REQUEST FOR QUO	TATIONS	THIS RFQ	ıs	IS NOT A SMALL B	USINESS SE	T-ASIDE	PAGE O	F PAGES
1. REQUEST NO. SPE7M1-15-Q-1149	2. DATE ISSUED 2014 NOV 26	3. REQUISITI		CHASE REQUEST NO.	UNDER E	DR NAT. DEF. BDSA REG. 2 DMS REG. 1	RATING D	O-C9
5. ISSUED BY  DLA LAND AND MARITIME  MARITIME SUPPLY CHAIN  PO BOX 3990  COLUMBUS OH 43218-3990  USA					7. DELIVE	B DESTINATION	OTHE	R ichedule)
Buyer: Leonard Berglund PMCMXX Email: Leonard.Berglund.ctr@dla.m		Fax: 614-693-15	39		a. NAME O	INATION F CONSIGNEE		
8. TO:					See Sc b. STREET			
					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 08	R indicate on incurred in origin unles	this form and retu	urn it to the of the subr	rmation, and quotations fue address in Block 5. The mission of this quotation of the Any representations and terr. Any representations and territary and ter	is request d r to contract f	oes not commit the Gor or supplies or services	vernment to pa s. Supplies are	ay any costs of domestic
	'	11. SCHED	ULE (Se	e Continuation Sheets)				
See attached schedule to complete quo  Quoter must also complete the followin  a. Quotation is valid for 90 days from di b. Prices quoted are:  Contained in Commercial Cata page Contained in Internal Price List our facility.  Commercial sales of comparal Customer Other (provide basis) c. FOB Point: Destination Origin Shipping d. If delivery period shown in Block 6 is e. Remittance Address (Name, Street, f. Vendor FAX Number:	g: ate specified in Block alog or Published Price No ble quantities: Quan I Point (City, State) _ unacceptable, provic City, State, ZIP): Sar	dated	; Price	dated, which may be e		·		
12. DISCOUNT FOR PROMPT PAYMENT		ı. 10 CALENDAR %)	R DAYS	b. 20 CALENDAR DAYS	S (%) c. 30 (%)	CALENDAR DAYS		NDAR DAYS
		<b>.</b>	<u> </u>	4 1				
	presentations ADDRESS OF QUOTER AGE	X are	lare no	t attached.  14. SIGNATURE OF PERS QUOTATION	SON AUTHORIZ	ZED TO SIGN	15. DATE OF	QUOTATION
b. STREET ADDRESS				- NAME		16. SIGNER	<u> </u>	
c. COUNTY				a. NAME (Type or Print)			b. TE	LEPHONE
d. CITY	e. STATE f. ZIP	CODE		c. TITLE (Type or Print)			NUMBER	

CONTINU	JATION	SHEET
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ACCELERATED DELIVERY IS ACCEPTABLE AT NO ADDITIONAL COST TO THE GOVERNMENT. THANK YOU IN ADVANCE FOR YOUR BEST DELIVERY

CLAUSES APPLICABLE TO THIS SOLICITATION ARE INCORPORATED IN PART II OF THE DLA MASTER SOLICITATION FOR EPROCUREMENT AUTOMATED SIMPLIFIED ACQUISITIONS (PART13), REVISION 22 DATED APRIL 2014, WHICH CAN BE FOUND ON THE WEB AT http://www.dla.mil/Acquisition/Pages/Automaster\_EProcurement.aspx The applicable Master Solicitation will be that which is in effect on the date of the Solicitation.

52.215-9C10 EVALUATION FACTORS FOR AWARD (JAN 2009) DLA Land and Maritime

Award will be made to the offeror(s) whose quote(s)/offer(s) conforms to the solicitation requirements and represents the best value to the Government. Past performance, offered delivery and price will be evaluated when making a comparative assessment of quotes/offers. An award may be made to other than the lowest priced, technically acceptable, responsible offeror(s).

FAR 52.209-1- Qualification Requirements

41118

RMS COMPANY

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name				
Manufacturer's Name				
Source's Name				
Item Name				
Service Identification				
Test Number	(to	the	extent	known)
QPL SOURCES:				
AERO-ELECTRIC CONNECTOR, INC. 59976				
AMPHENOL CORPORATION 77820				
DEUTSCH ENGINEERED CONNECTING DEVICES INC.		1113	19	
J-T E C H OBW78				

CONTINUATION SHEET

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#### SECTION B

SUPPLIES/SERVICES: 5935-01-359-1975

ITEM DESCRIPTION:

CONNECTOR, PLUG, ELEC THE USE OF ANY CLASS I OZONE-DEPLETING SUBSTANCE (ODS) IN THE DESIGN, MANUFACTURING, TESTING, CLEANING, OR ANY OTHER PROCESS FOR THIS ITEM UNDER ANY MILITARY OR FEDERAL SPECIFICATION, STANDARD OR DRAWING REFERENCED IN THIS ITEM DESCRIPTION IS "PROHIBITED" UNLESS THE SEPARATE WRITTEN APPROVAL OF THE CONTRACTING OFFICER IS OBTAINED. THIS PROHIBITION SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT DOES NOT ALLEVIATE ANY PRODUCT PERFORMANCE REQUIREMENTS. THIS DOES NOT APPLY TO COMMERCIAL ITEMS, AS DEFINED IN "FAR 11.001" OR TO PART-NUMBERED-ONLY ITEMS.

FULL AND OPEN COMPETITION APPLIES.

PRESERVATION AND PACKAGING SHALL BE IAW THE LATEST REVISION OF MILITARY SPECIFICATION: MIL-DTL-55330, FOR CONNECTORS.

IAW BASIC SPEC NR MIL-DTL-83723/78E NOT 1 REVISION NR E DTD 05/29/2014 PART PIECE NUMBER: M83723/78G22327

IAW REFERENCE SPEC NR MIL-DTL-83723F(1) SUP 1A REVISION NR 1 DTD 10/03/2006 PART PIECE NUMBER: M83723/78G22327

ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 5935-01-359-1975 3.000

EA \$ \_\_\_

CONNECTOR, PLUG

, ELEC

0001

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE: 27 DAYS ADO

PREP FOR DELIVERY:

**CONTINUATION SHEET** 

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#### SECTION B

SUPPLY/SERVICE: 5935-01-359-1975 CONT'D

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
QUP:001 PRES MTHD:ZZ CLNG/DRY:X PRESV MAT:XX
WRAP MAT:XX CUSH/DUNN MAT:XX CUSH/DUNN THKNESS:X
UNIT CONT:XX OPI:O
INTRMDTE CONT:XX INTRMDTE CONT QTY:XXX
PACK CODE:Q PACKING LEVEL: B
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
SPECIAL MARKING CODE:00 -

PRESERVATION AND PACKAGING SHALL BE IAW THE LATEST REVISION OF MILITARY SPECIFICATION: MIL-DTL-55330, FOR CONNECTORS.

FREIGHT FORWARDER:

FREIGHT SHIPPING ADDRESS:

DGRQ00 201 SUPPLY DEPOT MATERIAL TRANSPORTATION DIRECTORATE PO BOX 19200 ELEFSIS GREECE GP

M/F:(TCN) DGRQ5V40210036 RDD: A01

PROJ TP 1

SUP ADD DA2KIW SIG L

FOR GOVERNMENT USE ONLY: IPD 03

DIC A31 DIST N01 ADV FC NL

GOVT USE

			External	External	External	Customer RDD/
ITEM	PR	PRLI	PR	PRLI	Material	Need Ship Date
0001	0055951587	0001	N/A	N/A	N/A	01/28/2014

\*

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE7M1-15-Q-1149	PAGE 5 OF 16 PAGES
	OI ENWIT TO Q 1140	
SECTION D - PACKAGING A	ND MARKING	
52.211-9010 SHIPPING LAB	EL REQUIREMENTS – MILITARY-STANDARD (MIL-STD) 129P (APR	2014) DLAD
52.211-9010 SHIPPING LAE DLAD	BEL REQUIREMENTS – MILITARY STANDARD (MIL-STD) 129P (NOV	2011), ALT I (AUG 2005)
52.211-9013 SHIPPER'S DE	CLARATION OF DANGEROUS GOODS (APR 2014) DLAD	
52.211-9033 PACKAGING A	ND MARKING REQUIREMENTS (APR 2008) DLAD	
52.211-9035 MARKING REQ	UIREMENTS - DLA MARITIME (NOV 2011) DLAD	
52.211-9036 PHYSICAL ITE	MIDENTIFICATION/BARE ITEM MARKING (LAND & MARITIME) (NO	V 2011) DLAD
52.247-9012 REQUIREMENT	S FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FE	B 2007) DLAD
SECTION E - INSPECTION AI	ND ACCEPTANCE	
52.246-2 INSPECTION OF S	UPPLIES FIXED PRICE (AUG 1996) FAR	
52.246-15 CERTIFICATE OF	CONFORMANCE (APR 1984) FAR	
252.246-7000 MATERIAL IN	SPECTION AND RECEIVING REPORT (MAR 2008) DFARS	
52.246-9004 PRODUCT VER	IFICATION TESTING (MAR 2014) DLAD	
52.246-9008 INSPECTION A	ND ACCEPTANCE AT ORIGIN (NOV 2011) DLAD	
	are at Origin. I be the point of last inspection before shipment unless otherwise indicated below the location where supplies will be inspected:	d by the offeror.
Commercial and Governmen	t Entity (CAGE) Code:	
Street:		
City/State/Zip:		
Applicable to contract line-ite	em(s) (CLIN(s):	
(d) The Offeror shall indicate Packaging: [ ] Same as for supplies, or, Plant:	e below the location where packaging will be inspected:	
Cage Code:	·	
Street:		
City/St/Zip:		
Applicable to clin(s):		
-		

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

52.246-9020 DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORT (APR 2008) DLAD

52.246-9065 PROTECTION FROM DEGRADATION DUE TO ELECTROSTATIC/ELECTROMAGNETIC FORCES (AUG 2008) DLAD

**SECTION F - DELIVERIES OR PERFORMANCE** 

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

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

52.211-9014 CONTRACTOR RETENTION OF TRACEABILITY DOCUMENTATION (AUG 2012) DLAD

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

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

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

52.247-52 CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS (FEB 2006) FAR

52.247-9034 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (JUN 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**

52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009) FAR

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS

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

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

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

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

#### 52.209-01 QUALIFICATION REQUIREMENTS (FEB 1995) FAR

- (a) Definition. "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.
- (b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

http://assist.daps.dla.mil/quicksearch/

standards specified, the relevant informati	
Offeror's Name:	
Manufacturer's Name:	
Source's Name:	
Item Name:	
Service Identification:	
Test Number:	

(to the extent known)

- (d) Even though a product or service su bject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.
- (e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.
- (f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award. (End of clause)

52.209-9013 COMPONENT QUALIFIED PRODUCTS LIST (QPL)/QUALIFIED MANUFACTURERS LIST (QML) (NOV 2011) DLAD

52.211-05 MATERIAL REQUIREMENTS (AUG 2000) FAR

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR

52.211-9000 GOVERNMENT SURPLUS MATERIAL (AUG 2014) DLAD

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(c) With respect to the surr	lus material being offered, the	he Offeror represents that	•	
	used, and not of such age o			
Yes [ ] No [ ]		•	•	
		ted in the solicitation (e.g.,	Commercial and Governme	ent Entity (CAGE) code and
part number, specification,	etc.).			
Yes [ ] No [ ]	as revision letter/eumber if	any io oitod		
Yes [ ] No [ ] Unknown	ne revision letter/number, if a	arry is cited.		
	oes not affect form, fit, funct	ion, or interface.		
Yes [ ] No [ ] Unknown		,		
The material was manufac				
		<del></del>		
(Name)	(Address)	<del></del>		
()	(Filadi Goo)			
	ssesses the material. Yes [			
			as to how the offered quant	
below:	naterial from a Government	selling agency of other sc	ource. Yes[] No[] If yes	s, provide the information
below.				
Government Selling		Contract Date		
Government Gennig				
Agency	Contract Number	(Month, Year)		
_	Contract Number	(Month, Year)		
_	Contract Number	(Month, Year)		
_	Contract Number	(Month, Year)		
_	Contract Number			
Agency		Date Acquired		
_	Contract Number  Address			
Agency		Date Acquired		
Agency		Date Acquired		
Agency Other Source	Address	Date Acquired		
Agency Other Source  (3) The material has been	Address	Date Acquired		
Other Source  (3) The material has been Yes [ ] No [ ]	Address  altered or modified.	Date Acquired (Month, Year)	opprintion of the alterations of	v modifications
Other Source  (3) The material has been Yes [ ] No [ ] If yes, the Offeror must atta	Address  altered or modified.  ach or forward to the Contract	Date Acquired (Month, Year)	escription of the alterations o	or modifications.
Other Source  (3) The material has been Yes [ ] No [ ] If yes, the Offeror must atta (4) The material has been	Address  altered or modified.  ach or forward to the Contractive conditioned. Yes [ ] No [	Date Acquired (Month, Year)	escription of the alterations o	or modifications.
Other Source  (3) The material has been Yes [ ] No [ ] If yes, the Offeror must atta (4) The material has been If yes, (i) the price offered it	Address  altered or modified.  ach or forward to the Contractive conditioned. Yes [ ] No [ ] no ludes the cost of reconditioned.	Date Acquired (Month, Year)  cting Officer a complete de la		
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Other Source  (3) The material has been Yes [ ] No [ ] If yes, the Offeror must atta (4) The material has been If yes, (i) the price offered if Yes [ ] No [ ]; and (ii) the done, including the compor Yes [ ] No [ ] If yes, the price includes re (5) The material has data processed in the offeror must stan Officer.  (6) The offered material is (If yes, the Offeror has stat Contracting Officer a copy	Address  altered or modified.  ach or forward to the Contract reconditioned. Yes[] No Includes the cost of reconditioned offeror must attach or forward to be replaced and the placement of cure-dated corplates attached. Yes[] No the below all information contents original package. Yes ed below all original marking or facsimile of original package.	Date Acquired (Month, Year)  cting Officer a complete de ] oning/refurbishment. ard to the Contracting Office applicable rebuild standa  mponents. Yes [] No [ [] ained thereon, or forward  [] No [] gs and data cited on the page markings.)  Commercial and Government Entity	cer a complete description outlook. The material contains cut likely a copy or facsimile of the da	f any work done or to be are-dated components.  ta plate to the Contracting
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Other Source  (3) The material has been Yes [ ] No [ ] If yes, the Offeror must atta (4) The material has been If yes, (i) the price offered if Yes [ ] No [ ]; and (ii) the done, including the compor Yes [ ] No [ ] If yes, the price includes re (5) The material has data processed in the offeror must stan Officer.  (6) The offered material is (If yes, the Offeror has stat Contracting Officer a copy	Address  altered or modified.  ach or forward to the Contract reconditioned. Yes [ ] No   ncludes the cost of reconditi Offeror must attach or forward to be replaced and the placement of cure-dated corplates attached. Yes [ ] No te below all information cont its original package. Yes ed below all original marking or facsimile of original package. National Stock Number	Date Acquired (Month, Year)  cting Officer a complete de ] oning/refurbishment. ard to the Contracting Office applicable rebuild standa  mponents. Yes [] No [ [] ained thereon, or forward  [] No [] gs and data cited on the page markings.)  Commercial and Government Entity	cer a complete description outlook. The material contains cut likely a copy or facsimile of the da	f any work done or to be are-dated components.  ta plate to the Contracting

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE7M1-15-Q-1149		PAGE 9 OF 16 PAGES		
	•			=	•
Part Number		Other Marki	ings/Data		
(7) The Offeror has supplied	d this sam	ne material (Nation	nal Stock Number) to the	J Government before.	
Yes [ ] No [ ]		(			
If yes, (i) the material being				ract number as that provide	
	te below			ber under which the materia	al was previously provided:
Agency		Contract Numb	er		
				_	
				4	
(8) The material is manufac	cturorod i	n accordance with	a specification or drawin		
Yes [ ] No [ ]	clurerea ii	n accordance with	i a specification of drawii	ig.	
If yes, (i) the specification/d	rawing is	in the possession	of the Offeror. Yes [ ]	No [ ]:	
and (ii) the Offeror has state					ntracting Officer.
Yes [			•	. ,	9
Specitication/Drawing					
Number	Revi	ision (if any)	Date		
				_	
				4	
				-	
(9) The material has been in	nspected	for correct part nu	Imber and for absence of	⊥ f corrosion or any obvious d	efects
Yes [ ] No [ ]	Порсосси	ioi correct part ria	imber and for absence of	corresion of any obvious a	cicolo.
If yes, (i) Material has been	re-preser	rved. Yes[] No	ſ 1:		
(ii) Material has been repac	ckaged.	Yes [ ] No [ ];			
					; and (iv) a written report
was prepared. Yes [ ] No					
					pection and acceptance of the
surplus material will be perfectly.					
was previously owned by th				ioliowing, to demonstrate tr	nat the material being offered
[ ] For national or local sa				on methods, a solicitation/l	nvitation For Bid and
corresponding DLA Distribu					
[ ] For DLA Distribution Se	ervices Co	ommercial Ventur	re (CV) Sales, the shipm		ocument and
invoices/receipts used by th	ne original	I purchaser to rese	ell the material.		
[ ] For DLA Distribution Se					
[ ] For property sold und solicitation/Invitation for Bid					etali metnods, a
[ ] When the above docu					cquired, a copy or
facsimile of all original pa					
number, and original contra	ct numbe	r. (This information	on has already been prov	rided in paragraph (c)(6) of	this clause. Yes [ ] No [ ])
	ve are av	ailable, other info	ormation to demonstrate	te that the offered material	was previously owned by the
Government.					
Describe and/or attach.					
			<del></del>		
			<del></del>		
***			<del></del>		
52.211-9002 PRIORITY R	ATING	(NOV 2011) DLA	<b>ND</b>		
52.215-08 ORDER OF PR	RECEDEN	ICE - UNIFORM	CONTRACT FORMAT	(OCT 1997) FAR	
252.216-7009 ALLOWAB DFARS	ILITY OF	COSTS INCURR	ED IN CONNECTION W	TITH A WHISTLEBLOWER	PROCEEDING (SEP 2013)
52.222-50 COMBATTING					

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### 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009), ALT I (AUG 2007) FAR

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(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title:	Document may be obtained from:	Applies performance to in/at:

[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the U.S. to which the document applies.]

### 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

252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006) DFARS

#### 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003) DFARS

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- (b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:
- (1) For sales to the Government(s) of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, or Thailand, and for sales to the Venezuelan Air Force\*, contingent fees in any amount.
- \*When first digit of the Transportation Control Number (TCN) is B,D, P, K, or T, this solicitation/contract is for a Foreign Military Sale (FMS). The second and third digits of the TCN identify sales to particular countries, as specified below.

AT - Australia

TW - Taiwan

EG - Egypt

GR - Greece

IS - Israel

JA - Japan

JO - Jordan

KS - Republic of Korea

KU - Kuwait

PK - Pakistan

PI - Philippines

SR or SI - Saudi Arabia

TK - Turkey

TH - Thailand

VE - Venezuela

When the first digit of the Supplementary Address (SUPP ADD) is D, this solicitation/contract is for the foreign country's Air Force. (This SUPADD info is only needed to identify sales to Venezuelan Air Force). The TCN and SUPP ADD are in Section F Additional Delivery Information for each line item.

#### 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003) DFARS

252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997) 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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE7M1-15-Q-1149	PAGE 11 OF 16 PAGES
52.232-33 PAYMENT BY ELI	ECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION	I (JUL 2013) FAR
52.232-40 PROVIDING ACCI	ELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DE	C 2013) FAR
252.232-7003 ELECTRONIC	SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JU	JN 2012) DFARS
52.232-9010 ACCELERATED	PAYMENTS TO SMALL BUSINESS (APR 2014) DLAD	
52.233-01 DISPUTES (MAY	2014) FAR	
52.233-03 PROTEST AFTER	AWARD (AUG 1996) FAR	
52.233-04 APPLICABLE LAV	W FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR	
52.233-9001 DISPUTES - AG	REEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011)	DLAD
***		
• •	here to opt out of this clause: negotiated with the contracting officer.	
52.243-01 CHANGES - FIXE	D PRICE (AUG 1987) FAR	
252.243-7001 PRICING OF C	CONTRACT MODIFICATIONS (DEC 1991) DFARS	
52.244-06 SUBCONTRACTS	FOR COMMERCIAL ITEMS (OCT 2014) FAR	
252.244-7000 SUBCONTRAC 2013) DFARS	CTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD	CONTRACTS) (JUN
52.246-9054 WARRANTY AC	CCEPTANCE OF SUPPLLIES (NOV 2011) DLAD	
52.246-9056 WARRANTY PE	RIOD FOR OVERSEAS SHIPMENTS (SEP 2008) DLAD	
52.246-9066 DOCUMENTAT	ION OF TRACEABILITY (JAN 2009) DLAD	
52.247-01 COMMERCIAL BI	LL OF LADING NOTATIONS (FEB 2006) FAR	
these transportation costs as d documents are annotated with (a) If the Government is shown Transportation is for the consignor or consignee are ass (b) If the Government is not show Transportation is for the consignor or consignee shall be	authorizes supplies to be shipped on a commercial bill of lading and the Contractirect allowable costs, the Contractor shall ensure before shipment is made that either of the following notations, as appropriate:  as the consignor or the consignee, the annotation shall be:  [name the specific agency] and the actual total transportation charges paid to signable to, and shall be reimbursed by, the Government.  bown as the consignor or the consignee, the annotation shall be:  [name the specific agency] and the actual total transportation charges paid to be reimbursed by the Government, pursuant to cost-reimbursement contract No acting [Name and address of the contract administration]	t the commercial shipping the carrier(s) by the the carrier(s) by the
52.247-02 PERMITS, AUTHO	DRITIES, OR FRANCHISES (JAN 1997) FAR	
(a) The offeror does [], does regulatory body. If authorization	not [], hold authorization from the Federal Highway Administration (FHWA) is held, it is as follows:	or other cognizant
(Name of regulatory body)		
(Authorization No.)		

(b) The offeror shall furnish to the Government, if requested, copies of the authorization before moving the material under any contract awarded. In addition, the offeror shall, at the offeror's expense, obtain and maintain any permits, franchises, licenses, and other authorities issued by State and local governments.

(End of clause)

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

252.247-7028 APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS (JUN 2012) 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)

#### 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR

- (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.
- (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)

# 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUL 2013) (FAR)

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

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

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CONTINUATION SH		PE7M1-15-Q-11	BEING CONTINUED: 49	PAGE 13 OF 16 PAGES
[Contracting Officer of [ ] (i) 252.209-7002, [ ] (ii) 252.225-7000 [ ] (iii) 252.225-7020 [ ] Use with Alternat [ ] (iv) 252.225-7022 [ ] (v) 252.225-7031	2, Trade Agreements Certificate—Inclu- , Secondary Arab Boycott of Israel. 5, Buy American —Free Trade Agreem e I. e II. e III.	a Foreign Gove S Program Certifi Sion of Iraqi End	ernment. cate. Products.	ne Contracting Officer:
Certifications Applica verifies by submission as indicated in FAR 5 current, accurate, con referenced for this so the changes identified	ompleted the annual representations are stion (ORCA) website at https://www.acm of the offer that the representations at 52.204-8(c) and paragraph (d) of this promplete, and applicable to this solicitation blicitation), as of the date of this offer, and below [offeror to insert changes, identify or certification(s) are also incorporate	equisition.gov/. and certifications rovision have be on (including the and are incorporantifying change b	After reviewing the ORCA databate currently posted electronically the en entered or updated within the business size standard applicable ted in this offer by reference (see a provision number, title, date]. T	ase information, the offeror at apply to this solicitation last 12 months, are e to the NAICS code FAR 4.1201); except for these amended
FAR/DFARS Provision #	Title	Date	Change	
****				
52.207-04 ECONO	MIC PURCHASE QUANTITY - SUPPL	IES (AUG 198	7) FAR	
	ted to state an opinion on whether the licitation is (are) economically adva			pposals or quotes are
economic purchase of economic purchase of quantity points, this in OFFEROR RECOMN ITEM		mmended, a tota ficant price brea	I and a unit price must be quoted k occurs. If there are significant p	for applicable items. An price breaks at different
PRICE QUOTATION				
TOTAL  (c) The information re Government in develorancel the solicitation		ited to avoid acquis of these items	uisitions in disadvantageous qua . However, the Government rese	rves the right to amend or

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

# 252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-00007) (MAR 2012)

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

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

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

(End of provision)

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

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

(End of provision)

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# 252.209-7995 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW- FISCALYEAR 2013 APPROPRIATIONS (DEVIATION 2013-00006) (APR 2013) (DFARS)

In accordance with sections 8112 and 8113 of Division C and sections 514 and 515 of Division E of the Consolidated and Further Continuing Appropriations Act, 2013, (Pub. L. 113-6), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that—

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and
- made a determination that this further action is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that—
- (1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months. (End of provision)

#### 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

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52.213-9000 QUANTITY BR	EAK (NOV 2011) DLAD	
agrees to record below the ma price, along with the lower unit requested to enter the lower ur	e at no additional total price due to a minimum order quantity/value or any oth ximum quantity of the product cited in this request for quote (RFQ) which can price for such increased quantity. If yet lower unit prices are available for greatity prices and quantity ranges to which such prices will apply. The Government exceeding \$150,000 without further solicitation or discussion:	be furnished for such total eater quantities, offerors are
Quantity Range	Unit Price	