REQUEST FOR QUOTATIONS THIS REQ			ıs	X IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF	PAGES
1. REQUEST NO.       2. DATE ISSUED         SPE7M0-15-Q-0158       2014 NOV 25		3. REQUISIT N42158426		CHASE REQUEST NO.	4. CERT.FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING D	O-C9
5. ISSUED BY  DLA LAND AND MARITIME  MARITIME SUPPLY CHAIN ESOC BUYS PO BOX 3990  COLUMBUS OH 43218-3990 USA					6. DELIVER BY (Date) 5 DAYS ADO  7. DELIVERY FOB DESTINATION  OTHER (See Schedule)			
Buyer: Gregory Edwards PMCMSC Email: GREGORY.EDWARDS@DL		Fax: 614-693-30	)25			FCONSIGNEE		
8. TO:					See Scl			
					c. CITY			
					d. STATE	e. ZIP CODE		
10. PLEASE FURNISH QUOTATIONS T ISSUING OFFICE IN BLOCK 5 ON O BEFORE CLOSE OF BUSINESS (Da 2014 DEC 03	indicate on incurred in origin unless	this form and retu	urn it to the of the of the subr	rmation, and quotations fue address in Block 5. The nission of this quotation of the Any representations and the control of th	is request de r to contract f	pes not commit the Gor or supplies or services	vernment to pa . Supplies are	ay any costs of domestic
	'	11. SCHED	DULE (Se	e Continuation Sheets)				
See attached schedule to complete quote Quoter must also complete the following a. Quotation is valid for 90 days from db. Prices quoted are:  Contained in Commercial Cata page Contained in Internal Price List our facility.  Commercial sales of compara Customer Other (provide basis) C. FOB Point: Destination Origin Shipping d. If delivery period shown in Block 6 is e. Remittance Address (Name, Street, C. Vendor FAX Number: f. Vendor FAX Number: f. Vendor FAX Number: f.	g: ate specified in Block alog or Published Price No ble quantities: Quant g Point (City, State) _ unacceptable, provic City, State, ZIP): San	dated	; Price	dated, which may be e		·		
12. DISCOUNT FOR PROMPT PAYMENT	(9	ı. 10 CALENDAR %)	R DAYS	b. 20 CALENDAR DAYS	S (%) c. 30 (%)	CALENDAR DAYS	L	NDAR DAYS ERCENTAGE
NOTE: Additional provisions and re	epresentations	× are	are no	t attached.				
13. NAME AND ADDRESS OF QUOTER a. NAME OF QUOTER CAGE				14. SIGNATURE OF PERS QUOTATION	ON AUTHORIZ	ZED TO SIGN	15. DATE OF	QUOTATION
b. STREET ADDRESS						16. SIGNER		
				a. NAME (Type or Print) b. TELEPHON		LEPHONE		
c. COUNTY							AREA CODE	
d. CITY	e. STATE f. ZIP	d. CITY e. STATE f. ZIP CODE		c. TITLE (Type or Print) NUMBER				

CONTINUATION SHEET

### REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE7M0-15-Q-0158

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#### SECTION B

SUPPLIES/SERVICES: 5999-01-587-1890

ITEM DESCRIPTION:

SHIELDING GASKET, EL

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).

01POC JOHN MCDONALD 7574856250 02WORK STOPPAGE USS HELENA SSN72 04MANDATORY TUESDAY DELIVERY OVE 05RNTGHT 06FED EX \*

IAW BASIC SPEC NR MIL-DTL-83528/2D REVISION NR D DTD 10/03/2006 PART PIECE NUMBER:

IAW REFERENCE SPEC NR MIL-DTL-83528E SUP 1 REVISION NR 1 DTD 10/03/2006 PART PIECE NUMBER:

ITEM NO. SUPPLIES/SERVICES QUANTITY

UNIT UNIT PRICE AMOUNT EA

5999-01-587-1890 1.000 SHIELDING GASKET

0001

, EL

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION ACCEPTANCE POINT: DESTINATION

FOB: ORIGIN DELIVERY DATE: 5 DAYS ADO

PREP FOR DELIVERY:

#### SECTION B

SUPPLY/SERVICE: 5999-01-587-1890 CONT'D

PKGING DATA-QUP:001 SHALL BE PACKAGED IN ACCORDANCE WITH HAZARDOUS MATERIALS PACKAGING REQUIREMENTS.

PACKAGING: PACKAGING FOR HAZARDOUS MATERIALS SHALL COMPLY WITH APPLICABLE REGULATIONS, I.E., TITLE 49 CODE OF FEDERAL REGULATIONS, INTERNATIONAL CIVIL AVIATION ORGANIZATION (ICAO) TECHNICAL INSTUCTIONS (EXCLUDING PARAGRAPH 1.4 OF CHAPTERS 1 AND 3), AND INTERNATIONAL MARITIME DANGEROUS GOODS CODE (IMDG). BOTH ICAO AND IMDG COMPLY WITH UNITED NATIONS (UN) RECOMMENDATIONS ON TRANSPORT OF DANGEROUS GOODS. WHEN A); CONTRACT/ORDER FOR HAZARDOUS MATERIALS REQUIRES SHIPMENT THROUGH A MILITARY AERIAL PORT FOR TRANSPORT VIA MILITARY AIRCRAFT, PACKAGING SHALL COMPLY WITH DLAI 4145.3, PREPARING HAZARDOUS MATERIALS FOR MILITARY AIR SHIPMENT.

LABELING AND MARKING: ALL INTERIOR AND EXTERIOR CONTAINERS SHALL BE LABELED AND MARKED AS SPECIFIED IN THE REFERENCED PRODUCT SPECIFICATION, AND/OR AS SPECIFIED IN SECTION D OF THE CONTRACT OR ORDER. IN ADDITION, ALL LABELING AND MARKING SHALL COMPLY WITH THE REQUIREMENTS OF MIL-STD-129, 49 CFR, 29 CFR, AND, AS APPLICABLE, ICAO TECHNICAL INSTRUCTIONS, IMDG ANNEX 1, AND/OR DLAI 4145.3.

CERTIFICATION: ALL PACKAGING PERFORMANCE TEST REQUIREMENTS SHALL BE SUPPORTED BY CERTIFICATES AND REPORTS ATTESTING TO DATE OF TESTING AND DATA RESULTS OBTAINED FROM TESTING. THE CONTRACTOR'S SIGNED CERTIFICATION THAT PACKAGE CONFIGURATION MEETS 49 CFR, AND, AS APPLICABLE, ICAO, IMDG AND/OR DLAI 4145.3 REQUIREMENTS, SHALL BE INCLUDED ON THE DD FORM 250 (MATERIAL INSPECTION AND RECEIVING REPORT), OR ANY SUITABLE ALTERNATE COMMERCIAL PACKING LIST. ALL CERTIFICATES/REPORTS SHALL BE AVAILABLE FOR INSPECTION BY AUTHORIZED U. S. GOVERNMENT REPRESENTATIVES FOR A PERIOD OF NOT LESS THAN 3 YEARS FROM THE DATE OF SHIPMENT.

IF THE MATERIAL IS NOT CONSIDERED HAZARDOUS, IN ACCORDANCE WITH FED-STD-313, THE MATERIAL SHALL BE COMMERCIALLY PACKAGED IN ACCORDANCE WITH "ASTM D3951."

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## SECTION B

SUPPLY/SERVICE: 5999-01-587-1890 CONT'D

PARCEL POST ADDRESS:

N40025 NSSA/DLA 9170 SECOND STREET CEP 200 SUITE 100 NORFOLK VA 23511 US

RDD 999/NMCS SHIPMENT. SHIP BY FASTEST TRACEABLE MEANS. DO NOT USE PARCEL POST.

FREIGHT SHIPPING ADDRESS:

N40025 NSSA/DLA 9170 SECOND STREET CEP 200 SUITE 100 NORFOLK VA 23511 US

M/F:(TCN) N421584265B283 RDD: 999 PROJ Z3Z TP 1

SUP ADD N40025 SIG J

FOR GOVERNMENT USE ONLY: IPD 03

DIC AOE DIST 9B ADV FC JL

GOVT USE

			External	External	External	Customer RDD/
ITEM	PR	PRLI	PR	PRLI	Material	Need Ship Date
0001	0055331809	0001	N/A	N/A	N/A	09/25/2014

\*

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### **SECTION D - PACKAGING AND MARKING**

#### 252.211-7006 RADIO FREQUENCY IDENTIFICATION (SEP 2011) DFARS

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- (b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that—
- (i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:
- (A) Subclass of Class I Packaged operational rations.
- (B) Class II Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
- (C) Class IIIP Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV Construction and barrier materials.
- (E) Class VI Personal demand items (non-military sales items).
- (F) Subclass of Class VIII Medical materials (excluding pharmaceuticals, biologicals, and reagents suppliers should limit the mixing of excluded and non-excluded materials).
- (G) Class IX Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and
- (ii) Are being shipped to one of the locations listed at http://www.acq.osd.mil/log/rfid/ or to-
- (A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to—
- (B) The following location(s) deemed necessary by the requiring activity:

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

- (2) The following are excluded from the requirements of paragraph (b)(1) of this clause:
- (i) Shipments of bulk commodities.
- (ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.
- (c) The Contractor shall—
- (1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;
- (2) Use passive tags that are readable; and
- (3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.
- (d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at <a href="http://www.epcqlobalinc.org/standards/">http://www.epcqlobalinc.org/standards/</a>.
- (1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.
- (2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at <a href="http://www.acq.osd.mil/log/rfid/tag\_data.htm">http://www.acq.osd.mil/log/rfid/tag\_data.htm</a>. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.
- (3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).
- (e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS <u>252.232-7003</u>, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>.

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(End of clause)

52.211-9010 SHIPPING 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

52.211-9013 SHIPPER'S DECLARATION OF DANGEROUS GOODS (APR 2014) DLAD

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

52.211-9036 PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING (LAND & MARITIME) (NOV 2011) 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

**SECTION F - DELIVERIES OR PERFORMANCE** 

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

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

52.247-9035 SHIPPING INSTRUCTIONS (DOMESTIC) (NOV 2011) DLAD

Mail instructions (not applicable to Army Post Office (APO) or Fleet Post Office (FPO) addresses):

- (a) Route domestic shipments within mail limitations as follows based on the transportation priority (TP) reflected in the "mark for" data with each contract line item number (CLIN). Commercial small parcel carrier (e.g., United Parcel Service (UPS) or Federal Express) is an acceptable mode of shipment to domestic addresses.
- (1) Ship all NMCS, 777, and 999, regardless of TP or distance, by commercial small parcel carrier.
- (2) Ship TP 1 and 2 (IPD 01-08) by priority mail or most economical comparable mode.
- (3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by surface parcel post (Fourth Class) or most economical comparable mode.
- (4) The cost of parcel post insurance will not be paid by the Government.
- (b) Freight instructions (domestic).
- (1) Ship all NMCS, 777, and 999, regardless of TP or distance by commercial small parcel carrier.
- (2) For TP 1 and 2 (IPD 01-08) weighing under 250 pounds, use air freight and specify air on the invoice. Exceptions: if destination is within 600 miles of origin, use regular surface transportation.
- (3) For all other freight shipments, contact the cognizant transportation officer for delivery and carrier routing instructions.
- (4) Advance telephonic notice of delivery must be given by the carrier to the consignee's transportation officer (transport control/prelodge desk) at least 24 hours prior to delivery of freight shipments (other than small parcels). Bills of lading must be annotated to reflect this requirement. Addresses for direct shipments within the contiguous United States (CONUS) and Canada are shown "in the clear" with each individual CLIN on schedule continuation sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on schedule continuation sheet(s) in each order. (End of Clause)

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

52.247-9037 TRANSSHIPMENT OF MATERIAL THROUGH DLA CONTAINERIZATION AND CONSOLIDATION POINTS (CCP) (NOV 2011) DLAD

**SECTION H - SPECIAL CONTRACT REQUIREMENTS** 

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(a) The Contractor shall remove representation that the end iten obliteration shall be accomplish in commercial channels of reject	FOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (Note or obliterate from a rejected end item and its packing and packaging, any mor any part of it has been produced or manufactured for the United States the prior to any donation, sale, or disposal in commercial channels. The Cocted supplies, is responsible for compliance with requirements of the Feder of Set seq.) and the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et a promulgated pursuant thereto.	marking, symbol, or other s Government. Removal or entractor, in making disposition al Trade Commission Act (15					
identifications within 72 hours of offered or supplies transferred product rejected at destination	(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 CLA	AUSES						
252.203-7000 REQUIREMEN	ITS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (S	EP 2011) DFARS					
252.203-7002 REQUIREMEN	NT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 201	3) DFARS					
52.204-13 SYSTEM FOR AW	ARD MANAGEMENT MAINTENANCE (JUL 2013) FAR						
252.204-7003 CONTROL OF	GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS						
252.204-7004 ALTERNATE A	A, SYSTEM FOR AWRD MANAGEMENT (FEB 2014) DFARS						
252.204-7012 SAFEGUARDI	ING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (N	IOV 2013) DFARS					
52.211-05 MATERIAL REQU	IIREMENTS (AUG 2000) FAR						
252.211-7005 SUBSTITUTIO	NS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	(NOV 2005) DFARS					
specified in paragraph (b) of thi (d) Absent a determination that	s has been accepted at the facility at which it is proposed for use, but is not is clause, submit documentation of Department of Defense acceptance of t an SPI process is not acceptable for this procurement, the Contractor shall Federal specifications or standards: each SPI process)	he SPI process.					
Facility:							

SPI Process	:	
Facility:		
Military or Fe	ederal Specification or Standard:	
Affected Cor	ntract 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 [ ]

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part number, specification, Yes [ ] No [ ] The material conforms to the second of the	material conforms to the revision letter/number, if any is cited.  [ ] No [ ] Unknown [ ]  [ ] the revision offered does not affect form, fit, function, or interface.  [ ] No [ ] Unknown [ ]  [ ] material was manufactured by:							
below:			_					
Government Selling Agency	Contract Number	Contract Date (Month, Year)						
Agency	Contract Number	(Month, Tear)						
	I	B. ( )	1					
Other Source	Address	Date Acquired (Month, Year)						
		(,						
(4) The material has been If yes, (i) the price offered in Yes [ ] No [ ]; and (ii) the done, including the composition of the	ach or forward to the Contract reconditioned. Yes [] No [includes the cost of recondition of the contract attach or forward nents to be replaced and the eplacement of cure-dated corplates attached. Yes [] No te below all information contraction its original package. Yes	oning/refurbishment. and to the Contracting Off applicable rebuild stand mponents. Yes[] No[ [] ained thereon, or forward [] No[] s and data cited on the p	description of the alterations of the alterations of the alterations of the acceptance of the data accepts or facsimile of the data backage; or has attached or form	f any work done or to be are-dated components.  ta plate to the Contracting				
Contract Number	National Stock Number	Commercial and						
	(NSN)	Government Entity (Cage) Code						
		, , ,						
			-					
			]					
Part Number	Other Meris	ngs/Data	1					
rait Number	Other Marki	iiyə/Data	-					

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				٦				
(7) The Offeror has supplie	d this san	ne material (Nation	al Stock Number) to the	_l Government before.				
Yes[] No[]		,	,					
				ract number as that provided				
Agency	ate below	Contract Number		ber under which the material	was previously provided.			
· ·g·····y								
(8) The material is manufa	cturered i	n accordance with	a specification or drawin					
Yes [ ] No [ ]	iotaroroa i	ir accordance with	a specification of drawii	19.				
If yes, (i) the specification/o					011			
Yes [ ] No [ ]	ed the ap	plicable information	1 below, or forwarded a	copy or facsimile to the Contra	acting Officer.			
Specitication/Drawing								
Number	Rev	ision (if any)	Date					
				_				
(9) The material has been Yes [ ] No [ ]	inspected	for correct part nui	mber and for absence of	f corrosion or any obvious def	ects.			
If yes, (i) Material has beer	re-prese	rved. Yes[] No	[ ];					
(ii) Material has been repa			· · · · · · · · · · · · · · · · ·		17.			
(III) Percentage of material	that has t	een inspected <b>is</b> s the Offeror has a	% and/or number	er of items inspected <b>is</b> it to the Contracting Officer. Y	_; and (iv) a written report			
(d) The Offeror agrees that	in the eve	ent of award and ne	otwithstanding the provi	sions of the solicitation, inspec	ction and acceptance of the			
				ble provisions for source or de				
				following, to demonstrate that	the material being offered			
[ ] For national or local s	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								
				ient receipt/delivery pass doct	iment 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.							
				the specific NSN being acq	uired, a copy or			
facsimile of all original page	ackage m	arkings and data	, including NSN, Comme	ercial 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								
52.213-9009 FAST PAYMENT PROCEDURE (NOV 2011) DLAD								
52.215-08 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR								
52.219-06 NOTICE OF T	52.219-06 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) FAR							
52.222-19 CHILD LABOR	R - COOP	ERATION WITH A	UTHORITIES AND REI	MEDIES (JAN 2014) FAR				
52.222-50 COMBATTING	TRAFFI	CKING IN PERSO	NS (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
- 52.232-01 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

\*\*\*\*

- (c) The offeror should check here to opt out of this clause:
- [ ]. Alternate wording may be negotiated with the contracting officer.
- 52.243-01 CHANGES FIXED PRICE (AUG 1987) FAR
- 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS
- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2014) FAR
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JUN 2013) DFARS
- 52.246-9054 WARRANTY ACCEPTANCE OF SUPPLLIES (NOV 2011) DLAD
- 252.247-7023 TRANSPORATION OF SUPPLIES BY SEA (APR 2014) DFARS
- 52.249-01 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) FAR
- 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

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

- 52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR
- 252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

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(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 seg.);
  - (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 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.

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Provision #	Title	Date	Change
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(b) Each offeror who economic purchase of economic purchase of quantity points, this in OFFEROR RECOMITIEM	believes that acquantity. If differequantity is that quantity is that quantity is des	ent quantities are recor uantity at which a sign sired as well.	uantities would mmended, a tota ificant price brea	be more advantageous all and a unit price must lk occurs. If there are s	be quoted for applic ignificant price break	cable items. An
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Act may be used to e	enter into a contr	act with any corporation	on that was conv	oriations Act, 2012, non icted of a felony criminary are of the conviction.	al violation under an	y Federal or

- suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that it is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months. (End of provision)

## 252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004) (JAN 2012)

- (a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that-
- (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,

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

(End of provision)

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

- (a) Definitions. As used in this clause—
- "Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—
- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables:
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Mis cellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610. Ores:
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

- (b) For statistical purpose s only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
- (1) [ ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or (2) [ ] Outside the United States.

(End of provision)

### SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

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

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

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

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

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

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

#### **SECTION M - EVALUATION FACTORS FOR AWARD**

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

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

52.213-9000 QUANTITY BREAK (NOV 2011) DLAD

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agrees to record below the man price, along with the lower unit requested to enter the lower ur	e at no additional total price due to a minimum ximum quantity of the product cited in this req price for such increased quantity. If yet lower nit prices and quantity ranges to which such protection of exceeding \$150,000 without further solicitates.	uest for quote (RFQ) which can lead the can lead to the can le	be furnished for such total ater quantities, offerors are
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