Data Sheets meeting the requirements of 29 CFR 1910.1200 shall be submitted for all Title 29 Part 1910.1200 used on this project. The Material Safety Data Sheets shall be submitted to the Shipyard Occupational Safety, Health, and Environment Officer (Code 106), located in Building M-22, 3<sup>rd</sup> floor at NNSY prior to the hazardous chemical/materials being brought into the Shipyard.
- e. Approved labeling system to identify contents an all containers on site.
- f. Personnel training plan.
- g. Evidence of compliance with 29 CFR 1910.1200 requirements.
- h. Each hazardous material shall receive approval prior to bringing onto the job site or prior to any other use in conjunction with this contract. Allow a minimum of 10 working days for processing of the request for use of a hazardous material. Any work or storage involving hazardous chemicals or materials shall be done in a manner that will not expose shipyard employees to any unsafe or unhealthful conditions. Adequate protective measures shall be taken to prevent shipyard employees from being exposed to any hazardous condition that could result from the work or storage. Approval by the Contracting Officer of protective measures and storage area is required prior to the start of work.

5.10 Unforeseen Hazardous Material. All known hazardous materials are indicated on the drawings. If additional material that is not indicated on the drawings is encountered that may be dangerous to human health upon disturbance during construction operations, stop that portion of work and notify the Contracting Officer immediately. Intent is to identify materials such as PCB, lead paint, and friable and non-friable asbestos.

Within 14 calendar days the Contractor will determine if the material is hazardous. If the material is not hazardous or poses no danger, the Government will direct the Contractor to

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proceed without change. If the material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."

5.11 Waste Analysis. The Contractor shall assume responsibility for properly determining waste identification, including responsibility to perform analysis if necessary, so that the proper Department of Transportation (DOT) shipping name can be determined for disposal of wastes. This requirement may be accomplished by the use of contractor acquired laboratory services or by the NNSY laboratory. If the NNSY laboratory performs the sampling the Contractor will provide a Sampling Request form Attachment B-2 to Code 106.323.

5.12 HW Turn In for Disposal. The Contractor Shall:

a. Coordinate with the NNSY Environmental Coordinator prior to and during the generation of HW to determine requirements for collection, packaging, and labeling of the waste in question.

b. Prepare HW for turn in as instructed by the NNSY Environmental Coordinator.

c. Coordinate with the NNSY Environmental Coordinator and ensure HW is transferred to a storage site approved by NNSY Code 106.322 within 3 days of process completion or accumulation in excess of 55 gallons. THIS TRANSFER OF HW WITHIN THE REQUIRED 3 DAY TIME FRAME SHALL OCCUR WITHOUT EXCEPTION.

5.13 Excavation Requirements. Disturbance of soils at work areas may require sampling for disposal and specific requirements for handling of excavated material. Prior to beginning work operations advise Code 106.31 (396-7231), via pre-work package, of any work operations involving soil excavation within the specified areas. Code 106.31 should be notified in all instances where unforeseen or unusual subsurface conditions or materials are encountered, regardless of the location within the Shipyard. When such conditions are encountered the contractor will stop work until approval to proceed is obtained from Code 106. Sampling results will be incorporated into the contractor's Environmental Management Plan.

5.14 Sampling. The following sampling requirements shall apply:

a. Sampling is not required if 100 % of the excavated soils is returned to the excavated area.

b. Sampling is required for generated soil waste and shall be performed as described in the paragraph entitled, "Sampling and Analysis and Evaluation of HW." Sampling results shall be incorporated into the Environmental Management Plan. Delineated soil samples as follows:

1) Small quantities/areas (less than 2 cubic yards) require a single sample.

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2) Large quantities/areas (greater than 2 cubic yards) required multiple samples.

5.15 Soil Storage Management. Soil storage areas shall meet the requirements of Attachment B-3 when greater than 2 cubic yards of soil is expected to be stored over a 24 hour period. When indicated by the results of the sampling plan hazardous and non hazardous waste will be kept segregated.

5.16 Soil Disposal. Soil shall be characterized for disposal as follows:

a. Small quantities/areas (less than 2 cubic yards) require a single sample which shall be used to determine contractor/ NNSY disposal.

b. Large quantities/areas (greater than 2 cubic yards) require multiple samples which shall be used to determine the contractor/NNSY disposal as follows:

c. All sample results are non-hazardous, the contractor shall be responsible for containerization and disposal.

d. All sample results are hazardous, the contractor shall be responsible for loading NNSY provided disposal container for disposal by NNSY.

e. Sample results are mixed, (non-hazardous and hazardous), within 21 days prior to completion of work the notify Code 106.31 there will be soil remaining. As soon as practicable the contractor shall obtain a TCLP metals composite sample and provide composite sample results of remaining soil to Code 106.31. Sample results will determine disposal requirements.

5.17 Spill Prevention, Containment, and Clean-up. The Contractor shall contain, clean up, and report all spills on Government property in a manner that complies with applicable federal, state, and local laws and regulations or otherwise stated herein, and the installation spill control plan as specified at no cost to the Government.

5.18 Water Pollution Control.

a. Discharges/flushes to the river, storm drainage system, utility tunnels, sanitary sewerage system, and Dry-dock shall be strictly controlled to maintain compliance with various NNSY operating permits.

b. Precautions shall be taken to prevent fuels, oils, paints, thinners, paint chips, dust or related debris from entering the river or storm drain system or dry dock de-watering system.

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## HOUSEKEEPING REQUIREMENTS AT NNSY

a. Many safety and fire hazards are caused by cluttering areas, passageways, and spaces with debris and material during work. Work areas shall be cleaned as a minimum, at the end of each shift. All dust or dirt producing operations shall be contained to the space/area of the work by using methods such as engineering controls (e.g., exhaust ventilation), shrink wrap, containments, temporary boundaries, etc. Take prompt corrective actions upon notification by the COR of unacceptable operations/conditions that degrade cleanliness. At the discretion/direction of the COR, operations may be suspended until proper corrective actions have been accomplished to return the space, area or equipment/component to the level of cleanliness that was originally established. Should the contractor fail to comply, additional contractual remediation efforts will be initiated to effectively rectify the situation in a timely manner.

b. Work areas open to the environment shall be cleaned as a minimum, at the end of each shift to minimize the possibility that spent abrasives, paints, solvents, cleaners, anti-corrosive compounds, paint chips, scrap metal, trash, garbage, petroleum products or other debris will be released to the environment.

c. The contractors shall provide trash receptacles as necessary to maintain good housekeeping in contractors' work areas. These receptacles shall be emptied as necessary to prevent trash from being released to the environment.

d. There are no acceptable amounts of spent abrasives, solvents, cleaners, anti-corrosive compounds, paint chips, scrap metal, trash, garbage, petroleum products or other debris which may be released to the environment.

e. Best management controls shall be established to prevent any amount of spent abrasives, solvents, cleaners, anti-corrosive compounds, paint chips, scrap metal, trash, garbage, petroleum products or other debris from being released to the environment.



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ATTACHMENT B-2

SOIL COVERAGE GUIDANCE

- a. The construction of the soil storage area shall be as follows:
- b. Plastic sheeting shall be laid on the ground surface prior to any soil collection.
- c. Hay bales, or similar structure, will be placed around the perimeter of the storage area.
- d. The ground cover plastic will be placed up and over the hay bales at the perimeter and anchored with a heavy object (brick, rock, lumber).
- e. The entire pile must be covered with plastic at all times the soil pile is not being actively worked to prevent collection of potentially hazardous rainwater.
- f. Holes in any plastic should be repaired, or the entire sheet replaced.

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ATTACHMENT B-3  
SAMPLING AND MONITORING REQUEST FORM

Name:
Code:
Phone:
FAX:
Date:

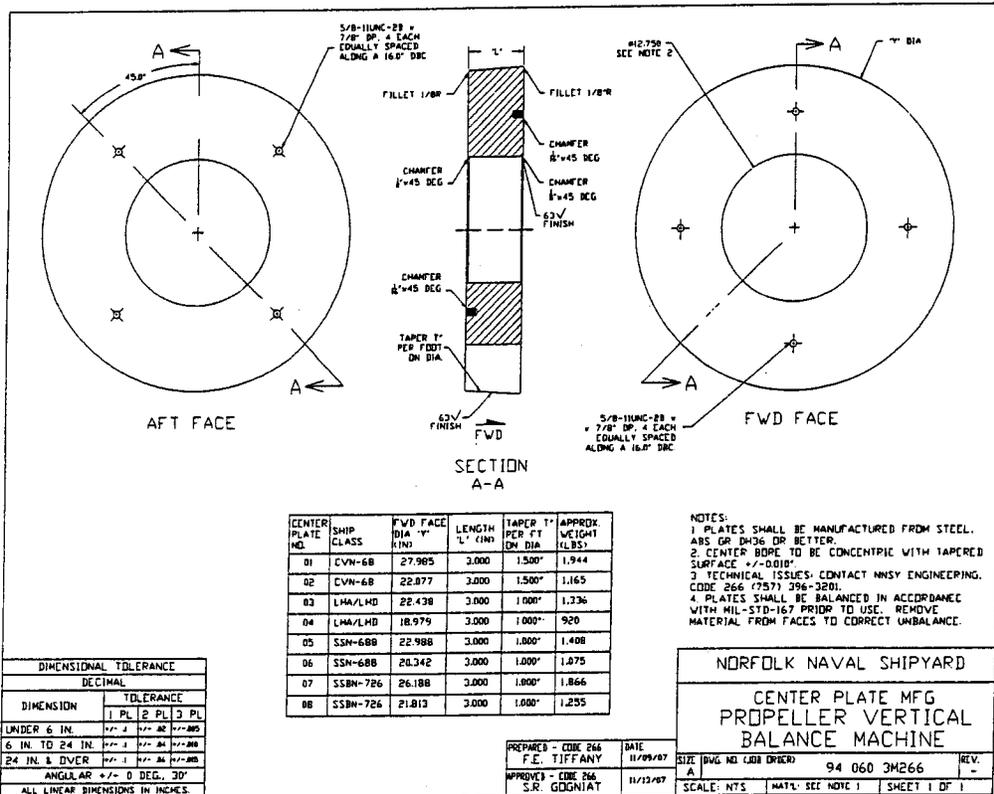
Code 106.323 USE ONLY
Date Received:
Date Completed:
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THE FOLLOWING TYPES OF DATA IS PROVIDED TO REQUEST AND SCHEDULE	
	SAMPLING / MONITORING
Description of Project:	
Type Of Material:	
Specific Analysis Required:	
Point of Contact:	
Name Code Phone/FAX	
Program Code:	I.D. No.
PIN No.	
LOCATION: (Be Very Specific) :	

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PRIORITY ASSIGNED:	106.323:	LAB:
Priority (1) = 1 - 5 working days, <u>with overtime</u>		
Priority (2) = 6 - 15 working days		
Priority (3) = 16 - 20 working days		
COMMENTS:		
JOB ORDER NUMBER (All programs shall have a JOB ORDER NUMBER)		
J.O. #		J.O. #
PROGRAM MANAGER:		
Name	Code	Phone/Ext

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DSCR QUALITY ASSURANCE PROVISION (QAP) 175 (OCT 2007)

1. MANDATORY CONTRACTOR INSPECTION SYSTEM:

The inspection system identified in FAR clause 52.246-2, Inspection of Supplies - Fixed Price, applies. This inspection system shall, as a minimum, encompass all tests and examinations specified in paragraph 3 below. Records of all these examinations and tests shall be maintained by the contractor for a period of at least three years after final contract delivery.

2. CALIBRATION REQUIREMENTS:

Contractor shall establish a calibration system in accordance with the edition of NCSL Z540.1 (R2002) dated 1 JAN 1994.

NOTE: AQAP-6 (R2002), NATO Measuring and Calibration System Requirement for Industry, July 1976, superseded by ISO 10012-1 shall be implemented for foreign supplies.

3. INSPECTION AND TEST:

a. The contractor shall perform or have performed all inspections and tests required and as governed by drawings, specifications and standard cited elsewhere in this contract to insure total compliance to contract requirements.

b. Visual/Dimensional Inspections: Any departure from a specified requirement shall be classified as a defect. Any defect shall be cause for rejection of the entire shipment quantity.

c. Manufacturing Process Controls and In-Process Inspections: The contractor shall:

(1) Ensure that all manufacturing operations are carried out under controlled conditions which will adequately assure that product characteristics and criteria specified by contract are achieved and maintained in the produced item. Controlled conditions include documented process control and in-process inspection procedures, adequate methods for identifying and handling material, adequate production equipment and working environments. Inspection procedures used by the contractor to determine quality conformance of supplies shall be subject to review/approval by the Government.

(2) As a minimum, perform inspections, examinations and/or tests during manufacturing on those product characteristics which cannot be inspected at a later stage and ensure that process controls are implemented and effective. These examinations and/or tests have to be documented.

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d. End Item Tests: Failure of any unit to pass any test shall be cause for rejection of the entire shipment quantity.

e. Examination of Preparation for Delivery: An examination of preservation, packaging, packing and marking shall be performed to determine compliance with contract requirements. Any non-compliance with contractual requirements shall be cause for rejection of the entire shipment quantity.

f. Any defective item discovered by the Government after shipment may be cause for rejection of the entire contract quantity.

4. INSPECTION/ACCEPTANCE:

a. Contract Quality Assurance (CQA): CQA Inspection shall be predicated upon the contractor's successful completion of all inspection, examinations and tests required by the contract and applicable specifications. The DSCR Quality Assurance Office will provide a Quality Assurance Specialist (QAS) to participate in CQA Inspection at the contractor's plant.

b. Acceptance: Final inspection and acceptance at destination shall be predicated upon the contractor's successful completion of all tests required by the contract and applicable specifications. DSCR shall provide a QAS to witness all tests as performed by the contractor and conduct any other tests as deemed necessary within the scope of the contract and applicable specifications.

c. Coordination: The contractor shall coordinate with the Administrative Contracting Officer (ACO) and the Quality Assurance Representative (QAR) at the cognizant Defense Contract Management Agency (DCMA) on all matters concerning the quality requirements of this contract or the monitoring thereof, including the performance of CQA. Inspection and acceptance shall be coordinated through the DCMA and the DSCR Procurement Contracting Office (PCO).

d. Contractor Notification Requirements: The contractor shall notify the ACO or QAR, at the cognizant DCMA and DSCR when the item(s) are ready to present to the Government for inspection and/or acceptance as follows:

(1) Origin: Seven workdays advance notification to the DCMA and DSCR is required for inspection.

(2) Destination: DSCR shall be afforded seven workdays advance notification of the projected date the item(s) will be ready for final inspection and acceptance at destination, and three workdays advance notice if the item(s) will not be ready as projected. NOTE: All federal holidays and weekends are excluded as workdays.

Inspection: Origin      Acceptance: Destination