

| | | | | |
|---|-------------------------------|--|---|----------------------------------|
| REQUEST FOR QUOTATIONS | | THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE | | PAGE 1 OF 24 PAGES |
| 1. REQUEST NO. SPE4A7-15-Q-0352 | 2. DATE ISSUED 2014 NOV 01 | 3. REQUISITION/PURCHASE REQUEST NO. 0054933538 | 4. CERT.FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 | RATING DO-A1 |
| 5. ISSUED BY DLA AVIATION ASC SUPPLIER OPER AE AND AF DIV 8000 JEFFERSON DAVIS HWY RICHMOND VA 23297 USA Buyer: Thomas Call PARFH08 Tel: 804-279-4602 Email: Thomas.Call@dla.mil | | | 6. DELIVER BY (Date) 30 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 NOV 10 | | 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 | | | c. TITLE (Type or Print) | | NUMBER | |
| f. ZIP CODE | | | | | | |

| | | |
|--------------------|--|--------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A7-15-Q-0352 | PAGE 2 OF 24 PAGES |
|--------------------|--|--------------------|

This solicitation is being issued under the First Destination Transportation (FDT) program. For FDT program transportation requirements, see DLAD clause 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/>).

~~~~~

Contractor Production Lot Testing Applies (CLIN 0002)

~~~~~

Contractor First Article Testing Applies (CLIN 0003)

~~~~~

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>

~~~~~

PACKAGING AND MARKING AND REQUIREMENTS (MAR 2004)

(a) Unless stated otherwise, commercial packaging in accordance with ASTM-D-3951 is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military Air.

(b) Higher level packaging in accordance with MIL-STD-2073 is mandatory for all shipments that meet the below criteria:

- Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.
- OCONUS shipments
- FMS shipments
- Hazardous material, as cited in the AID or in the Quality Requirements Matrix.

(c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense

Transportation System.

(d) All items shall be marked in accordance with MIL-STD-129P. Hazardous items and shelf life items, as cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129P and the appropriate clauses cited in the appendix to the matrix and the contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.

(e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed appropriate.

NOTE: Applicable to negotiated solicitations. Offers that do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically unacceptable.

~~~~~

EVALUATION AND AWARD (JULY 2012)

(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.
- ☒ 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

|                    |                                                                |                    |
|--------------------|----------------------------------------------------------------|--------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED:<br>SPE4A7-15-Q-0352 | PAGE 4 OF 24 PAGES |
|--------------------|----------------------------------------------------------------|--------------------|

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

~~~~~

ALTERNATE EVALUATION AND AWARD (MAY 2009)

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

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

- () Quoted Delivery is weighed more heavily than past performance.
- () Past Performance is weighed more heavily than quoted delivery.

~~~~~

CONFIGURATION CONTROL (JUN 2003)

NOTICE TO CONTRACTORS: The requirements of this clause are identified to MIL-STD-973. DLA Aviation will continue to reference MIL-STD-973 in solicitations and contracts until implementation of DLA configuration control requirements. The full text of MIL-STD-973 is available at:

<http://www.aviation.dla.mil/userweb/dscrbat/qaps.htm>

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

- (b) Variations shall be identified and approval obtained in accordance with MIL-STD-973 dated 17 APR 92, with Interim Notice 3 dated 12 JAN 95 as follows:
- (1) Process an Engineering Change Proposal for any changes to the approved configuration in accordance with Paragraph 5.4.2 and Subparagraphs thereto and APPENDIX D, except that Subparagraphs 5.4.2.3.1, 5.4.2.3.5.1, and 5.4.2.3.5.2 do not apply.
  - (2) Process requests for deviation from the approved configuration in accordance with Paragraph 5.4.3 and Subparagraphs thereto and APPENDIX E.
  - (3) Process requests for waiver from the approved configuration in accordance with Paragraph 5.4.4 and Subparagraphs thereto and APPENDIX E.
  - (4) Process requests for parts substitution from the approved configuration in accordance with Paragraph 5.4.5 and Subparagraphs thereto.
  - (5) Process Specification Change Notices in accordance with Paragraph 5.4.6 and Subparagraphs thereto and APPENDIX F.
  - (6) Process Notices of Revision (NORS) in accordance with Paragraph 5.4.7 and APPENDIX G.
  - (7) Process configuration control (short form procedure) in accordance with Paragraph 5.4.8 and Subparagraphs thereto and APPENDIX D.

~~~~~

| | | |
|--------------------|--|--------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A7-15-Q-0352 | PAGE 7 OF 24 PAGES |
|--------------------|--|--------------------|

SECTION B

SUPPLIES/SERVICES: 1650-00-076-6410

ITEM DESCRIPTION:

PISTON, LINEAR ACTUATING CYLINDER

NORTHROP GRUMMAN SYSTEMS CORPORATION
CAGE 26512
P/N 123CVM10011-5

EXCEPTION DATA:
USE MIL-S-008879 I/L/O MIL-S-8879;
USE MIL-STD-6866 I/L/O MIL-I-6866;
USE ANSI B46.1 I/L/O N.A.S 30.

CONTRACTOR FIRST ARTICLE TESTING REQUIRED.
CONTRACTOR PRODUCTION LOT TESTING REQUIRED.
SEE QAP AND CDRL FOR FAT AND PLT REQUIREMENTS.

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

52.246-11 Higher Level Contract Quality Requirement (Manufacturers)

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

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

| | | |
|--------------------|--|--------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A7-15-Q-0352 | PAGE 8 OF 24 PAGES |
|--------------------|--|--------------------|

SECTION B

SUPPLY/SERVICE: 1650-00-076-6410 CONT'D

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

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.

TEK PRECISION CO., LTD. DBA 65780 P/N 123CVM10011-5
NORTHROP GRUMMAN SYSTEMS 26512 P/N 123CVM10011-5

IAW REFERENCE DRAWING NR 26512 123CVM10011
REVISION NR D DTD 10/11/1963
PART PIECE NUMBER: 123CVM10011-5

IAW REFERENCE DRAWING NR 26512 123CVM10011
REVISION NR D DTD 03/08/1995
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 26512 123-5000
REVISION NR K DTD 02/19/1997
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 26512 GS30BF
REVISION NR U DTD 07/09/2001
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 26512 GS31A
REVISION NR BJ DTD 04/01/1976
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 26512 GSS7021
REVISION NR F DTD 07/28/1995
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 26512 GS30BF

CONTINUED ON NEXT PAGE

SECTION B

SUPPLY/SERVICE: 1650-00-076-6410 CONT'D

REVISION NR U2 DTD 05/21/2001

PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 26512 123-5000

REVISION NR K DTD 02/19/1997

PART PIECE NUMBER:

IAW REFERENCE NON GOVT STD ASME B46.1-95

REVISION NR DTD 10/07/2006

PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 13873 000766410-08345

REVISION NR DTD 12/10/2008

PART PIECE NUMBER:

IAW REFERENCE QAP 13873 CDRL000766410-10246

REVISION NR DTD 09/13/2010

PART PIECE NUMBER:

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|-------------------|----------|------|------------|----------|
| 0001 | 1650-00-076-6410 | 4.000 | EA | \$ _____ | \$ _____ |
| | PISTON, LINEAR | | | | |
| | ACTUA | | | | |

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE: 30 DAYS ADO

PREP FOR DELIVERY:

PKGING DATA-QUP: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.

- ,,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.
- ,,The Unit of Issue (U/I) and Quantity per Unit Pack (QUP) as specified in the contract take precedence over QUP in ASTM D3951.

CONTINUED ON NEXT PAGE

SECTION B

SUPPLY/SERVICE: 1650-00-076-6410 CONT'D

PARCEL POST ADDRESS:

SW3218
DLA DISTRIBUTION SAN DIEGO
3581 CUMMINGS ROAD BLDG 3581
SAN DIEGO CA 92136-3581
SAN DIEGO CA 92136-3581
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:

SW3218
DLA DISTRIBUTION SAN DIEGO
3581 CUMMINGS ROAD BLDG 3581
SAN DIEGO CA 92136-3581
SAN DIEGO CA 92136-3581
US

Production Lot Testing (Contractor)

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|-------------------|----------|------|------------|----------|
| 0002 | 0001 - S000000062 | 1.000 | EA | \$ _____ | \$ _____ |

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE: 30 DAYS ADO

PREP FOR DELIVERY:

Not Applicable

Contractor First Article Test with Test

SECTION B

SUPPLY/SERVICE: 0001-S00000053 CONT'D

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|-------------------|----------|------|------------|----------|
| 0003 | 0001 - S00000053 | 1.000 | EA | \$ _____ | \$ _____ |

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

FOB: DELIVERY DATE: 30 DAYS ADO

PREP FOR DELIVERY:

Not Applicable

GOVT USE

| ITEM | PR | External | | External | | Customer RDD/ Need Ship Date |
|------|------------|----------|-----|----------|----------|---------------------------------|
| | | PRLI | PR | PRLI | Material | |
| 0001 | 0054933538 | 0001 | N/A | N/A | N/A | 12/27/2015 |
| 0002 | N/A | N/A | N/A | N/A | N/A | N/A |
| 0003 | N/A | N/A | N/A | N/A | 9907 | N/A |

SECTION D - PACKAGING AND MARKING

252.211-7006 RADIO FREQUENCY IDENTIFICATION (SEP 2011) DFARS

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that—

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

(A) Subclass of Class I – Packaged operational rations.

(B) Class II – Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP – Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV – Construction and barrier materials.

(E) Class VI – Personal demand items (non-military sales items).

(F) Subclass of Class VIII – Medical materials (excluding pharmaceuticals, biologicals, and reagents – suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX – Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

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

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

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

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

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

(i) Shipments of bulk commodities.

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

(c) The Contractor shall—

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

(2) Use passive tags that are readable; and

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

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

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

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

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

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

(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

52.211-9095 PALLETIZATION OF SHIPMENTS (SEP 2012) DLAD

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

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

| | Title | Number | Date | Tailoring |
|--------------------------|---------------|--------|------|-----------|
| <input type="checkbox"/> | ISO 9001:2008 | | | |
| <input type="checkbox"/> | | | | |
| <input type="checkbox"/> | | | | |
| <input type="checkbox"/> | | | | |

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

(End of clause)

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

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

52.246-9004 PRODUCT VERIFICATION TESTING (MAR 2014) DLAD

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

(a) Inspection and Acceptance are at Origin.

(b) The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.

(c) The Offeror shall indicate below the location where supplies will be inspected:

Supplies:

Plant:

Commercial and Government Entity (CAGE) Code:

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:

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A7-15-Q-0352 | PAGE 14 OF 24 PAGES |
|--------------------|--|---------------------|

Cage Code:

Street:

City/St/Zip:

Applicable to clin(s):

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

SECTION F - DELIVERIES OR PERFORMANCE

52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

(b) The permissible variation shall be limited to:

0 Percent increase

0 Percent decrease

This increase or decrease shall apply to all .

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

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

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

52.247-9031 MANUFACTURER'S LOADING PRACTICES (NOV 2011) DLAD

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A7-15-Q-0352 | PAGE 15 OF 24 PAGES |
|--------------------|--|---------------------|

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

252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013) DFARS

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

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

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013) DFARS

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

(a) The Contractor shall test 2 unit(s) of Lot/Item 1650-00-076-6410 as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 30 calendar days from the date of this contract to
DSCR-FAW POST AWARD BRANCH
8000 JEFFERSON DAVIS HWY
RICHMOND, VA 23297

[insert address of the Government activity to receive the report] marked "First Article Test Report: Contract No. , Lot/Item No. " Within 120 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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

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

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

- (1) Conform with technical requirements stated and/or referenced in the solicitation; including number of units to be tested, data required, performance or other characteristics that the first articles shall meet, sequence of processes, tests to which the first articles shall be subjected, and conformance criteria for each requirement specified; and
- (2) Provide all facilities, equipment and personnel required to perform the examination and evaluation of the first article when first article testing will be conducted at the Contractor's plant. The Government reserves the right to charge the Contractor for any additional costs of examination and evaluation caused by failure of the Contractor to make available the first article or the required facilities, equipment or personnel, at the time the Contractor advised the testing would take place (see paragraph (a) of the clause at FAR 52.209-3).
- (3) Prepare and disseminate the First Article Test Report as follows:

- (i) Prepare the Test Report in accordance with Data Item Description DI-NDTI-80809B, entitled, "Test/Inspection Report;,"
- (ii) Mark the Test Report, "First Article Test Report – Contract Number: _____ and Lot/Item Number: _____ ;"
- (iii) Present the test report to the inspecting activity quality assurance representative (QAR) for review. The QAR will –

(A) Prepare recommendations;

(B) Countersign the first article report;

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

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

(1) For awards issued by DLA Land and Maritime

DLA Land and Maritime FAT Monitor, BPI

Post Office (P. O.) box 3990

Columbus, Ohio 43218-3990

(2) For awards issued by DLA Troop Support:

(i) DLA Troop Support

Attention: First Article Testing Monitor

Building 3

700 Robbins Avenue

Philadelphia, Pennsylvania 19111; or

(ii) For acquisitions of Clothing and Textile (C&T) items, Medical and Subsistence items, and Meal, Ready-To-Eat (MRE) and Tray Pack Items, the Contracting Officer, who acts as FAT/Testing Monitor;

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A7-15-Q-0352 | PAGE 16 OF 24 PAGES |
|--------------------|--|---------------------|

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

52.211-05 MATERIAL REQUIREMENTS (AUG 2000) FAR

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

- ****
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:
(Offeror insert information for each SPI process)
SPI Process:

Facility:

Military or Federal Specification or Standard:

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

52.211-9000 GOVERNMENT SURPLUS MATERIAL (AUG 2014) DLAD

- ****
- (c) With respect to the surplus material being offered, the Offeror represents that:
(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

Yes [] No []
 The material conforms to the technical requirements cited in the solicitation (e.g., Commercial and Government Entity (CAGE) code and part number, specification, etc.).

Yes [] No []
 The material conforms to the revision letter/number, if any is cited.

Yes [] No [] Unknown []
 If no, the revision offered does not affect form, fit, function, or interface.

Yes [] No [] Unknown []
 The material was manufactured by:

(Name)
(Address)

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

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

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

(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 []

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

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects.
Yes [] No []
 If yes, (i) Material has been re-preserved. **Yes [] No []**;
 (ii) Material has been repackaged. **Yes [] No []**;
 (iii) Percentage of material that has been inspected is _____% and/or number of items inspected is _____; and (iv) a written report was prepared. **Yes [] No []** If yes, the Offeror has attached it or forwarded it to the Contracting Officer. **Yes [] No []**
 (d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.
 (e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):
☐ **For national or local sales, conducted by sealed bid, spot bid or auction methods**, a solicitation/Invitation For Bid and corresponding DLA Distribution Services 1427, Notice of Award, Statement and Release Document.
☐ **For DLA Distribution Services Commercial Venture (CV) Sales**, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.
☐ **For DLA Distribution Services Recycling Control Point (RCP) term sales**, the statement of account or billing document.
☐ **For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods**, a solicitation/Invitation for Bid and corresponding DLA Distribution Services Form 1427.
☐ **When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data**, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. **Yes [] No []**)
☐ **When none of the above are available, other information to demonstrate** that the offered material was previously owned by the Government.
Describe and/or attach.

- 52.211-9002 PRIORITY RATING (NOV 2011) DLAD
- 52.211-9019 REDUCED DELIVERY SCHEDULE APPLIES WHEN FIRST ARTICLE TESTING REQUIREMENTS ARE WAIVED (SEP 2008) DLAD
- 52.211-9052 NOTIFICATION TO GOVERNMENT OF AND CONTEMPLATED PRODUCTION PHASE-OUT (NOV 2011) DLAD
- 52.215-08 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR
- 52.219-06 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) FAR

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A7-15-Q-0352 | PAGE 19 OF 24 PAGES |
|--------------------|--|---------------------|

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

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:
The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code assigned to contract number .

[Contractor to sign and date and insert authorized signer's name and title]:

Signature: _____

Date: _____

Title: _____

(End of clause)

52.222-03 CONVICT LABOR (JUN 2003) FAR

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

52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (OCT 2010) 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

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

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

CONTINUED ON NEXT PAGE

| | | |
|---|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A7-15-Q-0352 | PAGE 20 OF 24 PAGES |
| <p>52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR</p> <p>52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011) DLAD</p> <p>****</p> <p>(c) The offeror should check here to opt out of this clause: []. Alternate wording may be negotiated with the contracting officer.</p> <p>52.243-01 CHANGES - FIXED PRICE (AUG 1987) FAR</p> <p>252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS</p> <p>52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2014) FAR</p> <p>52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003) FAR</p> <p>*** *</p> <p>(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for one year from the last delivery under the contract [Contracting Officer shall state s pecific period of time after delivery , or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time]—</p> <p>*** *</p> <p>(c) Remedies available to the G overnment. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within one year from the last delivery under the contract [Contracting Officer shall insert specific period of time; e.g., "45 days of the last deliver y under this contract," or "45 days after discovery of the defect"].</p> <p>*** *</p> <p>52.246-9086 PRODUCTION LOT TESTING (PLT) - CONTRACTOR (MAY 2013) DLAD</p> <p>(a) For the Lots/Items identified in this contract as requiring "Production Lot Testing (PLT) Contractor (including test report)," the Contractor shall – (1) Produce the production lot quantity. The Government Quality Assurance Representative (QAR) shall select ANSI Plan samples at random from the first production lot produced to determine conformance with technical requirements as stated and/or referenced in the solicitation.</p> <p>****</p> <p>(4) Prepare and disseminate the PLT Report as follows: (i) Mark the Test Report, "Production Lot Test Report – Contract Number [Contractor Insert] and Lot/Item Number [Contractor Insert]."</p> <p>****</p> <p>(iv) Submit the PLT Report and QAR report to the Government activity specified in the contract in sufficient time prior to the delivery date of the production quantity to allow for at least a 25 calendar day period for review of the PLT Report, and for the Contracting Officer to provide written notification of approval/disapproval to the Contractor.</p> <p>****</p> <p>52.249-01 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) FAR</p> <p>52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR</p> <p>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)</p> <p>52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR</p> <p>(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.</p> | | |
| CONTINUED ON NEXT PAGE | | |

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A7-15-Q-0352 | PAGE 21 OF 24 PAGES |
|--------------------|--|---------------------|

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
(End of Clause)

52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

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

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

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

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

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

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

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

(End of clause)

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

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

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

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

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A7-15-Q-0352 | PAGE 22 OF 24 PAGES |
|--------------------|--|---------------------|

the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR/DFARS Provision # | Title | Date | Change |
|--------------------------|-------|------|--------|
| | | | |
| | | | |
| | | | |
| | | | |

52.207-04 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) FAR

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

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

OFFEROR RECOMMENDATIONS

ITEM

QUANTITY

PRICE QUOTATION

TOTAL

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

(End of provision)

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

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

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

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A7-15-Q-0352 | PAGE 23 OF 24 PAGES |
|--------------------|--|---------------------|

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

(b) The Offeror represents that-

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

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

(End of provision)

52.225-18 PLACE OF MANUFACTURE (SEP 2006) FAR

(a) Definitions. As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

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

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

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

52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD

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

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

<http://www.dla.mil/Acquisition> and <http://farsite.hil.af.mil/>.

(End of Provision)

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A7-15-Q-0352 | PAGE 24 OF 24 PAGES |
|--------------------|--|---------------------|

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 |
|----------------|------------|
| | |
| | |
| | |