

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1   15
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 06-Oct-2022	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY NAVAL SURFACE WARFARE CENTER PHILA CODE 0223, NICHOLAS SWANSON NICHOLAS.SWANSON@NAVY.MIL 5001 SOUTH BROAD STREET, BUILDING 4 PHILADELPHIA PA 19112	CODE N64498	7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. N6449822R4072	
		X	9B. DATED (SEE ITEM 11) 18-Jul-2022	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purposes of the Amendment are as follows:  1. To extend the offer due date to 20 October 2022. 2. Reduce total quantities required based on the reduced ordering period of 36 months. 3. Allow Offerors to submit pricing based on quantities of units ordered per order executed (i.e. Quantity Discount or Step Ladder Pricing). 4. Revise Attachment 1 and Sections L & M to account for a quantity discount pricing option.  All other terms and condition remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY (Signature of Contracting Officer)		16C. DATE SIGNED  06-Oct-2022

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The required response date/time has changed from 14-Sep-2022 12:00 PM to 20-Oct-2022 12:00 PM.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The pricing detail quantity has decreased by 50.00 from 95.00 to 45.00.

CLIN 0002

The pricing detail quantity has decreased by 30.00 from 75.00 to 45.00.

CLIN 0003

The pricing detail quantity has decreased by 7.00 from 20.00 to 13.00.

CLIN 0004

The pricing detail quantity has decreased by 6.00 from 40.00 to 34.00.

CLIN 0005

The pricing detail quantity has decreased by 7.00 from 20.00 to 13.00.

CLIN 0006

The pricing detail quantity has decreased by 6.00 from 40.00 to 34.00.

CLIN 0007

The pricing detail quantity has decreased by 107.00 from 210.00 to 103.00.

CLIN 0008

The pricing detail quantity has decreased by 30.00 from 75.00 to 45.00.

CLIN 0009

The pricing detail quantity has decreased by 6.00 from 40.00 to 34.00.

## CLIN 0010

The pricing detail quantity has decreased by 506.00 from 810.00 to 304.00.

## CLIN 0011

The pricing detail quantity has decreased by 138.00 from 340.00 to 202.00.

## CLIN 0012

The pricing detail quantity has decreased by 260.00 from 360.00 to 100.00.

## SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

STATEMENT OF WORK

**Statement of Work (SOW) for  
LPD-17 and LHD-1 Class UPS Uninterruptible Power Supply Reduction**

**1.0 INTRODUCTION**

**1.0.1** The Naval Surface Warfare Center Philadelphia Division (NSWCPD) is a Department of Defense entity responsible for research and development, test and evaluation, engineering and fleet support organization for the Navy's ships, submarines, military watercraft and unmanned vehicles. This requirement is for NSWCPD Code 447, which is responsible for Electrical Energy Storage & Auxiliary Electrical Power Systems.

**1.0.2** This contract is for non-personal services. It does not create employment rights with the U.S. Government whether actual, inherent, or implied

**1.0.3 Government/Contractor Relationship**

**1.0.3.1** The services to be delivered under this Contract are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the Contract between the Government and the Contractor's personnel. Therefore, it is in the best interest of the Government to provide both parties a full understanding of their respective obligations.

**1.0.3.2** The Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishable badges or other visible identification for meetings with Government personnel. In addition, Contractor personnel shall appropriately identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence.

**1.0.3.3** Contractor personnel under this Contract shall not engage in any of the inherently Governmental functions listed at FAR Subpart 7.5 or DFARS Subpart 207.5.

#### **1.0.4 Employee Relationship:**

**1.0.4.1** The services to be performed under this Contract do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

**1.0.4.2** Rules, regulations, directives, and requirements that are issued by the U. S. Navy and NSWCPD under its responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

**1.0.4.3** Inapplicability of Employee Benefits: This Contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

**1.0.4.4** It is the Contractor's, as well as the Government's, responsibility to monitor Contract activities and notify the Contracting Officer if the Contractor believes that the intent of this Section has been or may be violated.

**1.0.4.4.1** The Contractor shall notify the Contracting Officer in writing via letter or email within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this Section. The notice should include the date, nature, and circumstances of the conduct; the name, function, and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct; identify any documents or substance of any oral communication involved in the conduct; and the Contractor's estimated date when, absent a response, cost, schedule or performance will be impacted.

**1.0.4.4.2** The Contracting Officer will, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

- (i) Confirm the conduct is in violation and when necessary direct the mode of further performance,
- (ii) Countermand any communication regarded as a violation,
- (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance, or
- (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor.

### **1.1 BACKGROUND**

The Electrical Energy Storage & Auxiliary Electrical Power Systems (Code 447) of the Electrical Power Systems Division (Division 44) of the Naval Surface Warfare Center, Philadelphia Division (NSWCPD), provide engineering and technical support relating to uninterruptible power supplies (UPS). As the UPS In-Service Engineering Agent, NSWCPD supports the Navy by performing maintenance grooms, ship modifications, and engineering designs related to UPS for various ship classes. NSWCPD is the primary engineering and government oversight group for ship alterations 82249K and 81818 which are installed on LPD 17 and LHD1 class ships, respectively. These alterations are UPS reductions which remove existing UPS and battery cabinets, replace them with smaller quantities of UPSs and battery cabinets, and consolidate their loads into a zonal power distribution configuration.

## 1.2 SCOPE OF WORK

The contractor shall provide (137) Uninterruptible power supplies, (47) rectifiers, (182) battery cabinets and (606) batteries to be used as a backup power supplies for Hull, Mechanical, and Electrical (HM&E) systems to be deployed across amphibious class ships LPD-17 Class and LHD-1 Class. The total quantities are provided in the below table. These purchases will be made through a base contract award and a series of follow on delivery orders.

Equipment Part Numbers	Qty
836-01AY	45
833-01AY	45
843-01AY	13
841-01AY	34
843-01-18	13
841-01-15	34
899-01A	103
898-01A	45
893-01	34
BM122	304
BM124	202
BM126	100

## 2.0 APPLICABLE DOCUMENTS

- 2.1** MIL-STD-461G Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment
- 2.2** MIL-STD-45662A Calibration Systems Requirements
- 2.3** MIL-STD-285 Method of, Attenuation Measurement of Enclosures, Electromagnetic Shielding, for Electronic Test Purposes
- 2.4** MIL-STD-167/1 Mechanical Vibrations of Shipboard Equipment
- 2.5** MIL-S-901D (NAVY) Military Specification, Shock Tests, H.I. (High Impact); Shipboard Machinery, Equipment and Systems, Requirements for

These documents can be referenced at: <https://assist.dla.mil/online/start/index.cfm>

The Contractor shall reference and utilize the latest version available when performing tasks within this SOW.

## 3.0. REQUIREMENTS

The contractor shall deliver the materials within 9 months after receipt of individual delivery orders. This is an IDIQ contract and exact purchase quantities will be determined on individual delivery orders.

### **3.2 Commonality of Systems, Subsystems, and Components**

**3.2.1** In line with C-211-H019 Commonality and Standardization (NAVSEA), contractors are directed to develop and implement a Commonality and Standardization Plan. When selecting equipment/components, the Contractor shall utilize NAVSEA Enterprise Commonality Virtual Shelf (VS) (<https://www.pdrep.csd.disa.mil/default.htm>) before other tools.

### **3.3 Manufacturing Phase-Out or Discontinuation of Production, Diminishing Sources, and Obsolete Materials or Components**

**3.3.1** The contractor shall notify the contracting officer immediately upon determining the unavailability of obsolete materials or components. The contractor may recommend a solution to include the impact on the contract price and delivery. The contractor shall not initiate any item redesign or incur any additional costs without the express, written authorization of the contracting officer.

### **3.4 Parts Obsolescence**

**3.4.1** The contractor shall establish and implement a parts obsolescence program. In the event that manufacturing phase-out or discontinuance of production of such items is contemplated, the contractor is required to notify the contracting officer and publish the discontinuance in the Government-Industry Data Exchange Program (GIDEP), where feasible; and to provide immediate advance notice of production phase-out to NSWCPD.

## **4.0 DATA REQUIREMENTS**

N/A, hardware contract with no data requirements

## **5.0 SECURITY REQUIREMENTS**

N/A, commercial hardware contract with no security requirements

## **5.4 OPERATIONS SECURITY (OPSEC)**

**5.4.1** The Contractor shall protect critical information associated with this contract to prevent unauthorized disclosure. The NSWC Philadelphia Division's (NSWCPD) Critical Information List (CIL)/ CIIL (Critical Indicators and information list) will be provided on site, if warranted. Performance under this contract requires the contractor to adhere to OPSEC requirements. The Contractor may not impose OPSEC requirements on its subcontractors unless NSWCPD approves the OPSEC requirements. During the period of this contract, the Contractor may be exposed to, use, or produce, NSWCPD Critical Information (CI) and/or observables and indicators which may lead to discovery of CI. NSWCPD's CI will not be distributed to unauthorized third parties, including foreign governments, or companies under Foreign

Ownership, Control, or Influence (FOCI) unless such FOCI has been appropriately mitigated through measures approved by the Defense Counterintelligence and Security Agency. Questions concerning these requirements shall be directed to the PCO.

**5.4.2** CUI correspondence transmitted internally on the contractor's unclassified networks or information systems, and externally, shall be protected per NIST SP-800-171, Protecting Controlled Unclassified Information (CUI) in Non-federal Systems and Organizations. Assembled large components/systems being transported to and from testing areas, other production or government facilities (whether or not on public roadways) shall be in an enclosed van trailer or covered flatbed trailer. Component/System outside storage, staging, and test areas shall be shielded/obscured from public view wherever physically possible.

**5.4.3** NSWCPD's CI shall not be publicized in corporate wide newsletters, trade magazines, displays, intranet pages or public facing websites. Media requests related to this project shall be directed to the PCO, and the COR who will forward the required to the NSWCPD Public Release Authority for review.

**5.4.4** Any attempt by unauthorized third parties to solicit, obtain, photograph, or record, or; incidents of loss/compromise of government Classified or CI, Business Sensitive, Company Proprietary information related to this or other program must be immediately reported to the contractor's Facility Security Officer and Cognizant Security Office and/or the Naval Criminal Investigative Service, and the NSWC PD Security Division (Code 105).

## **5.5 RECEIPT, STORAGE, AND GENERATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI)**

All Controlled Unclassified Information (CUI) associated with this contract must follow the minimum marking requirements of DoDI 5200.48, Section 3, paragraph 3.4.a, and include the acronym "CUI" in the banner and footer of the document. In accordance with DoDI 5200.48, CUI must be safeguarded to prevent Unauthorized Disclosure (UD). CUI export controlled technical information or other scientific, technical, and engineering information must be marked with an export control warning as directed in DoDI 5230.24, DoDD 5230.25, and Part 250 of Title 32, CFR. Nonfederal information systems storing and processing CUI shall be protected per NIST SP-800-171, or subsequent revisions. All transmissions to personal email accounts (AOL, Yahoo, Hotmail, Comcast, etc.) and posting on social media websites (Facebook, Instagram, Twitter, LinkedIn, etc.) are prohibited. Destroy CUI associated with this contract by any of the following approved methods: A cross-cut shredder; a certified commercial destruction vendor; a central destruction facility; incineration; chemical decomposition; pulverizing, disintegration; or methods approved for classified destruction.

## **5.6 PLANNING, PROGRAMMING, BUDGETING AND EXECUTION (PPBE) DATA.**

N/A, commercial hardware contract.

## **5.7 U-NNPI SECURITY REQUIREMENTS**

N/A, commercial hardware contract with no NNPI requirements

**5.8 U-NNPI**

N/A, commercial hardware contract with no NNPI requirements

**5.10 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING**

N/A, commercial hardware contract

**6.0 PLACE OF PERFORMANCE**

N/A, work to be completed wherever manufacturer and/or supplier are located. Commercial hardware contract with no labor requirements

**7.0 TRAVEL**

N/A, commercial hardware contract with no travel requirements

**8.0 GOVERNMENT FURNISHED PROPERTY**

N/A, no GFP included

**9.0 GOVERNMENT FURNISHED INFORMATION**

N/A, no GFI included

**10.0 PURCHASES**

N/A, commercial hardware contract

**11.0 COUNTERFEIT MATERIAL PREVENTION****11.1 Electronic End-Items****11.1.3 Preventing Counterfeit Parts and Materials**

The Contractor shall take steps as defined in DFARS 252.246-7007 and herein to minimize the risk of receiving counterfeit parts and materials. The Contractor shall:

- Maximize availability of authentic, originally designed and/or qualified parts throughout the product's life cycle, including management of parts obsolescence
- Assess potential suppliers to minimize the risk of receiving counterfeit parts or materials
- Maintain a listing of approved suppliers with documented criteria for approval and removal of suppliers from the list
- Have purchasing procedures which require the selection of parts and materials from OM or authorized suppliers whenever possible
- Require a certificate of compliance and supply chain traceability for all electronic part purchases, and provide to the Government upon request

- Use Government or industry services such as GIDEP and other commercially available services to identify part or supplier quality or authenticity problems
- Define minimum inspection and test requirements for parts being procured from unauthorized suppliers, and shall ensure that in-house, third-party, and/or distributor inspection and test procedures and facilities comply with these requirements
- Incorporate procurement clauses which plainly identify quality requirements and liability to all approved suppliers
- Flow the requirements above to affected Subcontractors

SAE AS6174 contains information regarding the detection, avoidance, and mitigation of counterfeit materiel, and may be used as a reference document for meeting the above steps.

Parts and materials shall not be purchased from unauthorized sources (e.g. independent distributor or broker) unless there is no other means for procurement. In isolated cases when an unauthorized supplier is the only possible choice for procurement, an Unauthorized Supplier Purchase Report shall be provided to the Contracting Officer and program office.

The report shall contain the following information:

- Reason why an authorized supplier or original component manufacturer (OM) could not provide the part or material
- Product certificate of conformance with traceability to the OM, if available
- Verification and authenticity data results (e.g., visual inspection, marking/surface finish permanency, DPA, Scanning Acoustic Microscopy, Energy Dispersive X-Ray Spectroscopy, Fourier Transform Infrared (FTIR) Spectroscopy, Rockwell Hardness Test, etc.) SAE AS5553 contains information regarding the detection, avoidance, and mitigation of counterfeit electronic components, and may be used as a reference document for meeting the above steps.

#### **11.1.8 Containing Counterfeit Parts and Materials**

Suspect counterfeit parts and materials shall be impounded with all other items from the same lot. The contractor shall identify and locate all potential users or hardware items with the suspect part or material, and contain product which has this suspect product, pending confirmation of the part or material's authenticity. The OM may be involved at this point in order to verify authenticity. Confirmed counterfeit material shall be contained and provided to investigative agencies for ongoing investigation or prosecution. The counterfeit product shall not be scrapped or otherwise disposed of without approval from investigative authorities or the program office. Confirmed counterfeit product shall not be returned or handled in a way which would allow its resale or reuse. Suspect counterfeit parts or materials whose authenticity (or lack of) cannot be definitively determined, shall be dispositioned via Material Review Board (MRB).

#### **11.1.9 Reporting Counterfeit Parts and Materials**

The prime contractor and program office shall be notified of the occurrence of a suspect or confirmed counterfeit part or material, and the actions taken to identify, contain, and impound all product from the lot. The contractor shall also contact the OM, and supplier if applicable. The contractor shall initiate and submit an ALERT to the Government-Industry Data Exchange Program (GIDEP) within 60 days of knowledge of the counterfeit part or material. The

contractor shall notify the appropriate parties to document the case for legal action if required (e.g., contracting officer, DOD Office of Inspector General).

#### **11.1.10 Nonconforming Material and Parts**

Electrical components which fail during production or acceptance testing shall be assessed to determine if the supplier of the part was an authorized supplier for the manufacturer. Analysis of these failures shall include assessment of part authenticity (potential of being counterfeit or fraudulent).

#### **11.1.11 Warranty “Counterfeit”**

**11.1.11.1** Seller warrants the goods delivered pursuant to this Contract, unless specifically stated otherwise in this Contract, shall (i) be new (ii) be free from defects in workmanship, materials, and design and (iii) be in accordance with all the requirements of this Contract. Seller further warrants that the performance of work and services shall conform with the requirements of this Contract and to high professional standards. All warranties in this Contract shall survive inspection, test, final acceptance and payment of goods and services.

**11.1.12.3** Seller warrants without limitation as to time that any hardware, software and firmware goods delivered under this Contract: (i) shall not contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (a) damage, destroy or alter any software or hardware; (b) reveal, damage, destroy, or alter any data.

#### **11.1.13 Counterfeit Mitigation**

Seller warrants that the goods delivered pursuant to this Contract shall (i) be and only contain materials obtained directly from the OM or an authorized OM reseller or distributor; (ii) not be or contain Counterfeit Items, as defined below; and (iii) contain only authentic, unaltered OM labels and other markings. Seller shall obtain and retain all documentation required to fully trace the distribution and sale of the goods delivered hereunder back to the relevant OM, and, on request of Buyer, shall provide such authenticating documentation. Counterfeit Items include, but are not limited to, goods or separately-identifiable items or components of goods that: (i) are an illegal or unauthorized copy or substitute of an OM item; (ii) are not traceable to an OM sufficient to ensure authenticity in OM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OM or are not constructed in accordance with OM design; (iv) have been re-worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OM design but not disclosed as such or are represented as OM authentic or new; (v) have not passed successfully all OM required testing, verification, screening, and quality control processes; or (vi) an item with altered or disguised documentation, package labeling, or item marking intended to mislead a person into believing a non-OM item is genuine, or that an item is of better or different performance when it is not. Seller further warrants that it has and shall have an internal Counterfeit Item control process for goods delivered hereunder in accordance with the standards or instructions set forth in any Buyer's specifications, including but not limited to specifications, or other provisions incorporated into this Contract. Buyer shall have the right to audit, inspect, and / or approve the processes at any time before or after delivery of the goods ordered hereunder. Buyer shall have the right to require changes to the processes to conform to Buyer's defined standards, if any. Failure of the Seller to

conform its processes to Buyer's defined standards may result in the termination of this Contract in accordance with the termination provisions set forth herein. Seller shall include this clause in any agreement between Seller and its lower tier sellers.

**11.1.14** Seller warrants that any hardware, software and firmware goods delivered under this Contract: (i) shall not contain any viruses, malicious code, Trojan horse, worm, time bomb, selfhelp code, back door, or other software code or routine designed to: (a) damage, destroy or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware; (ii) shall not contain any third party software (including software that may be considered free software or open source software) that (a) may require any software to be published, accessed or otherwise made available without the consent of Buyer, or (b) may require distribution, copying or modification of any software free of charge; and (iii) shall not infringe any patent, copyright, trademark, or other proprietary right of any third party or misappropriate any trade secret of any third party.

## **11.2 Non-Electronic Materiel**

**11.2.1** Department of the Navy contractors (and their subcontractors at all tiers) who obtain critical or high risk materiel shall implement a risk mitigation process as follows:

**11.2.1.1** If the materiel is currently in production or currently available, materiel shall be obtained only from authorized suppliers

**11.2.1.2** If the materiel is not in production or currently available from authorized suppliers, materiel shall be obtained from suppliers that meet appropriate counterfeit avoidance criteria

**11.2.1.3** Contractor shall notify the contracting officer when critical or high risk materiel cannot be obtained from an authorized supplier;

**11.2.1.4** Contractor shall take mitigating actions to authenticate the materiel if purchased from an unauthorized supplier

**11.2.1.5** Contractor shall report instances of counterfeit and suspect counterfeit materiel to the contracting officer and the GIDEP as soon as the contractor becomes aware of the issue.

## **12.0 PERSONNEL**

N/A, commercial hardware contract with no personnel requirements

## **13.0 NSWCPD ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (ECRAFT) SYSTEM**

N/A, commercial hardware contract with no labor requirements

## **14.0 SPECIAL REQUIREMENTS**

14.1 Quality Management System

## 14.2 Risk Management

N/A

### SECTION I - CONTRACT CLAUSES

The following have been modified:

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

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 304;

(2) Any order for a combination of items in excess of 972; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **10** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government y acquire the supplies or services from another source.

(End of clause)

### SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

#### INSTRUCTION TO OFFERORS

##### **INTRODUCTION:**

Proposals shall be prepared on standard 8-1/2" by 11" paper, single-spaced at 1.0 with spacing before and after paragraphs set at –0– and left aligned paragraphs. Pages shall have a one-inch margin. The font shall be Times NewRoman with a font size of 12 throughout the document and not to exceed ten

(10) pages. The Non-Cost/Price Volumes of a Proposal shall not contain any reference to price. They should be written so that Government personnel evaluating the proposal can arrive at a sound determination as to whether the proposal meets the requirements of this Solicitation. The Offeror's company name, the Solicitation number and the date of the proposal shall appear at the top of each page.

Proposals shall be submitted electronically to the Contracts Specialist, Nicholas Swanson via DOD Safe within the response date established.

## **TECHNICAL PROPOSAL**

The technical proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be specific, detailed, and complete as to clearly and fully demonstrate that the prospective Contractor has a thorough understanding of the technical requirements contained in Statement of Work.

Statements such as "the Offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the Statement of Work are considered inadequate. The technical proposal must provide details concerning what the Contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

The technical proposal shall not contain any reference to price; however, information concerning labor allocations and categories, materials, production costs per unit (excluding NRE), equipment and any information of interest to technical reviewers, as applicable, shall be contained in the technical proposal in sufficient detail so that the Offeror's understanding of the scope of the work and ability to meet requirements may be adequately evaluated. The technical proposal shall be page numbered, contain a table of contents, be organized in the order specified for technical factors below, and shall address in detail the information identified below.

It is noted that the entire technical proposal shall not exceed more than ten (10) pages in length, inclusive of tables, charts, graphics, etc. Please note that the cover page, table of contents, index, etc. are excluded from the page count. There is no page count restriction for the Price Volume.

Offeror shall submit price proposal by filling in Section B of the subject RFQ and signing. An excel spreadsheet shall also be submitted with the pricing broken out by CLIN/Part #.

### Evaluation Factors for Award

#### Factor 1: Technical

Offeror shall provide documentation that they are an authorized dealer of required supplies as listed in Section C, Statement of Work.

#### Factor 2: Corporate Experience

The Offeror shall submit evidence of having done similar work with their bid to qualify. The Offeror shall ensure that all systems such as FAPIIS and SAM are current.

#### Factor 3: Price

Offerors shall complete either Attachment 1a – Price Proposal Sheet (Standard / Non-Quantity Discount Pricing) for offers that will have the same unit price per year no matter the quantity ordered or Attachment 1b – Price Proposal Sheet (Quantity Discount Pricing) for offers that will include unit prices that vary based on the quantities ordered.

Standard Pricing – The Offeror shall fill in unit pricing for ELINs A001-A012 on the Attachment 1a tab.

Quantity Discount Pricing – The Offeror shall fill in unit pricing for each highlighted cell in Column F (i.e. Qty Unit Price) based on that row’s unit [Column A], pricing period [Column B] (e.g. Month 13 through Month 24), and estimated quantity per order [Column E] on the Attachment 1b tab. In addition, the Offeror shall provide a pricing discount schedule with a complete breakout of the quantity discount or step ladder pricing utilized in the proposal. Below is an example of what this sheet should resemble:

Item No	Pricing Period	1-10	11-30	30+
0001	Award through Month 12	\$	\$	\$
0001	Month 13 through Month 24	\$	\$	\$
0001	Month 25 through Month 36	\$	\$	\$
...				
Item No	Pricing Period	1-25	26-75	75+
0010	Award through Month 12	\$	\$	\$

The above chart is shown for illustration purposes only. This is not a required format.

**Note to Offerors:** The Government reserves the right to purchase any quantity during any period in accordance with the terms of the IDIQ. The Offeror shall submit pricing in accordance with the Attachment 1a or 1b in order to establish ceilings per CLIN and the overall contract ceiling price.

## SECTION M - EVALUATION FACTORS FOR AWARD

The following have been modified:

### BASIS FOR AWARD

The Government intends to award a Firm Fixed Price (FFP), Indefinite Delivery Indefinite Quantity (IDIQ) type Contract.

## EVALUATION APPROACH

Evaluation Criteria. In order to be considered awardable, there must be an “Acceptable” rating in every non-priced factor. The evaluation will be based on the factors identified below:

Technical Acceptable/Unacceptable Rating Method	
Adjectival Rating	Description
Acceptable	Proposal meets requirements of the solicitation.
Unacceptable	Proposal does not meet requirements of the solicitation.

### Factor 1 – Technical

The Government will evaluate the contractor’s proposal to determine whether it submitted all of the required information as requested by Section C provides documentation that they are an authorized dealer of the equipment. Offerors are advised that technical proposals may be evaluated without consideration of any proposed subcontractor which is deemed to have an organizational or personal conflict of interest.

### Factor 2 – Corporate Experience

The contractor will be evaluated on evidence of having completed similar work in prior acquisitions. The Government will check the Federal Awardee Performance and Integrity Information System (FAPIIS), (available at [www.ppirs.gov](http://www.ppirs.gov)) including FAPIIS information from the System for Award Management (SAM) Exclusions. A contractor's quote may be determined to be unacceptable in the event the aforementioned checks return any of the following, but not limited to debarment of the prime contractor, debarment of a subcontractor, debarment of a company employee, termination for default/cause, or any other information that results in a determination that, based on the contractor's performance record, the Government does not have a reasonable expectation that the contractor will be able to successfully perform the required effort.

**Factor 3 – Price**

The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. As defined in FAR 15.404, unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

Price will be evaluated for reasonableness in accordance with FAR 15.404-1(b)(2) for Firm-Fixed Price CLINS 0001 - 0012. For standard pricing, the proposed price for the Offeror's proposal will be arrived at by multiplying the offered unit prices stated in Attachment 1a for ELINs A001 through A012 by the stated estimated quantities and then adding those values to calculate the overall proposed price. For quantity discount pricing, the proposed price for the Offeror's proposal will be arrived at by multiplying the offered unit prices stated in Attachment 1b for Items 0001 through 0012 by the stated estimated quantities per order and then adding those values to calculate the overall proposed price. Attachment 1 calculates this pricing for the Offeror and Section B shall match those values. NOTE: Other than the maximum quantities listed per CLIN in Attachment 1; quantities shown are estimates and are used for price evaluation purposes only. The Offeror shall be evaluated based on the applicable pricing sheet submitted for either standard or quantity discount pricing. The Government reserves the right to purchase any quantity during any period in accordance with the terms of the IDIQ.

In the absence of adequate price competition, the Contracting Officer may request additional data per FAR 15.403-3 and as described in the solicitation provision 252.215-7010, Requirements for Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data.

(End of Summary of Changes)