

REQUEST FOR QUOTATIONS		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1 OF 14 PAGES
1. REQUEST NO. SPE8E5-15-Q-0173	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO. 0054739823	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING DO-C9
5. ISSUED BY DLA TROOP SUPPORT CONSTRUCTION & EQUIPMENT (MAT & ME) 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Buyer: Nate Prattico PEPCFC5 Tel: 215-737-4397 Email: nate.prattico@dla.mil			6. DELIVER BY (Date) 20 DAYS ADO	
			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
			9. DESTINATION	
			a. NAME OF CONSIGNEE See Schedule	
8. TO:			b. STREET ADDRESS	
			c. CITY	
			d. STATE	e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5 ON OR BEFORE CLOSE OF BUSINESS (Date) 2014 DEC 05		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		AREA CODE
f. ZIP CODE			c. TITLE (Type or Print)		NUMBER

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The provisions as indicated in this solicitation are hereby applicable and incorporated by reference, Revision 16, August 2013, which can be found on the web at:
http://www.dla.mil/Acquisition/Pages/Automaster_EProcurement.aspx

FOB DESTINATION

DESTINATION INSPECTION REQUIRED FAR 52.246-1 APPLIES

Small Business Set Aside

BUY AMERICAN PROGRAM DLAD 252.225-7001 Applies

Child Labor FAR 52.222-19 Applies

RFID Clause DFARS 252.211-7006 Applies

Contracts for Materials, Supplies Articles and Equipment FAR 52.222-20 Applies

PACKAGING DATA - SHALL BE IN ACCORDANCE WITH MIL-STD-2073-1D, 15 DEC 1999

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.

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

Failure to fully comply with the required packaging & labeling provisions may result in payment delays or rejection of delivered material.

THIS BUY IS NOT FAST PAY

NO VARIATION IN QUANTITY ALLOWED

Accelerated delivery of these items is acceptable and desired at no additional cost to the Government

Early and/or partial deliveries shall be acceptable at no additional cost to the Government.

Billing problems: Please contact the DSCPWAWFTeam@dlamail for assistance.
Billing information call 800-756-4571.

Your Electronic Invoicing Solution - Wide Area Workflow (WAWF). Register at <https://wawf.eb.mil/> or go to the DFAS EC Tool Box <http://www.dod.mil/dfas/contractorpay/electroniccommerce.html>

Don't forget to sign-up for the invoice status system-- myInvoice-- at <https://myinvoice.csd.disa.mil>

Contact the DDC Transportation Office to schedule shipment at:
Defense Distribution Center (DDC)
ATTN: Transportation Division
EMAIL: delivery@dlamail
Phone: 1-800-456-5507
Fax: 1-717-770-2709
Web: <http://www.ddc.dla.mil>

DLA Customer Interaction Center
1-877-DLA-CALL - 1-877-352-2255 or DLACustomerCenter@dlamail
The Customer Contact Center is available around the clock
to provide information on all DLA products and services

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including assistance with placing, modifying and tracking orders.

Please visit our GSA Vendor information webpage at
<https://www.troopsupport.dla.mil/GSA/>
or
<https://www.troopsupport.dla.mil/index.asp>
for information on doing business with DLA

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE8E5-15-Q-0173	PAGE 4 OF 14 PAGES
<p>SUPPLIES/SERVICES: 8030-01-388-5604</p> <p>ITEM DESCRIPTION:</p> <p>PRIMER,SEALING COMPOUND</p> <p>U/I = BT Size: a 1.75 fl oz bottle</p> <p>Henkel-Loctite CAGE 05972 PN 7471 LOCQUIC PRIMER T or Hernon Mfg.CAGE 60603 PN EF Primer 49</p> <p>THIS NSN HAS A SHELF-LIFE OF 12 MONTHS (1 YEARS) AND IS A TYPE II SHELF-LIFE ITEM. PRODUCTSDELIVERED UNDER THIS CONTRACT SHALL BE MANUFACTURED TO ENSURE THAT A MINIMUM OF 85% SHELF LIFE IS REMAINING AT TIME OF RECEIPT BYTHE FIRST GOVERNMENT ACTIVITY. SHELF LIFE MARKINGS SHALL BE IN ACCORDANCE WITH THE LATEST REVISION OF MIL-STD-129, AND SHALL CLEARLY INDICATE THE MANUFACTURED DATE AND THE INSPECTION/TEST DATE.</p> <p>MIL-STD-129 LABELS ARE REQUIRED, MIL-STD-129 LABEL WILL INCLUDETHE ADDITION OF LOT OR BATCH NUMBER.</p> <p>WHEN THE PURCHASE ORDER TEXT (POT) DESCRIBES THE REQUIRED PRODUCT(S) BY NAME AND PART NUMBEROF A SPECIFIC ENTITY, BY THE NAMES AND PART NUMBERS OF A NUMBER OF SPECIFIC ENTITIES, OR BY THE NAME(S) AND PART NUMBER(S) OFSPECIFIC ENTITY/ENTITIES AS MODIFIED BY ADDITIONAL REQUIREMENTS SET FORTH IN THE POT, ONLY THAT/THOSE PRODUCT(S) HAVE BEENDETERMINED TO MEET THE NEEDS OF THE GOVERNMENT AND ARE ACCEPTABLE. SUCH PRODUCT(S) ARE "EXACT PRODUCT(S)" AS DEFINED IN "DLAD52.217-9002, CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS."</p> <p>A VENDOR OFFER/QUOTATION, "BIDWITHOUT EXCEPTION," IS A CERTIFICATION THAT THE "EXACT PRODUCT," MANUFACTURED AND/OR SUPPLIED BY ONE OF THE ENTITIES CITED IN THEPOT WILL BE FURNISHED UNDER THE CONTRACT OR ORDER. ANY PRODUCT NOT MANUFACTURED AND/OR SUPPLIED BY ONE OF THE ENTITIES CITED IN THEPOT IS AN "ALTERNATE PRODUCT," EVEN THOUGH IT MIGHT BE MANUFACTURED IN ACCORDANCE WITH THE DRAWING(S) AND/OR SPECIFICATIONS OF ONEOF THE ENTITIES CITED IN THE POT.</p> <p>CONTINUED ON NEXT PAGE</p>		

SUPPLY/SERVICE: 8030-01-388-5604 CONT'D

IF AN ALTERNATE PRODUCT IS FURNISHED UNDER A CONTRACT OR ORDER FOR AN EXACT PRODUCT,THE ALTERNATE PRODUCT WILL BE AN UNAUTHORIZED SUBSTITUTION, AND MAY YIELD CRIMINAL PENALTIES IN ADDITION TO ANY CIVIL REMEDIESAVAILABLE TO THE GOVERNMENT.

THE CONTRACTOR SHALL PROVIDE A MATERIAL SAFETY DATA SHEET (MSDS) AS DIRECTED BY FAR 52.223-3,HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997). A COPY OF THE APPLICABLE HAZARD WARNING LABEL(S) (HWL) SHALLBE SUBMITTED WITH THE MSDS AS DIRECTED BY DFARS 252.223-7001, HAZARD WARNING LABELS (DEC 1991). THE MSDS SHALL BE IAW FEDERALSTANDARD 313 (LATEST REVISION) AND CONFORM TO OSHA'S HAZARD COMMUNICATION STANDARD IN TITLE 29 CFR 1910.1200 (LATEST REVISION)AND SHALL BE SUBMITTED BY THE APPARENTLY SUCCESSFUL OFFEROR PRIOR TO CONTRACT AWARD AS DIRECTED BY DLAD 52.223-9000, MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (NOV 2011). TO SATISFY THE FED-STD-313 REQUIREMENT, THE CONTRACTOR SHALL SUBMIT THEAPPLICABLE MSDS AND HWL TO THE LOCAL ADMINISTERING AGENCY'S CONTRACTING OFFICE FOR PROCEDURAL REVIEW AND APPROVAL PRIOR TO CONTRACTAWARD. CONTRACTOR MUST EXERCISE A DUTY OF CARE THAT EACH MSDS BE REGULARLY UPDATED (USUALLY EVERY THREE TO FIVE YEARS) OR WITHIN 3MONTHS OF ANY CHANGES PER U.S. CODE, TITLE 42, CHAPTER 116, SUBCHAPTER II, PARAGRAPH 11021(D).

HERNON MANUFACTURING, INC. DBA 61603 P/N EF PRIMER 49 1.75 OZ
LOCTITE CORP 05972 P/N LOCTITE 7471 PRIMER T 1.75 OZ

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	8030-01-388-5604 PRIMER,SEALING COMP	1,289.000	BT	\$ _____	\$ _____

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

SUPPLY/SERVICE: 8030-01-388-5604 CONT'D

FOB: DESTINATION DELIVERY DATE: 20 DAYS ADO

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
QUP:001 PRES MTHD:HM CLNG/DRY:X PRESV MAT:00
WRAP MAT:XX CUSH/DUNN MAT:XX CUSH/DUNNTHKNESS:X
UNIT CONT:ZZ OPI:M
INTRMDTE CONT:D3 INTRMDTE CONT QTY:AAA
PACK CODE:U
MARKING SHALL BE IN ACCORDANCE WITHMIL-STD-129.
SPECIAL MARKING CODE:33 -

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

PARCEL POST ADDRESS:

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

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

FREIGHT SHIPPING ADDRESS:

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

GOVT USE

ITEM	PR	External		External		Customer RDD/ Need Ship Date
		PRLI	PR	PRLI	Material	
0001	0054739823	0001	N/A	N/A	N/A	12/21/2014

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Part 12 Clauses

CLAUSES ADDED TO PART 12 BY ADDENDUM

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

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

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

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

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

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

52.211-05 MATERIAL REQUIREMENTS (AUG 2000) FAR

52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

(b) The permissible variation shall be limited to:
 10 Percent increase
 00 Percent decrease
 This increase or decrease shall apply to the total contract quantity .

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

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:

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- (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 <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)

52.211-9002 PRIORITY RATING (NOV 2011) DLAD

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

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

CONTINUED ON NEXT PAGE

52.211-9022 SUPERSEDED PART-NUMBERED ITEMS (NOV 2011) DLAD

(a) Part number (P/N) changes. Part number changes are acceptable only when the offeror completes the following verification:
The offeror represents that the P/N requested in the solicitation has been changed from
CAGE _____ ,

P/N _____ to

P/N _____

and that this is a part number change only. The reason for the change is

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

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

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

52.214-9008 ROUNDING OFF OF OFFER AND AWARD PRICES (NOV 2011) DLAD

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

52.222-03 CONVICT LABOR (JUN 2003) FAR

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

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

52.222-26 EQUAL OPPORTUNITY (MAR 2007) FAR

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

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

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

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

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

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

(a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—
(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
(2) Class II, including, but not limited to, hydrochlorofluorocarbons.
(b) The Contractor shall label products which contain or are m anufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:
Warning
Contains (or manufactured with, if applicable) *

_____ , a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.
 * The Contractor shall insert the name of the substance(s).
 (End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991) DFARS

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

MATERIAL (If None, Insert "None")	ACT

- ****
- 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 2012) DFARS**
 - 52.223-9000 MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (NOV 2011) DLAD**
 - 52.223-9002 ANTI-STAIN TREATMENT (UNTREATED WOOD PRODUCTS) (SEP 2008) DLAD**
 - 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) FAR**
 - 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (DEC 2012) DFARS**
 - 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (JUN 2012) DFARS**
 - 52.232-01 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**
 - 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR**
 - 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**

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

52.246-01 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984) FAR

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

52.246-9007 INSPECTION AND ACCEPTANCE AT DESTINATION (AUG 2007) DLAD

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)

52.246-9051 REPACKAGING OF HAZARDOUS MATERIAL (SEP 2008) DLAD

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

52.246-9062 REPACKAGING TO CORRECT PACKAGING DEFICIENCIES (SEP 2008) DLAD

52.247-34 F.O.B. DESTINATION (NOV 1991) FAR

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

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

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.

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(End of Clause)

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

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/> .

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)

Part 12 Provisions

PROVISIONS ADDED TO PART 12 BY ADDENDUM

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

52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (NOV 2012) FAR

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.

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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)

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

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

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

(End of provision)

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

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

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

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

(b) The Offeror represents that-

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

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

(End of provision)

52.211-14 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.]

52.211-9009 NON-ACCEPTABILITY OF GOVERNMENT SURPLUS MATERIAL (NOV 2011) 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

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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

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)

52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD

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.

52.252-01 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)