

REQUEST FOR QUOTATIONS		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1 OF 17 PAGES
1. REQUEST NO. SPE8EH-15-Q-0117	2. DATE ISSUED 2014 DEC 02	3. REQUISITION/PURCHASE REQUEST NO. W91MEZ30804002	4. CERT.FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING DO-C9
5. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (FES) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Buyer: Aaron Watson PEPCCAG Tel: 215-737-0382 Email: Aaron.Watson@dla.mil			6. DELIVER BY (Date) SEE SCHEDULE	
			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
			9. DESTINATION	
			a. NAME OF CONSIGNEE See Schedule	
8. TO:			b. STREET ADDRESS	
			c. CITY	
			d. STATE	e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5 ON OR BEFORE CLOSE OF BUSINESS (Date) 2014 DEC 16		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.		
11. SCHEDULE (See Continuation Sheets)				

See attached schedule to complete quote information.

Quoter must also complete the following:

- a. Quotation is valid for 90 days from date specified in Block 10 above unless otherwise indicated: _____.
- b. Prices quoted are:
- ____ Contained in Commercial Catalog or Published Price List No. _____ dated _____
- page _____.
- ____ Contained in Internal Price List No. _____ dated _____, which may be examined at
our facility.
- ____ Commercial sales of comparable quantities: Quantity _____; Price _____;
- ____ Customer _____.
- ____ Other (provide basis) _____.
- c. FOB Point: _____ Destination _____
- Origin Shipping Point (City, State) _____.
- d. If delivery period shown in Block 6 is unacceptable, provide best possible delivery: _____.
- e. Remittance Address (Name, Street, City, State, ZIP): Same as Block 13 unless otherwise indicated below:
- _____
- _____
- _____
- f. Vendor FAX Number: _____ Vendor Toll-Free Number: _____ Vendor E-mail: _____

12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
					NUMBER	PERCENTAGE
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.						
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER CAGE						
b. STREET ADDRESS				16. SIGNER		
c. COUNTY				a. NAME (Type or Print)		b. TELEPHONE
d. CITY				e. STATE		f. ZIP CODE
				c. TITLE (Type or Print)		NUMBER

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SECTION B

SUPPLIES/SERVICES: 4210-00-288-6857

ITEM DESCRIPTION:

NOZZLE, FIRE HOSE

TYPE II, CLASS B, BRASS,
1-1/2 INCH 9 NH EXTERNAL THREADS.

FIRST ARTICLE TESTING AND QUALITY CONFORMANCE INSPECTION IS REQUIRED IAW MIL-N-12314 PARA 4.3 AND PARA 4.4. FIRST ARTICLE TESTING SHALL BE CONTRACTOR TESTING.

THE FIRST ARTICLE TEST AND THE QUALITY CONFORMANCE INSPECTION SHALL BE WITNESSED BY THE GOVERNMENT QAR. THE FIRST ARTICLE TEST SHALL CONSIST OF 3 SAMPLES. ANY APPROVED FIRST ARTICLE TEST SAMPLES NOT DESTROYED DURING TESTING SHALL SERVE AS MANUFACTURING STANDARDS, AND MAY BE DELIVERED ONLY AS PART OF THE FINAL DELIVERY ON THE CONTRACT.

A FIRST TEST REPORT SHALL BE PREPARED IAW MIL-STD-831 AND SUBMITTED TO THE DSCP CONTRACTING OFFICER WITHIN 90 DAYS OF THE CONTRACT AWARD. ONLY MATERIAL THAT IS IDENTIFIABLE TO A LOT WHICH HAS SATISFACTORY COMPLETED THE QUALITY CONFORMANCE INSPECTION MAY BE SHIPPED FOR STOCK OR DIRECT DELIVERY.

IDENTIFY TO:

MIL-STD-130N, 16 Nov 2012
IDENTIFICATION MARKING OF U.S. MILITARY PROPERTY

SPECIFICATIONS OR COMMERCIAL ITEM DESCRIPTIONS
(CIDS) MAY BE OBTAINED FROM THE WEB SITE

<http://quicksearch.dla.mil/>

ASQ H1331 Table 1 Shall be used, and will take precedence over Sample Size Coding methods and Sampling Plan tables as outlined in military and federal specifications, standards, Commercial Item Descriptions (CIDs) prepared by DoD activities, and those sampling plans cited by military service and DLA Troop Support - Quality Assurance Provisions (QAPs). Those documents that identify the classification of characteristics as critical, major, and minor, shall have corresponding associated AQL Index values of 0.10, 1.0, and 4.0 respectively. ASQ H1331 takes precedence over non-government standard ASQ Z1.4.

Those specifications, standards, CIDs, drawings and QAPs using sampling plans based on zero acceptance are excluded from these requirements, as are those not specifying characteristics as "critical", "major", and/or "minor".

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SECTION B

SUPPLY/SERVICE: 4210-00-288-6857 CONT'D

Quality conformance inspection requirements shall be in accordance with clause 52.246-9064.

IAW BASIC SPEC NR MIL-N-12314E NOT 1
REVISION NR E DTD 10/02/2006
PART PIECE NUMBER: TY 2, CLASS B, 1-1/2 INCHIAW REFERENCE QAP 14153 QAP-EQ003
REVISION NR B DTD 05/16/2013
PART PIECE NUMBER:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	4210-00-288-6857 NOZZLE,FIRE EQUIPME	4.000	EA	\$ _____	\$ _____

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: DESTINATION DELIVERY DATE: 180 DAYS ADO

PREP FOR DELIVERY:

PKGING DATA-QUP:001
SHALL BE PACKAGED IN ACCORDANCE WITH HAZARDOUS
MATERIALS PACKAGING REQUIREMENTS.PACKAGING: PACKAGING FOR HAZARDOUS MATERIALS
SHALL COMPLY WITH APPLICABLE REGULATIONS, I.E.,
TITLE 49 CODE OF FEDERAL REGULATIONS,
INTERNATIONAL CIVIL AVIATION ORGANIZATION (ICAO)
TECHNICAL INSTRUCTIONS (EXCLUDING PARAGRAPH 1.4
OF CHAPTERS 1 AND 3), AND INTERNATIONAL MARITIME
DANGEROUS GOODS CODE (IMDG). BOTH ICAO AND IMDG
COMPLY WITH UNITED NATIONS (UN) RECOMMENDATIONS
ON TRANSPORT OF DANGEROUS GOODS. WHEN A);
CONTRACT/ORDER FOR HAZARDOUS MATERIALS REQUIRES
SHIPMENT THROUGH A MILITARY AERIAL PORT FOR
TRANSPORT VIA MILITARY AIRCRAFT, PACKAGING SHALL
COMPLY WITH DLAI 4145.3, PREPARING HAZARDOUS
MATERIALS FOR MILITARY AIR SHIPMENT.

LABELING AND MARKING: ALL INTERIOR AND EXTERIOR

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SECTION B

SUPPLY/SERVICE: 4210-00-288-6857 CONT'D

CONTAINERS SHALL BE LABELED AND MARKED AS SPECIFIED IN THE REFERENCED PRODUCT SPECIFICATION, AND/OR AS SPECIFIED IN SECTION D OF THE CONTRACT OR ORDER. IN ADDITION, ALL LABELING AND MARKING SHALL COMPLY WITH THE REQUIREMENTS OF MIL-STD-129, 49 CFR, 29 CFR, AND, AS APPLICABLE, ICAO TECHNICAL INSTRUCTIONS, IMDG ANNEX 1, AND/OR DLAI 4145.3.

CERTIFICATION: ALL PACKAGING PERFORMANCE TEST REQUIREMENTS SHALL BE SUPPORTED BY CERTIFICATES AND REPORTS ATTESTING TO DATE OF TESTING AND DATA RESULTS OBTAINED FROM TESTING. THE CONTRACTOR'S SIGNED CERTIFICATION THAT PACKAGE CONFIGURATION MEETS 49 CFR, AND, AS APPLICABLE, ICAO, IMDG AND/OR DLAI 4145.3 REQUIREMENTS, SHALL BE INCLUDED ON THE DD FORM 250 (MATERIAL INSPECTION AND RECEIVING REPORT), OR ANY SUITABLE ALTERNATE COMMERCIAL PACKING LIST. ALL CERTIFICATES/REPORTS SHALL BE AVAILABLE FOR INSPECTION BY AUTHORIZED U. S. GOVERNMENT REPRESENTATIVES FOR A PERIOD OF NOT LESS THAN 3 YEARS FROM THE DATE OF SHIPMENT.

IF THE MATERIAL IS NOT CONSIDERED HAZARDOUS, IN ACCORDANCE WITH FED-STD-313, THE MATERIAL SHALL BE COMMERCIALY PACKAGED IN ACCORDANCE WITH "ASTM D3951."

BULK BREAK POINT:

W62N2A
W1BG DLA DISTRIBUTION
CCP WHSE 30
25600 SOUTH CHRISMAN RD
TRACY CA 95304-5000
US

FOR TRANSPORTATION ASSISTANCE SEE DLAD 52.247-9034. FOR FIRST DESTINATION TRANSPORTATION (FDT) AWARDS SEE DLAD 52.247-9059 AND CONTRACT INSTRUCTIONS INSTEAD.

FREIGHT SHIPPING ADDRESS:

WT5PV1
W6XJ USALRCTR CAMP ZAMA
AWCF SSF SAGAMI STORAGE FACILITY
BLDG 137 S1 8TH STREET
SAGAMIHARA KANAGAWA 252 0201
JP

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SECTION B

SUPPLY/SERVICE: 4210-00-288-6857 CONT'D

M/F:(TCN) W91MEZ30804002
RDD: 096
PROJ MJS TP 2
SUP ADD WT5PV1 SIG J

FOR GOVERNMENT USE ONLY:IPD 05

DIC A31 DIST ADV 27 FC 31

Contractor First Article Test with Test

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	0001 - S000000053	1.000	EA	\$ _____	\$ _____

This line item signifies the First Article Test requirement (FAT). See clauses for information concerning the FAT requirement. Offers that do not cite a price for this line item shall be evaluated under the assumption that there is no separate charge for the FAT. In the event the FAT requirement is waived, no award will be made for this line item .

FOB: DELIVERY DATE: 90 DAYS ADO

PREP FOR DELIVERY:

Not Applicable

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0001	0054221974	0001	N/A	N/A	N/A	03/27/2013
0002	N/A	N/A	N/A	N/A	9907	N/A

SECTION D - PACKAGING AND MARKING

252.211-7006 RADIO FREQUENCY IDENTIFICATION (SEP 2011) DFARS

(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—

(i) 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 IIIP – 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 one of the locations listed at <http://www.acq.osd.mil/log/rfid/> or to—

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to—

(B) The following location(s) deemed necessary by the requiring activity:

Contract Line, Subline, or Exhibit Line Item Number	Location Name	City	State	DoDAAC

(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 globally unique (i.e., the tag ID is never repeated across two or more RFID tags 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 identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at 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 with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS [252.232-7003](#), Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

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(End of clause)

- 52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY-STANDARD (MIL-STD) 129P (APR 2014) DLAD
- 52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY STANDARD (MIL-STD) 129P (NOV 2011), ALT I (AUG 2005) DLAD
- 52.211-9033 PACKAGING AND MARKING REQUIREMENTS (APR 2008) DLAD
- 52.246-9062 REPACKAGING TO CORRECT PACKAGING DEFICIENCIES (SEP 2008) DLAD
- 52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD

SECTION E - INSPECTION AND ACCEPTANCE

- 52.246-01 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984) FAR
- 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS
- 52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN (NOV 2011) DLAD

- (a) Inspection and Acceptance are at Origin.
- (b) The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.
- (c) The Offeror shall indicate below the location where supplies will be inspected:
Supplies:
Plant:

Commercial and Government Entity (CAGE) Code: _____

Street: _____

City/State/Zip: _____

Applicable to contract line-item(s) (CLIN(s)): _____

- (d) The Offeror shall indicate below the location where packaging will be inspected:
Packaging:
[] Same as for supplies, or,
Plant:

Cage Code: _____

Street: _____

City/St/Zip: _____

Applicable to clin(s): _____

- 52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN (AUG 2007), ALT I (AUG 2007) DLAD

SECTION F - DELIVERIES OR PERFORMANCE

- 52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

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(b) The permissible variation shall be limited to:

Percent increase

Percent decrease

This increase or decrease shall apply to .

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

52.211-9020 TIME OF DELIVERY - ACCELERATED (JUN 2008) DLAD

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

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

52.247-9035 SHIPPING INSTRUCTIONS (DOMESTIC) (NOV 2011) DLAD

Mail instructions (not applicable to Army Post Office (APO) or Fleet Post Office (FPO) addresses):

(a) Route domestic shipments within mail limitations as follows based on the transportation priority (TP) reflected in the "mark for" data with each contract line item number (CLIN). Commercial small parcel carrier (e.g., United Parcel Service (UPS) or Federal Express) is an acceptable mode of shipment to domestic addresses.

(1) Ship all NMCS, 777, and 999, regardless of TP or distance, by commercial small parcel carrier.

(2) Ship TP 1 and 2 (IPD 01-08) by priority mail or most economical comparable mode.

(3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by surface parcel post (Fourth Class) or most economical comparable mode.

(4) The cost of parcel post insurance will not be paid by the Government.

(b) Freight instructions (domestic).

(1) Ship all NMCS, 777, and 999, regardless of TP or distance by commercial small parcel carrier.

(2) For TP 1 and 2 (IPD 01-08) weighing under 250 pounds, use air freight and specify air on the invoice. Exceptions: if destination is within 600 miles of origin, use regular surface transportation.

(3) For all other freight shipments, contact the cognizant transportation officer for delivery and carrier routing instructions.

(4) Advance telephonic notice of delivery must be given by the carrier to the consignee's transportation officer (transport control/prelodge desk) at least 24 hours prior to delivery of freight shipments (other than small parcels). Bills of lading must be annotated to reflect this requirement. Addresses for direct shipments within the contiguous United States (CONUS) and Canada are shown "in the clear" with each individual CLIN on schedule continuation sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on schedule continuation sheet(s) in each order.

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011) DLAD

(a) The Contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The Contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15 United States Code (U.S.C.) 45 et seq.) and the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq.), as well as other Federal or State laws and regulations promulgated pursuant thereto.

(b) Unless otherwise authorized by the Contracting Officer, the Contractor is responsible for removal or obliteration of government identifications within 72 hours of rejection of nonconforming supplies including supplies manufactured for the Government but not offered or supplies transferred from the Government's account to the cold storage Contractor's account at origin or destination. (For product rejected at destination and returned to the Contractor's plant, the 72 hour period starts with the time of Contractor receipt of returned product). After removal or obliteration is accomplished and prior to disposition, the Contractor must notify the Government inspector.

(End of Clause)

SECTION I - CONTRACT CLAUSES

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52.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS

52.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) FAR

52.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

52.204-7004 ALTERNATE A, SYSTEM FOR AWRD MANAGEMENT (FEB 2014) DFARS

52.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013) DFARS

52.209-03 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (SEP 1989) FAR

(a) The Contractor shall test 3 unit(s) of Lot/Item 0001 as specified in this contract. At least 60 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 15 calendar days from the date of this contract to
Aaron Watson

Construction and Equipment

DLA Troop Support

700 Robbins Ave.

Philadelphia Pa 19111

[insert address of the Government activity to receive the report] marked "First Article Test Report: Contract No. , Lot/Item No. 0001"

Within 15 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

52.209-03 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (SEP 1989), ALT I (JAN 1997) FAR

52.209-9015 WAIVER - FIRST ARTICLE TEST - SIMPLIFIED ACQUISITIONS (NOV 2011) DLAD

[Contracting Officer shall insert name(s) and CAGE Code(s) of sources currently approved for waiver].

52.209-9017 FIRST ARTICLE – CONTRACTOR TESTING – ADDITIONAL REQUIREMENTS (JUL 2014) DLAD

(a) For the Lots/Items identified in this contract as requiring "Contractor First Article Test (FAT) (including test report)" in accordance with the clause at FAR 52.209-3, the Contractor shall—

(1) Conform with technical requirements stated and/or referenced in the solicitation; including number of units to be tested, data required, performance or other characteristics that the first articles shall meet, sequence of processes, tests to which the first articles shall be subjected, and conformance criteria for each requirement specified; and

(2) Provide all facilities, equipment and personnel required to perform the examination and evaluation of the first article when first article testing will be conducted at the Contractor's plant. The Government reserves the right to charge the Contractor for any additional costs of examination and evaluation caused by failure of the Contractor to make available the first article or the required facilities, equipment or personnel, at the time the Contractor advised the testing would take place (see paragraph (a) of the clause at FAR 52.209-3).

(3) Prepare and disseminate the First Article Test Report as follows:

(i) Prepare the Test Report in accordance with Data Item Description DI-NDTI-80809B, entitled, "Test/Inspection Report;"

(ii) Mark the Test Report, "First Article Test Report – Contract Number: _____ and Lot/Item Number: _____;"

(iii) Present the test report to the inspecting activity quality assurance representative (QAR) for review. The QAR will –

(A) Prepare recommendations;

(B) Countersign the first article report;

(C) Forward two copies to the Contracting Officer at the buying activity; and

(D) Provide notification by e-mail, including award number, National Stock Number (NSN), and additive contract Line-item (CLIN) number, and provide copy of award, if not available in Electronic Document Access (EDA), to the Contracting Officer and to:

(1) For awards issued by DLA Land and Maritime

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DLA Land and Maritime FAT Monitor, BPI
Post Office (P. O.) box 3990
Columbus, Ohio 43218-3990
(2) For awards issued by DLA Troop Support:
(i) DLA Troop Support
Attention: First Article Testing Monitor
Building 3
700 Robbins Avenue
Philadelphia, Pennsylvania 19111; or
(ii) For acquisitions of Clothing and Textile (C&T) items, Medical and Subsistence items, and Meal, Ready-To-Eat (MRE) and Tray Pack Items, the Contracting Officer, who acts as FAT/Testing Monitor;
(3) For awards issued by DLA Aviation:
DLA Aviation
ATTN: VGA, Product Assurance Office
8000 Jefferson Davis Highway
Richmond, Virginia 23297-5516
(4) For awards issued by Naval Surface Warfare Center, Carderock Division:
Commanding Officer
Naval Surface Warfare Center
Code 954, Building 77L,
Philadelphia Business Center, Carderock Division
Philadelphia, Pennsylvania 19112-5083
Telephone: (215) 897-1146
(5) For awards issued by Naval Sea Systems Command, Washington Navy Yard:
Commander
Naval Sea Systems Command, Sea 05M3
1333 ISAAC Hull Avenue, SE Stop 5160
Washington Navy Yard, District of Columbia (DC) 20376-5160
Telephone: (202) 781-3729
(iv) Submit the First Article Test Report to the Government activity specified in the contract within the number of calendar days from date of contract (or date of first delivery order, for indefinite delivery contracts) specified in the contract; accompanied by –
(A) Department of Defense (DD) Form 250, Material Inspection and Receiving Report, signed by the QAR and indicating Contract Quality Assurance was accomplished prior to signing the DD Form 250; and
(B) Contractor's certification that the same processes and facilities used to manufacture the first article units will be used to manufacture the production units; and
(4) Pay all costs incurred for transportation of first article samples and test reports under this contract; and, if applicable, any costs of manufacturing and re-testing additional first articles, and administrative costs to the Government for re-procurement.
(b) The Contractor shall enter an offered price in the CLIN for "Contractor First Article Test (FAT) (including test report)" that includes all costs associated with the production and testing of the first articles and the preparation of the First Article Test Report. Offers that do not cite a separate price for the "Contractor First Article Test (FAT) (including test report)" CLIN, or do not specify there is a separate charge for the "Contractor First Article Test (FAT) (including test report)" shall be evaluated under the presumption that there is no separate charge for the production and testing of the first articles and the preparation of the First Article Test Report.
(End of Clause)

52.209-9019 REQUESTS FOR WAIVER OF FIRST ARTICLE TESTING REQUIREMENTS (SEP 2008) DLAD

(a) The Government reserves the right to waive the first article testing requirement when all the following criteria are met [Offeror shall insert information in space provided below, attach documentation to offer, or provide under separate cover to Contracting Officer.]
(1)(i) Source has manufactured the product within the last five (5) years; or
(ii) Identical or similar supplies were previously furnished by the Offeror within the past three (3) years and approved by the Government:
(A) Contract Number(s): _____
Date(s): _____
Issuing Government Agency(ies): _____

ALTERNATIVE PRICES OFFERED IF FIRST ARTICLE TESTING REQUIREMENT IS WAIVED:
ITEM NUMBER: _____
PRICE: _____

52.211-05 MATERIAL REQUIREMENTS (AUG 2000) FAR

CONTINUED ON NEXT PAGE

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

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:
(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

52.211-9000 GOVERNMENT SURPLUS MATERIAL (AUG 2014) DLAD

(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 []

The material conforms to the technical requirements cited in the solicitation (e.g., Commercial and Government Entity (CAGE) code and part number, specification, etc.).

Yes [] No []

The material conforms to the revision letter/number, if any is cited.

Yes [] No [] Unknown []

If no, the revision offered does not affect form, fit, function, or interface.

Yes [] No [] Unknown []

The material was manufactured by:

(Name) (Address)

(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	Contract Number	Contract Date (Month, Year)

Other Source	Address	Date Acquired (Month, Year)

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(3) The material has been altered or modified.

Yes [] No []

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 []**

If yes, (i) the price offered includes the cost of reconditioning/refurbishment.

Yes [] No []; 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 []

If yes, the price includes replacement of cure-dated components. **Yes [] No []**

(5) The material has data plates attached. **Yes [] No []**

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 []**

(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	National Stock Number (NSN)	Commercial and Government Entity (Cage) Code

Part Number	Other Markings/Data

(7) The Offeror has supplied this same material (National Stock Number) to the Government before.

Yes [] No []

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

(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 []**;

and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer.

Yes [] No []

Specification/Drawing Number	Revision (if any)	Date

(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 []**;

(ii) Material has been repackaged. **Yes [] No []**;

(iii) Percentage of material that has been inspected is _____% and/or number of items inspected is _____; and (iv) a written report was prepared. **Yes [] No []** If yes, the Offeror has attached it or forwarded it to the Contracting Officer. **Yes [] No []**

(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):

[] For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DLA Distribution Services 1427, Notice of Award, Statement and Release Document.

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☐ **For DLA Distribution Services Commercial Venture (CV) Sales**, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

☐ **For DLA Distribution Services Recycling Control Point (RCP) term sales**, the statement of account or billing document.

☐ **For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods**, a solicitation/Invitation for Bid and corresponding DLA Distribution Services Form 1427.

☐ **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 ☐**)

☐ **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.

52.211-9002 PRIORITY RATING (NOV 2011) DLAD

52.214-9008 ROUNDING OFF OF OFFER AND AWARD PRICES (NOV 2011) DLAD

52.215-08 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR

52.222-03 CONVICT LABOR (JUN 2003) FAR

52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014) FAR

52.222-50 COMBATTING TRAFFICKING IN PERSONS (FEB 2009) FAR

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) FAR

52.223-9002 ANTI-STAIN TREATMENT (UNTREATED WOOD PRODUCTS) (SEP 2008) DLAD

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

52.232-01 PAYMENTS (APR 1984) FAR

52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

52.232-11 EXTRAS (APR 1984) FAR

52.232-25 PROMPT PAYMENT (JUL 2013) FAR

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) DFARS

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

52.232-9010 ACCELERATED PAYMENTS TO SMALL BUSINESS (APR 2014) DLAD

52.233-01 DISPUTES (MAY 2014) FAR

52.233-03 PROTEST AFTER AWARD (AUG 1996) FAR

52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR

52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011) DLAD

(c) The offeror should check here to opt out of this clause:

☐ . Alternate wording may be negotiated with the contracting officer.

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52.243-01 CHANGES - FIXED PRICE (AUG 1987) FAR

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

52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2014) FAR

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JUN 2013) DFARS

52.246-9054 WARRANTY ACCEPTANCE OF SUPPLIES (NOV 2011) DLAD

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014) DFARS

52.249-01 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) FAR

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

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): <http://www.dla.mil/Acquisition> and <http://farsite.hill.af.mil/>.
(End of Clause)

52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

(a) *Definition.* "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:

- (1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.
- (2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

- (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, *et seq.*);
- (2) The Arms Export Control Act (22 U.S.C. 2751, *et seq.*);
- (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*);
- (4) The Export Administration Regulations (15 CFR Parts 730-774);
- (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
- (6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (AUG 2014) DFARS

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

- [] (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- [] (ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.
- [] (iii) 252.225-7020, Trade Agreements Certificate.
- [] Use with Alternate I.

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- ☐ (iv) 252.225-7022, Trade Agreements Certificate—Inclusion of Iraqi End Products.
☐ (v) 252.225-7031, Secondary Arab Boycott of Israel.
☐ (vi) 252.225-7035, Buy American —Free Trade Agreements—Balance of Payments Program Certificate.
☐ Use with Alternate I.
☐ Use with Alternate II.
☐ Use with Alternate III.
☐ Use with Alternate IV.
☐ Use with Alternate V.

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

FAR/DFARS Provision #	Title	Date	Change

52.207-04 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.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM _____

QUANTITY _____

PRICE QUOTATION _____

TOTAL _____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW – FISCAL YEAR 2014 APPROPRIATIONS (FEB 2014) DFARS

252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (MAR 2012)

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or

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State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

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

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

(b) The Offeror represents that-

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

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

(End of provision)

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) ☐ 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) ☐ Outside the United States.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011) DFARS

52.204-07 SYSTEM FOR AWARD MANAGEMENT (JUL 2013) FAR

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

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Any contract awarded as a result of this solicitation will be () DX rated order; () DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD

52.252-01 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/Acquisition> and <http://farsite.hil.af.mil/> .
 (End of Provision)

SECTION M - EVALUATION FACTORS FOR AWARD

52.209-9016 EVALUATION OF OFFERS - FIRST ARTICLE TESTING (MAR 2009) DLAD

The cost to the Government for first article testing shall be a factor in evaluating offers. The Government's testing costs will be added to the offered price of the applicable item. Unless cited elsewhere in this solicitation the estimated testing costs are shown below:

Item Government testing cost
 \$
 \$
 (End of provision)

52.209-9016 EVALUATION OF OFFERS – FIRST ARTICLE TESTING (SEP 2008), ALT I (MAR 2009) DLAD

52.211-9003 CONDITIONS FOR EVALUATION OF OFFERS OF GOVERNMENT SURPLUS MATERIAL (AUG 2014) DLAD

52.211-9011 BUSINESS SYSTEMS MODERNIZATION (BSM) DELIVERY TERMS AND EVALUATION (MAY 2006) DLAD

52.213-9000 QUANTITY BREAK (NOV 2011) DLAD

If a larger quantity is obtainable at no additional total price due to a minimum order quantity/value or any other reason, the offeror agrees to record below the maximum quantity of the product cited in this request for quote (RFQ) which can be furnished for such total price, along with the lower unit price for such increased quantity. If yet lower unit prices are available for greater quantities, offerors are requested to enter the lower unit prices and quantity ranges to which such prices will apply. The Government may elect to accept such alternate quantity quotations not exceeding \$150,000 without further solicitation or discussion:

Quantity Range	Unit Price

52.213-9001 EVALUATION FACTOR FOR SOURCE INSPECTION (NOV 2011) DLAD