

REQUEST FOR QUOTATIONS		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1 OF 31 PAGES
1. REQUEST NO. SPE4A7-14-Q-4102	2. DATE ISSUED 2014 SEP 30	3. REQUISITION/PURCHASE REQUEST NO. 0054233285	4. CERT.FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING DO-A1
5. ISSUED BY DLA AVIATION ASC SUPPLIER OPER AE AND AF DIV 8000 JEFFERSON DAVIS HWY RICHMOND VA 23297 USA Buyer: Crystal Llewellyn PARFH25 Tel: 804-279-5389 Email: Crystal.Llewellyn@dla.mil			6. DELIVER BY (Date) SEE SCHEDULE	
			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" 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 OCT 01		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	

EXPORT CONTROL APPLIES

CONFIGURATION CONTROL APPLIES

CONTRACTOR FAT/PLT APPLIES

FIRST ARTICLE TESTING MAY BE WAIVED BASED ON GOVERNMENT ACCEPTANCE OF A PREVIOUS FIRST ARTICLE TEST FOR THISITEM, A SIMILAR ITEM, OR MORE COMPLEX ITEM WITHIN THE PAST THREE YEARS. IF YOU WISH TO REQUEST A WAIVER FOR FIRST ARTICLE TESTING, YOU MUST INCLUDE THE CONTRACT NUMBER ON WHICH THE PREVIOUS FIRST ARTICLE TEST OCCURRED IN THE REMARKS SECTION OF YOUR QUOTE.

CONTRACTORS ARE ENCOURAGED TO REQUEST WAIVER OF FIRST ARTICLE TESTING IN ALL CASES WHEN THE CRITERIA FOR WAIVER ARE MET. REGARDLESS OF WHETHER A WAIVER IS REQUESTED, PLEASE INCLUDE PRICING FOR THE FIRST ARTICLE LINE ITEM. THIS WILL HELP ENSURE THAT THE GOVERNMENT HAS ALL NECESSARY INFORMATION TO EVALUATE YOUR QUOTE IN THE EVENT FIRST ARTICLE TESTING CANNOT BE WAIVED.

FIRST ARTICLE TEST :

First Article Test Report 1 TE
Deliver FOB: Destination
Inspection: Origin
Acceptance: Destination

Ship To:
Procuring Contracting Officer
DLA Aviation
8000 Jefferson Davis Highway
ATTN: DLA Aviation FAJA
Richmond, VA 23297-5000

Delivery Schedule:
120 Days ARO: Contractor First Article completed
30 Days: Government Review and Notification to Contractor
168 DAFAA: Delivery of Production Units

318 DARO (Days After Receipt of Order)

Total Delivery Due on 168 DARO if First Article Test Requirements are waived.

11-20-9G DLA AVIATION NOTE TO 52.211-9000 GOVERNMENT SURPLUS MATERIAL
(JUL 2002)
For electronic quotes, if the information requested by Clause 52.211-9000 (Section I) cannot be submitted with your offer, it must be submitted off-line to the contracting officer prior to the solicitation closing date.
Awards citing origin inspection that authorize the furnishing of surplus material will contain a Quality Assurance Provision (QAP) S01 in lieu of the QAP (if any) specified in this solicitation. If destination inspection will apply to the award, the QAP cited in the purchase order text will apply.
A copy of surplus QAP S01 is available on the DLA Aviation Acquisition Reference List, Section 2 <http://www.aviation.dla.mil/userweb/dscrbat/qaps.htm>
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11-20A-9G DLA AVIATION NOTE TO 52.211-9000 GOVERNMENT SURPLUS MATERIAL  
(JUL 2002)

SURPLUS MATERIAL IS ACCEPTABLE. Clause 52.211-9000 (Section I) restates information provided by the

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successful offeror in its offer.

If origin inspection is cited for this award, Quality Assurance Provision (QAP) S01 and any supplemental requirements as specified in the award apply.

If destination inspection is cited for this award, QAP S01 does not apply. Applicable QAP, if any, will be as cited in the PID.

A copy of surplus QAP S01 is available on the DLA Aviation Acquisition Reference List, Section 2 <http://www.aviation.dla.mil/userweb/dscrbat/qaps.htm>

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FAR 52.204-99 (DEVIATION)

System for Award Management Registration {August 2012}{DEVIATION} (a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity {CAGE} code" means-

{1} A code assigned by the Defense Logistics Agency {DLA} Logistics Information Service to identify a commercial or Government entity; or

{2} A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the SAM database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;

(2) The Contractor's CAGE code is in the SAM database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)(1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it

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may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location. (viii) Chief executive officer/key manager. (ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity). (d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

(A) Change the name of the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR;

and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

13-1A-9G NOTIFICATION OF REJECTION OF UNILATERAL AWARD (MAR 2001)

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Unless this is a bilateral award, notice of rejection as described herein is required. The Government's offer to purchase, as evidenced by this order, is made on the basis of your quotation. Although you are not legally obligated

to perform on a unilateral purchase order, you should promptly notify the DLA Aviation contract administrator in writing if you do not intend to perform this order by the specified delivery date. Prompt notification means as soon after receiving notice of award as practicable given the circumstances.

FAILURE TO PROVIDE PROMPT NOTICE WILL ADVERSELY AFFECT YOUR PAST PERFORMANCE AUTOMATED BEST VALUE SYSTEM SCORE IF THIS ORDER IS LATER CANCELLED AT OTHER THAN THE GOVERNMENT'S REQUEST.

52.211-9G22 DLA AVIATION PALLETIZATION FOR MIL-STD-2073 IN ACCORDANCE WITH MD00100452 REVISION B (JUL 2008)

(a) Palletization.

(1) When the total number of containers going to the same destination is 250 pounds or greater (excluding pallet) or a volume of 20 cubic feet or greater, then palletization IAW MIL-STD-147 is required.

(2) When the total number of containers going to the same destination is less than 250 pounds (excluding pallet) and is less than 20 cubic feet, then palletization is not required IAW MIL-STD-147.

(3) Except as otherwise provided in this clause, shipping containers shall be palletized IAW the guidance cited in MIL-STD-147. Special palletization instructions may be further specified under other preparation for delivery instructions in this order/contract. In the case of any inconsistency between such special palletization instructions in the requirements cited in this clause, the special palletization instructions shall take precedence.

(4) Pallets required for use, shall comply with ANSI/MH1, Part No. MH1/9-02SW4048. This part number shall be used for Level A packaging when the total weight is less than 1500 lbs. evenly distributed. This part number shall be used for Level B packaging when the total weight is greater than 1500 lbs., but less than 3000 lbs. evenly distributed.

NOTEUse of nonstandard commercial pallets is forbidden unless cited in the contract/purchase order.

(i) The following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Non-Manufactured Wood Packaging Material (NMWPM) entering a European country or destined for a Container Consolidation Point (CCP) or an aerial or water port of embarkation: All wooden pallets and wood containers produced entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations both dated May 30, 2001. All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be

identified by a permanent marking of "NC," 1.25 inches or greater in height, accompanied by the CAGE code of the contracted manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the

stringer or block on opposite sides and ends of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible.

(ii) Oak and chestnut wood shall be bark free and square edged so that none of the natural rounded surface tissues remain, or be bark free and have a moisture content no greater than 20%. The contractor is responsible for performing an inspection of each shipment to assure compliance with this requirement.

(5) Unless otherwise specified in the contract or purchase order hazardous material containers, except cylinders and 55 gallon drums (see paragraph 5(i) thru (iv), shall be palletized IAW Load Type VI of MIL-STD-147. Pallets used shall be as cited above. "Hazardous Material" for the purpose of this clause, means any material considered hazardous under the Department of Transportation Hazardous Material Regulations, 49 CFR 171-79, IATA, IACO, IMDG, unless otherwise specified.

NOTE Shrink wrap is not authorized for use with Hazardous Materials.

(i) 55 gallon drums for domestic delivery shall be palletized 3 per pallet IAW with load type 3a bonding method G (stretch wrap) or 4 per pallet IAW load

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type VI of MIL-STD-147 (placing an inverted wood cap under and over the load secured by metal strapping).

(ii) 55 gallon drums for export delivery shall be palletized 4 per pallet IAW load type VI of MIL-STD-147 (placing an inverted wood cap under and over the load secured by metal strapping).

(iii) Cylinders for domestic delivery shall be palletized vertically IAW load type IX of MIL-STD-147 or horizontally using metal strapping IAW MIL-STD-147 bonding method D (figure 36) and notched wood spacers (storage aid #25, figure 50) to assure the stability of the load.

(iv) Cylinders for export delivery shall be Palletized (vertically) IAW load type IX of MIL-STD-147.

(6) The use of stretch-wrap, shrink film or nonmetallic strapping for bonding is not authorized for "Export Shipments".

(7) Stretch-wrap, when utilized, shall be accomplished mechanically with a (machine or hand held tool that based on the weight of items being palletized, maintains sufficient tension to assure secure bonding of the items to the pallet during transportation).

(8) Unless otherwise specified in the contract or Purchase Order, all polyethylene/plastic containers for domestic delivery with or without fiberboard over pack shall be palletized IAW load type 3a bonding method G (stretch wrap) or IAW Load "Type VI of MIL-STD-147 to ensure stacking support during transportation and storage. All polyethylene/plastic containers for export delivery with or without fiberboard over pack shall be palletized IAW Load Type VI of MIL-STD-147.

(b) Loading: Five-gallon tight head pails shall be loaded on pallets IAW Load Type III or IIIA of MIL-STD-147, except that a triple layer or course may be used for a total not to exceed 42 pails.

(c) Unitization: Supplies that do not lend themselves to the use of MIL-STD-147 palletization due to size, weight, configuration, etc. shall be unitized by securely blocking, bracing, or anchoring the load on a skid base or commercial type pallet in a manner that assures safe delivery.

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

(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.

(d) All items shall be marked in accordance with MIL-STD-129P. Hazardous items and shelf life items, as

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cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129P 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.

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52.215-9G06 EVALUATION AND AWARD (MAY 2011)

(a) AWARD. The Government intends to evaluate proposals and, if necessary, conduct discussions with all responsible offerors within the competitive range. The award will be made to the offeror whose proposal conforms to the terms and conditions of the solicitation and represents the best value to the Government. Therefore, award may be made to other than the lowest priced or the highest technically rated offer.

(b) RELATIVE IMPORTANCE AND TRADE-OFFS. The Government will base the determination of best value on a comparative assessment of the offerors' prices, past performance, and the other evaluation factors identified elsewhere in this solicitation. The determination of best value also considers the relative importance of the evaluation factors. All evaluation factors, when combined, are:

- [] significantly more important than cost or price. As other evaluation factors become more equal, the evaluated cost or price becomes more important.
- [X] approximately equal to cost or price; or
- [] significantly less important than cost or price. As the evaluated cost/price becomes more equal, relative importance of all other evaluation factors becomes more significant.

The final award decision may involve a trade-off among cost or price and the non-price factors. Factors that may be considered in the trade-off process include, but are not limited to:

- Item criticality and weapons system application
- Current inventory status
- Historical delivery or quality problems
- Concerns over limited supply sources and industrial base
- Benefits from obtaining new sources

(c) COST OR PRICE. The Government will evaluate the offered cost or price. The Government will add any other cost or price evaluation factors identified elsewhere in this solicitation (e.g. Buy American Act or FOB Origin transportation costs) to arrive at the offeror's evaluated cost or price. The evaluated cost or price will be used in conjunction with the other non-price factors to determine the best value to the Government.

(d) PAST PERFORMANCE. Past performance includes, but is not limited to, the offeror's record of conforming to contract requirements and standards of good workmanship; adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and

commitment to customer satisfaction; and generally, the offeror's business-like concern for the customer's interest.

(i) The Automated Best Value System (ABVS) or the Past Performance Information Retrieval System - Statistical Reporting (PPIRS-SR), as applicable, will be used to evaluate quality and past performance on DLA awards (see 52.215-9022).

(ii) In addition, offerors may submit with their offer information on past and current Federal (non-DLA Aviation), State and local government and private sector contracts performed by the offeror at the proposed performance location within the last three years that are similar in nature to this acquisition. Offerors electing to submit this data must furnish at least the following information: name and address of the contracting entity; the contract number; award and completion dates; the dollar value; the contract type; the items or services provided; two references, with title and phone number; and any problems encountered and the corrective action taken by the offeror.

(iii) By submitting past performance information, the offeror agrees to permit the Government's representatives to contact the listed references and inquire of the offeror's performance. If more than three contracts are identified, the Government reserves the right to randomly select and limit its review to three contracts. In addition to the information provided, the Government may consider information obtained from other sources when evaluating the offeror's past performance. Offerors will be given the opportunity to discuss negative past performance information obtained from references if the offeror has not had a previous opportunity to comment on that information.

(iv) Offerors with no past performance history (whether internal or external to the Federal government) will not be evaluated favorably nor unfavorably. (e) PAST PERFORMANCE EVALUATION FACTORS. The Government will use the past performance evaluation factors marked below in addition to cost or price and other evaluation factors specified in the solicitation. Unless indicated otherwise, past performance is significantly more important than other non-price factors. Within the past performance subfactors, ABVS scores/PPIRS assessments (as applicable) will be weighed most heavily. Historical quality history and delivery schedule compliance (not captured in ABVS/PPIRS) will be weighed more heavily than the remaining past performance subfactors. All other non-price evaluation factors specified in this solicitation weigh equally, unless otherwise indicated.

[X] ABVS Score/PPIRS-SR Assessments (52.215-9022)

[] PPIRS-RC Assessments

[] Historical Quality (not captured in ABVS/PPIRS)

[] Historical Delivery Schedule Compliance (not captured in ABVS/PPIRS)

[] ABILITYONE (52.215-9005)

[] Mentoring Business Agreements (MBA) (52.219-9003)

[] Socioeconomic Support (52.215-9003)

[] Other (specify):

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52.215-9G06 ALT I EVALUATION AND AWARD (MAY 2009)

(e) QUOTED DELIVERY. The Government will evaluate the offeror's compliance with the delivery schedule specified in the solicitation. Quoting a greater number of days delivery than requested under the solicitation will result in the quote being evaluated less favorably than a quote meeting the requested delivery schedule. There will be no evaluation preference for offered delivery which is earlier than the requested delivery schedule.

(f) NON-PRICE FACTORS. Quoted delivery and past performance will be evaluated equally, unless indicated otherwise below.

( ) Quoted Delivery is weighed more heavily than past performance.

( ) Past Performance is weighed more heavily than quoted delivery.

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52.246-9G36 CONFIGURATION CONTROL (JUN 2003)

NOTICE TO CONTRACTORS: The requirements of this clause are identified to MIL-STD-973. DLA Aviation will

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continue to reference MIL-STD-973 in solicitations and contracts until implementation of DLA configuration control requirements. The full text of MIL-STD-973 is available at:<http://www.aviation.dla.mil/userweb/dsrbat/qaps.htm>

(a) When configuration management control is cited in the Procurement Item Description, the furnished item(s) shall conform to the approved configuration requirements/revision specified unless a variation is processed and approved as provided for at (b) below.

(b) Variations shall be identified and approval obtained in accordance with MIL-STD-973 dated 17 APR 92, with Interim Notice 3 dated 12 JAN 95 as follows:

(1) Process an Engineering Change Proposal for any changes to the approved configuration in accordance with Paragraph 5.4.2 and Subparagraphs thereto and APPENDIX D, except that Subparagraphs 5.4.2.3.1, 5.4.2.3.5.1, and 5.4.2.3.5.2 do not apply.

(2) Process requests for deviation from the approved configuration in accordance with Paragraph 5.4.3 and Subparagraphs thereto and APPENDIX E.

(3) Process requests for waiver from the approved configuration in accordance with Paragraph 5.4.4 and Subparagraphs thereto and APPENDIX E.

(4) Process requests for parts substitution from the approved configuration in accordance with Paragraph 5.4.5 and Subparagraphs thereto.

(5) Process Specification Change Notices in accordance with Paragraph 5.4.6 and Subparagraphs thereto and APPENDIX F.

(6) Process Notices of Revision (NORS) in accordance with Paragraph 5.4.7 and APPENDIX G.

(7) Process configuration control (short form procedure) in accordance with Paragraph 5.4.8 and Subparagraphs thereto and APPENDIX D.

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52.217-9G34 SUPPLY ASSURANCE THROUGH MULTISOURCE CONTRACTING (OCT 2001)

(a) The Government reserves the right to make multiple awards to assure the availability of supplies when first article testing is required if the Contracting Officer determines that the item(s) to be procured is (are) available in the marketplace for immediate delivery. In such cases, it may be in the Government's best interest to increase the likelihood of supply availability by making awards to both an unproven and a proven source of supply for this item.

(b) When a multisource award exists, the Contracting Officer will award the larger portion of the total requirements to the offeror that represents the best value to the Government based on the evaluation scheme included in the solicitation. The proven source is defined as an offeror who meets the criteria for first article waiver.

(c) Unless an offeror otherwise qualifies it's offer, unit prices submitted for the total requirement will apply to any partial awards.

(d) To assure supply availability and mission support, should the unproved source not complete the first article test requirements in accordance with its contract, the Government reserves the right to exercise a variable quantity supply assurance option to the proven source, in accordance with DLA Aviation Clause 52.217-9G36, Multisource Contract Supply Assurance Option. (e) Variable quantity supply assurance option examples: The total requirement is for 100 items. Contractor A, the unproven source, is awarded a contract for 60 items, FAT required. Contractor B, the proven source, is awarded a contract for 40 items, FAT requirements are waived.

(1) Contractor A fails to complete FAT requirements as prescribed in its contract. Upon completion of proper notifications, an option may be issued to contractor B for a quantity up to 150% (40 x 1.50 = 60).

(2) Given the same scenario, the actual quantity needed may have decreased to 75. To achieve this amount, an option may be issued to contractor B for a quantity up to 88% (40 x .88 = 35.2).

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52.217-9G36 MULTISOURCE CONTRACTING SUPPLY ASSURANCE OPTION (OCT 2001)

(a) Any contract awarded under the provisions of 52.217-9G34, Supply Assurance through Multisource

Contracting, shall include the option below. This option is separate and distinct from any other option provision included in this contract.

(b) To insure supply availability and mission support, the Government awarded multiple contracts under the original solicitation for the items specified in this contract. A larger portion of that requirement was awarded to an unproven source requiring first article testing. In the event that unproven source fails to completed the first article testing and provide a conforming product, the Government may increase the quantity of supplies called for in the Schedule of this contract at the unit prices specified. The Government may order in quantity of supplies up to and including 150% of the total quantity specified in the Schedule of this contract. The Government may also order any lesser quantity at the unit prices specified.

(c) The Contracting Officer may exercise the option by written notice to the Contractor within the scheduled delivery date set forth in the Schedule of this contract. The Government must provide the Contractor with written notice of its intent to exercise the option more than _____ days before the scheduled delivery date. Exercise of the option shall be by separate modification. Exercising this right shall be at no additional cost to either party except as specified herein. Failure to exercise the option shall have no effect on any other terms or conditions of this contract.

(d) Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree. ~~~~~

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SECTION B

SUPPLIES/SERVICES: 2840-01-143-1886

ITEM DESCRIPTION:

NOUN:ROLLER,SIDE,PRIMARY FLAP
GENERAL ELECTRIC COMPANY
DBA GE STRUCTURED SERVICES DIV

APPROVED SOURCE:

CONFIGURATION CONTROL APPLIES
FURNISHED ITEM MUST CONFORM TO THE CITED
REQUIREMENTS/REVISION. VARIATIONS MUST BE
IDENTIFIED AND APPROVAL OBTAINED IN ACCORDANCE
WITH MIL-STD-973 DATED 17 APR 92 AND INTERIM
NOTICE 3 DATED 13 JAN 95. PARAGRAPH 5.4.2
REQUIREMENTS FOR ENGINEERING CHANGE PROPOSALS
AND APPENDIX D INSTRUCTIONS FOR THE PREPARATION
OF AN ECP UTILIZING DD FORMS 1692 THRU 1692-7.
PARAGARAPH 5.4.3 REQUIREMENTS FOR REQUESTS FOR
DEVIATION (RFD), 5.4.4 REQUIREMENTS FOR REQUESTS
FOR WAIVER (RFW) AND APPENDIX E INSTRUCTIONS FOR
THE PREPARATION OF REQUESTS FOR DEVIATION/WAIVER
UTILIZING DD FORM 1694.
PARAGRAPH 5.4.6 REQUIREMENTS FOR SPECIFICATION
CHANGE NOTICES (SCNS), 5.4.7 REQUIREMENTS FOR
NOTICES OF REVISION (NORS), APPENDIX F
INSTRUCTIONS FOR PREPARATION OF SPECIFICATION
CHANGE NOTICE UTILIZING DD FORM 1696 AND
APPENDIX G INSTRUCTIONS FOR PREPARATION OF
NOTICE OF REVISION UTILIZING DD FROM 1695.
PARAGRAPH 5.4.8 CONFIGURATION CONTROL (SHORT
FORM PROCEDURE.)

ITEM SHALL BE MARKED IN ACCORDANCE WITH
MIL-STD-130N DATED 17 DEC 2007.

OFFERORS REQUESTING SOURCE APPROVAL ON THE BASIS
OF PREVIOUS MANUFACTURE OF PRODUCTION QUANTITIES
OF SIMILAR AEROSPACE ITEM(S) FOR THE GOVERNMENT,
OEM OR OTHER AEROSPACE USERS, MUST SUBMIT THE
FOLLOWING ADDITIONAL DOCUMENTATION OR
CERTIFICATIONS:

1. COMPLETE TECHNICAL DATA PACKAGE TO INCLUDE
ALL ASSOCIATED DRAWINGS AND DRAWINGS OF SIMILAR
PART(S) MANUFACTURED, INCLUDING RELEVANT PROCESS
SPECIFICATIONS AND ACTUAL PROCESS SHEETS.
2. IDENTIFICATION OF MAJOR DIFFERENCES BETWEEN
THE SIMILAR ITEM AND APPROVED PART.
3. EVIDENCE OF TESTING CONDUCTED ON THE
MATERIALS USED IN THE PRODUCTION OF THE SIMILAR
ITEM AND ASSURANCE MATERIALS ARE IN CONFORMANCE

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SECTION B

SUPPLY/SERVICE: 2840-01-143-1886 CONT'D

WITH REQUIRED SPECIFICATION.

4. DESCRIPTION OF VALUE ADDED BY OEM INCLUDING ANY FABRICATION, ON SITE INSPECTIONS, QUALITY ASSURANCE SURVEILLANCE ON SUBVENDERS, TOOLING, MANUFACTURING PROCESS SHEETS OR PROCESS DATA FOR USE IN THE FABRICATION OF THE SIMILAR ITEM.

5. EVIDENCE OR CERTIFICATION(S) THAT THE CONTRACTOR WAS RESPONSIBLE FOR ENTIRE MANUFACTURING PROCESS OF OF THE SIMILAR ITEM. EVIDENCE SHOULD INCLUDE ALL MATERIAL, IN-PROCESS INSPECTIONS AND CERTIFICATIONS.

6. EVIDENCE THAT THE ITEM WAS PRODUCED IN PRODUCTION QUANTITIES AND THE END ITEM(S) MET ALL REQUIREMENTS AND WERE ACCEPTABLE TO THE CUSTOMER, I.E., CONTRACT AND SHIPPING DOCUMENTS SHOWING PART NUMBER, STOCK NUMBER (IF APPLICABLE), WITH QUANTITIES DELIVERED AND ACCEPTED.

7. COMPARISON OF MANUFACTURING AND INSPECTION PROCESSES SHOW THAT THE SIMILAR PART INCLUDES THE FULL SCOPE OF PROCESSES, INCLUDING INSPECTIONS REQUIRED TO MANUFACTURE THE SUBJECT ITEM AND THE PROCESSES ARE OF EQUAL OR GREATER COMPLEXITY.

-

52.246-11 Higher Level Contract Quality Requirement (Manufacturers)

FAR CLAUSE 52.246-11 APPLIES. A QUALITY MANAGEMENT PROGRAM MEETING THE REQUIREMENTS OF ISO 9001:2008; A PROGRAM COMPARABLE TO ISO 9001:2008 (EXAMPLE SAE AS 9100), THE FOLLOWING TAILORED VERSION OF ISO 9001:2008; OR A PROGRAM COMPARABLE TO THE TAILORED VERSION OF ISO 9001:2008 (EXAMPLE SAE AS 9003) IS REQUIRED. MIL-I-45208 AND MIL-Q-9858 ARE OBSOLETE AND NO LONGER CONSIDERED SUITABLE WHEN HIGHER LEVEL QUALITY IS REQUIRED. IN THE TAILORED VERSION OF THE ISO 9001:2008, ANY REFERENCES WHICH CITE THE ENTIRE INTERNATIONAL STANDARD ARE INTERPRETED AS EXCLUSIONS TO THIS DOCUMENT.

DLA TAILORED HIGHER LEVEL QUALITY CLAUSE FROM ISO 9001:2008

- 4.1 General requirements, [excluding reference to 1.2 and excluding NOTE 3 c)]
- 4.2.1 General, [excluding subparagraph a)]
- 4.2.2 Quality manual, [excluding subparagraph a)]
- 4.2.3 Control of documents
- 4.2.4 Control of records
- 5.1 Management commitment
- 5.3 Quality policy
- 6.2.2 Competence, training and awareness
- 6.4 Work environment
- 7.1 Planning of product realization, [excluding NOTE 2]
- 7.2.1 Determination of requirements related to the product
- 7.2.2 Review of requirements related to the product
- 7.2.3 Customer communication

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SECTION B

SUPPLY/SERVICE: 2840-01-143-1886 CONT'D

- 7.3.7 Control of design and development changes
- 7.4.1 Purchasing process
- 7.4.3 Verification of purchased product
- 7.5.1 Control of production and service provision
- 7.5.3 Identification and traceability
- 7.5.4 Customer property
- 7.5.5 Preservation of product
- 7.6 Control of monitoring and measuring equipment
- 8.1 General, [excluding subparagraph b) and subparagraph c)]
- 8.2.2 Internal audit
- 8.2.4 Monitoring and measurement of product
- 8.3 Control of nonconforming product
- 8.5.2 Corrective action
- 8.5.3 Preventive action

-

DSCR DOES NOT CURRENTLY HAVE AN APPROVED
TECHNICAL DATA PACKAGE AVAILABLE FOR THIS NSN.
DATA IS PROPRIETARY OR INSUFFICIENT FOR
COMPETITIVE PROCUREMENT.

-

CONTRACTOR FAT/PLT APPLIES:

Contractor first article/preproduction approval testing required. Use DI-NDTI-80809B in preparation of the first article report. Current revision of MIL-HDBK-831 may also be used for report format guidance. First article testing shall be conducted IAW applicable drawings and drawing notes, specification, engineering instructions and specific requirements set forth in the contract. Additionally, 100% dimensional characteristics check shall be performed and results provided to the contracting officer. The first article offered must be manufactured at the facilities in which production quantities are procured under the contract. Contractor shall provide a statement along with objective evidence that test and production items meet the material and process requirements of the contract. If applicable, DD form 1423 documentation shall be provided as required. Unless F.A.T sample(s) is degraded or destroyed in testing or submitted for government fit, form, function verification (when specified by contract), the F.A.T. samples(s) may be deliverable with the last production run of the contract. Additional Wide Area Workflow (WAWF) instructions for contractor first article test CLIN: The contractor shall code the receiving report for contractor first article test CLIN in WAWF as follows: Inspection at origin (source)- Enter the DCMA DODAAC listed on page 1 of the contract. Acceptance at destination- Enter the issue by office DODAAC listed Ship to code- Enter the issue by office DODAAC listed on page 1 of the contract.

A U. S. GOVERNMENT TEAM CONSISTING OF THE DCMA QAR, PERSONNEL FROM NAVICP, AND FRC-SE SHALL WITNESS INSPECTION.
NO ARRANGEMENTS WILL BE MADE FOR INSPECTION OF THE SAMPLE UNTIL THE DCMA QAR NOTIFIES NAVICP, FRCSE, THE PCO THAT THE CONTRACTOR

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SECTION B

SUPPLY/SERVICE: 2840-01-143-1886 CONT'D

HAS INSPECTED THE SAMPLE AND IS 100% READY FOR INSPECTION BY THE GOVERNMENT TEAM. THE DCMA QAR SHALL BE PRESENT DURING THE INSPECTION TEAM#S VISIT TO THE MANUFACTURING SITE TO PERFORM THE FIRST ARTICLE INSPECTION.

-
EXPORT CONTROL APPIES:

THIS ITEM HAS TECHNICAL DATA SOME OR ALL OF WHICH IS SUBJECT TO EXPORT-CONTROL REGULATIONS. DISTRIBUTION OF THE TECHNICAL DATA AND ELIGIBILITY FOR AWARD ARE LIMITED TO THOSE SUPPLIERS QUALIFIED THROUGH JCP CERTIFICATION, OR TO THOSE LICENSED BY EITHER THE DEPARTMENTS OF STATE OR COMMERCE; OR TO FOREIGN SUPPLIERS PURSUANT TO INTERNATIONAL AGREEMENTS.

TO APPLY FOR JCP CERTIFICATION, COMPLETE DD FORM 2345, "MILITARY CRITICAL TECHNICAL DATA AGREEMENT," FORM IS AVAILABLE AT THE WORLD WIDE WEB ADDRESS HTTP://WWW.DLIS.DLA.MIL/JCP OR BY WRITING TO:

DLA LOGISTICS INFORMATION SERVICE
FEDERAL CENTER
74 WASHINGTON AVE., NORTH
BATTLE CREEK, MI 49037-3084

TO MANUFACTURE THIS ITEM, NON-JCP CERTIFIED SUPPLIERS MUST SUBMIT A CURRENT MANUFACTURING LICENSE AGREEMENT, TECHNICAL ASSISTANCE AGREEMENT, DISTRIBUTION AGREEMENT OR OFF-SHORE PROCUREMENT AGREEMENT APPROVED BY THE DIRECTORATE OF DEFENSE TRADE CONTROLS WITH THE OFFER, UNLESS AN EXEMPTION UNDER THE PROVISIONS OF ITAR SECTION, 125.4 "EXEMPTIONS OF GENERAL APPLICABILITY," AND/OR EAR PART 740 ARE APPLICABLE.

NON-JCP CERTIFIED SUPPLIERS SEEKING EXPORT CONTROLLED TECHNICAL DATA ARE REQUIRED TO PROVIDE THE CONTRACTING OFFICER WITH AN APPLICABLE AGREEMENT OR IDENTIFY WHICH ITAR/EAR EXEMPTION APPLIES TO RECEIVE A COPY OF THE EXPORT CONTROLLED TECHNICAL DATA.

NOTE: JCP CERTIFIED CONTRACTORS WHO RECEIVE TECHNICAL DATA PURSUANT TO THEIR DD FORM 2345 CERTIFICATION MAY NOT FURTHER DISSEMINATE SUCH DATA UNLESS FURTHER DISSEMINATION OF THE TECHNICAL DATA IS EXPRESSLY PERMITTED BY DODD 5230.25."

GENERAL ELECTRIC COMPANY DBA GE 99207 P/N 5033T16G01
B & F MACHINE COMPANY, INC. DBA 9J253 P/N 5033T16G01

IAW REFERENCE DRAWING NR 99207 102A161
REVISION NR A DTD 01/02/1985
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 07482 P1TF11
REVISION NR S6 DTD 07/31/1995
PART PIECE NUMBER:

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SUPPLY/SERVICE: 2840-01-143-1886 CONT'D

IAW REFERENCE DRAWING NR 07482 P29TF1
 REVISION NR S1 DTD 09/18/2001
 PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 07482 P1TF9
 REVISION NR S1 DTD 05/09/2006
 PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 07482 P23TF4
 REVISION NR S4 DTD 06/27/2000
 PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 07482 P3TF2
 REVISION NR S2 DTD 02/11/2004
 PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 07482 C7701287
 REVISION NR DTD 09/22/2006
 PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 07482 P11TF1
 REVISION NR S5 DTD 11/20/1996
 PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 07482 P23TF3
 REVISION NR S3 DTD 06/04/2003
 PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 99207 5033T16
 REVISION NR E DTD 03/16/2009
 PART PIECE NUMBER: 5033T16G01

IAW REFERENCE DRAWING NR 99207 5033T16
 REVISION NR C DTD 10/21/1989
 PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 07482 P3TF5
 REVISION NR S1 DTD 12/20/2007
 PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 07482 P1TF3
 REVISION NR 33 DTD 06/29/2007
 PART PIECE NUMBER:

IAW REFERENCE QAP 13873 011431886-11013
 REVISION NR DTD 01/13/2011
 PART PIECE NUMBER:

IAW REFERENCE QAP 13873 CDRL-011431886-11013
 REVISION NR DTD 01/13/2011
 PART PIECE NUMBER:

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SECTION B

SUPPLY/SERVICE: 2840-01-143-1886 CONT'D

IAW REFERENCE DRAWING NR 99207 3045T77
REVISION NR A DTD 04/14/2009
PART PIECE NUMBER:IAW REFERENCE DRAWING NR 99207 3045T76
REVISION NR B DTD 06/23/2000
PART PIECE NUMBER:IAW REFERENCE DRAWING NR 99207 5033T09
REVISION NR DTD 10/05/2011
PART PIECE NUMBER:IAW REFERENCE DRAWING NR 99207 5033T15
REVISION NR A DTD 07/25/1985
PART PIECE NUMBER:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	2840-01-143-1886 ROLLER, SIDE , PRIMARY	760.000	EA	\$ _____	\$ _____

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE: 168 DAYS ADO

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
QUP:001 PRES MTHD:41 CLNG/DRY:1 PRESV MAT:XX
WRAP MAT:XX CUSH/DUNN MAT:XX CUSH/DUNN THKNES:X
UNIT CONT:XX OPI:M
INTRMDTE CONT:E5 INTRMDTE CONT QTY:AAA
PACK CODE:U
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
SPECIAL MARKING CODE:00 -

PALLETIZATION SHALL BE IN ACCORDANCE WITH MD00100452 REV B DATED JULY 01, 2008

PARCEL POST ADDRESS:

W25G1U

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SECTION B

SUPPLY/SERVICE: 2840-01-143-1886 CONT'D

W1BG DLA DISTRIBUTION
DDSP NEW CUMBERLAND FACILITY
2001 NORMANDY DRIVE DOOR 113 TO 134
NEW CUMBERLAND PA 17070-5002
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:

W25G1U
W1BG DLA DISTRIBUTION
DDSP NEW CUMBERLAND FACILITY
2001 NORMANDY DRIVE DOOR 113 TO 134
NEW CUMBERLAND PA 17070-5002
US

Contractor First Article Test with Test

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	0001 - S00000053	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: 30 DAYS ADO

PREP FOR DELIVERY:

Not Applicable

Production Lot Testing (Contractor)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	0001 - S00000062	1.000	EA	\$ _____	\$ _____

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

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SECTION B

SUPPLY/SERVICE: 0001-S00000062 CONT'D

FOB: ORIGIN DELIVERY DATE: 168 DAYS ADO

PREP FOR DELIVERY:

Not Applicable

GOVT USE						
ITEM	PR	PRLI	External	External	External	Customer RDD/ Need Ship Date
			PR	PRLI	Material	
0001	0054233285	0001	N/A	N/A	N/A	08/19/2016
0002	N/A	N/A	N/A	N/A	9907	N/A
0003	N/A	N/A	N/A	N/A	N/A	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

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

SECTION E - INSPECTION AND ACCEPTANCE

52.211-9022 SUPERSEDED PART-NUMBERED ITEMS (NOV 2011) DLAD

(a) Part number (P/N) changes. Part number changes are acceptable only when the offeror completes the following verification:
The offeror represents that the P/N requested in the solicitation has been changed from
CAGE _____ ,

P/N _____ **to**

P/N _____

and that this is a part number change only. The reason for the change is

52.211-9023 SUBSTITUTION OF ITEM AFTER AWARD (NOV 2011) DLAD

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

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999) FAR

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

	Title	Number	Date	Tailoring
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.]
(End of clause)

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

52.246-9003 MEASURING AND TEST EQUIPMENT (JAN 2014) DLAD

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:

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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):

52.246-9019 MATERIAL AND INSPECTION REPORT (APR 2008) DLAD

SECTION F - DELIVERIES OR PERFORMANCE

52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

(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

52.247-9038 SHIPPING INSTRUCTION FOR DLA DIRECT ACQUISITIONS (NOV 2011) DLAD

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)

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SECTION I - CONTRACT CLAUSES

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS

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

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

252.204-7004 ALTERNATE A, SYSTEM FOR AWRD MANAGEMENT (FEB 2014) DFARS

252.204-7012 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 See page 2 unit(s) of Lot/Item as specified in this contract. At least 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 calendar days from the date of this contract to

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

52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (AUG 2013) 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].

52.211-05 MATERIAL REQUIREMENTS (AUG 2000) FAR

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 (NOV 2011) 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)

(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
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		(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.

☐ 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.

52.211-9000 GOVERNMENT SURPLUS MATERIAL (NOV 2011), ALT I (AUG 2008) DLAD

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52.211-9002 PRIORITY RATING (NOV 2011) DLAD

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

52.219-28 POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013) FAR

(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 rerepresentation 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: _____

Date: _____

Title: _____

(End of clause)

52.222-03 CONVICT LABOR (JUN 2003) FAR

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

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

52.222-26 EQUAL OPPORTUNITY (MAR 2007) FAR

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010) FAR

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

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009), ALT I (AUG 2007) FAR

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title:	Document may be obtained from:	Applies performance to in/at:

[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the U.S. to which the document applies.]

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

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

52.227-01 AUTHORIZATION AND CONSENT (DEC 2007) FAR

52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) FAR

52.229-9000 KENTUCKY SALES AND USE TAX EXEMPTION (DEC 1984) DLAD

Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption FG VA 100. No amounts for this tax should be included in bids/offers.

(End of clause)

52.232-01 PAYMENTS (APR 1984) FAR

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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.

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 (May 2014) FAR

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

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003) FAR

*** *

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for [Contracting Officer shall state s pecific period of time after delivery , or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time]—

*** *

(c) Remedies available to the G overnment.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within [Contracting Officer shall insert specific period of time; e.g., "45 days of the last deliver y under this contract," or "45 days after discovery of the defect"].

*** *

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) DFARS

52.246-9043 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (NON-MANUFACTURERS) (NOV 2011) DLAD

52.246-9086 PRODUCTION LOT TESTING (PLT) - CONTRACTOR (MAY 2013) DLAD

(a) For the Lots/Items identified in this contract as requiring "Production Lot Testing (PLT) Contractor (including test report)," the Contractor shall –

(1) Produce the production lot quantity. The Government Quality Assurance Representative (QAR) shall select samples at random from the first production lot produced to determine conformance with technical requirements as stated and/or referenced in the solicitation.

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(4) Prepare and disseminate the PLT Report as follows:

(i) Mark the Test Report, "Production Lot Test Report – Contract Number [Contractor Insert] and Lot/Item Number [Contractor Insert]."

(iv) Submit the PLT Report and QAR report to the Government activity specified in the contract in sufficient time prior to the delivery date of the production quantity to allow for at least a calendar day period for review of the PLT Report, and for the Contracting Officer to provide written notification of approval/disapproval to the Contractor.

52.246-9095 QUALITY ASSURANCE PROVISION FOR APPROVED GOVERNMENT SURPLUS MATERIAL AND QUALITY ASSURANCE (NOV 2012) DLAD

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

52.248-9001 EXEMPTION FROM VALUE ENGINEERING (SEP 2008) DLAD

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)

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized 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.

(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

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252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 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.
- [] (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

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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 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

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(2) [] Outside the United States.
(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

52.203-7005 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

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)

52.252-05 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.

(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)

52.211-9003 CONDITIONS FOR EVALUATION OF OFFERS OF GOVERNMENT SURPLUS MATERIAL (AUG 2008) 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:

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Quantity Range	Unit Price