SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE 1 OF
15-12-1013	

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			SPM4A815Q0146	06/02/2015

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Melba Brown / dmb0014	(804) 279-6972	06/15/2015 2:00PM EST

9. ISSUED BY CODE SPM4A8

DLA Aviation
Attn: DLA-VICA (Melba Brown / dmb0014)
8000 Jefferson Davis Highway
Richmond, VA 23297-5770
melba.brown@dla.mil Fax: 804-279-5948

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR:
- ☒ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- ☐ EDWOSB
- ☐ 8 (A)

NAICS: 333517
SIZE STANDARD: 500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
☒ SEE SCHEDULE	Net 30 Days	☒	DO B9

14. METHOD OF SOLICITATION ☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
SEE SCHEDULE		SEE BLOCK 9 Criticality Code: B	SPM4A8

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

SECTION B - SUPPLIES OR SERVICES AND PRICES

This is a Small Business set aside solicitation intended to result in a firm, fixed-price contract.

Request procurement of the following equipment in accordance with DLA-VIBB- 15-12-1013, dated February 4, 2015.

ITEM NO.	SUPPLIES/SERVICES	QTY UNIT	UNIT PRICE	TOTAL AMOUNT
0001	Vertical Machine Center	2 EA	$_____	$_____
0002	Technical Data	2 SET	$_____	$_____
		TOTAL:	$_____	$_____

EQUIPMENT OFFERED: _____

MANUFACTURED BY: _____

*MANUFACTURING LOCATION: _____

MODEL NUMBER: _____

COUNTRY OF ORIGIN: _____

ARE YOU A DEALER OR MANUFACTURER: _____

*For items manufactured outside the United States the offeror shall submit as part of its proposal a description of their company's internal procedures for verifying country of origin data.

SECTION B - SUPPLIES OR SERVICES AND PRICES

TOTAL OF ONE (1) SHIPPING LOCATION:

SHIP TO: FOREIGN MILITARY SALES

FOB & INSPECTION/ACCEPTANCE:
FOB – Origin
Inspection – Origin
Acceptance – Origin

Special Notes Continued:

1. The Performance Period/Completion Date for all items is 90 **days after receipt of order.** Please confirm by your signature below that the 90 **days ARO** can be met or provide your best performance period/completion date.

_____

Signature (Provide best completion date if other than 90 days ARO).

METHOD OF SHIPMENT: (Note: Check schedule for SHIP TO address. Military Post Offices (APO, FPO) will not accept UPS/FEC or freight shipment. FMS/OCONUS shipments must be made via traceable means; therefore, parcel post shipments are unacceptable.) [ ] PARCEL POST [ ] UPS [ ] FEC [ ] FREIGHT

For f.o.b. ORIGIN offers, you must indicate:

LENGTH _____ WIDTH _____

HEIGHT _____ NUMBER OF PIECES _____

TOTAL WEIGHT _____ TOTAL CUBE _____"

OFFEROR SHALL INDICATE BELOW THE LOCATION WHERE SUPPLIES WILL BE INSPECTED:
SUPPLIES:
PLANT: _____ CAGE CODE: _____
STREET: _____
CITY/ST/ZIP: _____
APPLICABLE TO CLIN(S): _____

OFFEROR SHALL INDICATE BELOW THE LOCATION WHERE PACKAGING WILL BE INSPECTED:
PACKAGING:
( ) SAME AS FOR SUPPLIES OR,

SECTION B - SUPPLIES OR SERVICES AND PRICES

PLANT: _____ CAGE CODE: _____

STREET: _____

CITY/ST/ZIP: _____

APPLICABLE TO CLIN(S): _____

2. Documents that shall be submitted.

(a) Return Standard Form 1449, blocks 12, 17a, 30a, 30b, 30c, and Section B shall be completed. Your signature on the solicitation confirms agreement with all terms and conditions in the solicitation.

(b) All pricing shall be entered on page 2 (Section B) of the solicitation. Pricing shall include all requirements and shall reflect any discounts offered. Price evaluation and contract award shall be based on the pricing at the schedule.

(c) All offerors are required to submit a total of 3 boundcopies – an original proposal plus 2 copies of the offer. The **original shall have all pricing entered.** The other **two copies shall not have pricing entered.** All prices shall reflect all discounts or quantity price breaks already deducted.

3. A complete technical data package (Purchase Description DLA-A-VIBB 14-14-1402, dated March 14, 2014.) outlining the Government's minimum requirements is included in the RFQ.

The identical numerical sequence stated in the attached technical scope of work must be used in the vendor's compliance statement. Each response shall include one of the following statements;

a.) EXCEEDS: Where the vendor surpasses the requirement, a narrative description shall be provided.

b.) COMPLY: Where the vendor meets the requirement the compliance statement should reflect comply. No narrative is required to be provided unless requested.

c.) EXCEPTION TO: Where the vendor takes exception to the requirement, a narrative description shall be provided.

Vendors who do not provide sufficient technical data for evaluation (by the methods noted above); may be rejected without further consideration. The supplying of standard commercial literature shall not be construed as compliance unless it is complete in all details as to permit a technical evaluation. Descriptive literature shall be written in English and all dimensions, capacities, and ratings given in the US system of measurements. Information submitted other than as herein described will not be translated or converted by the Government to determine product conformance or acceptability. (See **DLAD** clause 52.214-9005, Descriptive Literature-IPE (Nov 2011, shown below in full text)

4. 52.214-9005 DESCRIPTIVE LITERATURE – IPE (Nov 2011) - DLAD

(a) "Descriptive literature" means information (e.g., cuts, illustrations, drawings and original manufacturers' brochures) that is submitted as part of an offer. Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or

SECTION B - SUPPLIES OR SERVICES AND PRICES

operation. The term includes only information required to determine the technical acceptability of the offered product. It does not include other information such as that used in determining the responsibility of a prospective Contractor or for operating or maintaining equipment.

(b) Descriptive literature must be (1) identified to show the item(s) of the offer to which it applies and (2) received by the time specified in this solicitation for receipt of offers.

(c) Data displaying more than one model or size shall be clearly marked so as to indicate the specific item being offered.

(d) The offeror shall submit descriptive literature in duplicate, which provides evidence of compliance to the requirements of this solicitation. Unless indicated otherwise under special notes in Schedule B, each paragraph in Section C must be addressed in the descriptive literature submitted with an annotation indicating any exceptions taken or alternates proposed. Any section C requirements not addressed in the descriptive literature shall be submitted in a narrative form. Paragraphs annotated "exception" or "alternate" shall indicate why the exception or alternate is being taken and what is offered in its place.

(e) Offers which do not present sufficient information to permit complete technical evaluation by the Government may be rejected.

5. 52.246-9061 WARRANTY OF INDUSTRIAL PLANT EQUIPMENT (IPE) – FSG 34 (SEP 2008) - DLAD

(a) Definitions: "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract. "Supplies," as used in this clause, means the end items furnished by the Contractor and related services required under this contract. The word does not include "Data."

(b) Contractor's obligations.

(1) The Contractor warrants that for one (1) year all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract. Warranty period begins from the date of acceptance.

(2) Any supplies or parts thereof corrected or furnished in replacement by the Contractor shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(3) When the machine is inoperable because of a defect, deficiency and/or nonconformance subject to the Contractor's warranty, and after the Contractor has received written notice of the defect, deficiency or nonconformance, the warranty shall be extended for the time period during which the machine was inoperable (i.e., length of time from when Contractor receives notification until machine is operable.)

(4) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or

replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

(5) The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this contract) at no increase in the contract price.

(6) When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return. When defective items are returned to the Contractor from other than the place of delivery specified in the contract, or when the Government exercises alternate remedies, the Contractor's liability for transportation charges incurred shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in the contract and the Contractor's plant and subsequent return.

(7) The warranties expressed herein are in lieu of any implied warranties of merchantability and "fitness for a particular purpose."

(c) Remedies Available to the Government.

(1) In the event of a breach of the Contractor's warranty in paragraph (b)(1) and (b)(2) of this clause, the Government may, at no increase in contract price-

(i) Require the Contractor, at the place of delivery specified in the contract (irrespective of the f.o.b. point or point of acceptance) or at the Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies, or

(ii) Require the Contractor to furnish at the Contractor's plant the materials or parts and installation instructions required to successfully accomplish the correction.

(iii) Where it is impracticable for the Government to pursue remedies at (i) and (ii), the Government may arrange for the repair or replacement of defective or nonconforming supplies by the Government or by another source at the Contractor's expense. Where the Government is to accomplish the repair, the Contractor at the Government's option will furnish the material or parts and the instruction required to successfully accomplish the repair.

(2) If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph (b)(4) of this clause, the Government shall be entitled to an equitable reduction in the contract price.

(3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within a reasonable period, but not later than 45 days after discovery of the defect. The Contractor shall submit to the Contracting Officer a written recommendation within 2 working days as to the corrective action required to remedy the breach. After the notice of breach, but not later than 5 days after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacements in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction within 5 days of receipt. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) and (b)(2) of this clause, the contract price will

SECTION B - SUPPLIES OR SERVICES AND PRICES

be equitably adjusted.

(4) If supplies are corrected or replaced, the period for notification of a breach of the Contractor's warranty in paragraph (c) of this clause shall be 45 days from the discovery of the defect.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the contract.

(6) The Contractor shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the supplies to be inspected and/or returned for correction or replacement.

Warranty terms shall be in accordance with the Warranty Clause 52.246-9061, WARRANTY OF INDUSTRIAL PLANT EQUIPMENT (IPE) – FSG 34 cited above. Please confirm by your signature below that the Warranty terms and conditions are acceptable.

_____

Signature Date

6. Contractor shall complete all clauses.

7. Quality Assurance Provision (QAP) Number 215B shall apply.

8. After contract award, all questions or issues shall be addressed with the contract specialist listed in Block 7 (a). The contracting officer is the **"only"** individual authorized to make any changes.

9. No oral statement of any person shall amend or otherwise affect the terms and conditions stated in the solicitation. All amendments to the solicitation shall be made in writing by the Contracting Officer and/or authorized representative.

10. Packaging/Marking is to be in accordance with the latest revision of ASTM-D-3951-10

11. Fifteen (15) days prior to packaging, contractor must contact DCMA Transportation Officer for assistance with shipping.

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PURCHASE DESCRIPTION FOR A VERTICAL MACHINING CENTER

1.0 SCOPE.

1.1 Scope. The following sets forth the minimum requirements for the procurement of a Vertical Machining Center. The Vertical Machining Center shall be complete with the equipment and accessories described herein.

2.0 APPLICABLE DOCUMENTS.

2.1 General. The documents listed in this section are cited in sections 3 and 4 of this specification. This section does not include documents cited in other sections of this specification or recommended for additional information or as examples. While every effort has been made to ensure the completeness of this list, document users are cautioned that they shall meet all specified requirements of documents cited in sections 3 and 4 of this specification, whether or not they are listed.

2.2 Government Documents.

2.2.1 Specifications, Standards, and Handbooks. The following specifications, standards and handbooks form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those cited in the solicitation or contract.

U.S Department of Labor, Occupational Safety and Health Administration (OSHA)

29 CFR 1910: General Industry, OSHA Safety and Health Standards (2014 Ed.)

(Application for copies should be addressed to the OSHA Publications Superintendent of Documents P.O. Box 37535 Washington, D.C. 20013-7535)

2.4 Order of Precedence. In the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulation unless a specific exemption has been obtained.

3.0 Requirements. The Vertical Milling Machine shall include, but not limited to the following:

3.1 Electrical Requirements. The machine shall conform to NFPA 79. The machine shall be designed to operate on 240 volt, 3-phase, 60 Hertz (Hz) input power. The machine's electrical system shall be tolerant of fluctuation of ± 10 percent. The electrical system shall be complete. This shall include any electrical transformer(s) that may be required to modify the existing source voltage to the proper operating voltage of the equipment. A properly rated and fused single disconnect device shall be utilized on the machine with means of lockout.

3.1.1 Motors. Motors shall be rated for continuous duty. Alternating-current (AC) motors shall be designed to operate on 60-Hz and each motor enclosure shall meet the requirements for a drip-proof enclosure. Each motor shall have an identification plate to identify manufacturer, model identification, serial number, voltage, amperage, horsepower, phase, and frequency. Motor horsepower shall be the

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manufacturer's standard or standard optional horsepower as indicated on the manufacturer's design and construction drawing(s).

3.2 Safety and Health Requirements. All machine parts, components, mechanisms, and assemblies furnished on the machine, whether or not specifically required herein, shall comply with all of the requirements of OSHA 29 CFR 1910.

3.3 Characteristics. The size and capacity of the machine shall be not less than specified in Table I.

Table I

Characteristic	Size/Capacity/Range
X-Axis	40"
Y-Axis	16"
Z-Axis	16"
Spindle Nose to Table (~ max)	20"
Spindle Nose to Table (~ min)	4"
Table	**Size/Capacity/Range**
Lengt	57.75"
Width	10.5"
Number of Std T-Slots	3
T-Slot Width	5/8"
T-Slot Center Distance	4.00"
Spindle	**Size/Capacity/Range**
Taper Size	40
Max Speed	4000rpm
Electric Motor Horsepower Rating	7.5hp

3.4 CNC Controller. The machine shall have the following CNC Controller capabilities:

A. Conversational programming
B. 1 MB program memory
C. Memory lock keyswitch
D. 15" color LCD monitor and USB port.

3.5 Marking on Instruments, Control Panels, and Plates. All words on plates shall be in the English language. Characters shall be engraved, etched, embossed, or stamped in boldface on a contrasting background. All plates shall be corrosion resistant.

3.5.1 Lubrication Plate. A lubrication plate shall be permanently and securely attached to each machine. The plate shall contain the following information:

Points of lubricant application
Servicing interval
Type of lubricant
Viscosity
Size and type of each lubricant filter

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3.5.2 Name Plate. A nameplate shall be permanently and securely attached to each machine. The nameplate shall contain the information listed below. If the machine is a special model, the model designation shall include the model number of the basic standard machine and a suffix identified in the manufacturer's permanent records.

Nomenclature
Manufacturer's name
Manufacturer's model designation
Manufacturer's serial number
Power input (volts, total amps, phase, and frequency)
Contract Number
Date of manufacture

3.5 Technical Data. Two (2) hard copies of technical data shall be provided with the machine. Technical data shall contain technical information, specifications, instructions for the operation, maintenance of the machine and recommended spare parts list. All copies of technical data shall be legible and written in the English language.

4.0 QUALITY:

4.1 Final Inspection/Acceptance: The machine and all attachments shall be inspected and accepted at origin witnessed by the Government. Inspection and acceptance shall consist of a type; kind; quantity and condition..

DLA Aviation QUALITY ASSURANCE PROVISION 215b January 2015

1. MANDATORY CONTRACTOR INSPECTION SYSTEM:

The inspection system identified in FAR clause 52.246-2, Inspection of Supplies - Fixed Price, applies. The inspection system shall, as a minimum, encompass all tests and examinations specified in par.4 below. Records of all these examinations and tests shall be maintained by the contractor for a period of at least two years after final contract delivery.

2. CALIBRATION REQUIREMENTS:

Contractor's inspection and test equipment utilized in determining conformity of supplies with contract requirements shall have a current valid calibration traceable to the National Institute of Standards and Technology (NIST). This calibration is to have been performed within the established calibration intervals, not to exceed 12 months, unless the contractor maintains sufficient documented records proving continuing accuracy and control throughout the established interval.

NOTE: Contractor shall establish a calibration system in accordance with the edition of ANSI/NCSL Z540.3, dated 2006-08-03. NOTE: ISO 10012 dated 2003-04-15 shall be implemented for foreign Supplies.

3. Coordination: The contractor shall coordinate with the Administrative Contracting Officer (ACO) and the Quality Assurance Representative (QAR) at the cognizant Defense Contract Management Area Operations (DCMAO) on all matters concerning the quality requirements of this contract or the monitoring thereof, including the performance of Contract Quality Assurance (CQA). Inspection and acceptance shall be coordinated through the DCMAO.

a. Contractor Notification Requirements: The contractor shall notify the DCMAO Office when the item(s) are ready to present to the Government for inspection and/or acceptance as follow:

Origin: fifteen (15) business days advance notification is requested for inspection. NOTE: All federal holidays and weekends are excluded as business days.

b. Examination of Preparation for Delivery: An examination of preservation, packaging, packing and marking shall be performed to determine compliance with contract requirements. Any non-compliance

with contractual requirements shall be cause for rejection of the entire shipment quantity.

c. Any defective item discovered by the Government after shipment may be cause for rejection of the entire contract quantity.

4. INSPECTION AND TEST:

a. The contractor shall perform or have performed all inspections (examinations and tests) required to substantiate that the supplies provided under the contract conform to the technical requirements for the manufacturer's item(s) specified in the contract.

b. VISUAL/DIMENSIONAL/OPERABILITY CHECKS: Any departure from a specified requirement shall be classified as a defect which shall be cause for rejection of the entire shipment quantity.

c. END ITEM TESTS: Failure of a sample unit to pass any test shall be cause for rejection of the entire shipment quantity.

d. Any defective item discovered by the Government after shipment may be cause for rejection of the total contract quantity.

Inspection/Acceptance: Origin

CLAUSES

(Prepared January 2015)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
52.204-7 SYSTEM AWARD MANAGEMENT

52.204-9 PERSONAL ID VERIFICATION ON CONTRACTOR PERSONNEL

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards
252.204-7004 Alternate A, System for Award Management

52.204-9000 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations

252.209-7998 Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law.

See Class Deviation 2012-O0007, Prohibition Against Contracting with Corporations that Have a Felony Conviction, dated March 9, 2012. Contracting officers shall include the provision at 252.209-7998 in all solicitations that will use funds made available by Division H of the Consolidated Appropriations Act, 2012, including solicitations for acquisition of commercial items under FAR part 12, and shall apply the restrictions included in the deviation. This deviation is effective beginning March 9, 2012, and remains in effect until incorporated in the FAR or DFARS or otherwise rescinded.

252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law.

See Class Deviation 2012-O0004, Prohibition Against Contracting With Corporations That Have an Unpaid Delinquent Tax Liability or a Felony Conviction under Federal Law, dated January 23, 2012. Contracting officers shall include this provision in all solicitations that will use funds made available by Division A of the Consolidated Appropriations Act, 2012, including solicitations for acquisition of commercial items under FAR part 12, and shall apply the restrictions included in the deviation. This deviation is effective beginning January 23, 2012, and remains in effect until incorporated in the FAR or DFARS or otherwise rescinded.

52.210-1 MARKET RESEARCH

52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION ASSIST

52.211-14 -- Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X] DO rated order certified for national defense, emergency preparedness, and energy program 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.

(End of Provision)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS

52.211-16 Variation in Quantity

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

_____0%_____ Percent increase
_____0%_____ Percent decrease

This increase or decrease shall apply to __All CLINS.*

(End of Clause)

52.211-17 -- Delivery of Excess Quantities Delivery of Excess Quantities (Sep 1989)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to $250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of $250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

(End of Clause)

52.211-7001 AVAILABILITY OF SPECIFICATIONS AND ATANDARDS AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STEAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS

52.211-9009 Non-Acceptability of Government Surplus Material.

52.211-9010 SHIPPING LABEL REQUIREMENTS - MILITARY STANDARD (MIL-STD) 129P (APR 2014) AND ALT 1 (AUG 2005) DLAD

52.211-9011 Delivery Terms And Evaluation

52.211-9014 CONTRACTOR RETENTION OF TRACEABILITY DOCUMENTATION

52.211-9020 TIME OF DELIVERY – ACCELERATED DELIVERY

52.211-9033 PACKAGING AND MARKING REQUIREMENTS

52.211-9047 Manufacturer's Make or Model Number

52.211-9048 Data Name Plates.

(a) MIL-STD-130L, 20 Dec 04, is applicable with the exception of paragraphs 4.1, 4.5, 4.6, 4.11 and 4.13. Data name plates shall be made of minimum 20 gauge corrosion-resisting metal and attached to each item by rivets, screws, or welding in such a manner as to meet the applicable National Sanitation Foundation sanitary requirements for this equipment. The plate shall contain the following information stamped, engraved or applied by photosensitive means.

National Stock Number
Procurement Instrument Identification Number
Specification Data
Manufacturer's Name, Address, Phone Number
Supplier's Name, Address, Phone Number
Manufacturer's Model Number
DIC Approved Manual Number

(b) Each plate shall be placed so that it is readily visible to the operator during normal operating use. Each plate shall be placed in a manner as to not adversely affect the life and utility of the item.

(End of Provision)

52-211-9051 TIME OF DELIVERY

(A) OFFERS IN RESPONSE TO THIS SOLICITATION WILL BE EVALUATED AS SPECIFIED IN THE SOLICITATION. DELIVERY SHALL BE OFFERED IN TERMS OF A NUMBER OF DAYS AFTER DATE OF AWARD. THE NUMBER OF DELIVERY DAYS REQUIRED IN THIS SOLICITATION IS CALCULATED BASED ON THE GOVERNMENT'S PLANNED NEED AND CUSTOMER REQUIREMENTS. UNLESS DELIVERY IS IDENTIFIED ELSEWHERE IN THE SOLICITATION AS AN EVALUATION FACTOR, OFFERORS ARE ENCOURAGED TO CONFORM THEIR DELIVERY TERMS AS CLOSELY AS POSSIBLE TO THE DELIVERY DAYS REQUIRED, AND THERE WILL BE NO EVALUATION PREFERENCE, OR PENALTY FOR FASTER DELIVERY. OFFERING A GREATER NUMBER OF DELIVERY DAYS THAN THE REQUIRED DELIVERY SCHEDULE MAY RESULT IN THE OFFER NOT BEING CONSIDERED, HOWEVER THE GOVERNMENT RESERVES THE RIGHT TO CONSIDER OFFERED DELIVERY

TIMES THAT EXCEED THE NUMBER OF DELIVERY DAYS REQUIRED BY THE GOVERNMENT. DELIVERY IS REQUIRED BY THE GOVERNMENT IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:
REQUIRED DELIVERY SCHEDULE
ITEM NUMBER QUANTITY WITHIN NUMBER OF DAYS AFTER DATE OF AWARD
90 DAYS
(B) THE GOVERNMENT MAY ELECT TO CONSIDER FOR AWARD ONLY THOSE OFFERS THAT COMPLY WITH THE REQUIRED DELIVERY SCHEDULE BUT RESERVES THE RIGHT TO CONSIDER OFFERED DELIVERY TIMES THAT EXCEED THE NUMBER OF DELIVERY DAYS REQUIRED BY THE GOVERNMENT. THE OFFEROR MAY PROPOSE AN ALTERNATIVE DELIVERY SCHEDULE BELOW. IF THE OFFEROR PROPOSES NO OTHER DELIVERY SCHEDULE, THE REQUIRED DELIVERY SCHEDULE ABOVE WILL APPLY.
OFFEROR'S PROPOSED DELIVERY SCHEDULE
ITEM NUMBER QUANTITY WITHIN NUMBER OF DAYS AFTER DATE OF AWARD

(C) THE GOVERNMENT WILL MAIL, OR OTHERWISE FURNISH TO, THE OFFEROR AN AWARD OR NOTICE OF AWARD NOT LATER THAN THE DAY THE AWARD IS DATED. THEREFORE, THE OFFEROR SHALL COMPUTE THE TIME AVAILABLE FOR PERFORMANCE BEGINNING WITH THE ACTUAL DATE OF AWARD, RATHER THAN THE DATE THE WRITTEN NOTICE OF AWARD IS RECEIVED FROM THE CONTRACTING OFFICER THROUGH THE ORDINARY MAILS. HOWEVER, THE GOVERNMENT WILL EVALUATE AN OFFER THAT PROPOSES DELIVERY BASED ON THE CONTRACTOR'S DATE OF RECEIPT OF THE AWARD OR NOTICE OF AWARD BY ADDING: FIVE CALENDAR DAYS FOR DELIVERY OF THE AWARD THROUGH THE ORDINARY MAILS, OR ONE WORKING DAY IF THE SOLICITATION STATES THAT THE AWARD OR NOTICE OF AWARD WILL BE TRANSMITTED ELECTRONICALLY. (THE TERM "WORKING DAY" EXCLUDES WEEKENDS AND UNITED STATES (U.S.) FEDERAL HOLIDAYS.)

(End of Clause)

52.211-9053 Expedited Handling

52.212-1 Instructions to Offerors—Commercial Items.

52.212-2 Evaluation—Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

See Addendum to 52.212-2 Evaluation – Commercial Items
INSTRUCTIONS TO OFFERORS

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Dec 2014)

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in 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 paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. 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. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

52.212-3 Alternate I (Oct 2014).

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia,

the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (MAY 2014)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Oct2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

_____Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)"(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

_____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).

_X__ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

_____ (5) [Reserved].

_____ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

_____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

_X__ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

_____ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

_X_ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

_____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (ii) Alternate I (Nov 2011) of 52.219-3. -

____ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

__X__ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

____(ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

_____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7. N/A

_____ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

_____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Oct 2014) of 52.219-9.

__X___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

_____ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

_____ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

_____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

__X___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

_____ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

_____ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

__X___ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__X___ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

__X___ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

___X_ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
____ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
___X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
_ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
____ (33) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
___ (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
____ (35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O. 13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223-13.
_____(36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).
__ (ii) Alternate I (Jun 2014) of 52.223-14.
_X__ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
__X__ (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O. 13423 and 13514).
____ (ii) Alternate I (Jun 2014) of 52.223-16.
__X__ (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
____ (40) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
___ (41)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
__ (ii) Alternate I (May 2014) of 52.225-3.
_ (iii) Alternate II (May 2014) of 52.225-3.
__ (iv) Alternate III (May 2014) of 52.225-3.
_____ (42) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
____ (43) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
____ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
____ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
___ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
___ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
_X_ (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (51) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
_X_ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
_X_ (53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
_X_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

__ (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). __ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67). _X_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).
__ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O.13495). __ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). __ (9) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.212-9000 CHANGES – MILITARY READINESS (NOV 2011)

52.212-9002 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (NOV 2014)

The Contractor shall comply with any clause that is checked on the following list which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

1. _____FAR 52.203-3, Gratuities (APR 1984)
2. _____DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
3. _____DFARS 252.203-7003, Agency Office of the Inspector General (DEC 2012)
4. __X__ DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials (NOV 2011)
5. __X___ DFARS 252.204-7011, Alternative Line Item Structure (SEP 2011)
6. __X___ DFARS 252.204-7012, Safeguarding of Unclassified Controlled Technical Information (NOV 2013)
7. _____ DFARS 252.204-7013, Limitations on the Use or Disclosure of Information by Litigation Support Solicitation Offerors (FEB 2014)
8. _____ DFARS 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors (FEB 2014)
9. _____ DFARS 252.204-7015, Disclosure of Information to Litigation Support Contractors (FEB 2014)
10. _____ DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)
11. _____ DFARS 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country (JAN 2009)
12. __X___ DFARS 252.211-7003, Item Unique Identification and Valuation (DEC 2013)
13. _____ DFARS 252.211-7006, Passive Radio Frequency Identification (SEP 2011)
14. _____ DFARS 252.211-7007, Reporting of Government-Furnished Property (AUG 2012)
15. _____ DFARS 252.215-7003, Requirements for Submission of Data Other Than Certified Cost or Pricing Data—Canadian Commercial Corporation (JUL 2012)
16. _____ DFARS 252.215-7004, Requirement for Submission of Data other Than Certified Cost or Pricing Data—Modifications—Canadian Commercial Corporation (OCT 2013)
17. _____ DFARS 252.215-7007, Notice of Intent to Resolicit (JUN 2012)
18. _____ DFARS 252.215-7008, Only One Offer (OCT 2013)

19. _____ DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2014)
20. _____ DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program) (OCT 2014)
21. __X___ DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JUN 2013)
22. __X___ DFARS 252.225-7000, Buy American—Balance of Payments Program Certificate (JAN 2014)
a. _____Alternate I (DEC 2010) of 52.225-7000
23. __X___ DFARS 252.225-7001, Buy American and Balance of Payments Program (DEC 2012)
a. _____Alternate I (JAN 2014) of 252.225-7001
24. _____ DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)
25. _____ DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014)
26. _____ DFARS 252.225-7010, Commercial Derivative Military Article—Specialty Metals Compliance Certificate (JUL 2009)
27. _____ DFARS 252.225-7012, Preference for Certain Domestic Commodities (FEB 2013)
28. _____ DFARS 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005
29. _____ DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)
30. _____ DFARS 252.225-7017, Photovoltaic Devices (JAN 2014)
31. _____ DFARS 252.225-7018, Photovoltaic Devices—Certificate (JAN 2014)
32. _____ DFARS 252.225-7020, Trade Agreements Certificate (JAN 2005)
a. _____Alternate I (DEC 2010) of 252.225-7020
33. _____ DFARS 252.225-7021, Trade Agreements (OCT 2013) a. _____Alternate II (OCT 2011) of 252.225-7021
34. _____ DFARS 252.225-7023, Preference for Products or Services from Afghanistan (SEP 2013)
35. _____ DFARS 252.225-7024, Requirement for Products or Services from Afghanistan (SEP 2013)
36. _____ DFARS 252.225-7026, Acquisition Restricted to Products or Services from Afghanistan (SEP 2013)
37. __X___ DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
38. __X_ DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)
39. _____ DFARS 252.225-7029, Acquisition of Uniform Components for Afghan Military or Afghan National Police (SEP 2013)
40. _____ DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)
41. _____ DFARS 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate (NOV 2012)
a. _____Alternate I (OCT 2013) of 252.225-7035
b. _____Alternate II (NOV 2012) of 252.225-7035
c. _____Alternate III (JUN 2012) of 252.225-7035
d. _____Alternate IV(NOV 2012) of 252.225-7035
e. _____Alternate V (NOV 2012) of 252.225-7035
42. _____ DFARS 252.225-7036, Buy American --Free Trade Agreements--Balance of Payment Program (DEC 2012)
a. _____Alternate I (JUN 2012) of 252.225-7036
b. _____Alternate II (NOV 2012) of 252.225-7036
c. _____Alternate III (JUN 2012) of 252.225-7036
d. _____Alternate IV (NOV 2012) of 252.225-7036
e. _____Alternate V (NOV 2012) of 252.225-7036
43. _____ DFARS 252.225-7037, Evaluation of Offers for Air Circuit Breakers (JUN 2005)
44. _____ DFARS 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005)
45. _____ DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (MAY 2014)
46. _____ DFARS 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (MAR 2006)
47. _____ DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)
48. _____ DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (FEB 2014)
49. __X___ DFARS 252.227-7015, Technical Data -- Commercial Items (FEB 2014b)

50. __X___ DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013),
51. __X___ DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)
52. _____ DFARS 252.232-7009, Mandatory Payment by Governmentwide Commercial Purchase Card (DEC 2006)
53. _X____ DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)
54. _____ DFARS 252.232-7011, Payments in Support of Emergencies and Contingency Operations (MAY 2013)
55. _____ DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
56. _____ DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
57. _X____ DFARS 252.239-7017, Notice of Supply Chain Risk (NOV 2013)
58. _X____ DFARS 252.239-7018, Supply Chain Risk (NOV 2013)
59. _____ DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)
60. _____ DFARS 252.244-7000, Subcontracts for Commercial Items (JUN 2013)
61. __X___ DFARS 252.246-7003, Notification of Potential Safety Issues (JUN 2013)
62. __X___ DFARS 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)
63. _____ DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
64. _____ DFARS 252.247-7022, Representation of Extent of Transportation by Sea (AUG 1992)
65. __X___ DFARS 252.247-7023, Transportation of Supplies by Sea (APR 2014).
    a. _____Alternate I (APR 2014) of 252.247-7023.
    b. _____Alternate II (APR 2014) of 252.247-7023
66. _____ DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)
67. _____ DFARS 252.247-7025, Reflagging or Repair Work (JUN 2005)
68. _____ DFARS 252.247-7026, Evaluation Preference for Use of Domestic Shipyards – Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade (NOV 2008)
69. _____ DFARS 252.247-7027, Riding Gang Member Requirements (OCT 2011)
70. __X__ DFARS 252.247-7028, Application for U.S Government Shipping Documentation/Instructions (JUN 2012)

In addition to the clauses listed in paragraph (e) of FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

1. DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (FEB 2014)
2. DFARS 252.227-7015, Technical Data – Commercial Items (FEB 2014)
3. DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013)
4. DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
5. DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
6. DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
7. DFARS 252.247-7023, Transportation of Supplies by Sea (APR 2014)
8. DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)

(End of Clause)

52.214-35 -- Submission of Offers in U.S. Currency (Apr 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of Provision)

52.214-9005 DESCRIPTIVE LITERATURE – IPE

52.215-1 Instructions to Offerors—Competitive Acquisition

52.215-6 PLACE OF PERFORMANCE

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ [Vendor Fill-in] intends, ☐ [Vendor Fill-in] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the information.
(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance, street address, city, state, county, zip code (Vendor Fill-in)

Name and address of owner and operator of the plant or facility if other than offeror or respondent (Vendor Fill-in): .

(End of Provision)

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.

52.215-19 Notification of Ownership Changes

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications.

52.215-9013 PRODUCTION FACILITY CHANGES (NOV 2011)

(a) The performance of any of the work contracted for in any place other than that named in the contract is prohibited unless specifically approved by the Contracting Officer. Written requests for a change in production facilities must be submitted in writing to the Contracting Officer. Changes in production facilities may be approved, provided

(1) performance by small business or in labor surplus areas as required by the contract will not be changed;

(2) the change will not cause a delay in delivery or necessitate a change in the purchase description;

(3) the free on board (f.o.b.) point is not changed; and

(4) each request is supported by a price reduction of $250.00 to cover the Government's administrative costs to process the change.

(b) The Government reserves the right to deny approval even if these four elements are met.

(End of Clause)

52.215-9016 Notice to Contractors and Defense Finance Accounting Services (DFAS).

Per Federal Acquisition Regulations (FAR) 15.204-1, Part IV of the solicitation/offer has been removed and retained in the contract file. Section K is hereby incorporated by reference. Therefore, the page numbers indicated on the front of the award and on the last page of the continuation sheet will not reflect the actual number of pages in the award document.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a
☒ FIRM FIXED PRICE
☐ FIXED PRICE/ECONOMIC PRICE ADJUSTMENT
☐ FIXED PRICE/PRICE REDETERMINATION

52.217-9011 Provisioning.
Refer to the FAR clause for full guidance. Only the fill-in portion is provided below:

(a) The Government hereby

[ ] (Buyer Fill-in) will require

[X] The Government reserves the right to require provisioning for the end item specified herein in accordance with the requirements of Military Standard 1552, Provisioning Technical Documentation, Uniform Department of Defense (DoD) Requirements For, and Military Standard 1561, Provisioning Procedures, Uniform DoD, (version that is in effect at time of award as noted in block 41C of page one of the contract). Such provisioning will include: Furnishing of technical documentation necessary to identify and determine the range and quantity of support items that may be required as spares, repair parts, special tools, and test equipment (Support Items) as set forth in paragraph (b) below; furnishing of supplementary provisioning technical documentation, as required; participation in any provisioning conference(s) deemed necessary; and the furnishing of support items in the range and quantity required for adequate end item (equipment) support.

(End of Clause)

52.219-6 Notice of Total Small Business Set-Aside

52.222-5 – Construction Wage Rate Requirements—Secondary Site of the Work

52.222-19 -- Child Labor—Child Labor—Cooperation With Authorities and Remedies (Jan 2014)
52.222-50 -- Combating Trafficking in Persons

52.223-3 -- Hazardous Material Identification and Material Safety Data

52.223-5 -- Pollution Prevention and Right-to-Know Information

52.223-15 – Energy Efficiency in Energy-Consuming Products

52.223-16 – Acquisition of EPEAT-Registered Personal Computer Products

252.223-7001 Hazard Warning Label

252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials

52.223-9000 Material Safety Data Sheets and Hazard Warning Labels

52.225-18 – Place of Manufacture

52.225-25 -- Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications

252.225-7000 BUY AMERICAN—BALANCE OF PAYMENTS PROGRAM CERTIFICATE—BASIC (NOV 2014)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American and Balance of Payments Program—Basic clause of this solicitation.

(b) *Evaluation.* The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American and Balance of Payments Program—Basic clause of this solicitation, the offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

Line Item Number	Country of Origin (If known)

(End of provision)

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM—BASIC (NOV 2014)

252.225-7002 Qualifying Country Sources as Subcontractors

252.225-7013 Duty-Free Entry

252.225-7041 Correspondence in English.

252.225-7048 Export-Controlled Items

52.228-5 -- Insurance -- Work on a Government Installation

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective --

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

52.228-9000 Insurance (FEB 2005) - DLAD.

The Contractor shall, at its own expense, provide and maintain during the entire period of any resulting contract, including any extensions granted by contract modification, at least the kinds and minimum amounts of insurance noted here:

Workers' Compensation and Employer's Liability - $150,000 (except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.)

General Liability- $500,000 per occurrence

Automobile Liability – Property damage $20,000 per occurrence, Bodily injury $200,000 per person and $500,000 per occurrence.

When requested by the Contracting Officer, the Contractor shall provide a copy of all subcontractors' proofs of required insurance no later than five (5) days before each subcontractor commences work on the Government installation.

(End of clause)

52.232-9010 ACCELERATED PAYMENTS TO SMALL BUSINESS (APR 2014)

52.232-11 – Extras
Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.
(End of Clause)

52.232-17 – Interest (May 2014)

52.232-39 – Unenforceability of Unauthorized Obligations

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports

252.232-7010 Levies on Contract Payments

52.232-9006 Transporter proof of delivery (TPD).

52.232.9010 ACCELERATED PAYMENTS TO SMALL BUSINESS

252.233-7001 Choice of Law (Overseas)

52.233-9000 Agency Protests (SEP 1999) DLAD

52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011)

.(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the Contractor (see Federal Acquisition Regulation (FAR) clause 52.233-1), or, for the Agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and with legal. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.

(c) The offeror should check here to opt out of this clause:

[ ] Alternate wording may be negotiated with the Contracting Officer.

(End of Provision)

52.236-9000 SAFETY, FIRE PREVENTION, AND SECURITY REQUIREMENTS (NOV 2011)

(a) The Contractor shall comply with (Buyer fill in) regulations regarding safety, fire prevention and security. All security requirements of the installation site identified elsewhere in this solicitation shall be observed by the Contractor's personnel at all times.

(b) Security requirements for Contractor compliance include, but are not limited to: fire, safety, security, housekeeping, and traffic regulations in effect during the period of contract performance.

(c) The on-site contracting officer's representative (COR) is available to inform the Contractor of regulations applicable prior to Contractor's commencement of work at the site, but the Contractor is responsible for compliance with all applicable regulations whether or not information is received from the COR.

(End of Provision)

52.237-2 -- Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of Clause)

52.242-14 -- Suspension of Work

52.242-15 -- Stop-Work Order

52.242-17 -- Government Delay of Work

52.242-9001 Notification of Shipment

Seventy-two (72) hours before shipment of Industrial plant equipment (IPE), the Contractor shall provide the following shipping information to the Contracting Officer:
Contract/delivery order number(s),
Identification numbers,
Bill of lading number(s),
Carrier,
Mode of shipment,
Weight,
Cube, and
Date the items will be shipped.

(End of clause)

52.243-1 -- Changes -- Fixed-Price (Aug 1987)

252.243-7001 Pricing of Contract Modifications

52.246-2 -- Inspection of Supplies -- Fixed-Price

252.246-7000 Material Inspection and Receiving Report

252.246-7001 Warranty of Data

52.246-9008 Inspection and Acceptance at Origin

52.246-9019 Material and Inspection Report

52.246-9020 Distribution of Material Inspection and Receiving Report

52.246-9039 Removal of Government Identification from Non-Accepted Supplies

52.246-9041 GOVERNMENT-CAUSED LOSS OR DAMAGE (AUG 2008) – DLAD

52.246-9051 Repackaging of Hazardous Material

52.246-9061 Warranty of Industrial Plant Equipment (IPE) - FSG 34

52.246-9066 Documentation of traceability

52.247-1 -- Commercial Bill of Lading Notations

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

> Transportation is for the _____ *[name the specific agency]* and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

> Transportation is for the _____ *[name the specific agency]* and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. _____. This may be confirmed by contacting _____ *[Name and address of the contract administration office listed in the contract].*

(End of Clause)

52.247-29 -- F.o.b. – Origin

52.247-46 -- Shipping Point(s) Used in Evaluation of F.o.b. -- Origin Offers

52.247-47 -- Evaluation -- F.o.b. – Origin

52.247-58 -- Loading, Blocking, and Bracing of Freight Car Shipments

252.247-7023 Transportation of Supplies by Sea – basic (APR 2014)

52.247-9011 Vendor Shipment Module (VSM).

(i) DCMA administered (except as authorized on a case-by-case basis)

(ii) Pharmaceuticals

(iii) Medical – Customer pick-up only

(iv) Arms, ammunition & explosives (AA&E)

(v) Controlled substances and syringes

(vi) Tailored Vendor Relationships (TVR)

(vii) Contracts for Service, except shipments of Government Furnished Equipment (GFE)/Government Furnished Material (GFM)

52.247-9012 Requirements for treatment of wood packaging material (WPM)

52.247-9034 Point of Contact for Transportation Instructions

52.247-9041 Delivery Times

(a) Delivery shall be made between the hours of 7:30 a.m. and 2:00 p.m., local time, on days other than Saturday, Sunday, and legal Federal holidays.

(b) For item(s) small enough to mail, only U.S. Parcel Post delivery is acceptable. Delivery by other small parcel carriers will not be accepted by the Ship To addressee.

(End of Clause)

52.249-1 -- Termination for Convenience of the Government (Fixed-Price) (Short Form

If the contract is for dismantling, demolition, or removal of improvements, designate the basic clause as paragraph (a) and add the following paragraph (b):

(b) Upon receipt of the termination notice, if title to property is vested in the Contractor under this contract, it shall revest in the Government regardless of any other clause of the contract, except for property that the Contractor (a) disposed of by bona fide sale or (b) removed from the site.

52.249-8 -- Default (Fixed-Price Supply and Service).

52.249-9000 Administrative costs of re-procurement after default (MAY 1988) DLAD

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of $385.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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):
FAR: http://acquisition.gov/comp/far/loadmainre.html
DFARS: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
CLASS DEVIATIONS: http://www.acq.osd.mil/dpap/dars/class_deviations.html
DLAD: http://www.dla.mil/Acquisition/Pages/DLAD.aspx

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
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):
FAR: http://acquisition.gov/comp/far/loadmainre.html
DFARS: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
CLASS DEVIATIONS: http://www.acq.osd.mil/dpap/dars/class_deviations.html
DLAD: http://www.dla.mil/Acquisition/Pages/DLAD.aspx

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(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.

52.253-1 -- Computer Generated Forms

Addendum to 52.212-2 Evaluation – Commercial Items

INSTRUCTIONS TO OFFERORS

1.0 General: All responsible sources capable of satisfying the Government's needs are encouraged to submit a complete, organized quote. The following instructions are a guide to facilitate the preparation and submittal of the Offeror's quote for this solicitation. Non-conformance with any instructions provided below may result in the quote being determined unacceptable. The quote should contain sufficient information to enable the evaluators to determine that the Offeror understands each requirement.

1.1 Objective: The intent of this Lowest Price Technically Acceptable Offer (LPTA) source selection process is for the Government to make an award to the Offeror who provides the best value to the Government based on the results of the evaluation as described in Section 3. The Government intends to award without discussion or negotiation based on offeror's quote received in response to the Request for Quotation (RFQ).

1.2 Quote Format: Quotes shall be submitted as shown below. Quotes not structured in accordance with these instructions may be considered incomplete, may not be evaluated, and may be returned at the Offeror's expense. Each page containing proprietary information should be so marked. Furthermore, each page should include the following in the footer, "SOURCE SELECTION INFORMATION—SEE FAR 2.101 AND 3.104--FOR OFFICIAL USE ONLY."

Quote Requirement		Format	Number of copies
I	**Completed RFQ with All Pricing**	Hard copy original	1
II	Technical Compliance & Descriptive Literature	Hard copy, unpriced	3
III	Past Performance	Hard copy list of companies to whom the Past Performance Questionnaires were provided	1
IV	Price Support (Other Than Certified Cost & Price Data)	Commercial invoices reflecting sales of same/similar items to other commercial customers	1
V	Subcontracting Plan (required for offer $650k and above from large business)	Refer to FAR 52.219-9	1

All elements listed above are due to DLA Aviation by the closing date and time listed in the solicitation. An exception may be made for the Past Performance Questionnaire because it must be submitted by a third party and is outside the direct control of the Offeror.

2.0 Quote Preparation & Content: The quote is expected to be simple and economical, clear, legible, specific, and complete as described in the instructions. Furthermore, it should contain only pertinent information presented in a logical and coherent manner to provide a straightforward and concise description of the technical data and ability to perform. Offerors shall assume the Government has no prior knowledge of their facilities or experience and will base its evaluation on the information presented in the quote. All packages should be clearly labeled on the front cover of each section to identify the Offeror's name, solicitation number, and title (i.e., Technical Compliance, Copy 1). The use of three-ring binders, spiral-bound booklets or elaborate formats is discouraged.

2.1 Completed RFQ: All Offerors are required to return a **complete, signed copy of the Government's RFQ** by one of the methods listed below (no later than the closing date and time

specified in the quote). NOTE: Offerors shall enter all pricing in the spaces provided starting on page 2 of the solicitation and complete applicable clauses and provisions.

VIA USPS, FEDEX, DHL, ETC.: Defense Supply Center Richmond
ATTN: Melba Brown
BLDG 33 "E" Bay
8000 Jefferson Davis Highway
Richmond, VA 23297-5166

VIA COURIER/IN PERSON: Defense Supply Center Richmond
ATTN: Melba Brown
BLDG 33 "E" Bay
8000 Jefferson Davis Highway
Richmond, VA 23297-5166

VIA FACSIMILE or EMAIL: **NOT AUTHORIZED**

A summary sheet or cover letter identifying any exceptions taken to the RFQ terms and conditions is required. Offerors are cautioned that any noncompliance with the terms and conditions of the RFQ may cause their quote to be determined unacceptable.

2.2 Technical Quote: The quote shall be clear, concise, and include sufficient detail for effective evaluation and not simply rephrase or restate the Government's requirements. The quote should provide convincing rationale and demonstrate the Offeror's detailed approach to meeting the requirements. Technical quotes must include the following:

2.2.1 Descriptive Literature – IPE

The technical requirements of the Purchase Description, Salient Characteristics or Statement of Work shall be addressed as follows:

(a) "Descriptive literature" means information (e.g., cuts, illustrations, drawings and original manufacturers' brochures) that is submitted as part of a quote. Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product quoted that are specified elsewhere in the solicitation and pertain to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes only information required to determine the technical acceptability of the quoted product; it does not include other information such as that used in determining the responsibility of a prospective contractor or for operating or maintaining equipment.

(b) Descriptive literature must be:
(1) identified to show the item(s) of the quote to which it applies
(2) received by the time specified in this solicitation for receipt of quotes.

(c) Data displaying more than one model or size shall be clearly marked so as to indicate the specific item being quoted.

(d) The Offeror shall submit descriptive literature in triplicate, which provides evidence of compliance to the requirements of this solicitation. Unless indicated otherwise in the Request for Quotation, each paragraph in the Purchase Description,

Salient Characteristics, or Statement of Work must be addressed in the descriptive literature submitted with an annotation indicating any exceptions taken or alternates proposed. Any Purchase Description, Salient Characteristics, or Statement of Work requirements not addressed in the descriptive literature shall be submitted in a narrative form. **Paragraphs annotated "exception" or "alternate" shall indicate why the exception or alternate is being taken and what is quoted in its place.**

(e) Quotes which do not present sufficient information to permit complete technical evaluation by the Government may be rejected.

2.2.2 Indication of Compliance or Exception to Technical Requirements (COMPLIANCE STATEMENT)

The identical numerical sequence stated in the attached technical scope of work must be used in the vendor's compliance statement. Each response shall include one of the following statements:

a.) EXCEEDS: Where the vendor surpasses the requirement, a narrative description shall be provided.

b.) COMPLY: Where the vendor meets the requirement the compliance statement should reflect comply. No narrative is required to be provided unless requested.

c.) EXCEPTION TO: Where the vendor takes exception to the requirement, a narrative description shall be provided.

Vendors who do not provide sufficient technical data for evaluation (by the methods noted above); may be rejected without further consideration. The supplying of standard commercial literature shall not be construed as compliance unless it is complete in all details as to permit a technical evaluation in accordance with these instructions. Descriptive literature shall be written in English and all dimensions, capacities, and ratings given in the US system of measurements. Information submitted other than as herein described will not be translated or converted by the Government to determine product conformance or acceptability. (See DLAD clause 52.214-9005, Descriptive Literature- IPE (Nov 2011)

2.3 Past Performance Data:

Past performance shall be used as an evaluation factor within the LPTA process. The Government intends to collect and evaluate prior contract performance data in order to assess each Offeror's ability to supply the products and services required and the quality of the manufacturer's product quoted for this procurement. The Government may use any and all past performance data at its disposal in evaluating an Offeror's demonstrated record of performance. This may include review of contracts issued by any branch of the federal government, whether manual or electronic, past or present, and any commercial contracts identified by the Offeror.

The information provided is considered sensitive and shall not be released to the Offeror. All information is subject to verification by the Government during the evaluation. The Government reserves the right to contact the Government or commercial points of contacts identified, or contacts for other contracts performed, for the purpose of verifying information concerning past performance and/or to obtain additional information.

Evaluation of the past performance surveys received will occur in accordance with Past Performance as addressed in section 3.1.2.

The government will use any and all past performance data at its disposal in evaluating the quality of the product quoted to determine the best value. Data collected from government or commercial sources on previously supplied same/similar manufacturing machines can be used to determine the product quoted is not satisfactory and determined not to be the best value.

2.4 Reverse Auction: The Government intends to award without discussion or negotiation. However, DLA Aviation includes the Reverse Auctioning procedures in all acquisitions. It is recommended that any quote submitted include your best pricing. If the Government intends to utilize the Reverse Auction tool your company will be notified prior to the auction.

Reverse auctioning is an Internet-based acquisition tool following traditional auction principles that allows on-line, live time action where the sellers successively bid prices down until the auction closes. Participants are not required to revise their price during Reverse Auction, but the opportunity to do so encourages competition and is one way that the Government can achieve a best value award.

DLA currently employs the ProcureX Inc. software package to conduct Reverse Auctions. Registration and help tutorials can be found at: https://DLA.ProcurexInc.com (website is case sensitive). Unless otherwise indicated, the submission of a quote in response to this solicitation indicates the Offeror's agreement:

1. to participate in Reverse Auction
2. that the prices quoted may be publically disclosed during the auction (although bidder identities will remain anonymous and quoted prices will not be publically disclosed at any other time during the evaluation/award process).

NOTE: After the technical evaluation process has been completed the contracting officer will determine if negotiations are required and if they will be held verbally, in writing, or via Reverse Auction.

EVALUATION BASIS FOR AWARD

3.0 General: The Government intends to award to the Offeror whose quote conforms to all solicitation requirements such as terms and conditions, representations and certifications, technical, business management, and is the best value to the Government. The entire quote will be evaluated to ensure the Offeror understands the project and all the requirements of the specification.

Value is not recognized from a quote that exceeds the Government's minimum technical or performance requirements. The Government intends to make award without discussions. Discussions, if necessary, will be conducted. Discussions will not be held with rejected Offerors.

3.1 Evaluation Process: The award shall be evaluated utilizing the Lowest Price Technically Acceptable (LPTA) source selection process. This process determines the best value to the Government to be the lowest priced offer that is determined acceptable in all non-price factors, which consists of technical and past performance. Offers that are determined acceptable for both the technical and past performance factors will be determined technically acceptable offers.

3.1.1. Technical: The technical review determines whether the Offeror's quote will satisfy the Government's requirements. All responsive Offerors will have their non-priced technical quotes evaluated to determine if they demonstrate a thorough knowledge and understanding of the technical requirements, as well as provide a sound, compliant approach to executing all areas of performance.

The following ratings will be used:

Table 1. Technical Ratings	
Rating	Description
Acceptable	Offer clearly meets the minimum requirements of the solicitation.
Unacceptable	Offer does not clearly meet the minimum requirements of the solicitation.

3.1.2 Past Performance, Experience, and Quality: Offerors will be evaluated based on past performance, experience, and the quality of the product. Past performance describes how well contractors executed what was promised in a quote and the quality of the product quoted. Experience reflects whether contractors have performed similar work before. This part of the evaluation process enables the Government to assess the competence of an Offeror to supply the required products and services based on a demonstrated record of past performance.

The following ratings will be used:

Table 2. Past Performance Ratings	
Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below.)
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror will not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

There are two aspects to the past performance evaluation. The first is to evaluate whether the offeror's present/past performance is relevant or not relevant to the effort to be acquired. The second aspect of the past performance evaluation is to determine how well the contractor

performed on the contracts. Each aspect will be evaluated on an Acceptable/Unacceptable basis to determine an overall past performance rating.

The Government will utilize any data available, including information on total equipment effectiveness matters such as availability, performance, and quality, when evaluating past performance.

In order to collect adequate and relevant past performance information on the Offeror's ability to supply the product/service, a Past Performance Questionnaire (PPQ) is included as an attachment to the RFQ for use in determining how well the prospective Offeror performed for another business. The prospective Offeror should annotate its company name at the top of the form, then send a copy to at least five businesses for which it has previously (or currently) provided same or similar products or services. NOTE: Do not send the PPQ to this office for completion on a previous contract with DLA. The Offeror should submit the list of those sources (with contact information) to the Contracting Officer when the quote is submitted. If the information has been provided on a previous solicitation within the last six months for the same or similar item, provide that Purchase Request Number with your offer and request they be utilized for this RFQ.

Special Note: The completed evaluation forms must be returned from the third party directly to the Contracting Officer. Completed forms received from the Offeror will not be accepted.

3.2 Price Reasonableness/Support: All responsive, technically acceptable (based on technical and past performance evaluation ratings) quotes will be evaluated for Price Reasonableness as described below:

Reasonableness: Adequate price competition is expected to support the determination of reasonableness. Price analysis techniques may be used to further validate price reasonableness. If adequate price competition is not obtained or if price reasonableness cannot be determined using price analysis of Government obtained information, additional information will be required to support the proposed price.

Support: A quantity of two (2) Commercial invoices reflecting the same/similar item has been sold to other commercial customers is requested to be provided with quote.

Unrealistically low proposed prices, initially or subsequently, may be grounds for eliminating a quote from competition either on the basis that the Offeror does not understand the requirements or that the Offeror has submitted an unrealistic quote.