REQUEST FOR QUOTATIONS			THIS RFQ	ıs	IS NOT A SMALL BUSINESS SET-ASIDE PAGE OF P			F PAGES	
1. REQUEST NO. SPE4A5-15-Q-0601	2. DATE ISSU 2014 DEC 0		3. REQUISIT		CHASE REQUEST NO.	UNDER	FOR NAT. DEF. BDSA REG. 2 R DMS REG. 1	RATING [)O-A1
5. ISSUED BY DLA AVIATION ASC SUPPLIER OPER OEM DIVIS 8000 JEFFERSON DAVIS HIGHWA RICHMOND VA 23297 USA		'				6. DELIV	ER BY <i>(Date)</i> 173 DAYS ERY FOB DESTINATION	OTHE	:R Schedule)
Buyer: Sara Guzman Benavides PA Email: Sara.Guzmanbenavides@dla		4-279-10	97			a. NAME	OF CONSIGNEE		
8. TO:							chedule T ADDRESS		
						c. CITY			
						C. CITT			
						d. STATE	e. ZIP CODE		
10. PLEASE FURNISH QUOTATIONS T ISSUING OFFICE IN BLOCK 5 ON O BEFORE CLOSE OF BUSINESS (Da 2014 DEC 05	R indicatincurre origin	te on this ed in th unless of	form and retue	urn it to the of the	rmation, and quotations from address in Block 5. The mission of this quotation coter. Any representations a	nis request or to contrac	does not commit the Go t for supplies or services	vernment to p s. Supplies are	ay any costs of domestic
	•		11. SCHED	OULE (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 alog or Publishe . No ble quantities: (g Point (City, State, unacceptable, City, State, ZIP)	Quantity ate) provide to same a	datedopest possible as Block 13 u	; Price	dated, which may be eee; rwise indicated below:		 		
12. DISCOUNT FOR PROMPT PAYMENT		a. 10	0 CALENDAR	RDAYS	b. 20 CALENDAR DAY:	S (%) c. 3	0 CALENDAR DAYS		ENDAR DAYS PERCENTAGE
NOTE: Additional provisions and re	epresentations ADDRESS OF QU		× are	are no	t attached.	CON AUTUC	DIZED TO CION	15 DATE O	F QUOTATION
	AGE	DOIEK			14. SIGNATURE OF PERS QUOTATION	OUN AUTHUR	NIZED IO SIGN	JO. DATE OF	. QUUIAIIUN
b. STREET ADDRESS							16. SIGNER		
c. COUNTY					a. NAME (Type or Print)			b. TE	ELEPHONE
d. CITY	e. STATE	f. ZIP COI	DE		c. TITLE (Type or Print)			NUMBER	

NOTIFICATION OF REJECTION OF UNILATERAL AWARD (MAR 2001)

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.

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.
 - $[{\tt X}]$ 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).
- (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.

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[] Historica	al Quality (not captured in ABVS/PPIRS)		
	n Delivery Schedule Compliance (not n ABVS/PPIRS)		
[] ABILITYON	E (52.215-9005)		
-	Business Agreements (MBA) 9-9003)		
[] Other (sp	pecify):		
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	.~~~~~~~~~~~~~		
EVALUATION AND AWARD - ALT	I (MAY 2009)		
compliance with the deliver Quoting a greater number of solicitation will result in than a quote meeting the re	Government will evaluate the offeror's by schedule specified in the solicitation. days delivery than requested under the the quote being evaluated less favorably equested delivery schedule. There will be offered delivery which is earlier than edule.		
(f) NON-PRICE FACTORS. Quevaluated equally, unless in	oted delivery and past performance will be ndicated otherwise below.		

( ) 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

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- 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  $\mbox{G}.$
- (7) Process configuration control (short form procedure) in accordance with Paragraph 5.4.8 and Subparagraphs thereto and APPENDIX D.

### SECTION B

SUPPLIES/SERVICES: 1660-01-615-4537

ITEM DESCRIPTION:

INSULATION PIPE COV

MIL-STD-130N(1) DATED 16 NOV 2012.
IDENTIFICATION MARKING OF U.S. MILITARY PROPERTY
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.

ADEQUATE DATA FOR THE EVALUATION OF ALTERNATE OFFERS IS NOT AVAILABLE AT THE PROCUREMENT AGENCY.THE OFFEROR MUST PROVIDE A COMPLETE DATA PACKAGE INCLUDING DATA FOR THE APPROVED AND ALTERNATE PART FOR EVALUATION.

NORTHROP GRUMMAN SYSTEMS 76823 P/N 74A838024-1003

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN
ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE: 173 DAYS ADO

PREP FOR DELIVERY:

PKGING DATA-OUP:001

SHALL BE PACKAGED STANDARD COMMERCIAL IN ACCORDANCE WITH ASTM D 3951.

Markings Paragraph

When ASTM D3951, Commercial Packaging is specified, the following apply:
•,,All Section "D" Packaging and Marking Clauses take precedence over
ASTM D3951.

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# SECTION B

SUPPLY/SERVICE: 1660-01-615-4537 CONT'D

- •,,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:

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

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

GOVT USE

			External	External	External	Customer RDD/
ITEM	PR	PRLI	PR	PRLI	Material	Need Ship Date
0001	0055522849	0001	N/A	N/A	N/A	08/30/2015

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### **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 <a href="http://www.epcqlobalinc.org/standards/">http://www.epcqlobalinc.org/standards/</a>.
- (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 <a href="http://www.acq.osd.mil/log/rfid/tag_data.htm">http://www.acq.osd.mil/log/rfid/tag_data.htm</a>. 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 <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>.

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(End of clause)			
52.211-9010 SHIPPING LAB	EL REQUIREMENTS – MILITA	RY-STANDARD (MIL-STD) 129P (APF	₹ 2014) DLAD
52.211-9010 SHIPPING LAE	BEL REQUIREMENTS – MILITA	ARY STANDARD (MIL-STD) 129P (NO	V 2011), ALT I (AUG 2005)
52.211-9033 PACKAGING A	ND MARKING REQUIREMENT	TS (APR 2008) DLAD	
52.247-9012 REQUIREMENT	S FOR TREATMENT OF WOO	DD PACKAGING MATERIAL (WPM) (F	EB 2007) DLAD
SECTION E - INSPECTION AI	ND ACCEPTANCE		
52.246-9008 INSPECTION A	ND ACCEPTANCE AT ORIGIN	I (NOV 2011) DLAD	
		before shipment unless otherwise indicate oplies will be inspected:	ed by the offeror.
Commercial and Governmen	t Entity (CAGE) Code:	-	
Street:		-	
City/State/Zip:		-	
Applicable to contract line-ite	em(s) (CLIN(s):	_	
(d) The Offeror shall indicate Packaging: [ ] Same as for supplies, or, Plant:	e below the location where pa	_ ckaging will be inspected:	
Cage Code:		_	
Street:		-	
City/St/Zip:		_	
Applicable to clin(s):		-	
***		_	
SECTION F - DELIVERIES OF	R PERFORMANCE		
52.211-17 DELIVERY OF EX	CESS QUANTITIES (SEP 198	39) FAR	
52.242-17 GOVERNMENT D	ELAY OF WORK (APR 1984)	FAR	
52.247-9059 F.O.B. Origin, G	overnment Arranged Transpo	ortation (OCT 2013) DLAD	
<b>CONTIGUOUS UNITED STAT</b>	ES (OCONUS) (JUL 2013) (I	OT) PROGRAM - SHIPMENTS ORIGINA DLAD) the 48 contiguous states and the District of	

	CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A5-15-Q-0601	PAGE 10 OF 17 PAGES
	Inspection and acceptance by t  (c) For Offerors whose shipmer transportation to a CONUS local This location shall be deemed t	Inducted under the Firste Destination Transportation (FDT) Initiative. Delivery the Government will occur at destination unless otherwise specified in the solic nts will originate from outside CONUS (OCONUS), the Offeror's f.o.b. origin pration that the Offeror selects based on cost-effectiveness or other variables at the origin point for purposes of the f.o.b. origin terms and conditions of the solic IS location as the pick-up point in the Vendor Shipment Module (VSM) at https://www.example.com/	citation.  rice shall include the Offeror's discretion. icitation/order/contract. The
	(End of Clause)		
	SECTION H - SPECIAL CONT	RACT REQUIREMENTS	
	(a) The Contractor shall remove representation that the end item obliteration shall be accomplish in commercial channels of reject	OVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOW e or obliterate from a rejected end item and its packing and packaging, any man or any part of it has been produced or manufactured for the United States Government of the John of the Control of the States of th	arking, symbol, or other covernment. Removal or ractor, in making disposition Trade Commission Act (15
	identifications within 72 hours offered or supplies transferred for product rejected at destination of the supplies in the supplies transferred for the supplies transferred for the supplies the supplines the supplies the supplies the supplies the supplies the suppl	d by the Contracting Officer, the Contractor is responsible for removal or oblited of rejection of nonconforming supplies including supplies manufactured for the from the Government's account to the cold storage Contractor's account at original and returned to the Contractor's plant, the 72 hour period starts with the time of all or obliteration is accomplished and prior to disposition, the Contractor must	Government but not igin or destination. (For of Contractor receipt of
	·	(End of Clause)	
	SECTION I - CONTRACT CLA	USES	
	252.203-7000 REQUIREMEN	ITS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEF	'2011) DFARS
	252.203-7002 REQUIREMEN	IT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)	DFARS
	52.204-13 SYSTEM FOR AW	ARD MANAGEMENT MAINTENANCE (JUL 2013) FAR	
	252.204-7003 CONTROL OF	GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS	
	252.204-7004 ALTERNATE A	A, SYSTEM FOR AWRD MANAGEMENT (FEB 2014) DFARS	
	252.204-7012 SAFEGUARDII	NG OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NO	V 2013) DFARS
	52.211-05 MATERIAL REQUI	IREMENTS (AUG 2000) FAR	
	52.211-9000 GOVERNMENT	SURPLUS MATERIAL (AUG 2014) DLAD	
	(1) The material is new, unused Yes [ ] No [ ] The material conforms to the te part number, specification, etc.) Yes [ ] No [ ] The material conforms to the re Yes [ ] No [ ] Unknown [ ]	not affect form, fit, function, or interface.	ent Entity (CAGE) code and
1	The material was manufactured	a wy.	

CONTINUATION SHEET	REFERENCE N	O. OF DOCUMENT BE SPE4A5-15-Q-0601	ING CONTINUED:	PAGE 11 OF 17 PAGES
(Name)	(Address)			
If no, the Offeror must atta		ting Officer an explanation		quantities will be secured. If yes, If yes, provide the information
Government Selling Agency	Contract Number	Contract Date (Month, Year)		
Other Source	Address	Date Acquired (Month, Year)		
(3) The material has been	altered or modified.			
(4) The material has been If yes, (i) the price offered Yes [ ] No [ ]; and (ii) the done, including the compound Yes [ ] No [ ] If yes, the price includes re (5) The material has data If yes, the Offeror must sta Officer.  (6) The offered material is (If yes, the Offeror has sta	nents to be replaced and the eplacement of cure-dated corplates attached. Yes [] No ate below all information cont in its original package. Yes ted below all original marking	[ ] coning/refurbishment. ard to the Contracting Ocapplicable rebuild standard mponents. Yes [ ] No [ ] ained thereon, or forwar [ ] No [ ] gs and data cited on the	fficer a complete descript dard. The material contai [ ] d a copy or facsimile of th	tion of any work done or to be ins cure-dated components.  The data plate to the Contracting
Contracting Officer a copy Contract Number	or facsimile of original packa National Stock Number (NSN)	Commercial and Government Entity (Cage) Code		
Part Number	Other Marki	ings/Data		
Yes [ ] No [ ] If yes, (i) the material beir	ed this same material (Nationing offered is from the same of ate below the Government A Contract Numb	riginal Government con	ract number as that provi	ided previously. erial was previously provided:
(8) The material is manufa	acturered in accordance with	a specification or drawi	ng.	

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and (ii) the Offeror has stat Yes [ ] No [ ]	drawing is in the possession ted the applicable information			acting Officer.	
Specitication/Drawing	Devision (if any)	Data			
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					
****					
52.211-9002 PRIORITY F	RATING (NOV 2011) DLA	D			
	RECEDENCE - UNIFORM		OCT 1997) FAR		
52.222-19 CHILD LABOR	R - COOPERATION WITH A	UTHORITIES AND REM	EDIES (JAN 2014) FAR		
52.222-21 PROHIBITION	OF SEGREGATED FACILI	TIES (FEB 1999) FAR			
52.222-26 EQUAL OPPO	ORTUNITY (MAR 2007) FA	AR			
52.222-36 AFFIRMATIVE	E ACTION FOR WORKERS	WITH DISABILITIES (J	UL 2014) FAR		
52.222-50 COMBATTING	TRAFFICKING IN PERSO	NS (FEB 2009) FAR			
52.223-18 ENCOURAGIN	NG CONTRACTOR POLICIE	ES TO BAN TEXT MESS	AGING WHILE DRIVING (A	AUG 2011) FAR	
52.225-13 RESTRICTION	NS ON CERTAIN FOREIGN	PURCHASES (JUN 200	08) FAR		
52.232-01 PAYMENTS	(APR 1984) FAR				
52.232-08 DISCOUNTS I	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 (OCT 2014) FAR

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

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

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

52.252-02 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.

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(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.							
SECTION K - REPRI	ESENTA	TIONS, CERTIFICATIONS AI	ND STATEMEN	тѕ			
252.204-7007 ALTE	ERNATE .	A, ANNUAL REPRESENTAT	TIONS AND CEI	RTIFICATIONS (AUG 2014) D	FARS		
[Contracting Officer of [] (i) 252.209-7002, [] (ii) 252.225-7000, [] (iii) 252.225-7020, [] Use with Alternate [] (iv) 252.225-7022, [] (v) 252.225-7031, [] (vi) 252.225-7035, [] Use with Alternate	check as a Disclosur, Buy Amore, Trade A e I.  Control Trade A e I	re of Ownership or Control by erican—Balance of Payments agreements Certificate.  Agreements Certificate—Inclusions Agreements Certificate—Inclusions Agreements Boycott of Israel.  The annual representations are CA) website at https://www.acoffer that the representations are c) and paragraph (d) of this principal applicable to this solicitation, as of the date of this offer, an offeror to insert changes, iden	a Foreign Gove a Program Certification of Iraqi End ents—Balance of and certifications quisition.gov/ and certifications rovision have be on (including the nd are incorporatifying change be	cate.	resentations and ase information, the offeror nat apply to this solicitation last 12 months, are le to the NAICS code e FAR 4.1201); except for These amended		
FAR/DFARS Provision #		Title	Date	Change			
(a) Offerors are invi	ted to sta	CHASE QUANTITY - SUPPL ate an opinion on whether th is (are) economically adva	ne quantity(ies)	of supplies on which bids, pro	oposals or quotes are		
				CONTINUED ON NE	EXT PAGE		

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economic purchase quantity. If economic purchase quantity is quantity points, this information OFFEROR RECOMMENDATION ITEM	ONS	uoted for applicable items. An		
PRICE QUOTATION  TOTAL  (c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.				
(End of provision)  252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW – FISCAL YEAR 2014 APPROPRIATIONS (FEB 2014) DFARS				
252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-00007) (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 2012-00004) (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-				
administrative remedies have be with the authority responsible for	ation that has any unpaid Federal tax liability that has been assessed, for seen exhausted or have lapsed, and that is not being paid in a timely man or collecting the tax liability, ation that was convicted of a felony criminal violation under a Federal law	nner pursuant to an agreement		

# 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;

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- (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; ( ) 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**

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

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

52.213-9000 QUANTITY BREAK (NOV 2011) DLAD

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

Quantity Range	Unit Price	

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