REQUEST FOR QUOTATIONS THIS RFQ IS			IS NOT A SMALL B	USINESS SE	T-ASIDE	PAGE OF	PAGES 24	
1. REQUEST NO. SPE4A5-15-Q-0589	2. DATE ISSUED 2014 DEC 01	3. REQUISIT 00556089		CHASE REQUEST NO.	ST NO. 4. CERT.FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1			O-A1
5. ISSUED BY DLA AVIATION ASC SUPPLIER OPER OEM DIVIS 8000 JEFFERSON DAVIS HIGHWA RICHMOND VA 23297 USA					7. DELIVEF	B DESTINATION	OTHER	R chedule)
Buyer: JOSEPH ZABLE PARAC16 Email: JOSEPH.ZABLE@DLA.MIL	Tel: 804-279-5280	Fax: 804-279-400	5			FCONSIGNEE		
8. TO:					See Scl			
					c. CITY			
					d. STATE	e. ZIP CODE		
10. PLEASE FURNISH QUOTATIONS T ISSUING OFFICE IN BLOCK 5 ON O BEFORE CLOSE OF BUSINESS (Da 2014 DEC 15	indicate of incurred incurred origin unle	n this form and ret in the preparation	urn it to the of the subrated by quo	rmation, and quotations fue address in Block 5. The mission of this quotation of the Any representations and terr. Any representations and terricular terricular and terric	is request do	pes not commit the Gor or supplies or services	vernment to pa s. Supplies are	y any costs of domestic
	'	11. SCHE	DULE (Se	e Continuation Sheets)				
See attached schedule to complete quo Quoter must also complete the followin a. Quotation is valid for 90 days from d b. Prices quoted are: Contained in Commercial Cate page Contained in Internal Price List our facility. Commercial sales of compara Customer Other (provide basis) c. FOB Point: Destination Origin Shipping d. If delivery period shown in Block 6 is e. Remittance Address (Name, Street,	g: ate specified in Bloodalog or Published P No ble quantities: Qua	rice List No dated ntity	delivery: _unless othe	dated, which may be e		·		
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDA (%)	R DAYS	b. 20 CALENDAR DAYS	S (%) c. 30 (%)	CALENDAR DAYS	d. CALE	NDAR DAYS ERCENTAGE
NOTE: Additional provisions and re	enrecentations	× are	Dare no	t attached.				
13. NAME AND	ADDRESS OF QUOTI		L Jai e 110	14. SIGNATURE OF PERS QUOTATION	SON AUTHORIZ	ED TO SIGN	15. DATE OF	QUOTATION
b. STREET ADDRESS						16. SIGNER		
c. COUNTY				a. NAME (Type or Print)			b. TEI	LEPHONE
d. CITY	e. STATE f. ZI	P CODE		c. TITLE (Type or Print)			NUMBER	

Clause 52,209-04 Section 1

```
* GOVERNMENT FIRST ARTICLE TESTING IS REQUIRED *
CONTRACTORS SHOULD PAY PARTICULAR ATTENTION TO THE FOLLOWING CLAUSES:
52.209-04 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING
52.209-04 ALT I - FIRST ARTICLE APPROVAL - GOVERNMENT TESTING
52.209-9016 EVALUATION OF OFFERS - FAT
52.209-9018 FAT- GOVT TEST- ADDITIONAL REQUIREMENTS
52.209-9019 REQUEST FOR WAIVER OF FAT REQUIREMENTS
52.211-9019 REDUCED DELIVERY SCHEDULE WHEN FAT WAIVED
```

"If the offeror has received a contract or purchase order for the same National Stock Numbered item sought under this solicitation subject to a First Article test, the offeror must identify the contract number under which the First Article is due and the date on which the First Article is due. The contracting officer will use this information in making a determination as to whether First Article can be waived for the offeror under the current solicitation, or alternately, whether a conditional award pending first article approval can be made under the current solicitation".

"If the requested/required delivery for the FAT Report/FA ship time cannot be met, offeror(s) shall provide a proposed delivery schedule with details explaining why the requested/required delivery cannot be met."

"The supplier shall notify in writing the testing lab, the Engineering Support Activity, and the contract administrator when testing reports and/or shipments are submitted IAW contract requirements to include tracking information."

```
FIRST ARTICLE APPROVAL
Government First Article Test 1 EACH = $ (price to be quoted by contractor)
(1 EACH = 1 First Article Test)
Number of samples to be tested = 2 Each
Deliver FOB: Destination
Inspection: Origin
Acceptance: Destination (By the PCO)
BY: 116 Days ARO (Delivery Date of First Article - Documentation and Samples)
Ship To:
DLA CENTRAL RECEIVING DDWG ER
SPECIAL HANDLING, FIRST ARTICLE UNIT
455 BYRON ST, ROBINS AFB GA. 31098
MARK FOR: FIRST ARTICLE, DO NOT POST
**Delivery Schedule:
116 Days ARO: Delivery of Government First Article
240 Days: Government Testing, Evaluation, and Notification to Contractor
93 DAFAA: Delivery of Production Unit(s)
_____
449 DARO (Days after Receipt of Order)
```

(NOTE: If a Production Lot Test is required, this will be built into the above timeline in the appropriate place).

ARO = After Receipt of Order DAFAA = Days after First Article Approval

EVALUATION AND AWARD (FEBRUARY 2013)

(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 52.215-9003 or 52.215-9022).

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REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A5-15-Q-0589

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- (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.
 - [] ABVS Score/PPIRS-SR Assessments (52.215-9022)
 - [X] PPIRS-SR Assessments (52.215-9003) (EProcurement)
 - 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)
 - [] Other (specify):

EVALUATION AND AWARD - ALT I (MAY 2009)

(e) QUOTED DELIVERY. The Government will evaluate the offeror's compliance with the delivery schedule specified in the solicitation.

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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.
- () $\mbox{{\sc Quoted}}$ Delivery is weighed more heavily than past performance.
- () Past Performance is weighed more heavily than quoted delivery.

CONFIGURATION CONTROL (JUN 2003)

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

SUPPLIES/SERVICES: 1560-00-018-1977

ITEM DESCRIPTION:

INSULATION DUCT

FAT REQUIRED:

Government First Article Preproduction approval required. Testing will be in accordance with applicable drawings, specifications and/or Engineering instructions. The first article offered shall be manufactured at the facilities in which production quantities are procured and produced under this contract. When submitting the first article(s) for government testing, a copy of the contract and all applicable drawings, specifications, engineering instructions, certifications, and inspection sheets shall be provided. Upon receipt and evaluation of the test report from the responsible government testing location, the contracting officer will provide final notification to the manufacturer. Any questions or concerns regarding the first article test requirements must be submitted through the contracting officer.

Additional Wide Area Workflow (WAWF) instructions for government first article test CLIN: The contractor shall code the receiving report for government first article test CLIN in WAWF as Follows:

- A: Inspection at origin (Source) Enter the DCMA office DODAAC listed on page 1 of the contract.
- B: Acceptance by other Enter the issue by office DODAAC listed on page 1 of the contract.
- C: Ship to code Enter the DODAAC of the test facility listed for the government first article test CLIN in the contract (See FAR Clause 52.209-4).

FIRST ARTICLE TEST MARKING INSTRUCTIONS:

FAT sample(s) packaging shall be clearly marked "FIRST ARTICLE TEST EXHIBIT(S) DO NOT POST TO STOCK!!!" in largest font possible with contrasting color to the packaging. Marking shall be located adjacent to the Package Shipping Label side and on at least one additional side of the package.

FAT LOCATION:

DLA CENTRAL RECEIVING DDWG ER SPECIAL HANDLING, FIRST ARTICLE UNIT 455 BYRON ST, ROBINS AFB GA. 31098 MARK FOR: FIRST ARTICLE, DO NOT POST

IDENTIFY TO:

SECTION B

SUPPLY/SERVICE: 1560-00-018-1977 CONT'D

MARK IAW MIL-STD-130N(1), DATED 16 NOV 2012. CONFIGURATION CONTROL APPLIES

SAMPLING:

- 1. SAMPLING FOR INSPECTION AND TESTING SHALL BE IAW ANSI/ASQ Z1.4-2003 (R2013). ANY ALTERNATE PLAN MUST BE APPROVED BY THE PCO. A SAMPLING PLAN THAT ACCEPTS ON ZERO DEFECTS IS REQUIRED
- 2. ANY DEFECTIVE ITEM DISCOVERED DURING INSPECTION MAY BE CAUSE FOR REJECTION OF THE ENTIRE CONTRACT QUANTITY.
- 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
- 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

SECTION B

SUPPLY/SERVICE: 1560-00-018-1977 CONT'D

- 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

EXPORT CONTROL:

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."

IAW BASIC DRAWING NR 98897 367702 REVISION NR B DTD 02/16/1968 PART PIECE NUMBER: 367702-9

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A5-15-Q-0589

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SECTION B

SUPPLY/SERVICE: 1560-00-018-1977 CONT'D

IAW REFERENCE DRAWING NR 98897 DS5025 REVISION NR AB DTD 03/13/1996 PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 98897 STP63-001 REVISION NR T DTD 11/13/2008 PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 98897 G597 REVISION NR E DTD 05/13/1964 PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 98752 200415485 REVISION NR C DTD 09/05/2008 PART PIECE NUMBER:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	1560-00-018-1977	2.000	EA	\$	\$
	INSULATION, DUCT				

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN
ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE: 93 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 INSTUCTIONS (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);

SECTION B

SUPPLY/SERVICE: 1560-00-018-1977 CONT'D

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 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 COMMERCIALLY PACKAGED IN ACCORDANCE WITH "ASTM D3951."

Markings Paragraph

When ASTM D3951, Commercial Packaging is specified, the following apply:

- \bullet ,,All Section "D" Packaging and Marking Clauses take precedence over ASTM D3951.
- •,,In addition to requirements in MIL-STD-129, when Commercial Packaging is used, the Method of Preservation for all MIL-STD-129 marking and labeling shall be "CP" Commercial Pack.
- \bullet ,,The Unit of Issue (U/I) and Quantity per Unit Pack (QUP) as specified in the contract take precedence over QUP in ASTM D3951.

PARCEL POST ADDRESS:

SW3210 DLA DISTRIBUTION DEPOT HILL 7537 WARDLEIGH RD CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A5-15-Q-0589

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SECTION B

SUPPLY/SERVICE: 1560-00-018-1977 CONT'D

HILL AFB UT 84056-5734

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:

SW3210 DLA DISTRIBUTION DEPOT HILL 7537 WARDLEIGH RD BLDG 849W HILL AFB UT 84056-5734

Government First Article Test

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	0001 - S00000052	1.000	EA	\$	\$

PRICING TERMS: Firm Fixed Price

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: 116 DAYS ADO

PREP FOR DELIVERY:

Not Applicable

GOVT USE

			External	External	External	Customer RDD/
ITEM	PR	PRLI	PR	PRLI	Material	Need Ship Date
0001	0055608969	0001	N/A	N/A	N/A	04/25/2015
0002	N/A	N/A	N/A	N/A	9906	N/A

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A5-15-Q-0589	PAGE 12 OF 24 PAGES

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, reparable 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.epcqlobalinc.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 <u>252.232-7003</u>, 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/.

CONTINUATION SHEET	REFEREN	CE NO. OF DOCUME SPE4A5-15-0	ENT BEING CONTINUED: Q-0589	PAGE 13 OF 24 PAGES
(End of clause)				,
52.211-9010 SHIPPING LAB	EL REQUIREMEN	TS – MILITARY-STA	NDARD (MIL-STD) 129P (APR	2014) DLAD
52.211-9010 SHIPPING LAE DLAD	BEL REQUIREMEN	TS – MILITARY STA	NDARD (MIL-STD) 129P (NOV	/ 2011), ALT I (AUG 2005)
52.211-9033 PACKAGING A	ND MARKING REC	QUIREMENTS (APR	R 2008) DLAD	
52.211-9095 PALLETIZATIO	N OF SHIPMENTS	(SEP 2012) DLAD)	
52.247-9012 REQUIREMENT	S FOR TREATME	NT OF WOOD PACK	(AGING MATERIAL (WPM) (FE	EB 2007) DLAD
SECTION E - INSPECTION A	ND ACCEPTANCE			
52.246-2 INSPECTION OF S	UPPLIES FIXED P	RICE (AUG 1996)	FAR	
52.246-11 HIGHER-LEVEL (CONTRACT QUALI	TY REQUIREMENT	(FEB 1999) FAR	
			cted below. [If more than one star	ndard is listed, the offeror shall
indicate its selection by checki	ng the appropriate b Number	olock.] Date	Tailoring	
[] ISO	9001	2008	ranoring	
	300.			
	itle very description (if every	data and tailaring (i	f and a fith a high an layed good its.	atom doudo 1
(End of clause)	ille, number (ii any)	, date, and tailoning (i	f any) of the higher-level quality s	standards.j
252.246-7000 MATERIAL IN	SPECTION AND R	ECEIVING REPORT	(MAR 2008) DFARS	
52.246-9003 MEASURING A	ND TEST EQUIPM	ENT (JAN 2014) D	DLAD	
52.246-9008 INSPECTION A	ND ACCEPTANCE	AT ORIGIN (NOV	2011) DLAD	
(a) Inspection and Acceptance(b) The point of acceptance wi(c) The Offeror shall indicate Supplies:Plant:	I be the point of last		ipment unless otherwise indicate II be inspected:	ed by the offeror.
Commercial and Governmen	t Entity (CAGE) Co	ode:		
Street:				
City/State/Zip:				
Applicable to contract line-it	em(s) (CLIN(s):			
(d) The Offeror shall indicate Packaging: [] Same as for supplies, or, Plant:	e below the location	on where packaging	will be inspected:	
Cage Code:				
Street:				
			CONTINUED OF	N NEXT PAGE

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City/St/Zip:		
Applicable to clin(s):		

SECTION F - DELIVERIES OR	PERFORMANCE	
52.211-16 VARIATION IN QU	ANTITY (APR 1984) FAR	

- (b) The permissible variation shall be limited to:
- 0 Percent increase
- 0 Percent decrease

This increase or decrease shall apply to ALL ITEMS.

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

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

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

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

52.247-29 F.O.B. ORIGIN (FEB 2006) FAR

52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 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)

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

52.247-9059 F.O.B. Origin, Government Arranged Transportation (OCT 2013) DLAD

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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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

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

252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013) DFARS

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

52.209-04 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (SEP 1989) FAR

(a) The Contractor shall deliver 2 unit(s) of Lot/Item 1560-00-018-1977 within 116 calendar days from the date of this contract to the Government at

DLA CENTRAL RECEIVING DDWG ER

SPECIAL HANDLING, FIRST ARTICLE UNIT

455 BYRON ST, ROBINS AFB GA. 31098

MARK FOR: FIRST ARTICLE, DO NOT POST

for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 240 calendar days after the Government receives the first article, 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.

52.209-04 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (SEP 1989), ALT I (JAN 1997) FAR

52.209-9018 FIRST ARTICLE - GOVERNMENT TEST - ADDITIONAL REQUIREMENTS (JUL 2014) DLAD

- (a) For the lots/items identified in this contract as requiring Government first article test (FAT) in accordance with the clause at Federal Acquisition Regulation (FAR) 52.209-4, the Contractor shall—
- (1) Conform with technical requirements stated and/or referenced in the solicitation; including number of units to be produced, 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.

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- (2) Provide all facilities, equipment and personnel required to perform the examination and evaluation of the first article units 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 units or the required facilities, equipment or personnel, at the times specified in the above mentioned notice to the Contracting Officer.
- (3)(i) At least fourteen (14) calendar days, or as otherwise specified in the contract, prior to the date when the Contractor will present the first articles to the quality assurance representative (QAR) for inspection to determine compliance with specification requirements, provide written notice to:
- (A) The Contracting Officer;
- (B) The QAR; and
- (C) The following:
- (1) For awards issued by DLA Land and Maritime:

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

- (ii) When first article units are presented to the QAR, provide the Contractor's certification that the same processes and facilities used to manufacture the first article units shall be used to manufacture the production units.
- (iii) Prior to shipping the first article units to the Government testing facility specified in paragraph (a) of the clause FAR 52.209-4 (or resubmitting any first article units after conditional approval or disapproval by the Government testing facility), obtain a statement from the QAR that the first article units have been inspected and determined to comply with the specification requirements.
- (4) Prepare shipping containers for first article units in accordance with the following:
- (i) Exterior marking and shipping documentation.
- (Å) Mark packages containing first article units in bold letters, below and to the left of the address, as follows: "First Article Exhibits: Contract Number [Contractor insert] and Lot/Item Number [Contractor insert];" and
- (B) Use a hard copy of the Department of Defense (DD) Form 250 as a packing list on the exterior of the shipping container, in accordance with military standard (MIL-STD) 129, paragraph 5.3, Exterior Container Documentation.
- (ii) Interior documentation requirements. Include the following with all shipments of first article units:
- (A) Hard copies of the Statement of Inspection and DD Form 250, signed by the QAR;
- (B) Copy of the contract, or those portions of the contract that pertain to the Government First Article Test (FAT) requirements;
- (C) Copies of test reports, showing actual results;
- (D) Material certifications;
- (E) Process operations sheets;
- (F) Copies of drawings used to manufacture the first article units. (Contractor may mark documents, as appropriate, to restrict from public disclosure and/or from Government use other than for evaluation);
- (G) Contractor's certification that the same processes and facilities used to manufacture the first article units shall be used to manufacture the production units;

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A5-15-Q-0589	PAGE 17 OF 24 PAGES
(I) Any other documentation rec (5)(i) Send all first article units transportation tracking informat (A) Contracting Officer; and (B) Points of contact identified (6) Submit first articles to the Galendar days from date of con (7) Pay all costs incurred for tracking informat (ii) Costs of manufacturing and (ii) Administrative costs for resp (b) The Contractor shall enter a costs associated with the productive Test (FAT)" CLIN, or do under the presumption that the (c) Upon completion of the first Officer and to the points of con (d) If first article units are condicted FAR 52.209-4. (1) Final disposition of condition (2)(A) Disapproved first article following information to the Con (15) calendar days after receiving (1) Contractor's complete "Ship (2) Name of Contractor's point (3) Phone number of Contractor (4) Transportation cost codes (by traceable means (e.g., certified or registered mail, United Parcel Service, are shipped, provide copies of the signed DD Form 250, the QAR Statement tion to the— at paragraph (a)(3)(i)(C) of this clause. Bovernment testing facility identified in paragraph (a) of the clause at FAR 52. at a specified in paragraph (a) of the clause at FAR 52. and ansportation of first article units under this contract; and, if applicable - re-testing additional first articles; and procurement by the Government. In offered price in the contract line-item (CLIN) for "Government First Article action and testing of the first articles. Offers that do not cite a separate price in not specify there is a separate charge for the "Government First Article Test article testing, the Government test facility will submit its report of testing in a tact identified at paragraph (a)(3)(i)(C) of this clause. Itionally approved or disapproved, the Government shall take action in accordinally approved or disapproved first article units is determined at the discretion units may be returned to the Contractor at the Government's discretion, if the intracting Officer and to the points of contact identified at paragraph (a)(3)(i)(C) ing notification of disapproval of the first article unit: To" address; DEFENSE LOGISTICS ACQUISITION DIRECTIVE of contact (POC)/addressee;	Test (FAT)" that includes all for the "Government First (FAT)", shall be evaluated duplicate) to the Contracting dance with the clause at a of the Government. E Contractor submitted the C) of this clause within fifteen
(End of Clause) 52.209-9019 REQUESTS FO	R WAIVER OF FIRST ARTICLE TESTING REQUIREMENTS (SEP 2008)	DLAD
insert information in space prov (1)(i) Source has manufactured (ii) Identical or similar supplies Government: (A) Contract Number(s): Date(s): Issuing Government Agency(ie	the right to waive the first article testing requirement when all the following crivided below, attach documentation to offer, or provide under separate cover to the product within the last five (5) years; or were previously furnished by the Offeror within the past three (3) years and a separate cover to the provided provided by the Offeror within the past three (3) years and a separate cover to the provided provided by the Offeror within the past three (3) years and a separate cover to the provided provided by the Offeror within the past three (3) years and a separate cover to the provided provided by the Offeror within the past three (3) years and a separate cover to the provided by the Offeror within the past three (3) years and a separate cover to the provided by the Offeror within the past three (3) years and a separate cover to the provided by the Offeror within the past three (3) years and a separate cover to the provided by the Offeror within the past three (3) years and a separate cover to the provided by the Offeror within the past three (3) years and a separate cover to the provided by the Offeror within the past three (3) years and a separate cover to the provided by the Offeror within the past three (3) years and a separate cover to the provided by the Offeror within the past three (3) years and a separate cover the provided by the Offeror within the past three (3) years and a separate cover three covers three three covers t	to Contracting Officer.]
**** ALTERNATIVE PRICES OFFE	RED IF FIRST ARTICLE TESTING REQUIREMENT IS WAIVED:	
ITEM NUMBER:PRICE:		
52.211-05 MATERIAL REQU	IREMENTS (AUG 2000) FAR	
52.211-9000 GOVERNMENT	SURPLUS MATERIAL (AUG 2014) DLAD	

	material being offered, the Offeror represents that: d, 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 []

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The material was manufac	tured by:		
(Name)	(Address)		
If no, the Offeror must atta	ossesses the material. Yes [ch or forward to the Contract material from a Government] No [] ing Officer an explanation as to how the o selling agency or other source. Yes [] N	ffered quantities will be secured. If yes, No [] If yes, provide the information
Government Selling Agency	Contract Number	Contract Date (Month, Year)	
Other Source	Address	Date Acquired (Month, Year)	
(4) The material has been If yes, (i) the price offered in Yes [] No []; and (ii) the done, including the compose Yes [] No [] If yes, the price includes refused in the first yes, the Offeror must state of the offered material is (If yes, the Offeror has state of the yes, the yes of the yes, the yes of the yes, the yes of the	reconditioned. Yes [] No [includes the cost of recondition of the cost of recondition of the conference of the cost of the cos	oning/refurbishment. and to the Contracting Officer a complete of applicable rebuild standard. The materian mponents. Yes [] No [] [] ained thereon, or forward a copy or facsime [] No [] [] sand data cited on the package; or has a	description of any work done or to be all contains cure-dated components. The provided representation of the data plate to the Contracting
	(NON)	(Cage) Code	
Part Number	Other Marki	ngs/Data	
Yes [] No [] If yes, (i) the material bein	g offered is from the same o	al Stock Number) to the Government before riginal Government contract number as the gency and contract number under which the	at provided previously.
		CONTINU	UED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE N	IO. OF DOCUMENT BEING CONTINUED: SPE4A5-15-Q-0589	PAGE 19 OF 24 PAGES
Yes [] No [] If yes, (i) the specification/		a specification or drawing. of the Offeror. Yes [] No []; n below, or forwarded a copy or facsimile to the	e Contracting Officer.
Specitication/Drawing Number	Revision (if any)	Date	
Number	Revision (il any)	Date	
		mber and for absence of corrosion or any obvi	
Yes [] No [] If yes, (i) Material has bee (ii) Material has been repa (iii) Percentage of material was prepared. Yes [] No (d) The Offeror agrees tha surplus material will be pe (e) The Offeror has attach was previously owned by t [] For national or local corresponding DLA Distrib [] For DLA Distribution S invoices/receipts used by t [] For DLA Distribution S [] For property sold un solicitation/Invitation for Bi [] When the above doct facsimile of all original p number, and original contr	n re-preserved. Yes [] No ackaged. Yes [] No []; I that has been inspected is o [] If yes, the Offeror has at in the event of award and narformed at source or destinated or forwarded to the Contractive Government (Offeror che sales, conducted by sealed outling Services 1427, Notice of Services Commercial Venture the original purchaser to reservices Recycling Control and corresponding DLA Dispute the exchange or sale of and corresponding DLA Dispute the exchange and data act number. (This information	[]; % and/or number of items inspected is attached it or forwarded it to the Contracting Or totwithstanding the provisions of the solicitation subject to all applicable provisions for sour acting Officer one of the following, to demonstrack which one applies): d bid, spot bid or auction methods, a solicitation of Award, Statement and Release Document. The (CV) Sales, the shipment receipt/delivery pages.	is; and (iv) a written report fficer. Yes [] No [] In, inspection and acceptance of the rice or destination inspection. In attemption and acceptance of the rice or destination inspection. In attemption for Bid and rich accomment and resolution for Bid and resolution for Bid and resolution or billing document. In or retail methods, a retail methods, a retail methods according acquired, a copy or Entity (CAGE) code and part 6) of this clause. Yes [] No [])

52.211-9002 PRIORITY	RATING (NOV 2011) DLA	ND.	
52.211-9019 REDUCED (SEP 2008) DLAD	DELIVERY SCHEDULE AP	PLIES WHEN FIRST ARTICLE TESTING RE	QUIREMENTS ARE WAIVED
52.211-9052 NOTIFICAT	TION TO GOVERNMENT OF	AND CONTEMPLATED PRODUCTION PHA	SE-OUT (NOV 2011) DLAD
52.215-08 ORDER OF P	RECEDENCE - UNIFORM	CONTRACT FORMAT (OCT 1997) FAR	
52.216-9022 PLACEMEI 2011) DLAD	NT OF TASK/DELIVERY OR	RDERS AGAINST MULTIPLE INDEFINITE DE	LIVERY CONTRACTS (NOV
of N/A importance than (to the contract and may inclu be given to delivery, qualit	 the other factors combined ide performance under other y of supplies furnished, and 	ery orders under this contract are price, past per . Past performance will include performance or contracts. In evaluating performance under presuccess in implementing any socioeconomic stagreement, Ability One) which may be applicable.	n orders previously placed under revious orders, consideration will upport programs (small business,

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- 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
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) 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
- 52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR
- 52.232-11 EXTRAS (APR 1984) FAR
- 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR
- 52.232-25 PROMPT PAYMENT (JUL 2013) FAR
- 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) 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 (OCT 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 ONE YEAR FROM THE LAST DELIVERY UNDER CONTRACT [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 ONE YEAR FROM THE LAST DELIVERY UNDER CONTRACT [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"].

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

52.247-01 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006) FAR

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed
these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping
documents are annotated with either of the following notations, as appropriate:
(a) If the Government is shown as the consignor or the consignee, the annotation shall be:
Transportation is for the [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the
consignor or consignee are assignable to, and shall be reimbursed by, the Government.
(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:
Transportation is for the [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the
consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No
This may be confirmed by contacting [Name and address of the contract administration office listed in the
contract].
(End of clause)

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

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

52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (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

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(a) Offerors are invited to state	CHASE QUANTITY - SUPPLIES (AUG 1987) FAR te an opinion on whether the quantity(ies) of supplies on which bids is (are) economically advantageous to the Government.	s, proposals or quotes are
economic purchase quantity. If economic purchase quantity is quantity points, this information OFFEROR RECOMMENDATION		uoted for applicable items. An
QUANTITY		
(c) The information requested in Government in developing a da cancel the solicitation and resol	n this provision is being solicited to avoid acquisitions in disadvantageous ata base for future acquisitions of these items. However, the Government licit with respect to any individual item in the event quotations received arrent quantities should be acquired.	s quantities and to assist the reserves the right to amend or
	TION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT EDERAL LAW – FISCAL YEAR 2014 APPROPRIATIONS (FEB 2014)	
252.209-7998 REPRESENTA OR STATE LAW (DEVIATION	TION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION 2012-00007) (MAR 2012)	ON UNDER ANY FEDERAL
Act may be used to enter into a State law within the preceding 2 suspension or debarment of the the Government.	514 of Division H of the Consolidated Appropriations Act, 2012, none of ta contract with any corporation that was convicted of a felony criminal viol 24 months, where the awarding agency is aware of the conviction, unless e corporation and made a determination that this further action is not nec it is [] is not [] a corporation that was convicted of a felony criminal 24 months.	lation under any Federal or s the agency has considered sessary to protect the interests of
(End of provision)		
	TION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT EDERAL LAW (DEVIATION 2012-00004) (JAN 2012)	TAX LIABILITY OR A FELONY
funds made available by that A(1) Has any unpaid Federal tax or have lapsed, and that is not tax liability, where the awarding of the corporation and made a (2) Was convicted of a felony caware of the conviction, unless	s 8124 and 8125 of Division A of the Consolidated Appropriations Act, 20 of the consolidated Appropriations Act, 20 of the consolidated to enter into a contract with any corporation that a liability that has been assessed, for which all judicial and administrative being paid in a timely manner pursuant to an agreement with the authority agency is aware of the unpaid tax liability, unless the agency has considetermination that this further action is not necessary to protect the interest riminal violation under any Federal law within the preceding 24 months, when the agency has considered suspension or debarment of the corporation protect the interests of the Government.	remedies have been exhausted ty responsible for collecting the dered suspension or debarment ests of the Government. where the awarding agency is

- (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, Mis cellaneous 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 compone nts, 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 purpose s 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

Any contract awarded as a result of this solicitation will be () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the C ontractor 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 electron ically 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 0002 \$ 8311.18 \$ (End of provision)

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

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	SFE4A5-15-Q-0569	
52 211-9011 RUSINESS SYS	STEMS MODERNIZATION (BSM) DELIVERY TERMS AND EVALUATION	N (MAY 2006) DLAD
		(MAT 2000) DEAD
52.213-9000 QUANTITY BRE	EAK (NOV 2011) DLAD	
agrees to record below the man price, along with the lower unit requested to enter the lower un	e at no additional total price due to a minimum order quantity/value or any or ximum quantity of the product cited in this request for quote (RFQ) which or price for such increased quantity. If yet lower unit prices are available for nit prices and quantity ranges to which such prices will apply. The Governm of exceeding \$150,000 without further solicitation or discussion:	an be furnished for such total greater quantities, offerors are
Quantity Range	Unit Price	
	 	
52.214-9002 TRADE DISCOU	UNTS (JUN 1983) DLAD	
E2 24E 0002 LISE OF DAST D	ERFORMANCE INFORMATION RETRIEVAL SYSTEM - STATISTICAL F	DEDODTING (DDIDE ED)
	FORMANCE EVALUATION (FEB 2013) DLAD	(EPORTING (PPIRS-SR)
52 215-9022 CONTRACTOR	PAST PERFORMANCE EVALUATION CONTRACTOR PAST PERFORI	MANCE EVALUATION -
	MATED SYSTEMS (FEB 2013) DLAD	WANGE EVALUATION