

REQUEST FOR QUOTATIONS		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1 OF 24 PAGES
1. REQUEST NO. SPE4A6-15-Q-0820	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO. 0055984144	4. CERT.FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING DO-A3
5. ISSUED BY DLA AVIATION ASC COMMODITIES DIVISION 8000 JEFFERSON DAVIS HIGHWAY RICHMOND VA 23297 USA Buyer: Cassandra Julien PARFM62 Tel: 804-279-3323 Fax: 804-279-5401 Email: Cassandra.Julien@dla.mil			6. DELIVER BY (Date) 120 DAYS ADO	
			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)	
			9. DESTINATION	
			a. NAME OF CONSIGNEE See Schedule	
8. TO:			b. STREET ADDRESS	
			c. CITY	
			d. STATE	e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5 ON OR BEFORE CLOSE OF BUSINESS (Date) 2014 DEC 17		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.		
11. SCHEDULE (See Continuation Sheets)				

See attached schedule to complete quote information.

Quoter must also complete the following:

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

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

This solicitation is being issued under the First Destination Transportation (FDT) program. If this acquisition is for Foreign Military Sales (FMS) or has an APO/FPO ship-to address, FDT will not apply and normal procedures should be followed. For FDT program transportation requirements, see DLAD clauses 52.247-9059 F.O.B. Origin, Government Arranged Transportation and 52.247-9058, First Destination Transportation (FDT) Program - Shipments Originating Outside the contiguous United States (OCONUS). Additional information about FDT can be found on the FDT website (<http://www.dla.mil/FDTPI/>).

11-20-9G DLA AVIATION NOTE TO 52.211-9000 GOVERNMENT SURPLUS MATERIAL
(JUL 2002)

For electronic quotes, if the information requested by Clause 52.211-9000 (Section I) cannot be submitted with your offer, it must be submitted off-line to the contracting officer prior to the solicitation closing date.

Awards citing origin inspection that authorize the furnishing of surplus material will contain a Quality Assurance Provision (QAP) S01 in lieu of the QAP (if any) specified in this solicitation. If destination inspection will apply to the award, the QAP cited in the purchase order text will apply.

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

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11-20A-9G            DLA AVIATION NOTE TO 52.211-9000 GOVERNMENT SURPLUS MATERIAL  
(JUL 2002)

SURPLUS MATERIAL IS ACCEPTABLE. Clause 52.211-9000 (Section I) restates information provided by the successful offeror in its offer.

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

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

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

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13-1A-9G 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.

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

|                    |                                                                |                    |
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2008)

(a) Palletization.

- (1) When the total number of containers going to the same destination is 250 pounds or greater (excluding pallet) or a volume of 20 cubic feet or greater, then palletization IAW MIL-STD-147 is required.
- (2) When the total number of containers going to the same destination is less than 250 pounds (excluding pallet) and is less than 20 cubic feet, then palletization is not required IAW MIL-STD-147.
- (3) Except as otherwise provided in this clause, shipping containers shall be palletized IAW the guidance cited in MIL-STD-147. Special palletization instructions may be further specified under other preparation for delivery instructions in this order/contract. In the case of any inconsistency between such special palletization instructions in the requirements cited in this clause, the special palletization instructions shall take precedence.
- (4) Pallets required for use, shall comply with ANSI/MH1, Part No. MH1/9-02SW4048. This part number shall be used for Level A packaging when the total weight is less than 1500 lbs. evenly distributed. This part number shall be used for Level B packaging when the total weight is greater than 1500 lbs., but less than 3000 lbs. evenly distributed.

\*\*\*NOTE\*\*\*Use of nonstandard commercial pallets is forbidden unless cited in the contract/purchase order.

(i) The following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all Non-Manufactured Wood Packaging Material (NMWPM) entering a European country or destined for a Container Consolidation Point (CCP) or an aerial or water port of embarkation: All wooden pallets and wood containers produced entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations both dated May 30, 2001. All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of "NC," 1.25 inches or greater in height, accompanied by the CAGE code of the contracted manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on opposite sides and ends of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible.

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

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

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

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

- (stretch wrap) or 4 per pallet IAW load type VI of MIL-STD-147 (placing an inverted wood cap under and over the load secured by metal strapping).
- (ii) 55 gallon drums for export delivery shall be palletized 4 per pallet IAW load type VI of MIL-STD-147 (placing an inverted wood cap under and over the load secured by metal strapping).
- (iii) Cylinders for domestic delivery shall be palletized vertically IAW load type IX of MIL-STD-147 or horizontally using metal strapping IAW MIL-STD-147 bonding method D (figure 36) and notched wood spacers (storage aid #25, figure 50) to assure the stability of the load.
- (iv) Cylinders for export delivery shall be Palletized (vertically) IAW load type IX of MIL-STD-147.

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

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

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

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

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

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52.215-9G06 EVALUATION AND AWARD (MAY 2011)

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

(b) RELATIVE IMPORTANCE AND TRADE-OFFS. The

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

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

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

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

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

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

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

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

(iv) Offerors with no past performance history (whether internal or external to the Federal government) will not be evaluated favorably nor unfavorably.

(e) PAST PERFORMANCE EVALUATION FACTORS. The Government will use the past performance evaluation factors marked below in addition to cost or price and other evaluation factors specified in the solicitation. Unless indicated otherwise, past performance is significantly more important than other non-price factors. Within the past performance subfactors, ABVS scores/PPIRS assessments (as applicable) will be weighed most heavily. Historical quality history and delivery schedule compliance (not captured in ABVS/PPIRS) will be weighed more heavily than the remaining past performance subfactors. All other non-price evaluation factors specified in this solicitation weigh equally, unless otherwise indicated.

- ☐ ABVS Score/PPIRS-SR Assessments
(52.215-9022)
- ☒ PPIRS-RC Assessments
- ☐ Historical Quality (not captured in ABVS/PPIRS)
- ☐ Historical Delivery Schedule Compliance (not captured in ABVS/PPIRS)
- ☐ ABILITYONE (52.215-9005)
- ☐ Mentoring Business Agreements (MBA)
(52.219-9003)
- ☐ Socioeconomic Support (52.215-9003)
- ☐ Other (specify):

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

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

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

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

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

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52.211-9G11 COMPLIANCE WITH SPECIFICATIONS (FEB 1996)

Where items are described in the Schedule of this solicitation by detailed specifications, any reference by the offeror to brand or trade names or model numbers or to bid or offer samples not solicited by this solicitation will be assumed to mean that the item so referenced conforms to the specification or will be modified to conform to the specification, unless it is clear from the offer or the accompanying papers that the offeror intends to qualify the offer. Products delivered under any resulting contract shall conform to the specifications cited in this solicitation.

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52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE WHILE DRIVING.

|                    |                                                                |                    |
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# SECTION B

SUPPLIES/SERVICES: 5342-01-020-5589

## ITEM DESCRIPTION:

MOUNT RESILIENT, WEAPON SYSTEM

EXCEPTION DATA: USE AMERICOAT-TOPCOAT 395 AND AMERICOAT-TOPCOAT 82 IN BLACK. AMERICOAT-TOPCOAT 82 HAS BEEN REPLACED BY 90HS

QPL-17508 APPLIES:  
THIS NSN HAS QUALIFIED PRODUCT LISTS (QPL)  
REQUIREMENTS.  
-

## MERCURY FREE:

MERCURY OR MERCURY CONTAINING COMPOUNDS SHALL NOT BE INTENTIONALLY ADDED TO,OR COME IN DIRECT CONTACT WITH,ANY HARDWARE OR SUPPLIES FURNISHED UNDER THIS CONTRACT. EXCEPTION: FUNCTIONAL MERCURY USED IN BATTERIES, FLUORESCENT LIGHTS, REQUIRED INSTRUMENTS; SENSORS OR CONTROLS; WEAPON SYSTEMS; AND CHEMICAL ANALYSIS REAGENTS SPECIFIED BY NAVSEA. PORTABLE FLUORESCENT LAMPS AND PORTABLE INSTRUMENTS CONTAINING MERCURY SHALL BE SHOCK PROOF AND CONTAIN A SECOND BOUNDARY OF CONTAINMENT OF THE MERCURY OR MERCURY COMPOUND. (IAW NAVSEA 5100-003D).

## IDENTIFY TO:

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

## SHELF LIFE:

TYPE I SHELF LIFE  
This material has shelf life. Products delivered under this contract shall be manufactured/cured/assembled to ensure that a minimum of 85% shelf-life is remaining at time of receipt by the first government activity. Shelf life markings shall be in accordance with the latest revision of MIL-STD-129. Shelf life for this material is as follows:

84 MONTHS

## 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.



## SECTION B

SUPPLY/SERVICE: 5342-01-020-5589 CONT'D

-

IAW BASIC SPEC NR MIL-M-17508F NOT 1  
REVISION NR F DTD 10/03/2006  
PART PIECE NUMBER: 7E450BB

IAW REFERENCE DRAWING NR 80064 1385778  
REVISION NR N DTD 05/10/1977  
PART PIECE NUMBER: 1385778

IAW REFERENCE STD NR MIL-STD-129R  
REVISION NR R DTD 10/03/2006  
PART PIECE NUMBER: TYPE I SHELF LIFE 84 MONTHS

| ITEM NO. | SUPPLIES/SERVICES                           | QUANTITY | UNIT | UNIT PRICE | AMOUNT   |
|----------|---------------------------------------------|----------|------|------------|----------|
| 0001     | 5342-01-020-5589<br>MOUNT,RESILIENT<br>,WEA | 157.000  | EA   | \$ _____   | \$ _____ |

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE: 120 DAYS ADO

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999  
QUP:001 PRES MTHD:10 CLNG/DRY:1 PRESV MAT:00  
WRAP MAT:00 CUSH/DUNN MAT:XX CUSH/DUNN THKNESS:X  
UNIT CONT:D3 OPI:M  
INTRMDTE CONT:XX INTRMDTE CONT QTY:AAA  
PACK CODE:U  
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.  
SPECIAL MARKING CODE:32 -

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

PARCEL POST ADDRESS:

CONTINUED ON NEXT PAGE

SECTION B

SUPPLY/SERVICE: 5342-01-020-5589 CONT'D

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

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

FREIGHT SHIPPING ADDRESS:

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

GOVT USE

| ITEM | PR         | External |     | External |          | Customer RDD/<br>Need Ship Date |
|------|------------|----------|-----|----------|----------|---------------------------------|
|      |            | PRLI     | PR  | PRLI     | Material |                                 |
| 0001 | 0055984144 | 0001     | N/A | N/A      | N/A      | 06/09/2015                      |

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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, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at <http://www.acq.osd.mil/log/rfid/> or to—

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

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

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

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall—

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at [http://www.acq.osd.mil/log/rfid/tag\\_data.htm](http://www.acq.osd.mil/log/rfid/tag_data.htm). If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS [252.232-7003](#), Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph

(d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

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(End of clause)

**52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY-STANDARD (MIL-STD) 129P (APR 2014) DLAD**

**52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY STANDARD (MIL-STD) 129P (NOV 2011), ALT I (AUG 2005) DLAD**

**52.211-9033 PACKAGING AND MARKING REQUIREMENTS (APR 2008) DLAD**

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

**SECTION E - INSPECTION AND ACCEPTANCE**

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

**52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN (NOV 2011) DLAD**

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

**Supplies:**  
**Plant:**

\_\_\_\_\_  
**Commercial and Government Entity (CAGE) Code:**

\_\_\_\_\_  
**Street:**

\_\_\_\_\_  
**City/State/Zip:**

\_\_\_\_\_  
**Applicable to contract line-item(s) (CLIN(s)):**

\_\_\_\_\_  
**(d) The Offeror shall indicate below the location where packaging will be inspected:**

**Packaging:**  
**[ ] Same as for supplies, or,**  
**Plant:**

\_\_\_\_\_  
**Cage Code:**

\_\_\_\_\_  
**Street:**

\_\_\_\_\_  
**City/St/Zip:**

\_\_\_\_\_  
**Applicable to clin(s):**

\*\*\*\*

**SECTION F - DELIVERIES OR PERFORMANCE**

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

\*\*\*\*

- (b) The permissible variation shall be limited to:
- 00 Percent increase
- 00 Percent decrease
- This increase or decrease shall apply to all .

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

**52.211-9024 SHELF-LIFE ITEMS MANUFACTURING RESTRICTIONS (MAY 2013) DLAD**

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

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

**52.247-9058 FIRST DESTINATION TRANSPORTATION (FDT) PROGRAM - SHIPMENTS ORIGINATING FROM OUTSIDE THE CONTIGUOUS UNITED STATES (OCONUS) (JUL 2013) (DLAD)**

(a) Contiguous United States (CONUS) is defined as being in the 48 contiguous states and the District of Columbia.

(b) This acquisition is being conducted under the First Destination Transportation (FDT) Initiative. Delivery Terms are f.o.b. origin. Inspection and acceptance by the Government will occur at destination unless otherwise specified in the solicitation.

(c) For Offerors whose shipments will originate from outside CONUS (OCONUS), the Offeror's f.o.b. origin price shall include transportation to a CONUS location that the Offeror selects based on cost-effectiveness or other variables at the Offeror's discretion. This location shall be deemed the origin point for purposes of the f.o.b. origin terms and conditions of the solicitation/order/contract. The Offeror shall identify this CONUS location as the pick-up point in the Vendor Shipment Module (VSM) at <https://vsm.distribution.dla.mil>.

(End of Clause)

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**252.223-7001 HAZARD WARNING LABELS (DEC 1991) DFARS**

\*\*\* \*

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

| <b>MATERIAL (If None, Insert "None")</b> | <b>ACT</b> |
|------------------------------------------|------------|
|                                          |            |
|                                          |            |
|                                          |            |
|                                          |            |

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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**

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- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) FAR
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS
- 252.204-7004 ALTERNATE A, SYSTEM FOR AWRD MANAGEMENT (FEB 2014) DFARS
- 252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013) DFARS
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (AUG 2013) FAR
- 52.209-9013 COMPONENT QUALIFIED PRODUCTS LIST (QPL)/QUALIFIED MANUFACTURERS LIST (QML) (NOV 2011) DLAD
- 52.211-05 MATERIAL REQUIREMENTS (AUG 2000) FAR
- 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS

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

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

**SPI Process:**

\_\_\_\_\_

**Facility:**

\_\_\_\_\_

**Military or Federal Specification or Standard:**

\_\_\_\_\_

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

\_\_\_\_\_

\*\*\*\*

**52.211-9000 GOVERNMENT SURPLUS MATERIAL (AUG 2014) DLAD**

\*\*\*\*

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

**Yes [ ] No [ ]**

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

**Yes [ ] No [ ]**

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

**Yes [ ] No [ ] Unknown [ ]**

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

**Yes [ ] No [ ] Unknown [ ]**

The material was manufactured by:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name) (Address)

(2) The Offeror currently possesses the material. **Yes [ ] No [ ]**

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If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source. **Yes [ ] No [ ]** If yes, provide the information below:

| Government Selling Agency | Contract Number | Contract Date (Month, Year) |
|---------------------------|-----------------|-----------------------------|
|                           |                 |                             |
|                           |                 |                             |
|                           |                 |                             |
|                           |                 |                             |

| Other Source | Address | Date Acquired (Month, Year) |
|--------------|---------|-----------------------------|
|              |         |                             |
|              |         |                             |
|              |         |                             |
|              |         |                             |

(3) The material has been altered or modified.

**Yes [ ] No [ ]**

If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. **Yes [ ] No [ ]**

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

**Yes [ ] No [ ]**; and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components.

**Yes [ ] No [ ]**

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

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

If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. **Yes [ ] No [ ]**

(If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

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

| Part Number | Other Markings/Data |
|-------------|---------------------|
|             |                     |
|             |                     |
|             |                     |
|             |                     |

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

**Yes [ ] No [ ]**

If yes, (i) the material being offered is from the same original Government contract number as that provided previously.

**Yes [ ] No [ ]**; and (ii) state below the Government Agency and contract number under which the material was previously provided:

| Agency | Contract Number |
|--------|-----------------|
|        |                 |
|        |                 |
|        |                 |

(8) The material is manufactured in accordance with a specification or drawing.

**Yes [ ] No [ ]**

If yes, (i) the specification/drawing is in the possession of the Offeror. **Yes [ ] No [ ]**;

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

**Yes [ ] No [ ]**

| Specification/Drawing Number | Revision (if any) | Date |
|------------------------------|-------------------|------|
|                              |                   |      |

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|  |  |  |
|  |  |  |

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects.

**Yes [ ] No [ ]**

If yes, (i) Material has been re-preserved. **Yes [ ] No [ ]**;

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

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

(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

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

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

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

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

☐ **When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data**, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. **Yes [ ] No [ ]**)

☐ **When none of the above are available, other information to demonstrate** that the offered material was previously owned by the Government.

**Describe and/or attach.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**52.211-9002 PRIORITY RATING (NOV 2011) DLAD**

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

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

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

**52.222-26 EQUAL OPPORTUNITY (MAR 2007) FAR**

**52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014) FAR**

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

**52.223-03 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) FAR**

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(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

| Material (If none, insert "None") | Identification No. |
|-----------------------------------|--------------------|
|                                   |                    |
|                                   |                    |
|                                   |                    |

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**52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) FAR**

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(a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) \*

\_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(End of clause)

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

**252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 2012) DFARS**

**52.223-9000 MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (NOV 2011) DLAD**

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

**252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (DEC 2012) DFARS**

**252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (JUN 2012) DFARS**

**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**

**52.232-25 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**

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**(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**

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

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

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.dla.mil/Acquisition> and <http://farsite.hill.af.mil/>.  
(End of Clause)

**52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR**

**252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS**

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

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

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

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

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

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, *et seq.*);

(2) The Arms Export Control Act (22 U.S.C. 2751, *et seq.*);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

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

(End of clause)

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS**

**52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2014) FAR**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].

(2) The small business size standard is 500 [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, System For Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certification s in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

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- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
  - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
  - (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
  - (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
  - (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following certifications are applicable as indicated by the Contracting Officer:  
[Contracting Officer check as appropriate.]
- ☐ (i) 52.219-22, Small Disadvantaged Business Status.
  - ☐ (A) Basic.
  - ☐ (B) Alternate I.
  - ☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
  - ☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
  - ☐ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.
  - ☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only)
  - ☐ (vi) 52.227-6, Royalty Information.

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[ ] (A) Basic.  
 [ ] (B) Alternate I.  
 [ ] (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.  
 (d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause # | Title | Date | Change |
|--------------|-------|------|--------|
|--------------|-------|------|--------|

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.  
 (End of provision)

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

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 (2) The following representations or certifications in ORCA are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]  
 [ ] (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.  
 [ ] (ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.  
 [ ] (iii) 252.225-7020, Trade Agreements Certificate.  
 [ ] Use with Alternate I.  
 [ ] (iv) 252.225-7022, Trade Agreements Certificate—Inclusion of Iraqi End Products.  
 [ ] (v) 252.225-7031, Secondary Arab Boycott of Israel.  
 [ ] (vi) 252.225-7035, Buy American —Free Trade Agreements—Balance of Payments Program Certificate.  
 [ ] Use with Alternate I.  
 [ ] Use with Alternate II.  
 [ ] Use with Alternate III.  
 [ ] Use with Alternate IV.  
 [ ] Use with Alternate V.

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

| FAR/DFARS Provision # | Title | Date | Change |
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**52.207-04 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) FAR**

**(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.**

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

**OFFEROR RECOMMENDATIONS**

**ITEM**

**QUANTITY**

**PRICE QUOTATION**

**TOTAL**

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

(End of provision)

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

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

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

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

(End of provision)

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

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

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

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

(b) The Offeror represents that-

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

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

(End of provision)

**52.225-18 PLACE OF MANUFACTURE (SEP 2006) FAR**

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(a) Definitions. As used in this clause—  
 “Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—  
 (1) FSC 5510, Lumber and Related Basic Wood Materials;  
 (2) Federal Supply Group (FSG) 87, Agricultural Supplies;  
 (3) FSG 88, Live Animals;  
 (4) FSG 89, Food and Related Consumables;  
 (5) FSC 9410, Crude Grades of Plant Materials;  
 (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;  
 (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;  
 (8) FSC 9610, Ores;  
 (9) FSC 9620, Minerals, Natural and Synthetic; and  
 (10) FSC 9630, Additive Metal Materials.  
 “Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.  
 (b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—  
**(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or**  
**(2) ☐ Outside the United States.**  
 (End of provision)

**252.209-7995 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW- FISCALYEAR 2013 APPROPRIATIONS (DEVIATION 2013-O0006) (APR 2013) (DFARS)**

In accordance with sections 8112 and 8113 of Division C and sections 514 and 515 of Division E of the Consolidated and Further Continuing Appropriations Act, 2013,(Pub. L. 113-6), none of the funds made available by that Act for DoD (including Military Construction funds) 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; or

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

(b) The Offeror represents that—

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

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

**252.209-7996 - REPRESENTATIONS BY CORPORATIONS REGARDING A FELONY CONVICTION UNDER ANY FEDERAL LAW - DOD MILITARY CONSTRUCTION APPROPRIATIONS (DEVIATION 2013-O006) (APR 2013) (DFARS)**

(a) In accordance with section 101(a)(10) of the Continuing Appropriations Resolution, 2013,(Pub. L. 112-175) none of the funds made available by that Act for military construction may be used to enter into a contract with any corporation that 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 it is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

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(End of provision)

**252.209-7997 REPRESENTATIONS BY CORPORATIONS REGARDING A FELONY CONVICTION UNDER ANY FEDERAL LAW-DOD MILITARY CONSTRUCTIONS APPROPRIATIONS (DEVIATION 2013-O0006) (APR 2013) (DFARS)**

(a) In accordance with section 101(a)(3) of the Continuing Appropriations Resolution, 2013,(Pub. L. 112-175) none of the funds made available by that Act for general appropriations for DoD may be used to enter into a contract with any corporation that—

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

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

(b) The Offeror represents that—

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

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

(End of provision)

**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**

**52.211-02 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (APR 2014) FAR**

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

**252.211-7001 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (MAY 2006) DFARS**

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

(Activity)

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(Complete Address)

EMAIL: Dscr.PdmdDistribution@dla.mil or call DLA Collaboration Folders Help Desk at 1-804-279-3477

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

**52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD**

**52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) - FAR**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):  
<http://www.dla.mil/Acquisition> and <http://farsite.hil.af.mil/> .  
 (End of Provision)

**SECTION M - EVALUATION FACTORS FOR AWARD**

**52.211-9003 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 |
|----------------|------------|
|                |            |
|                |            |
|                |            |