

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ->		RATING DOC9	PAGE OF PAGES 1 36
2. CONTRACT NO.	3. SOLICITATION NO. SPM5AY-12-R-0009	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 2012 NOV 10	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY DLA TROOP SUPPORT HARDWARE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096		CODE SPM5E1	8. ADDRESS OFFER TO (If other than Item 7) DLA TROOP SUPPORT HARDWARE ATTN: DSCP-BP, PO BOX 56667 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in DSCP, Bldg. 36, Bid Opening Room until 1:00 PM local time 2012 DEC 10
(Hour) (Date)
FAX Number(s): (215)737-9300
CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ->	A. NAME Marie McClendon, PHPHGA5
	B. PHONE / FAX (NO COLLECT CALLS) (215) 737-3968 / FAX: (215)737-7684
C. E-MAIL ADDRESS marie.mcclendon@dla.mil	

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NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: ->)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE
15D. FAX NO.	15E. E-MAIL ADDRESS			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ->	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Mailed offers should be sent to:

Defense Logistics Agency
Troop Support
Post Office Box 56667
Philadelphia, PA 19111-6667

Solicitation No: SPM5AY-12-R-0009

Closing Date and Time: 10/26/12 - 1:00 p.m. Eastern Time

Handcarried Offers should be delivered to:

Defense Logistics Agency
Business Opportunities Office
Building 36, 2nd Floor
700 Robbins Avenue
Philadelphia, PA 19111-5092

Solicitation No: SPM5AY-12-R-0009

Closing Date and Time: 10/26/12 - 1:00 p.m. Eastern Time

[Examples of Handcarried Offers include: In-Person delivery by contractor; or Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier]

Note: All handcarried offers are to be delivered between 8:00 a.m. and 4:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service 'handcarries' the package to the address specified above for handcarried offers prior to the scheduled opening/closing time. Package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 9 of the Standard Form 33.

Contractors intending to deliver offers in-person should be advised that the Business Opportunities Office (Bid Room) is located within a secure military installation. In order to gain access to the facility, an escort may be required. The escort will be an employee from the Bid Room. The following are telephone numbers for the Bid Room: (215)737-8511, (215)737-9044 or (215)737-7354. It is the offeror's responsibility to ensure that offers are received at the correct location at the correct time. Please allow sufficient time to complete delivery of hand carried offers. Since the length of time necessary to gain access to the facility varies based on a number of circumstances, it is recommended that you arrive at the installation at least one hour prior to the time the solicitation closes to allow for security processing and to secure an escort. NOTE: THIS IS A SUGGESTION AND NOT A GUARANTEE THAT YOU WILL GAIN ACCESS TO THE BASE IF YOU ARRIVE ONE HOUR BEFORE THE OFFER IS DUE.

E-mail Offers are not acceptable forms of transmission for submission of initial proposals or revisions to initial proposals submitted in response to this solicitation. As directed by the Contracting Officer, facsimile and e-mail may be used during discussions/negotiations, if discussions/negotiations are held, for proposal revision(s), including Final Proposal Revision(s).

Facsimile offers are NOT authorized for this solicitation.

NOTE: CD ROM offers are required and authorized. Offers that fail to furnish required representations, information, or reject any of the terms, conditions and provisions of the solicitation, may be excluded from consideration for award. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal.

Offeror's CAGE Code: _____.

Offeror's assigned DUNS Number: _____.

Remittance Address:

'AUTHORIZED NEGOTIATORS:

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposal. Please list names, titles, e-mail addresses, and telephone numbers for each authorized negotiator.

SOLICITATION RESPONSE SHEET FOR 'NO OFFER'

Solicitation No.: SPM5AY-12-R-0009

Offer Due Date/Time: 10/26/12 - 1:00 P.M. Eastern Time

No Offer Submitted for Reason(s) Checked:

-] Cannot comply with specification
] Cannot meet delivery requirement
] No open production capacity at plant
] Do not regularly manufacture or sell the type of items involved
] Other (specify):

] We do] We do not desire to be retained on the mailing list
for future procurements for the type of item(s) involved.

Name/Address of firm (include ZIP Code):

Type or print Name/Title of signer: _____

Signature: _____

Caution Notice

This procurement is being solicited under the Federal Acquisition Regulations FAR Part 12. Offers will be evaluated under the streamlined procedures of FAR Subpart 12.6. This solicitation is 100% small business set-aside in accordance with FAR 19.502-2. Awards will only be made to offerors who meet this definition and who offer only end items manufactured or produced by small businesses in the United States or its possessions. If an offer is based on a small business joint venture, such joint venture must comply with the requirements of FAR 19.101(7)(i); 13 CFR 121.103; 13 CFR 124.520; and other applicable regulations.

The Government reserves the right to cancel this solicitation. If this should occur, the Government is not liable for any solicitation preparation costs that offerors may incur in responding to this solicitation.

NOTE: Be advised that a complete solicitation package is required. Missing information may render your solicitation non-responsive and not be eligible for consideration.

Defense Logistics Agency (DLA) Troop Support seeks to place as many FSC 5320 fully competitive Non-Blind Rivet items as possible under long term stock contracts. Each Long Term Contract will have an initial base term of 2 years with 3 one year options. Offerors must submit pricing for at least 40 items of the core listing. The annual estimate for these 179 items is \$455,884.12 (including surge items). This is a good faith estimate and not a guarantee.

During the term of these contracts, additional items may be added or deleted at the Government's option. The Government has identified approximately 1,112 additional items that could be added to these contracts. As such, the resulting contracts may reach \$6 million. (2 year base, 3 one year options for the core items, surge items, plus the additional items that may be added). There will be a contract maximum dollar value of \$6 million for all contracts awarded under this solicitation. Thus, the aggregate dollar value for all orders issued against any contract awarded under this solicitation cannot exceed this dollar value. Such additions/deletions will be made in accordance with DLAD 52.216-9006 and will be awarded via a Supplemental Agreement to the Contractor(s) whose offer(s) meets the overall Best Value to the Government on an item by item basis.

Each item will be evaluated individually utilizing Tradeoff Source Selection procedures. Offers will be evaluated under the streamlined procedures of FAR Subpart 12.6. For each item, the Government will make an award to the responsible offeror whose offer meets or exceeds the terms and conditions set forth in the solicitation, and whose offer is the most advantageous to the government considering price and past performance. Past Performance is significantly more important than cost or price.

'Vendors should note that these requirements are NOT solicited on an 'all or none' basis and proposals made on this basis will NOT be considered. Each item will be evaluated based on the proposal for that particular item independently of the proposals for other items. Although an offeror must comply with the minimum requirements of the solicitation in order for its offer to be acceptable, an offeror may offer the Government terms and/or conditions that exceed those cited in this solicitation.

All items are fully competitive 5320 Non-Blind Rivets and some may have a Qualified Supplier List (QSL) requirement. Only manufacturers/suppliers on the QSLM/QSLD will be eligible for an award pursuant to this solicitation. Note: The dealer (if applicable) and the manufacturer will need to be QSL certified at time of award. However, the Government reserves the right to Source Inspect any item. Additionally, source inspection may also be a requirement on some items in this solicitation while other items also require destination inspection.

Interested offerors should see the item description pages that are an attachment to this solicitation for a complete description and requirements per line item. Offerors are required to submit their offers according to the instructions in the solicitation. Provide a complete Pricing Proposal in writing in accordance with the Addendum to FAR 52.212-1 and FAR 52.212-2. Attachments to the solicitation including but not limited to the Item Descriptions, a pricing spreadsheet and a surge listing can be found within the solicitation in DIBBS. Open the solicitation and look at the lower left hand side (a paperclip) for attachments. Please provide pricing on the attached pricing spreadsheet (including core and surge tabs) and on a CD Rom and submit it with your proposal. Please ensure that you leave the line items that you are not pricing on the spreadsheet as a placeholder and leave blank or state 'no offer'. Do not delete any line items from your pricing spreadsheet! Unit prices on the accompanying pricing spreadsheet shall be properly formatted to the U.S. Currency and shall contain two (2) decimal places. For evaluation and award purposes, offers containing unit prices of more than two decimal places shall be rounded off to two decimal places. Make sure all columns are filled in completely.

Note: Drawings are available and can be found in DIBBS.

This solicitation contains an Option to Extend Performance for an additional three (3) separate one year options. An Economic Price Adjustment (EPA) will apply to each option period in accordance with DLAD 52.216-9030 set forth in this solicitation. An offeror's acceptance of the option provision is mandatory. Failure to accept the provision will result in an offer being eliminated from further consideration.

The annual estimated quantity for each item listed on the core list is set forth on the attached spreadsheet. The estimated dollar value for the two

year based period for all 179 listed on the core list is \$911,768.24 (including surge dollars). The estimated quantities and dollar values are good faith estimates only based on information available to the contracting officer at the time of this solicitation, and do not constitute a guarantee that this volume or dollar value will actually be ordered under the resultant contract(s). Offerors should take any risk associated with these estimates into consideration when pricing proposals.

Copies of this solicitation, other pertinent solicitation information and the complete universe listing (including potential add items) can be found at the following website: <http://www.troopsupport.dla.mil/Hardware>

CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (Feb 2012)

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honestly. Contractors should have a written code of business ethics and conduct within thirty (30) days of award. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733) This solicitation includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. The contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C 3729-3733) When FAR 52.203-13 is included in the contract, contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

Other than Cost and Pricing Clauses - FAR 52.215-20 and FAR 52.215-21 are contained in this solicitation. Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications. The Contractor should submit other than certified cost or pricing data and supporting attachments in accordance with the instructions contained in FAR 15.408, Table 15-2, which is incorporated by reference with the same force and effect as though it were inserted here in full text. As per FAR 52.215-20(a)(ii) Commercial item exception. For a commercial item exception, the offeror should submit, at a minimum: (A)

For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities. See FAR Part 15 & 52 for complete details.

ADDITIONAL SOURCES OF PAST PERFORMANCE INFORMATION

In addition to information obtained from DLA Troop Support's records, e.g., the PPIRS (Past Performance Information Retrieval System), the Automated Best Value System (ABVS) data or information relating to the offeror's performance may be obtained from such sources as the Dunn & Bradstreet (D & B), Federal agencies other than DLA Troop Support, state and local government agencies, contracting officer experience on this contract and other contracts for the same or similar item(s), including current contracts, and any other Government sources having relevant information.

In accordance with clause 52.217-9I08 - All core list items are WPU1081 (Nuts, Bolts, Rivets and Screws).

Surge Requirements: The following information pertains to any item that requires Surge now or in the future. Surge requirements are unanticipated demands for accelerated delivery of supplies or services within industrial capabilities during wartime, and during peacetime emergencies. This includes the ability of the supplier to ramp-up quickly to meet early requirements as well as to sustain the increased pace throughout the emergency. Offerors should refer to the Addendums to FAR 52.212-4, FAR 52.212-1, and 52.212-2 for clauses, and a schedule of Surge Requirements.

Note: The contractor is requested to complete the surge option pricing in clause 52.217-9010. Surge quantity may be ordered by the Government in accordance with Clause 52.217-9006. The offeror must provide a detailed approach for covering S&S requirements in the Capability Assessment Plan (CAP) and, if required, a Validation/Test Plan. Please refer to Clause 52.217-9007. A CAP must be approved prior to award.

On the pricing spreadsheet 'surge tab', you will see (1) column with Item Numbers. Surge Item numbers begin after the last core item number. For instance, if the solicitation contains Items 1 thru 10, then the surge items will begin with 11,12,13 The Solicitation core item numbers are being included because it easier to cross reference items with surge requirements. Please only enter pricing if it is different than the AEQ price.

All delivery orders will be sent electronically in accordance with Clause

CONTINUATION SHEET

Solicitation Number:
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Order Limitations

FAR 52.216-19:

Minimum Order: 25% of the annual estimated quantity

Maximum Order: 100% of the annual estimated quantity

All items must be delivered in 200 days or less. Inspection/Acceptance requirements will be noted on each delivery order. The Government envisions inspection/acceptance of items to be destination or source inspection. For any items identified as destination inspection, the Government reserves the right to invoke source inspection. All inspection requirements are listed on the pricing spreadsheet.

Destination: Delivery shall be to any destination within the Contiguous United States and the District of Columbia, excluding Alaska and Hawaii. All contracts will be FOB Destination and all items supported will be for stock. All deliveries will be packaged, marked and bar coded in accordance with the specifications of the solicitation. Commercial packaging must be adequate to ensure that all supplies are delivered without damage and to withstand normal government storage without degradation of the items furnished. The applicable Warranty provisions are provided at FAR 52.212-4 Contract Terms and Conditions - Commercial Items and DLAD 52.246-9053 Commercial Warranty.

Contractors will receive payment by invoicing DFAS. Invoices to DFAS should be submitted electronically and will be paid by Wide Area Workflow system (WAWF). All contractors must be registered in the Central Contractor Registry (CCR) in order to receive payment.

Offerors are required to submit representations and certifications electronically via the Business Partner Network. Online Representations and Certifications Application (ORCA) is contained in this solicitation. See FAR 52.212-3 and FAR 52.212-3 (j) for additional information. The ORCA website can be found at <http://orca.bpn.gov>.

The following applies to the ADDITION/DELETION OF ITEMS:

A. ADDS:

1. Additions by the Government:

If the Government makes several awards under the solicitation, new item(s) may be awarded if, after synopsis, no other vendors (other than those that have received an award under the solicitation) express an interest in supplying the additional items. Items added, if any, will be awarded on a competitive basis (as described below) amongst the awardees.

For items competed amongst contract holders after award, the solicitation will clearly state that basis for award and how offers will be evaluated.

The Contracting Officer will evaluate both price and past performance by considering any or all of the following sources of information: the Contractor's performance on delivery orders issued under this contract; Contracting Officer's knowledge of the contractor's performance on other contracts, including other current contracts, the Contractor's Automated Best Value System (ABVS) scores; Past Performance Information Retrieval System (PPIRS) scores; the DoD Past Performance Automated Information System (PPAIS); Dun and Bradstreet (D&B), other Federal agencies, state and local government agencies; and any other independent sources having relevant information.

2. Administration of Additions:

Prices for Item(s) to be added to the contract shall be incorporated into the contract(s) via Supplemental Agreement.

B. Deletions:

1. Deletions by the Government:

During any period of the contract resulting from this solicitation, the Government may elect to delete any item or items. These items may be deleted due to a change in demand patterns, obsolescence, item substitution or because they no longer have application. Deletion of any item from the contract by the Government will constitute a unilateral Termination for Convenience.

2. Deletions Recommended by the Contractor:

During any period of performance under the contract(s) resulting from this solicitation, the Contractor may notify the Contracting Officer as to any item(s) it deems to be obsolete, unavailable, out of production or superceded, and may recommend the deletion of such item(s) from the contract. The notice shall include complete information as to appropriate superceding, substitute, or alternate items, and how such items meet the fit, form or function and interchangeability requirements of the obsolete, unavailable, out of production, or superceded item. If an obsolete item has no replacement, the notice shall include information concerning the availability of alternate sources or substitute item(s). If the Contracting Officer agrees to remove any item(s) from the contract, any such removal of an item(s) of supply shall be a termination for convenience with no cost to either party.

3. Administration of Deletions:

Upon Notice of Termination from the Contracting Officer of a proposed deletion, the Contractor shall stop work immediately on any item(s) identified for proposed deletion in accordance with the Notice of Termination. Within ten (10) days of receipt of the notice of proposed deletion, the Contractor shall notify the Contracting Officer of any concerns regarding the proposed deletion. Failure of the Contractor and the Contracting Officer to agree on the settlement shall constitute a

dispute under the 'disputes' clause of the contract.

For items with export controlled drawings the following applies:
IN ORDER TO BE CONSIDERED FOR ITEMS WITH EXPORT CONTROLLED DRAWINGS, YOU
MUST BE CERTIFIED PRIOR TO AWARD. PROVIDE YOUR JOINT CERTIFICATION
PROGRAM (JCP) NUMBER BELOW. THE JCP IS LOCATED AT THE WORLD WIDE WEB
ADDRESS:

HTTP://WWW.DLIS.DLA.MIL/JCP

IF YOU DO NOT WISH TO BE CONSIDERED FOR ITEMS WITH EXPORT CONTROLLED
DRAWINGS, PLACE 'N/A' BELOW.

JCP CERTIFICATION NUMBER: _____

EXPIRATION DATE: _____

THE FOLLOWING CLAUSES ARE INCLUDED IN THE SOLICITATION, BUT THESE NOTES
APPLY:

DLAD 52.246-9007 required only on items that require Destination
Inspection

FAR 52.247-48 required only on items where Source Inspection is required
or invoked

DLAD 52.246-9019 required only on items where Source Inspection is
required or invoked

DLAD 52.246-9008 required only on items where Source Inspection is
required or invoked

DFARS 252.246-7000 required only on items where Source Inspection is
required or invoked

DLAD 52.211-9005 required only if an item is identified as or becomes a
Critical Safety Item

DLAD 52.211-9006 required only if an item is identified as or becomes a
Critical Safety Item

DLAD 52.211-9007 required only if an item is identified as or becomes a
Critical Safety Item

DFARS 252.246-7003 required only if an item is identified as or becomes a
Critical Safety Item

SCHEDULE OF SUPPLIES

IQ12073009024

NSN: Various-see attached listing

Nomenclature: Various FSC 5320 fully competitive Non-Blind Rivet Items -
Hardware Commodities

Item Descriptions: As stated in the Caution Notice, item descriptions are
found on an attachment to this solicitation and can be found on DIBBS.

Note: Specific requirements and provisions that are applicable to the
NSNs on this solicitation are set forth under 'Tables'. The number and
full text of these tables are described on the item description attachment
pages on DIBBS. All tables do not apply to each and every NSN. See
individual NSNs for the list of applicable tables.

Destination: Delivery shall be to any destination within the Contiguous
United States and the District of Columbia, excluding Alaska and Hawaii.
PREP FOR DELIVERY: PACKAGING CODES

DOD BAR CODE MARKING

For all shipments of packaged materiel to the government, which includes either Depot (DLA-Direct) or DVD (Customer-Direct) shipments, both DoD linear and two-dimensional (2D) bar code markings are required on Military Shipping Labels in accordance with MIL-STD-129, Revision P, dated September 19, 2007 (but see DLAD 52.211-9010(D) for exceptions to the requirement for MSL and 2D symbols). See the DLA packaging web site identified in DLAD 52.211-9010(E) for change notices to MIL-STD-129P that apply. 2D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. Shipping label stock quality shall meet MIL-PRF-61002. Bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9010(C). Except for the Transportation Control Number (TCN), which must always be present on the Military Shipping Label, when the contract/order omits any other data elements as defined in MIL-STD-129P and if the information is not available from the Administrative Contracting Office, then the field is not required as part of the Military Shipping Label and may be left blank. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

THE FOLLOWING STAMP APPLIES TO EACH LINE ITEM:
UNIT PACK APPLIES WHERE POSSIBLE.

This information applies to the Addendum FAR 52.212-1

1. Addendum to 52.212-1(b) Submission of offers.

See Remarks section above, for any specific instructions on how to submit your offer if mailed, hand carried, faxed (when authorized).

Faxed offers are not authorized for this solicitation.

Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

2. Addendum to 52.212-1(c) Period for acceptance of offers.

Period of acceptance is 120 days.

3. Addendum to 52.212-1(e) Multiple offers.

Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

4. Addendum to 52.212-1(g) Contract Award.

If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

5. Addendum to 52.212-1(h) Multiple awards.

The Government intends to make one award on each CLIN although each awardee may be awarded one contract containing all the CLINS for which it was found to offer the best value to the Government.

6. Addendum to 52.212-1(j) Data Universal Numbering System (DUNS) Number

The requirement to provide a DUNS number with the offer applies at all dollar values if the offeror is required to register in the Central Contractor Registration (CCR) Database in accordance with DFARS clause 252.204-7004.

This information applies to the Addendum FAR 52.212-1

1. INSTRUCTIONS TO OFFERORS FOR PROPOSAL INFORMATION:

Offerors are required to submit the pricing information on the attached pricing spreadsheet on a CD Rom and also a paper copy and submit with their Proposal. Note: Please use an Anti-Virus utility to ensure that your Microsoft Excel Spreadsheet formatted CD is virus free before submitting. Offerors are required to furnish pricing on at least 40 of the line items in the core listing or the offer shall not be considered. Also, please ensure that you leave the line items that you are not pricing on the spreadsheet as a placeholder and leave blank or state 'no offer'. DO NOT delete these line items from your pricing spreadsheet! Unit prices on the accompanying pricing spreadsheet shall be properly formatted to U.S. Currency and shall contain two (2) decimal places. For evaluation and award purposes, offer containing a unit price of more than two decimal places shall be rounded off to two decimal places, as follows:

\$0.10 to \$0.104 = \$0.10

\$0.105 to \$0.109 = \$0.11

\$0.111 to \$0.114 = \$0.11

\$0.115 to \$0.119 = \$0.12, etc

Attachments to the solicitation (Item Descriptions along with packaging information, table explanations, a pricing spreadsheet and surge requirements) can be found within the solicitation in DIBBS. Open the solicitation and look at the lower left hand side (a paperclip) for attachments. Please submit a CD ROM along with the pricing spreadsheet. Unrealistic Pricing Proposals will be considered indicative of a lack of understanding of the solicitation requirements. FAILURE TO PROVIDE YOUR PRICING PROPOSAL IN ACCORDANCE WITH SOLICITATION REQUIREMENTS MAY RENDER YOUR OFFER UNACCEPTABLE. A SIGNED and COMPLETED solicitation must accompany the Pricing Proposal IN ITS ENTIRETY, as well as, any amendments. MAKE SURE THAT ALL CLAUSES THAT REQUIRE A RESPONSE ARE COMPLETED. The offeror shall also provide the completed SF33, applicable

clause fill-ins including FAR 2.212-3 (Offeror Representations and Certifications), and their Surge and Sustainment Capability Assessment Plan (CAP). Offerors shall state if some or all of their clause representations and certifications are available in ORCA and shall ensure that any additional required representations or information applicable to this solicitation is provided.

FAR 52.212-2 EVALUATION - COMMERCIAL ITEMS (JAN 1999)

(a) For each item, the Government will make an award to the responsible offeror whose offer meets or exceeds the terms and conditions set forth in the solicitation, and whose offer is most advantageous to the Government considering price and past performance.

Technical factors are:

- X Significantly more important than cost or price
- Essentially equal to cost or price
- Significantly less important than cost or price

Note: As Technical becomes more equal price becomes more important.

(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.

ADDENDUM TO FAR 52.212-2- EVALUATION:

(d) Evaluation Procedures

(1) Overview: Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a Technical and Pricing Evaluation as described in paragraph (2) below. Unless an award(s) is/are made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range. Revised and 'final proposal revisions' resulting from discussions will undergo further Technical and Pricing evaluations. Those proposals which are most advantageous to the Government, as determined by the evaluation of proposals according to the evaluation factors in FAR 52.212-2, 'EVALUATION - COMMERCIAL ITEMS', will be selected for award. An Offeror's failure to provide complete and accurate information required by this provision may result in negative ratings or the rejection of the

offer. Furthermore, Offerors are reminded of the penalties for making false statements prescribed by 18 U.S.C. 1001. Awards will be made to the responsible contractor(s) whose proposal(s) is/are the most advantageous to the Government, as determined by the evaluation of proposals according to the evaluation factors in Clause 52.212-2, 'EVALUATION - COMMERCIAL ITEMS.'

(2) Evaluation Process:

(i) Technical (Past Performance) Evaluation:

- a) The Government anticipates awarding contract(s) resulting from this solicitation to the responsible offerors whose offer, conforming to the solicitation, will be the most advantageous to the Government, price and other factors considered. This process allows for a tradeoff between non-cost factors and cost/price and allows the Government to accept other than the lowest priced proposal or other than the highest technically rated proposal to achieve a best-value contract award. Evaluation of proposals will be conducted in accordance with FAR 52.215-9022.

(ii) Pricing Evaluation:

- a) Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate cost or pricing data or limited pricing information, if requested with initial proposals or during discussions, in accordance with FAR Subpart 15.4.
- b) The Government will evaluate the successful offeror's proposal to determine price reasonableness.
- c) Offerors must submit prices for at least 40 Core List items to be considered for award for any Core List item. If an offeror submits pricing on less than 40 items or if the offeror submits an offer on an 'all or none' basis, the offer will not be evaluated and considered for award.
- d) The total evaluated price for the 5-year base/option period for each item will be calculated as follows: The unit price offered for an item will be multiplied by the annual estimated quantity listed for that item to arrive at the total estimated price per year. The total estimated price per year will then be multiplied by 5 to arrive at the total evaluated price for the 2-year base and three 1-year option period. Please note that for evaluation purposes ONLY, the Government will use the unit price submitted for the base period as the option year prices.

This applies to the Addendum to FAR 52.212-4

The following paragraph(s) of 52.212-4 are amended as indicated below:

1. Paragraph (m), Termination for Cause.

Delete paragraph (m) in its entirety and substitute the following:

(m) Termination for Cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms

and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, 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, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1,350.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

2. (s), Order of Precedence is revised to add the following:
(10) Contractor's proposal.

3. Paragraph (t), Central Contractor Registration (CCR).
Add the following paragraph:
(5) Definitions.

'Central Contractor Registration (CCR) Database' means the primary Government repository for contractor information required for the conduct of business with the Government.

'Commercial and Government Entity (CAGE) Code' means-

(a) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(b) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an 'CAGE code'. 'Data Universal Number System (DUNS) Number' means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities. 'Data Universal Numbering System +4 (DUNS+4) Number' means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

'Registered in the CCR Database' means that- (a) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; (b) The Contractor's CAGE code is in the CCR database; and (c) The Government has validated all mandatory data fields to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records 'Active'. The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

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SECTION B

PR

CAGE/PN 00000 00000000

CAGE SDC NAME - ADDRESS
00000 A

ITEM DESCRIPTION:

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001		0001	1	EA	\$ _____	\$ _____

EXCEPTION DATA:

QTY VARIANCE: PLUS 0 MINUS 0
INSP/ACCEP POINT: See Clause

PREP FOR DELIVERY

PKGING DATA - QUP:
SHALL BE PACKAGED STANDARD COMMERCIAL IN ACCORDANCE WITH
ASTM D 3951

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SECTION B

PARCEL POST/FREIGHT ADDRESS:

000000
AIRFORCE SERVICES AGENCY
10100 REUNION PLACE
10100 REUNION PLACE
SAN ANTONIO TX TX 78216-4138
US

* * * * *

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A00E29 CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS
(FEB 2012) DLA TROOP SUPPORT

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct within thirty days of award. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

If this solicitation or contract includes FAR clause 52.203-13

- CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of

federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733) When FAR 52.203-13 is included in the contract, contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon

request by the contracting officer.

A12A01 52.212-4 CONTRACT TERMS AND CONDITIONS --
COMMERCIAL ITEMS (FEB 2012) FAR

A12A02 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED
TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL
ITEMS (AUG 2012) FAR

(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) (Pub. L. 108-77, 108-78)
- (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:
- [Contracting Officer shall check as appropriate.]
- (x) (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (x) (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub.L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- () (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- (x) (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- () (5) 52.204-11, American Recovery and Reinvestment Act - Reporting Requirements (JUL 2010) (Pub.L. 111-5).
- (x) (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).
- (x) (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41

- U.S.C. 2313)
- (X) (8) 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).
- () (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- () (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- () (11) [Reserved]
- (x) (12) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- () (ii) Alternate I (NOV 2011) of 52.219-6.
- () (iii) Alternate II (NOV 2011) of 52.219-6
- () (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- () (ii) Alternate I (OCT 1995) of 52.219-7.
- () (iii) Alternate II (MAR 2004) of 52.219-7
- (x) (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d) (2) and (3))
- () (15) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (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.
- () Alternate III (JUL 2010) of 52.219-9.
- (x) (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (x) (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a) (14))
- () (18) 52.219-16, Liquidated Damages - Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d) (4) (F) (i)).
- () (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- () (ii) Alternate I (JUN 2003) of 52.219-23.
- () (20) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (DEC 2010) (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)
- () (21) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- () (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (x) (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a) (2)).
- () (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- () (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- (x) (26) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (x) (27) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- (x) (28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999)
- (x) (29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (x) (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212)
- (x) (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- (x) (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (x) (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496)
- (x) (34) 52.222-54, Employment Eligibility Verification (JUL 2010). (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.)
- () (35) (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)). (Not applicable to the acquisition of commercially available off-the-shelf items).
- () (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i) (2) (C)). (Not available to the acquisition of commercially available off-the-shelf items).
- () (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- () (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)
- () (ii) Alternate I (DEC 2007) of 52.223-16
- (x) (38) 52.223-18, Encouraging Contractor Policies to Ban

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Text Messaging While Driving (Aug 2011) (E.O. 13513).
 () (39) Omitted
 () (40) Omitted
 () (41) Omitted
 (x) (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) [E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury].
 () (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
 () (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150)
 () (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 () (46) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 (x) (47) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
 () (48) 52.232-34, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
 () (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
 () (50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
 () (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 1241 and 10 U.S.C. 2631).
 () (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:

[Contracting Officer check as appropriate.]

() (1) 52.222-41, Service Contract Act of 1965, as Amended (NOV 2007) (41 U.S.C. 351, et seq.).
 () (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 () (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 () (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 () (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
 () (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
 () (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub.L. 110-247).
 () (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 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 Business Ethics and Conduct (APR 2010) (Pub.L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
 (ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (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) Reserved
 (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
 (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).
 (vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
 (vii) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 (viii) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)
 (ix) 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)).
 (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
 (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services - Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
 (xii) 52.222-54, Employment Eligibility Verification (JUL 2012).
 (xiii) 52.226-6, Promoting Excess Food Donation to nonprofit Organizations (MAR 2009) (Pub.L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 (xiv) 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.

A12A04 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FEB 2012) FAR

A12A06 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (APR 2012) FAR

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

 (b) (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations 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 (Vendor fill-in).

[Offeror to identify the applicable paragraphs at (c) through (o) 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

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provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

* * *

(Vendor Fill-in)

(c)(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it () is, () is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it () is, () is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that -

(i) It () is, () is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.]

(Vendor Fill-in)

Each WOSB concern eligible under the WOSB program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that -

(i) It () is, () is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]

(Vendor Fill-in)

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it () is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either -
A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) () Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph(c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(Vendor Fill-in)

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that--
(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]

(Vendor

Fill-in).]
Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 - (1) Previous contracts and compliance. The offeror represents that --

(i) It () has, () has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

- (1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with commission of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

- (1) Listed end products.
Listed End Product/Listed Countries of Origin

(Vendor Fill-in)

(Vendor Fill-in)

(Vendor Fill-in)

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2) or (i)(2)(ii) by checking the appropriate block.]
(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
(ii) The offeror may supply and end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly:

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

(k) Certificates regarding exemptions from the application of the Service Contract Act (APPLICABLE ONLY TO SERVICE CONTRACTS). (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

- (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that --

- (Vendor fill-in)
- ***
- (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that --
- (Vendor fill-in)
- ***
- (1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- ***
- (3) Taxpayer Identification Number (TIN) (Vendor Fill-in).
 TIN: _____ (Vendor Fill-in)
- TIN has been applied for.
- TIN is not required because:
 Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal Government.
- (4) Type of organization (Vendor Fill-in).
 Sole proprietorship;
 Partnership;
 Corporate entity (not tax-exempt);
 Corporate entity (tax-exempt);
 Government entity (Federal, State, or local);
 Foreign government;
 International organization per 26 CFR 1.6049-4;
 Other _____ (Vendor Fill-in).

- (5) Common Parent.
 Offeror is not owned or controlled by a common parent:
 Name and TIN of common parent:
Name: _____ (Vendor Fill-in)
TIN: _____ (Vendor Fill-in)

A12A07 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (APR 2012) ALT I (APR 2011) FAR

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.) [The offeror shall check the category in which its ownership falls]:

- (Vendor Fill-in) Black American.
- (Vendor Fill-in) Hispanic American.
- (Vendor Fill-in) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- (Vendor Fill-in) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (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).
- (Vendor Fill-in) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- (Vendor Fill-in) Individual/concern, other than one of the preceding.

A12B01 252.212-7001 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2012) DFARS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to

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implement a provision of law applicable to acquisitions of commercial items or components.

(x) 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses 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.

(x) (1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181)

(x) (2) 252.203-7003, Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(x) (3) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

() (4) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (JUN 2012)(15 U.S.C. 637)

() (5) 252.219-7004, Small Business Subcontracting Plan (Test Program) (JUN 2011)(15 U.S.C. 637 note).

(x) (6)(i) 252.225-7001, Buy American and Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83, E.O. 10582).

() ALTERNATE I (OCT 2011) of 252.225-7001.

() (7) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009)(10 U.S.C. 2533b).

(x) (8) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012)(10 U.S.C. 2533b).

() (9) 252.225-7012, Preference for Certain Domestic Commodities. (JUN 2012) (10 U.S.C. 2533a).

() (10) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)(10 U.S.C. 2533a).

() (11) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)(Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

() (12) 252.225-7017, Photovoltaic Devices (JUN 2012) (Section 846 of Pub. L. 111-383).

() (13) (i) 252.225-7021, Trade Agreements (JUN 2012) (19 U.S.C. 2501-2518 and 19 U.S.C 3301 note).

() (ii) Alternate I (OCT 2011) of 252.225-7021

() (iii) Alternate II (OCT 2011) of 252.225-7021

() (14) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

() (15) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)(22 U.S.C. 2755).

() (16)(i) 252.225-7036, Buy American-Free Trade Agreements -Balance of Payments Program (JUN 2012)

() (ii) Alternate I (JUN 2012) of 252.225-7036

() (iii) Alternate II (JUN 2012) of 252.225-7036

() (iv) Alternate III (JUN 2012) of 252.225-7036

() (iv) Alternate IV (JUN 2012) of 252.225-7036

() (iv) Alternate V (JUN 2012) of 252.225-7036

() (17) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3))

() (18) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(x) (19) 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

() (20) 252.227-7013, Rights in Technical Data - Noncommercial Items (MAR 2012), if applicable (see 227.7103-6(a)).

() (21) 252.227-7015, Technical Data--Commercial Items (DEC 2011)(10 U.S.C. 2320)

() (22) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012)(10 U.S.C. 2321)

(x) (23) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012) (10 U.S.C. 2227).

() (24) 252.237-7010, Prohibition of Interrogation of Detainees by Contractor Personnel (NOV 2010)(Section 1038 of Pub. L. 111-84)

() (25) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(x) (26) 252.243-7002, Requests for Equitable Adjustment (MAR 1998)(10 U.S.C. 2410).

() (27) 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)(Section 807 of Public Law 111-84).

() (28) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010)

(Section 884 of Public Law 110-417).

(x) (29)(i) 252.247-7023, Transportation of Supplies by Sea (MAY 2002)

() (ii) Alternate I (MAR 2000) of 252.247-7023

() (iii) Alternate II (MAR 2000) of 252.247-7023

() (iv) Alternate III (MAY 2002) of 252.247-7023

() (30) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)(10 U.S.C. 2631)

() (31) 252.247-7027, Riding Gang Member Requirements (OCT 2011)(Section 3504 of Pub.L. 110-417).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes of Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), 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) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(2) 252.227-7013, Rights in Technical Data--Noncommercial Items (MAR 2012), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data - Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006)(Section 1092 of Public Law 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010)(Section 884 of Public Law 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)(10 U.S.C. 2631).

A12B02 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JUN 2005) DFARS

(c) Representation of Extent of Transportation by Sea.

(2) The Offeror represents that it --
() (Vendor Fill-in) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

() (Vendor Fill-in) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

A12C01 52.212-9000 CHANGES - MILITARY READINESS (NOV 2011) DLAD

A12C03 52.212-9004 REFERENCE TO UNIFORM CONTRACT FORMAT (UCF) IN COMMERCIAL ACQUISITIONS (NOV 2011) DLAD

Acquisitions for commercial items under Federal Acquisition Regulation (FAR) Part 12 procedures do not follow the UCF prescribed in FAR 15.204-1. Therefore, whenever a clause in this solicitation or award references a UCF section, it will be construed to mean the following (to the extent applicable in the particular acquisition):

Section B The Schedule
Section C Statement of work or performance work statement
Sections F,G,H,I FAR clause 52.212-5; Defense Federal Acquisition Regulation Supplement (DFARS)

Clause 252.212-7001/ other non-Part 12

FAR,DFARS or Defense Logistics Acquisition Directive (DLAD) clauses included in the solicitation/contract
Section K FAR clause 52.212-3; DFARS Clause 252.212-7000
Section L FAR Clause 52.212-1 and any addendum thereto

Section M FAR clause 52.212-2 and any addendum thereto.

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A12E01 ADDENDUM TO FAR 52.212-4 (SEP 2003) DLA TROOP SUPPORT

'See Remarks Section'

an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

'EPCglobal;' means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology. 'Exterior container' means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

'Palletized unit load' means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

'Passive RFID tag' means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 standard. 'Radio frequency identification (RFID)' means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

'Shipping container' means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

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

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

- (A) Subclass of Class I - Packaged operational rations.
- (B) Class II - Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
- (C) Class III - Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV - Construction and barrier materials.
- (E) Class VI - Personal demand items (non-military sales items).

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

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

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

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

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

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

- (i) Shipments of bulk commodities.
- (ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Past Payment Procedures.
- (c) The Contractor shall-
 - (1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements

52.212-9I01 ADDENDUM TO FAR 52.212-1 (SEP 2003) DLA TROOP SUPPORT

'See Remarks Section'

SECTION D

D11B03 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (SEP 2011) DFARS

(a) Definitions. As used in this clause-

'Advance shipment notice' means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

'Bulk commodities' means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

'Case' means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

'Electronic Product Code; (EPC)' means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of

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in paragraph (d) of this clause;
 (2) Use passive tags that are readable; and
 (3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.
 (d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC: Tag Data Standards in effect at the time of contract award. The EPC: Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.
 (1) If the Contractor is an EPCglobal: subscriber and possesses a unique EPC: company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC: Tag Data Standards document to encode tags.
 (2) If the Contractor chooses to employ the DoD identifier Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.
 (3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFIS tag is globally unique, per the requirements in paragraph (c) (1).
 (e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag IDs (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>

- D11C02 52.211-9010 SHIPPING LABEL REQUIREMENTS - MILITARY STANDARD (MIL-STD) 129P (MAR 2012) DLAD
- D11C03 52.211-9010 SHIPPING LABEL REQUIREMENTS - MILITARY STANDARD (MIL-STD) 129P (MAR 2012) ALT I (AUG 2005)
- D11C08 52.211-9033 PACKAGING AND MARKING REQUIREMENTS (APR 2008) DLAD
- D11C11 52.211-9036 PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING - DLA LAND AND MARITIME (NOV 2011) DLAD
- D47C01 52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD

(a) THIS CLAUSE ONLY APPLIES WHEN WOOD PACKAGING MATERIAL (WPM) WILL BE USED TO MAKE SHIPMENTS UNDER THIS CONTRACT AND/OR WHEN WPM IS BEING ACQUIRED UNDER THIS CONTRACT.
 (b) Definition.
 Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).
 (c) All Wood Packaging Material (WPM) used to make shipments under DOD contracts and/or acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, 'Guidelines for Regulating Wood Packaging Materials in International Trade.' DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.
 (1) All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see <http://www.alsc.org/>).
 (2) All WPM shall include certification/quality markings in accordance with the ALSC standard. Markings shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ASLC approved DUNNAGE stamp.
 (d) Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government.

SECTION E
 E46A14 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (Feb 1999) FAR

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

Title Number Date Tailoring
 This applies to items if they are revised to require higher level contract quality requirement
 Or if add items contain this requirement

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

E46B01 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS

E46C05 52.246-9007 INSPECTION AND ACCEPTANCE AT DESTINATION (AUG 2007) DLAD

E46C06 52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN (NOV 2011) DLAD

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

Supplies:
 Plant:

 (Vendor Fill-in)
 Commercial and Government Entity Code:

 (Vendor fill-in)
 Street:

 (Vendor Fill-in)
 City/St/Zip:

 (Vendor Fill-in)
 Applicable to contract line item (Clin)(s)):

 (Vendor Fill-in)
 (d) The Offeror shall indicate below the location where packaging will be inspected:
 Packaging: () Same as for supplies (Vendor Fill-in)
 or,
 Plant:

 (Vendor Fill-in)
 Cage Code:

 (Vendor Fill-in)
 Street:

 (Vendor Fill-in)
 City/St/Zip:

 (Vendor Fill-in)

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Applicable to clin(s):

(Vendor Fill-in)

(e) For CLIN(S) described by manufacturer's name/code and part number:

(1) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and ensure that item will serve its intended purpose by performing examinations and tests to determine (A) completeness of item, (B) absence of rust, contamination, or deterioration, (C) correct identification, (D) absence of any damage, and (E) compliance with preparation for delivery. If the contractor is not the manufacturer of the supplies, evidence must be furnished to establish that the supplies were produced by the manufacturer.

(2) The word 'manufacturer' means the actual manufacturer of each CLIN. The Government's Quality Assurance Representative may require that evidence be furnished establishing the name and address of the plant that manufactures each CLIN to ensure that a domestic product is being supplied.

(f) For CLIN(S) designated as Former Government Surplus (whether described by manufacturer's name/code and part number, or by Military or Federal specification or drawing), the original package markings of each item shall be verified to previous Government contract number and part number (as specified in Defense Logistics Acquisition Directive (DLAD) 52.211-9000, Section I of the award). Any deviation from this number shall be cause for rejection of the item.

(g) Additional inspection requirements may be required, based on the evaluation of the surplus offer, by the procuring activity. Such additional requirements, if necessary, will be identified before the award.

E46C14 52.246-9019 MATERIAL AND INSPECTION REPORT (APR 2008) DLAD

E46C30 52.246-9004 PRODUCT VERIFICATION TESTING (NOV 2011) DLAD

SECTION F

F11A06 52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

(b) The permissible variation shall be limited to:

0 % (Percent) Increase 5 % (Percent) Decrease

This increase or decrease shall apply to the quantity at the line item level, or for phased delivery at the sub-clin level, as designated by item number followed by two alphas, i.e. 0001AA. The variation (if any) shall be shipped with the quantity for the line item, or for phased delivery the quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in quantity against any line item/sub-clin other than as specified in the delivery schedule.

F11A07 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR

F11C11 52.211-9020 TIME OF DELIVERY - ACCELERATED DELIVERY (JUN 2008) DLAD

F11C23 52.211-9069 TIME OF DELIVERY - ORDERING OFFICE (NOV 2011) DLAD

Material ordered under the terms of this contract shall be delivered within 200 days after the date of the order. Notwithstanding any other provisions/clauses of this contract, no deliveries shall be made prior to issuance of the delivery order on Department of Defense (DD) Form 1155).

F42A02 52.242-15 STOP-WORK ORDER (AUG 1989) FAR

F47A03 52.247-34 P.O.B. DESTINATION (NOV 1991) FAR

F47A06 52.247-48 P.O.B DESTINATION -- EVIDENCE OF SHIPMENT (FEB 1999) FAR

F47C08 52.247-9029 SHIPPING INSTRUCTIONS (NOV 2011) DLAD

F47C10 52.247-9031 MANUFACTURER'S LOADING PRACTICES (NOV 2011) DLAD

F47C15 52.247-9035 SHIPPING INSTRUCTIONS (DOMESTIC) (NOV 2011) DLAD

F47C18 52.247-9038 SHIPPING INSTRUCTIONS FOR DEFENSE LOGISTICS AGENCY (DLA) DIRECT ACQUISITIONS (NOV 2011) DLAD

Freight shipping addresses and scheduling instructions, if applicable, are available at Defense Logistics Acquisition Directive (DLAD) Procedures, Guidance and Instruction (PGI) 47.305-10. Contractors will need to schedule a delivery appointment prior to arriving at the depot.

SECTION H

H04C01 52.204-9001 ELECTRONIC ORDER TRANSMISSION (NOV 2011) DLAD

(a) Supplies procured through the Defense Logistics Agency (DLA) may be ordered via electronic ordering. Offerors must check one of the following alternatives for paperless order transmission:

[] (Vendor fill-in) Electronic Data Interchange (EDI) transmissions in accordance with American National Standards Institute (ANSI) X12 Standards through a DLA Transaction Services approved value added network (VAN).

[] (Vendor fill-in) Electronic Mail (email) award notifications containing Web links to electronic copies of the Department of Defense Form 1155, Order for Supplies or Services.

(b) Offerors choosing email notification for order transmission shall register their email address on the DLA Internet Bid Board System (DIBBS) home page at <https://www.dibbs.bsm.dla.mil/> as part of the vendor registration.

(c) Offerors choosing EDI for order transmission will receive transaction sets at time of award. The Contractor shall acknowledge receipt of each order by transmitting a functional acknowledgement or order receipt message within 24 hours, except for weekends and holidays where acknowledgement shall be the next working day. Failure to establish system(s) connectivity for successfully receiving and processing EDI orders within 30 days after date of award may be grounds for termination of the contract by the Government.

(d) Issuance of an EDI transmission or email notification constitutes a binding order. Successful offerors are authorized and expected to commence performance upon receipt.

(e) NOTE: Questions concerning electronic ordering should be directed to the appropriate supply center contact below:

DLA Land and Maritime
P.O. Box 3990
Columbus, OH 43218-3990

DLA Troop Support
Attention: J6P
Information Operations
700 Robbins Avenue
Philadelphia, Pa 19111-5092
Phone: 215-737-2130

- or -

DLA Aviation
Defense Supply Center Richmond
Procurement Process Support Directorate
Systems and Procedures Division
ATTN: DSCR-BPSC
8000 Jefferson Davis Highway
Richmond, VA 23297-5516

H46C01 52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011) DLAD

SECTION I

I03B03 252.203-7002 REQUIREMENT TO INFORM EMPLOYERS OF WHISTLEBLOWER RIGHTS (JAN 2009) DFARS

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I04A04 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011) FAR

I04A08 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012)

I04B03 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

I04B06 252.204-7008 EXPORT-CONTROLLED ITEMS (APR 2010) DFARS

(a) Definition. Export-controlled items, as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes:
(1) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR part 120.
(2) Items, defined in the EAR as 'commodities, software, and technology,' terms that are also defined in the EAR, 15 CFR 772.1.
(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for Contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.
(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.
(d) Nothing in the terms of this contract adds to, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to--
(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);
(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
(4) The Export Administration Regulations (15 CFR parts 730-774);
(5) The International Traffic in Arms Regulations (22 CFR parts 120-130); and
(6) Executive Order 13222, as extended.
(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

I04B08 52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUG 2012) (DEVIATION)

(a) Definitions. As used in this clause--
'Central Contractor Registration (CCR) database' means the retired primary Government repository for Contractor information required for the conduct of business with the Government.
'Commercial and Government Entity (CAGE) code' means--
(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or
(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an 'NCAGE code.'
'Data Universal Numbering System (DUNS) number' means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
'Data Universal Numbering System+4 (DUNS+4) number' means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern.
(D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.
'Registered in the SAM database' means that--
(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;
(2) The Contractor's CAGE code is in the SAM database; and
(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record 'Active'. The Contractor will be required to provide consent for TIN validation to the Government as a

part of the SAM registration process.
'System for Award Management (SAM)' means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes--
(1) Data collected from prospective federal awardees required for the conduct of business with the Government;
(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and
(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.
(b)(1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.
(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.
(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
(1) A contractor may obtain a DUNS number--
(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.
(2) The Contractor should be prepared to provide the following information:
(i) Company legal business name.
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(iii) Company physical street address, city, state and Zip Code.
(iv) Company mailing address, city, state and Zip Code (if separate from physical).
(v) Company telephone number.
(vi) Date the company was started.
(vii) Number of employees at your location.
(viii) Chief executive officer/Key manager.
(ix) Line of business (industry).
(x) Company Headquarters name and address (reporting relationship within your entity). (d) Reserved.
(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.
(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
(g)(1)(i) If a Contractor has legally changed its business name, 'doing business as' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to--
(A) Change the name in the SAM database;
(B) Comply with the requirements of subpart 42.12 of the FAR;
(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the 'Suspension of Payment' paragraph of the electronic funds transfer (EFT) clause of this contract.

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Limitations, Federal Acquisition Regulation (FAR) 52.216-19(a). The maximum quantity per order does not apply until after the guaranteed minimum is satisfied.
(3) In the event that a single delivery order includes both items that are within the guaranteed minimum and items in excess of the guaranteed minimum, the maximum delivery order limitations in FAR 52.216-19 (b) shall apply, and the Contractor shall be governed by the notice requirement of FAR 52.216-19 (d).
(4) The total of the delivery orders issued during the base contract period will apply to the minimum guarantee stated in this paragraph (c). The Government's obligations with regard to the guarantee will be satisfied when the total of the delivery orders equals or exceeds the guaranteed quantity or guaranteed dollar value, as applicable.
(d) If this is an Invitation for Bids (IFB) and the Government elects to award a different quantity than that solicited or bid upon, the delivery schedule will be changed in direct proportion to the change in quantity. If this solicitation involves a partial set-aside, the Government will consider each destination (or combined destinations) separately in awarding the set-aside portion. The destination(s) appearing on page(s) is (are) the non set-side portion.

I16C18 52.216-9023 ADDITIONAL ORDERING LIMITATION (APR 2008) DLAD

I16C23 52.216-9030 ECONOMIC PRICE ADJUSTMENT - DEPARTMENT OF LABOR PRICE INDEX (NOV 2011) DLAD

(a) WARRANTIES. The Contractor warrants that--
(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and
(2) The prices to be invoiced shall be computed in accordance with the provisions of this clause.
(b) DEFINITIONS. As used throughout this clause--
(1) 'Price Index' for the purpose of price adjustment under this clause shall be the revised version of the Producer Price Index(es) reported in the monthly publication entitled, 'Producer Price Indexes', published by the U.S. Department of Labor (DOL), Bureau of Labor Statistics (BLS) for the following code number(s) and title(s):
WPU1081 (Nuts, Bolts, and Screws)
(2) 'Base price index' is the arithmetic average of the final version of the indexes published for the two months preceding the closing date for receipt of proposals or the date required for receipt of final proposal revisions, if discussions were held.
(3) 'Adjusting price index' shall be the two month arithmetic average of the index first published for the two months prior to the month in which the adjusting contract modification is effective.
(4) 'Base unit price' is the unit price applicable to a quantity of a contract line item established at contract award, exclusive of any price adjustment pursuant to this clause.
(5) 'Adjustment period' is the period during which an adjustment to the unit price under this clause (calculated at the beginning of the adjustment period) will be applicable. The length of each adjustment period in months shall be calculated by dividing 12 by the number of adjustments allowed per year in (c)(1) below.
(c) Adjustments. Prior to the end of each adjustment period, the Contracting Officer shall calculate the adjusting price index and any adjusted contract unit price(s) for the next adjustment period, and modify the contract accordingly. Price adjustments pursuant to this clause shall be made by contract modification, issued by the contracting officer and will show the base price index, the adjusting price index, the base unit price, the mathematical calculations, and the changed unit price(s). The price adjustment shall be applicable to orders issued after the effective date of the contract modification establishing the unit price for the adjustment period. The price adjustment(s) for each adjustment period will be based on the percentage change between the base price index and the adjusting price index for the adjustment period, as applied to the base unit price.
(i) The Government shall be entitled to a price decrease in any particular adjustment period if the adjusting price index is less than the base price index. There shall be 1 adjustments per contract year.
(ii) Example of adjustment calculation: Base Price Index- 109.88*
Adjusting Price Index- 112.72* Less Base Price Index- 109.88
Change to Index - 2.84

Divide Change to Index
By Base Price Index- 2.84 / 109.88 = .0258 (2.58%)**

Multiply by the
Base Unit Price- \$50.00 x .0258 = \$1.29*** =Unit Price Adjustment
Adjusted Unit Price = \$51.29
* In computing the base and adjusting price indexes, the resulting figure shall be rounded to the second decimal place.
** This figure shall be rounded to the fourth decimal place.
*** All dollar figures shall be rounded to the nearest cent.

(d) UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT. No upward ceiling shall apply under this economic price adjustment clause, unless the BLS series is based on indices below the six-digit level (an index 'below the six-digit level' in BLS usage means an index whose identifier exceeds six-digits). For any BLS series that is below the six-digit level, the following ceiling shall apply: The Contractor agrees that the aggregate of the increases in any contract unit price under this clause shall not exceed % (percent) of the original base unit price, except as provided hereafter.
(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the adjustment ceiling for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.
(2) If an increase in the price index would raise a contract unit price for an item above the current ceiling, the Contracting Officer may issue a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall promptly notify the Contractor in writing.
(e) INVOICES. The prices payable under this contract will be based on the latest adjusted unit price incorporated into the contract as of the date of order.
(f) RETROACTIVE ADJUSTMENT. The contractor may request a retroactive adjustment for orders that have been delivered during an adjustment period for which payment has already been made, based on the difference between a higher final revised index applicable to an adjustment period and the index values used in calculating the unit price for that adjustment period, and subject to the adjustment ceiling in (d) above and when the following conditions are met:
(1) The request for retroactive adjustment clearly establishes that the unit price adjustment for the adjustment period would have been higher if the final revised index had been used, and identifies all invoices and payments to which it is applicable, cites the specific index differences relating to the requested adjustment, and provides a calculation of the total net price adjustment for items delivered during that adjustment period.
(2) No retroactive adjustment shall be made under this clause unless the total dollar change for items delivered is \$1000 (\$500.00 unless otherwise stated) or more for the applicable adjustment period(s).
(3) The contractor's written request must be received by the Contracting Officer within 45 days following publication of the final revised index.
The Government shall be entitled to downward adjustment based on the difference between a lower final revised index applicable to an adjustment period and the index values used in calculating the unit price for that adjustment period subject to the limitation in paragraph (f)(2).
(g) REVISION OF PRICE INDEX. In the event--
(1) Any applicable price index is discontinued or its method of derivation is altered substantially; or
(2) The Contracting Officer determines that the price index consistently and substantially fails to reflect market conditions, the parties shall mutually agree upon an appropriate and comparable substitute and the contract shall be modified to reflect such substitute effective on the date the price index was discontinued, altered, or began to consistently and substantially fail to reflect market conditions.
(h) FINAL INVOICE. The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.
(i) DISPUTES. Any dispute arising under this clause shall be determined in accordance with and subject to the 'Disputes' clause of the contract.

I16C31 52.216-9036 EVALUATION OF OFFERS - ECONOMIC PRICE ADJUSTMENT (FEB 2009) DLAD

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I17A05 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) FAR

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

I17C05 52.217-9006 SURGE AND SUSTAINMENT (S&S) REQUIREMENTS (NOV 2011) DLAD

This solicitation includes items that are critical to support the Department of Defense's ability to conduct contingency operations. These items are designated as the S&S requirements, including the Services go-to-war requirements. S&S requirements are identified in the schedule of supplies as monthly wartime rate (MWR) or D1-D6 schedule in the solicitation, and are in addition to peacetime quantities. The objective of this requirement is to obtain contractual coverage to meet the S&S quantities and sustainable accelerated delivery specified in this solicitation. S&S coverage includes access to production capability as well as vendor owned or managed inventory/safety stocks. Offerors will be evaluated on their ability to meet the terms and conditions of the S&S requirements. S&S requirements are defined as follows:

(a) Surge and Sustainment Capability means the ability of the supplier to meet the increased quantity and/or accelerated delivery requirements, using production and/or supplier base capabilities, to support increased requirements with accelerated delivery, such as for Department of Defense (DOD) contingencies or emergency peacetime requirements. This capability includes both the ability to ramp-up to meet accelerated delivery and/or increased quantities (i.e., Surge), as well as to sustain an increased production and delivery pace throughout the contingency (i.e., Sustainment).

The spectrum of possible contingencies ranges from major theater wars to smaller-scale military operations.

(b) S&S Quantity and Accelerated Delivery Schedule are identified on an individual item basis, based on the Services wartime planning requirements. The surge quantities are identified by Monthly Wartime Rate (MWR) as a percentage or an exact number; however, some items may require different delivery schedule such as D1-D6 schedule. The S&S quantity and delivery requirements are above and beyond the peacetime requirements.

(c) S&S Capability Assessment Plan (CAP), (previously referred to as the 'Surge Plan'). The CAP provides the offeror's method of covering S&S requirements, identification of competing priorities for the same resources, and date the contractor can provide the required S&S capability. If any of the S&S quantity and delivery requirements cannot be met, the offeror must identify the shortfall and provide the best value solutions to include a proposed investment strategy to offset the shortfall. For example, the CAP may include, but is not limited to, one of the following scenarios to address wartime delivery requirements:

- (1) The S&S quantity and delivery requirements can be fully covered within the supplier's resources.
- (2) The S&S delivery schedule can be fully covered with early deliveries due to unit pack shipping (e.g., S&S quantity and delivery requirements is for 10 feet of wire every 30 days, and the wire is sold to the government in 100 ft rolls. A single delivery of one roll in the first 30 days would meet the requirement for ten 30-day delivery periods).
- (3) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and the supplier has no cost-effective investment strategy that would improve the capability to deliver according to the quantity and delivery requirements (e.g., the schedule calls for 20 o-ring seals each 30-day period, but the vendor needs a 30 day ramp-up and could deliver 40 in the second period and 20 each delivery period thereafter).
- (4) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and includes an investment strategy that would improve the supplier's capability to deliver according to the MWR or D1-D6 (e.g., the schedule calls for 20 seals each 30-day period, and the vendor can meet the schedule starting in the third ordering period but needs a Government investment to be capable of meeting deliveries in the first two months).
- (5) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a fraction of the total quantities specified); however, the supplier has

no cost-effective investment strategy that would improve the capability to deliver at the MWR or D1-D6.

(6) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a portion of the MWR or D1-D6 quantities specified), and includes an investment strategy that would improve the supplier's capability to deliver at the MWR or D1-D6.

(7) The S&S quantity and delivery requirements cannot be met with existing resources, and there is no cost-effective solution to improve the industrial capability to deliver at the MWR or D1-D6.

(d) Stock Rotation Plan. The CAP must include a stock rotation plan for Government or supplier S&S investments (e.g., lead-time materials that are purchased using Warstopper funding) to ensure the newest materials are available for production. The stock rotation plan must not preclude the supplier from making the surge deliveries.

(e) Exit Strategy. The CAP must include a proposed exit strategy describing how to transition and ramp-down S&S assets and/or Government investment. The exit strategy must be designed to conserve protected S&S resources when (1) the contract expires, (2) a follow-on contract transitions to another supplier and/or (3) the requirement is reduced or eliminated by the requiring customer(s). The exit strategy must consider peacetime demand patterns, production run levels, normal lead-times for raw materials used in the production process, and other relevant factors, and address least cost/best-value alternatives that minimize the risk of unused raw materials or the untimely disposition of other serviceable S&S assets before the contract expires.

(f) Government Investments. Use of Government investment may be considered to address S&S coverage shortfalls as specified under (c)(3) to (7) above when it is in the Government's best interest. Use of Government investment is limited per clause 52.217-9010. Contracting Officer (CO) approval is required for any Government investment request and any investment costs incurred by the supplier without the explicit written approval of the CO are the sole responsibility of the supplier.

(g) S&S Validation/Test Plan. In most cases, the Government will develop a validation/test plan prior to verifying the supplier's capability against the required S&S CAP and the Schedule. Upon request, the supplier shall submit a S&S validation/test plan that defines how the S&S capability can be verified when (1) complex industrial and manufacturing processes are involved, or (2) the supplier methodologies for gaining visibility over supplier base capabilities within an existing structure to enable a more cost-effective alternative. In any case, a validation/test plan will be developed prior to any validation/testing of the supplier's S&S capability.

(h) Agreement to Participate in S&S Validation/Testing. By submission of an offer, the supplier agrees to participate in S&S validation/testing as required by the Government to verify the S&S capability as described in the approved CAP. Validation/Testing may include any methodology that can verify the supplier's S&S capability. Validations will be conducted on randomly selected items by the Industrial Specialist after contract award and may be conducted throughout the contract period. Validation includes, but is not limited to, verification that the supplier and any subcontractor(s) have sufficient equipment, facilities, personnel, stock, pre-positioned raw material, production capabilities, visibility of supplier base resources and agreements, networks and plans for distribution (receiving, storing, packaging and issuing) and transportation services to accommodate the S&S requirements in the contract. This validation includes examination of any in-house work, review of the stock rotation plan (if applicable), and other contracts that impact the production of any added or accelerated quantities. The Government reserves the right to require validation using other methodologies when deemed appropriate by the Contracting Officer. The language in this clause does not limit the Government's right, at any time after award, to perform inspections or validate the supplier's S&S capability.

(i) Supplier Notification of S&S Capability Changes. The supplier agrees to maintain S&S capability to produce and/or deliver the S&S quantity identified in the Schedule of Supplies in accordance with the approved CAP and S&S terms and conditions throughout the life of the contract. Changes that negatively impact S&S capability must be reported in writing to the CO within ten (10) working days after the supplier becomes aware of such an impact. Such notification must include a revised S&S CAP with the supplier's proposed corrective action(s) and date when the supplier can attain the required S&S capability. Refer to 52.217-9007(a) for instructions on submitting changes to the CAP.

(j) Government Changes, Additions and Deletions to S&S Coverage. The identification of new S&S items in the peacetime schedule or increases in quantities of items

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already in the S&S schedule must be done through bilateral contract modifications. Deletion of S&S requirements or decreases in quantities will be made by the Government through unilateral contract modifications. The government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the supplier of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S and S&S quantities agreed to in the Schedule and CAP during the contingency.

(k) Early or Unexpected S&S Requirements. The supplier shall support S&S requirements to the maximum extent practical (1) prior to the supplier achieving full S&S capability agreed to in the Schedule and the CAP, and (2) for requirements exceeding those agreed upon in the Schedule and the CAP, if agreed to by the contractor and not exceeding any applicable contract maximum dollar value or quantity. The Government reserves the right to obtain S&S requirements from other sources without liability to the supplier.

(l) S&S Execution. The Government will issue a surge order or series of orders equaling the MWR or D1-D6 each month, when executing S&S requirement. S&S orders are in addition to any other requirements included in the contract and do not excuse the contractor from compliance with orders for non-S&S requirements. The order limitations clause applicable to peacetime requirements does not apply to the surge quantities if it conflicts with the quantity necessary to support a contingency. The Government reserves the right to order less than the MWR or D1-D6 quantity as specified on each surge order. Multiple orders for the same NSN may be issued to support multiple contingencies. The Government reserves the right to order in excess of the MWR or D1-D6 provided the supplier accepts the order.

(1) When a surge order is issued and Government investment is used to establish the S&S capability, the supplier must use funds generated from the order to refresh or replace S&S material (e.g., inventories of lead-time materials, partially finished units, or finished product) consumed within ninety (90) days to support future S&S requirements.

(2) When a surge order is issued and no Government investment is used to establish the S&S capability, the supplier must replace S&S material (e.g., inventories of lead-time materials, partially finished units, or finished product) consumed within ninety (90) days to support future S&S requirements.

(m) Contract Expiration or Termination. The Contracting Officer will notify the supplier and exercise the approved S&S exit strategy in accordance with the terms and conditions of the contract. The exit strategy must conserve protected S&S resources when (1) the contract expires, (2) a follow-on contract transitions to another supplier and/or (3) the requirement is eliminated by the requiring customer(s). When exercising the exit strategy, the supplier must consider peacetime demand patterns, production run levels, normal lead-times for raw materials used in the production process, and other relevant factors, and address least cost/best-value alternatives that minimize the risk of unused raw materials or the untimely disposition of other serviceable S&S assets before the contract expires.

I17C06 52.217-9007 SURGE AND SUSTAINMENT (S&S) INSTRUCTIONS TO OFFERORS (JUN 2012) DLAD

The offeror must provide a detailed approach for covering S&S requirements in the capability assessment plan (CAP) and, if required, a validation/test plan.

(a) CAP: Offerors must submit a CAP that describes the method and capability to meet the surge requirements identified as monthly wartime rate (MWR) or D1-D6 in the solicitation. (See 17.9301.) The CAP must also include the supplier's investment plan, stock rotation plan, and a proposed exit strategy to support the S&S requirement. Offerors shall complete the electronic CAP (eCAP) online using the worldwide web industrial capabilities program (WICAP) website at <https://wicap.hq.dla.mil/wicap/>. Offerors shall print a copy of the CAP summary and submit it as part of the proposal. Any changes to the CAP before solicitation closing date or after contract award must be done using the website identified above. Instructions, examples and points of contact for the CAP are available on the website. The following are exceptions to the instruction to use eCAP:

- (1) For subsistence, use the industrial capability questionnaire tool through the support planning integrated data enterprise readiness system (SPIDERS) website at <https://spiders.dla.mil/>.
- (2) For medical items, use the industrial preparedness system (IPSYS) industrial capability survey tool through the

DLA Troop Support DMMonline Directorate of Medical Materiel, single sign-on application website at <https://www.medical.dla.mil/registration/consent/default.aspx>.

(b) Validation/test plan: Offerors shall submit a validation/test plan upon Government request. The plan must address the most cost effective way and best industry practices for evaluating the stated capability. If required, any cost associated with performing a validation/test including test plan development, testing, and testing report) will be separately priced. When possible,

use statistical methods based on simulations, limited production runs, or other methods that do not require full production of the S&S requirements to conduct the validation/test. The following must be included in the validation/test plan: methodology, rating criteria (e.g., how offeror determines the stated coverage in the CAP), labor cost, material cost, and time required to conduct validation/test.

I17C07 52.217-9010 LIMITATIONS OF USE OF SURGE AND SUSTAINMENT (S&S) GOVERNMENT INVESTMENT (NOV 2011) DLAD

(a) The CAP must include the offeror's investment strategy in accordance with 52.217-9006. In the event the S&S requirement cannot be met with the supplier's resources and there is no cost effective solution to improve the industrial base capability, limited Government investment may be considered, if it is in the best interest of the Government. The supplier shall not incur any expenses before receiving written approval of Government investment from the Contracting Officer, and acts at its own risk in advance of such approval. Any government investment will only be used for obtaining S&S coverage in accordance with the terms and conditions of the contract. In the event of changes in conditions (e.g. manufacturing, labor market, industry, technology, etc.) that warrant a different investment approach to obtaining the S&S coverage, the supplier shall notify the Contracting Officer immediately upon knowledge of the change and shall submit, within 30 days thereafter, a new capability assessment plan describing the revised strategy for Contracting Officer's approval. If the initial investment has not been made or completed, the supplier will suspend S&S investment until receipt of written approval from the Contracting Officer.

(b) The contractor shall not use Government S&S investments for any purpose other than to support S&S delivery orders, unless such use has been authorized by the Contracting Officer in writing. Contractor shall submit in writing to the contracting officer any desired use of the S&S investments and consideration offered to the Government for this use.

(c) The supplier's stock rotation plan must ensure that newest materials are available for production and no material is held beyond its shelf-life expiration date, and use of Government investments (e.g., lead-time materials) is only authorized to support S&S delivery orders. A stock rotation plan must be included as part of the supplier's CAP and shall not preclude the supplier from making the surge deliveries.

I23B07 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (MAY 2011) DFARS

I25B02 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (JUN 2012) DFARS

I25B08 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JUN 2012) DFARS

I27A01 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) FAR

I27A04 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) FAR

I32A13 52.232-17 INTEREST (OCT 2010) FAR

I32B10 252.232-7010 LEVIES ON CONTRACT PAYMENTS DFARS (DEC 2006)

I32B12 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (AUG 2012) (DEVIATION 2012-00014)

This clause implements the temporary policy provided by OMB

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Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.
(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

I33C01 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011) DLAD

* * *
(c) If you wish to opt out of this clause, check here () (Vendor Fill-in).

I39C01 52.239-9000 Y2K COMPLIANCE NOTICE (JUN 2002) DLAD

I42A08 52.242-13 BANKRUPTCY (JUL 1995) FAR

I46B05 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2007) DFARS

I46C01 52.246-9000 CERTIFICATE OF QUALITY COMPLIANCE (DEC 1994) DLAD

I46C04 52.246-9053 COMMERCIAL WARRANTY (SEP 2008) DLAD

I47B02 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) DFARS

I52A01 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

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

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>

I52A02 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorize 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.

I53A01 52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

SECTION J

J15C01 52.215-9016 NOTICE TO CONTRACTORS AND DEFENSE FINANCE ACCOUNTING SERVICES (DFAS) (NOV 2011) DLAD

Per Federal Acquisition Regulation (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.

J15C02 52.215-9017 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS (APR 2008) DLAD

(a) THIS SOLICITATION/AWARD CONSISTS OF THE FOLLOWING DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:

- (1) Product Item Descriptions
- (2) Pricing Spreadsheet
- (3) Surge Spreadsheet
- (4)
- (5)

SECTION K

K09A03 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012) FAR

* * *
(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.
* * *

K09B01 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009) DFARS

K15A01 52.215-6 PLACE OF PERFORMANCE (OCT 1997) FAR

(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 address of the offeror or respondent as indicated in this proposal or response to request for 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 _____ (Vendor Fill-in)
City _____ (Vendor Fill-in)
State _____ (Vendor Fill-in)
County _____ (Vendor Fill-in)
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)

(Vendor Fill-in)

(Vendor Fill-in)

(Vendor Fill-in)

K25A01 52.225-18 PLACE OF MANUFACTURE (SEP 2006) FAR

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

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

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

(1) () [Vendor Fill-in] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside

the United States); or

(2) () [Vendor Fill-in] Outside the United States.

K25A03 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN - REPRESENTATION AND CERTIFICATION (NOV 2011) FAR

K25B01 252.225-7000 BUY AMERICAN STATUTE - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2012) DFARS

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

Line Item Number:

Country of Origin (If known): (Vendor Fill-in)

(Vendor Fill-in)

(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): (Vendor Fill-in)

(Vendor Fill-in)

K25B10 252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE - SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009) DFARS

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled 'Restriction on Acquisition of Certain Articles Containing Specialty Metals' (DFARS 252.225-7009). The offeror's designation of an item as a 'commercial derivative military article' will be subject to Government review and approval.

(Vendor fill-in)

(Vendor fill-in)

SECTION L

L03B01 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011) DFARS

L04B02 252.204-7011 ALTERNATIVE LINE ITEM STRUCTURE (SEP 2011) DFARS

L11B01 252.211-7001 AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS, DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12-L, AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (MAY 2006) DFARS

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to: <https://pcfl.bsm.dia.mil/cfolders> with the exception of Defense Supply Center Philadelphia (DSCP), Clothing & Textile which should be directed to: <https://warfighter.dia.mil/contracting/>

L15A07 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010) FAR

L15C11 52.215-9023 REVERSE AUCTION (JUL 2012) DLAD

The Contracting Officer may utilize on-line reverse auctioning as a means of conducting price discussions under this solicitation. If the Contracting Officer does not conduct a reverse auction, award may be made on the basis of initial offers or following discussions not using reverse auctioning as a pricing technique. If the Contracting Officer decides to use on-line reverse auctioning to conduct price negotiations, the Contracting Officer will notify offerors of this decision and the following provisions will apply.

(a) The award decision will be made in accordance with the evaluation factors as set forth in the solicitation. The reverse on-line auction will be used as a pricing technique during discussions to establish the final offered prices from each offeror. These prices will be used in conjunction with the evaluation factors stated elsewhere in the solicitation in order to make the award decision in accordance with the basis for award stated in the solicitation.

(b) Following the decision to conduct discussions using on-line reverse auctioning as a pricing technique, the Contracting Officer or his/her representative will provide offerors determined to be in the competitive range with information concerning the on-line auction process. The Government intends to use a commercial web-based product to conduct the reverse auction.

(c) Prior to or simultaneously with conducting the on-line reverse auction, the Contracting Officer may hold discussions with the offerors concerning matters appropriate for discussion, such as issues involving technical proposals or unbalanced pricing.

(d) The lowest offeror's price(s) for each round of the reverse auction will be disclosed to other offerors and anyone else having authorized access to the on-line auction. This disclosure is anonymous, meaning that each offeror's identity will be concealed from other offerors (although it will be known to the Government; only a generic identifier will be used for each offeror's proposed pricing, such as 'Offeror A' or 'lowest-priced offeror'). By submitting a proposal in response to the solicitation, offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other offerors, during the reverse auction.

(e) An offeror's final auction price at the close of the reverse auction will be considered its final proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the Contracting Officer decides that further discussions are needed and final proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307.

(f) The following information is provided regarding the procedures to be followed if a reverse auction is conducted. (1) Each offeror identified by the Contracting Officer as a participant in the reverse auction will be contacted by the Defense Logistics Agency's commercial reverse auction service provider to advise the offeror of the event and to provide an explanation of the process.

(2) In order for an Offeror to participate in the reverse auction, such offeror must agree with terms and conditions of the entire solicitation, including this provision, and agree to the commercial reverse auction service provider's terms and conditions for using its service. Information concerning the reverse auction process and the commercial service provider's terms and conditions is embedded within the email notification sent by the on-line reverse auction pricing tool system administrator.

(3) Offerors shall secure the passwords and other confidential materials provided by the commercial reverse auction service provider or the Government and ensure they are used only for purposes of participation in the reverse auction. Offerors shall keep their own and other offerors' pricing in confidence until after contract award.

(4) Any offeror unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the Contracting Officer or designated representative immediately. The Contracting Officer may, at his/her sole discretion, extend or re-open the reverse auction if the reason for the offeror's inability to enter pricing is determined to be without fault on the part of the offeror and outside the offeror's control.

(5) The reverse auction will be conducted using the commercial reverse auction service provider's website as embedded in the email notification. Offerors shall be responsible for providing their own computer and Internet

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connection.

(6) Training:

(i) The commercial reverse auction service provider and/or a Government representative will provide familiarization training to offerors' employees; this training may be provided through written material, the commercial reverse auction service provider's website, and/or other means.

(ii) An employee of an offeror who successfully completes the training shall be designated as a 'trained offeror.' Only trained offerors may participate in a reverse auction. The Contracting Officer reserves the right to request that offerors provide an alternate offeror employee to become a 'trained offeror.' The Contracting Officer also reserves the right to take away the 'trained offeror' designation from any trained offeror who fails to abide by the solicitation's or commercial reverse auction service provider's terms and conditions.

L16A01 52.216-1 TYPE OF CONTRACT (APR 1984) FAR

The Government contemplates award of a

[] FIRM FIXED PRICE
 [X] FIXED PRICE/ECONOMIC PRICE ADJUSTMENT
 [] FIXED PRICE/PRICE REDETERMINATION

contract resulting from this solicitation.

L17C04 52.217-9009 SURGE AND SUSTAINMENT (S&S) PRICING (NOV 2011) DLAD

(a) When pricing S&S items, the offeror will use a six-month period for the purpose of providing the offered prices for S&S requirements. However, the concept of S&S requires the offeror to surge to a delivery rate and sustain that rate throughout contingency operations that may last longer than six months or when the S&S item has a lead-time greater than six months.

(b) The offeror's proposed S&S prices will be evaluated for price reasonableness and cost realism in accordance with Federal Acquisition Regulation (FAR) 15.404-1 and 15.403. If proposed surge prices are higher than the peacetime prices, the Government reserves the right to request information other

than cost or pricing data, or, if applicable, certified cost or pricing data to determine price reasonableness and cost realism. A breakdown of the costs attributable specifically to surge may be requested. Information supporting offered surge prices must include sufficient description explaining the causes of the price difference. The information shall be provided as a separate attachment to the proposal and may be submitted in the offeror's own format unless the contracting officer requires a specific format described in the solicitation.

(c) In accordance with FAR 15.403-4, the Truth in Negotiation Act (TINA) threshold includes S&S prices. If TINA is applicable, the Contracting Officer must obtain a certified cost or pricing data if none of the exceptions in 15.403-1(b) applies. If the S&S pricing exceeds the peacetime pricing, the additional information referred to in paragraph d. below is subject to certification, as applicable, in accordance with FAR 15.406-2.

(d) The offeror should provide a proposal that contains the offeror's best terms from a price and technical standpoint. When S&S pricing exceeds peacetime pricing, the offeror's proposal must identify the additional costs, if any, for supporting S&S requirements that are above the costs associated with peacetime buys, such as premium pay for overtime and/or additional shift, cost of expedited delivery of materials from sub-tier suppliers, minimum purchase quantities from sub-tier suppliers, the cost of reserving the production capacity and maintaining extra inventory, raw materials, or components to meet the S&S requirements.

L17C05 52.217-9023 RESTRICTION OF ALTERNATE OFFERS FOR SOURCE CONTROLLED ITEMS (JUN 2008) DLAD

L33C01 52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD

L52A01 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) FAR

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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.htmlDLAD: <http://www.dla.mil/Acquisition/Pages/DLAD.aspx>

SECTION M

M11C01 52.211-9003 CONDITIONS FOR EVALUATION OF OFFERS OF GOVERNMENT SURPLUS MATERIAL (AUG 2008) DLAD

M11C02 52.211-9011 BUSINESS SYSTEMS MODERNIZATION (BSM) DELIVERY TERMS AND EVALUATION (MAY 2006) DLAD

M15C06 52.215-9022 CONTRACTOR PAST PERFORMANCE EVALUATION - AUTOMATED (NOV 2011) DLAD

(a) General.

(1) Past performance is an indicator of a contractor's ability to perform satisfactorily on future awards.

(2) When used in best value source selections, past performance information will be evaluated based upon a comparative assessment among contractors from which quotes/offers were received.

(b) Scope. Past performance information shall not be used in this acquisition to -

(1) determine a contractor's technical acceptability;

(2) make responsibility determinations.

(c) Past Performance Systems:

(1) The Defense Logistics Agency (DLA) will evaluate a contractor's past performance, including, but not limited to, their record of conforming to specifications, conformance to the standards of good workmanship, adherence to contract schedules, and commitment to customer satisfaction. DLA will utilize the following information systems in evaluation of contractor past performance: Automated Best Value System (ABVS); Past Performance Information Retrieval System - Statistical Reporting (PPIRS-SR).

(2) The ABVS is the DLA Legacy computerized past performance system that collects a contractor's existing past performance data and translates it into a numeric score. The contracting officer then uses the score as an additional evaluation factor when making best value award decisions.

(3) The PPIRS-SR is a web-enabled, government-wide application that collects quantifiable delivery and quality contractor past performance information from the Department of Defense (DoD) contracting activities.

(4) Definitions:

(i) 'Score(s),' as used in this provision, refers to the ABVS assessment of a contractor's delivery and quality performance on past DLA contracts.

(ii) 'Classification(s),' as used in this provision, refers to the PPIRS-SR assessment of a contractor's delivery and quality performance on past DoD contracts, including DLA.

(5) ABVS Scores:

(i) DLA assigns an ABVS score to each contractor based on the contractor's past performance. Contractors receive scores for performance in each Federal Supply Class (FSC scores). The FSC scores are based on DLA consolidated performance history. A contractor may have multiple FSC scores but will have only one DLA score, which is a compilation of the contractor's FSC scores for all business conducted with DLA.

(ii) The ABVS score is a combination of a vendor's delivery and quality scores; scores range from zero to a perfect score of 100.

(iii) Scores are calculated daily based upon two years of data.

(iv) ABVS delivery scores provide quantification of the number and severity of contractor-caused delinquencies, terminations, cancellations, and withdrawals for products in that FSC (or, if the contractor has no history for the particular FSC, for all products the contractor provided to DLA within the time period under consideration).

(v) ABVS quality scores reflect the number and type of quality complaints (product and packaging nonconformances) issued against a contractor for products in that FSC or for all products it provided to DLA, as described in (iv), above.

(vi) Data sources for past performance information include:

(A) Product Data Reporting and Evaluation Program (PEDREP);
 (B) Systems, Applications and Products in Data Processing (SAP);

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(C) DLA Preaward Contracting System (DPACS).
(vii) DLA will make negative quality and delivery data reflected in the ABVS score available to contractors daily for review and challenge.
(viii) For further details concerning ABVS Score calculations and contractor data challenge procedures, refer to the ABVS website.

(6) PPIRS-SR Classifications
(i) PPIRS-SR classifications are based on Federal Supply Class (FSC).
(ii) Classifications are calculated monthly based upon three years of data.
(iii) PPIRS-SR Classifications are comprised of a Delivery Score and a Quality color ranking.
(iv) The PPIRS-SR delivery score is based upon the total number of contract line items received and on weighted late deliveries.
(v) The contractor quality performance ranking is based upon a comparison among all contractors within an FSC.
(vi) Data sources for past performance information include:
(A) Product Data Reporting and Evaluation Program (PEDREP);
(B) Systems, Applications and Products in Data Processing (SAP);
(C) DLA Preaward Contracting System (DPACS);
(D) Automated Best Value System (ABVS).
(vii) PPIRS-SR will make negative quality and delivery data reflected in the PPIRS-SR Classification available to contractors for review and challenge.
(viii) For details concerning PPIRS-SR Classification calculations and contractor data challenge procedures, refer to the 'PPIRS-SR Procedural Guide for Application Development' at:
<http://www.ppirs.gov/ppirs-sr/ppirsrmanual102004.pdf>

(7) Evaluation Using ABVS Scores and PPIRS-SR Classifications
(i) The Contracting Officer will first evaluate contractors using the ABVS FSC score for the solicited FSC in effect at the time of evaluation. The Contracting Officer will use a contractor's DLA score to evaluate a contractor without an FSC score for that particular FSC. The Contracting Officer may consider the volume of business on which the FSC score is based as a measure of confidence in the score's indication of performance risk. The Contracting Officer may choose to use the DLA score if the volume of business would tend to make the FSC-specific score an inadequate indicator of performance risk. The Contracting Office also may use the DLA score if the FSC scores among contractors are relatively equal. For non-NSN items, the Contracting Officer will evaluate using a contractor's DLA score in effect at the time of evaluation. Contractors with no performance history for the particular FSC or any other FSC, Agency-wide, for the timeframe being rated will be evaluated neither favorably nor unfavorably, and will be assigned a '999.9' in ABVS.
(ii) In order for the Government to assess performance risk, if the quote/offeree having the lowest evaluated price also has an ABVS FSC score below 70 and would potentially be bypassed under best value in favor of a higher priced quote/offeree with a higher ABVS FSC score, then past performance evaluation will be accomplished using PPIRS-SR, in lieu of ABVS, for all quotes/offers received.
(iii) Evaluation of PPIRS-SR delivery assessments will be based upon a numerical scale ranging from 0 (low) to 100 (high). A 0 (zero) delivery score with '0 (zero) lines is used to designate instances wherein the contractor has no history for the particular FSC being rated.
(iv) In PPIRS-SR, contractor quality will be assessed based upon relative ranking among all contractors within a given FSC.
(v) In the case of a contractor without a record of relevant past performance or for whom information on past performance is not available in the PPIRS-SR, the contractor will be evaluated neither favorably nor unfavorably on past performance.
(vi) Contractor caused discrepancies or delinquencies will be reflected in a contractor's past performance assessment. Repair, replacement or reimbursement of quality and packaging defects will not provide relief of negative DLA performance data. Contractor caused delivery extensions, regardless of consideration paid, will be reflected in the delivery score.
(8) The Contracting Officer may collect and analyze other information in addition to ABVS/PPIRS-SR past performance information for requisitions in excess of the SAT.

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FAR

Surge Item #	NSN	MWR
0180	5320000064939	150
0181	5320001176835	2
0182	5320001182005	2
0183	5320001182006	3
0184	5320001182016	2
0185	5320001182018	2
0186	5320001182066	1
0187	5320001182069	2
0188	5320001703645	137
0189	5320005340831	16
0190	5320005510177	10
0191	5320005583231	5
0192	5320005583786	30
0193	5320005583824	3
0194	5320006849658	2
0195	5320006849907	2
0196	5320007219062	6
0197	5320008270496	81
0198	5320010430065	41
0199	5320010967396	1
0200	5320011058918	165
0201	5320011189189	2
0202	5320014499346	17