

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

1. REQUISITION
NUMBER
IQC 12347009027

PAGE 1 OF 125

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	SPM5EC13R0003	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		Al Meloni	b. TELEPHONE NUMBER (<i>No collect calls</i>) 215-737-9165	8. OFFER DUE DATE/ LOCAL TIME

<p>9. Defense Logistics Agency Troop Support 700 Robbins Avenue Philadelphia, PA 19111</p>	<p>10. THIS ACQUISITION IS</p> <p><input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: FOR <input type="checkbox"/> FOR SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8A</p> <p>NAICS: 332722</p> <p>SIZE STANDARD: 500</p>	<p>11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE</p> <p><input type="checkbox"/> 13A. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)</p> <p>13B. RATING To be specified on each delivery order</p> <p>14. THIS ACQUISITION IS <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP</p>	<p>12. DISCOUNT TERMS</p>
---	---	---	---------------------------

15. DELIVER TO CODE _____	ADMINISTERED BY CODE _____
To be specified on each delivery order	

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____	18a. PAYMENT WILL BE MADE BY CODE _____
TELEPHONE NO.	

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
--	--

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
ALL	SEE ITEM DESCRIPTION PAGES				
	(Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Gov't. Use Only)
---------------------------------------	--

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ ONE (1) COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH <input checked="" type="checkbox"/> OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK <input type="checkbox"/> 5) INCLUDING ANY ADDITIONS OR CHARGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
--	---

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

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED
---	------------------	--	------------------

32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED	33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
--	-----------------	--------------------	---------------------------------

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
---	------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
---	--------------------------

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE SIGNED	42b. RECEIVED AT (Location)
--	------------------	-----------------------------

	42c. DATE REC'D (YY/MM/DD)
--	----------------------------

**TABLE OF CONTENTS FOR
SOLICITATION NO: SPM5EC-13-R-0003**

TITLE	PAGE
Standard Form (SF) 1449 Solicitation/Contract/Order for Commercial Items	1
Continuation of any block(s) from SF 1449	2, 4-6
Caution Notice	7-9
<u>Contract Clauses</u>	
1. FAR 52.212-4 - Contract Terms and Conditions – Commercial Items	10-14
2. Addendum to FAR 52.212-4	15-25
3. FAR 52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items	26-29
4. DFARS 252.212-7001 - Contract Terms and Conditions Required to Implement Statutes or Executive orders Applicable to Defense Acquisition of Commercial Items	29-31
5. Additional Clauses including:	31-32
FAT, CSI, PLT, & PVT Clauses Required or may be required-	33-54
Any Contract Documents, Exhibits, or Attachments (PID, Perintent QAPs)	55-90
Offer/Pricing Spreadsheet	89
Reverse Auction, Eval & Accept Part # Items & Agency Protests Clauses	90-98
<u>Solicitation Provisions</u>	
1. FAR 52.212-1 - Instructions to Offerors – Commercial Items	99-103
2. Addendum to FAR 52.212-1	104-106
3. FAR 52.212-2 - Evaluation – Commercial Items	107
4. Addendum to FAR 52.212-2	107-109
5. FAR 52.212-3 - Offeror Representations and Certifications – Commercial Items	110-117
6. Addendum to FAR 52.212-3 (Certifications, Surplus Material, Buy American Act)	118-124
7. DFARS 252.212-7000 - Offeror Representations & Certs– Commercial Items	125

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS - SF 1449
(CONTINUATION SHEET)****1. Block 8**Offer Due Date/Local Time: March 26, 2013 1:00 PM**2. Block 9 (continued)****Mailed offers should be sent to:**DLA Troop Support
Post Office Box 56667
Philadelphia, PA 19111-6667Solicitation No: SPM5EY -13-R-0003Opening/Closing Date and Time: March 26, 2013 1:00 PM**Handcarried Offers should be delivered to:**DLA Troop Support
Business Opportunities Office
Building 36, 2nd Floor
700 Robbins Avenue
Philadelphia, PA 19111-5092Solicitation No: SPM5EC-13-R-0003Opening/Closing Date and Time : March 26, 2013 1:00 PM

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

Note: All handcarried offers are to be delivered between 8:00 a.m. and 5:00 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 8 of the Standard Form 1449.

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)7377354. 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).

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS - SF 1449 (CONTINUATION SHEET)

Facsimile offers are NOT authorized for this solicitation.

3. Block 17a: Offeror’s assigned DUNS Number:_____.

(If you do not have a DUNS number, contact the individual identified in Block 7a or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

Offeror’s CAGE Code: _____.

4. Block 17b: Remittance Address: (if different from Contractor/Offeror address in block 17a.)

“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.: SPM5EY-13-R-0003

Offer Due Date/Time: March 26, 2013 1:00 PM

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 acquisition is being processed under the authority of Federal Acquisition Regulations (FAR) Part 12. Offers will be evaluated under the streamlined procedures of FAR Subpart 13.5.

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 ineligible for consideration.

Defense Logistics Agency (DLA) Troop Support seeks to place four (4) Source Controlled Bolts with designated Approved Sources & associated Part Numbers under long term contract(s) as a result of this solicitation. These Bolts are Critical Safety items and have First Article Testing requirement. All items are grouped within the following FSCs: 5306. There are 4 items listed on the Price Evaluation List of items (formerly identified as the Core List of items) in the attached spreadsheet that will be evaluated and awarded under this solicitation. There is no minimum Offer limitations for this solicitation, Offers can provided on one or all items. Each individual item will be evaluated and awarded individually utilizing Tradeoff Source Selection Procedures. Offers submitted on an "all or none" basis will not be considered for award. 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. In addition, the Government may award similar CSI items with FAT requirements to resultant contract(s) after award using the Add/Delete Clause.

Each contract awarded as a result of this solicitation will have a base period of 2 years and 3 one-year option periods. Offerors must submit pricing for the 2-year base period on the attached spreadsheet. An Economic Price Adjustment (EPA) will apply to each option period in accordance with DLAD 52.216-9030 set forth in this solicitation.

The annual estimated quantity for each item listed on the Price Evaluation List of items (formerly identified as the Core List of items) is set forth on the attached spreadsheet. The estimated dollar value for the 2-year base period for all 4 items listed is **\$1,849,072.00**. 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.

The guaranteed minimum for the 2-year base period for each contract awarded under this solicitation will be 10% of the estimated dollar value for the base period for that contract. There will be a contract maximum **dollar value of \$4,622,680.00** 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.

All items must be delivered in 360 days or less. Inspection/Acceptance requirements will be noted on each delivery order. The Government envisions inspection/acceptance of items to be source inspection.

Destination: Delivery shall be to any destination within the Contiguous United States and the District of Columbia, excluding Alaska and Hawaii. Pricing for all items must be FOB Destination. 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.

Contractors will receive payment by invoicing DFAS. Invoices to DFAS should be submitted electronically and will be paid by the Wide Area Workflow system (WAWF). All contractors must be registered in the "System for Award Management (SAM)" in order to receive payment.

Offerors are required to submit representations and certifications electronically via SAM. See FAR 52.204-99, FAR 52.212-3 and FAR 52.212-3 (j) for additional information. The SAM website can be found at <http://sam.gov>.

An offeror who is a large business concern will be required to submit a Subcontracting Plan with its initial offer. In the event that an annual or division-wide Subcontracting Plan is submitted, offerors are reminded that the Plan should be current, approved and cover the Company's fiscal year, which must be identified. A current annual company or division-wide Subcontracting Plan previously approved by another Government Agency may be submitted in response to this solicitation. All Plans approved by another Government Agency must be accompanied by the letter of approval issued by that Agency. If an offeror submits a previously approved Plan, that is nearing expiration, that plan should be submitted to the Contracting Office that approved the initial plan at least sixty (60) days before the existing Plan expires. Offerors should refer to **FAR 52.219-16, LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (Jan 1999)** in FAR 52.212-5.

Attachments to the solicitation including but not limited to the Item Descriptions and a pricing spreadsheet (page 89) can be found with the solicitation in DIBBS. Additionally, copies of this solicitation and accompanying documents (i.e., item descriptions, pricing spreadsheets, universe of items), can be found at the following website: <http://www.troopsupport.dla.mil/Hardware>.

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.

Please provide pricing on the attached pricing spreadsheet 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 the 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.

Note: All references to FAR 52.204-7 should be read as FAR 52.204-99.

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 honesty. 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.

Surge Requirements: None Applicable

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.

A reverse auction may be conducted to determine the low priced offeror. Please see Clause 52.215-9023.

In accordance with clause DLAD 52.216-9030 –the Price Evaluation List of items (formerly identified as the Core List of items) are provided with **WPU 1081-05 (Aircraft/Aerospace Items)**

The following applies to the ADDITION/DELETION OF ITEMS:

A. ADDS:

1. Additions by the Government:

If the Government makes several awards under this 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 select the awardee utilizing Tradeoff Source Selection procedures, considering price and past performance. Past performance will be significantly more important than price. The contracting officer will evaluate past performance and may consider 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; the Contractor's Automated Best Value System (ABVS) scores; Past Performance Information Retrieval System (PPIRS) scores; 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.

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 cancellation with no cost to either party.

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

(a) *Inspection/Acceptance.*

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.*

The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.*

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.*

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.*

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable Delays.*

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

FAR 52.212-4 (continued)

- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration; or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

- (h) *Patent Indemnity.*

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

- (i) *Payment.*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer(EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the --

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

- (6) *Interest*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until the date paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

FAR 52.212-4 (continued)

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 33.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under the contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on --

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of Loss.*

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.*

The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's Convenience.*

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(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 it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.*

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

FAR 52.212-4 (continued)**(o) Warranty.**

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of Liability.

Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other Compliances.

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with Laws Unique to Government Contracts.

The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of Precedence.

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR 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 CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(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 FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR 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.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

FAR 52.212-4 (continued)

Alternate I (Oct 2008) [Applicable only when a time-and-materials or labor-hour contract is contemplated.]

If preceded by an X, the following paragraphs of 52.212-4 contain additional language:

<u>Paragraph</u>	<u>Additional Language</u>
[X] (a)	FAR 52.246-2, <i>Inspection of Supplies - Fixed Price</i> , is hereby included in this contract and takes precedence over FAR 52.212-4(a). (if source inspection is required or invoked).
[] (i)	FAR 52.213-1, <i>Fast Payment Procedure</i> , DLAD 52.212-9001, <i>Application of Fast Payment to Part 12 Acquisitions</i> , and DLAD 52.213-9009, <i>Fast Payment Procedure</i> , apply and are hereby incorporated by reference. The Government will pay invoices based on the Contractor's delivery of supplies to a post office or common carrier (or, in shipments by other means), to the point of first receipt by the Government.

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.

ADDENDUM TO FAR 52.212-4

THE CLAUSES LISTED BELOW ARE INCORPORATED 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. A CLAUSE WITH AN AUTHORIZED DEVIATION IS SO MARKED AFTER THE DATE OF THE CLAUSE. (Also, the full text of solicitation clauses and provisions may be accessed electronically at the following websites):

FAR: <https://www.acquisition.gov/far/index.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/Documents/DLAD%20Rev%205.htm>

CLAUSE NUMBER**TITLE/DATE**

CLAUSE NUMBER	TITLE/DATE
FAR 52.204-4	Printed or Copied D-S on Recycled Paper May 2011
FAR 52.204-99	Award Management Registration Aug 2012
FAR 52.211-17	Delivery of Excess Quantities Sep 1989
FAR 52.227-1	Authorization and Consent Dec 2007
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement Dec 2007
FAR 52.232-17	Interest Oct 2010
FAR 52.242-13	Bankruptcy July 1995
FAR 52.242-15	Stop-Work Order Aug 1989
FAR 52.247-34	FOB Destination Nov 1991
FAR 52.247-48	FOB Destination-Evidence of Shipment (applies to items if source inspection is required or invoked) Feb 1999
FAR 52.253-1	Computer Generated Forms Jan 1991
DFARS 252.203-7002	Requirement to inform employees of Whistleblower Rights Jan 2009
DFARS 252.204-7003	Control of Government Personnel Work Products Apr 1992
DFARS 252.209-7004	Subcontracting with Firms that are owned or Controlled by the Government of a Terrorist Country Dec 2006
DFARS 252.223-7008	Prohibition of Hexavalent Chromium May 2011
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors Jun 2012
DFARS 252.232-7010	Levies on Contract Payments Dec 2006
DFARS 252.246-7000	Material Inspection and Receiving Report (applies to items if source inspection is required or invoked) Mar 2008
DFARS 252.246-7003	Notification of Potential Safety Issues (applies if items are CSI or become CSI) Jan 2007
DLAD 52.211-9004	Priority Rating for Various LTCs Nov 2011
DLAD 52.211-9005	Conditions for Evaluation and Acceptance of CSI Items (applies if items are CSI or become CSI) Nov 2011
DLAD 52.211-9006	Changes in Contractor Status, Item Acquired (applies if items are CSI or become CSI) Jul 2002
DLAD 52.211-9007	Withholding of Material Review Board (applies if items are CSI or become CSI) Nov 2011
DLAD 52.211-9010	Shipping Label Requirements -Military Standard (MIL-STD) -129P and Alt I (Aug 2005) Mar 2012
DLAD 52.211-9014	Contractor Retention of Traceability Documentation Aug 2012
DLAD 52.211-9020	Time of Delivery-Accelerated Delivery Jun 2008
DLAD 52.211-9023	Substitution of Item after award Nov 2011
DLAD 52.211-9033	Packaging and Marking Requirements Apr 2008
DLAD 52.211-9036	Physical Item Identification/Bare Item Marking Nov 2011
DLAD 52.215-9018	Authorized Limitation Apr 2008
DLAD 52.216-9023	Additional Ordering Limitation Apr 2008
DLAD 52.216-9036	Evaluation of Offers-EPA Feb 2009
DLAD 52.239-9000	Y2K Compliance Notice Jun 2002
DLAD 52.246-9000	Certificate of Quality Conformance Dec 1994
DLAD 52.246-9003	Measuring & Test Equipment (applies to items having measuring & test equipment requirements) Nov 2011
DLAD 52.246-9004	Product Verification Testing (applies to items that require PVT) Nov 2011
DLAD 52.246-9007	Inspection and Acceptance at Destination (applies to items that require destination inspection) Aug 2007
DLAD 52.246-9008	Inspection and Acceptance at Origin (applies to items if source inspection is required or invoked) Nov 2011
DLAD 52.246-9019	Material and Inspection Report (applies to items if source inspection is required or invoked) Apr 2008
DLAD 52.246-9064	Quality Conformance Inspection Requirements (applies to items that require Quality Conformance inspections requirements) Nov 2011
DLAD 52.247-9012	Requirements for Treatment of Wood Packaging Material (WPM) Feb 2007
DLAD 52.247-9029	Shipping Instructions Nov 2011
DLAD 52.247-9031	Manufacturer's Loading Practices Nov 2011
DLAD 52.247-9035	Shipping Instructions (Domestic) Nov 2011

FAR 52.232-99 -- Providing Accelerated Payment to Small Business Subcontractors (DEVIATION 2012-00014) (August 2012)

This clause implements the temporary policy provided by OMB 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.

DFARS 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (SEPT 2011)

(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 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.1.1.11:

- (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—

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to—

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

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

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

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall—

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) *Data syntax and standards.* The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).

(e) *Advance shipment notice.* The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS [252.232-7003](https://www.fda.gov/oc/2013/03/25/252.232-7003), Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

DLAD 52.211-9022 Superseded Part-Numbered Items Nov 2011

(a) Part number (P/N) changes. Part number changes are acceptable only when the offeror completes the following verification:

The offeror represents that the P/N requested in the solicitation has been changed from Commercial and Government Entity (CAGE) code _____, P/N _____ to P/N _____ and that this is a part number change only. The reason for the change is _____.

The offeror represents that there has been no change to the parts form, fit, function, configuration, application, or physical nature and is therefore an exact item of replacement. Any award issued to the offeror for the new, superseding P/N shall be based on this verification. The Government may cancel any award for P/Ns determined to be unacceptable, and return any unacceptable parts for full refund including reimbursement for shipping charges. The Government also reserves the right to dispose of the unacceptable part, at Contractor expense.

The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements.

(b) If an item is superseded during the term of this award, the Contractor shall advise the Contracting Officer within fifteen (15) business days of such determination, or within five (5) business days if the superseded item is covered by a delivery order issued prior to the determination. The notice shall include complete information concerning the replacement item as it relates to the form, fit, and function, configuration, application, or physical nature of the superseded item. The Contracting Officer will determine whether the replacement item is acceptable to the Government, advise the Contractor within fifteen (15) business days, and modify the contract accordingly.

DLAD 52.211-9069 Time of Delivery – Ordering Office. Nov 2011

Material ordered under the terms of this contract shall be delivered within (360) days after the date of the order. Notwithstanding any other provisions or clauses of this contract, no deliveries shall be made prior to issuance of the delivery order on Department of Defense (DD) Form 1155.

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

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the Contracting Officer may, by written order, change (1) the method of shipment or packing, and (2) the place of delivery. If any such change causes an increase in the cost of, or the time required for performance, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment from the date of receipt of the modification.

“Contingency operation” means a military operation that -

(i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

(ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, Chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

“Humanitarian or peacekeeping operation” means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302 (8) and 41 U.S.C. 259 (d)(2)(B)).

DLAD 52.216-9006 ADDITION/DELETION OF ITEMS AUGUST 2005

(a) The Government reserves the right to unilaterally delete items that were available from only one manufacturer at the time of award if an alternate source of supply becomes available or the Government’s requirements are modified to provide for full and open competition. The Government will provide a 30 day advance notice to the Contractor prior to deleting any item from the contract.

(b) New items may be added to the contract through bilateral modification with negotiated prices. All new requirements are subject to synopsis prior to addition to the contract.

(c) Discontinued items:

(1) The Contractor agrees to provide the Government with immediate, written notification when an item is to be discontinued by the manufacturer, including a recommendation for any potential substitute or replacement items. If the Government elects to include a substitute or replacement item in the contract, the contract will be modified accordingly.

(2) If an item is discontinued without replacement, the notice should include a recommendation concerning the availability of items that are comparable in form, fit, and function. The Contractor shall not incur any costs related to alternate sources of supply without the express written approval of the Contracting Officer. The Government has the option to make a last time order, or series of orders, within 30 days after receiving written notification of the discontinued item after which the item will be deleted from the contract. The Contractor shall honor any last time order unless it is returned to the ordering office within 10 days after issuance, with written notice stating the full quantity is not available for shipment. The terms of such order(s) will be negotiated by the parties, including changes to the delivery schedule and maximum quantity available for shipment.

DLAD 52.216-9007 Contract and Delivery Order Limitations. Nov 2011

[x] (a) Delivery orders will specify delivery no less than 360 days from the date of order. Changes or cancellations to delivery orders may be made by giving the Contractor notice no less than 7 days [remembering that days are always calendar days unless otherwise defined] before the required delivery date.

(b) Maximum contract limitation. The maximum quantity or maximum dollar value that may be ordered against this contract is \$4,620,945.10.

Note: The maximum dollar value is 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 the max dollar value cited above.

(c) Guaranteed minimum.

(1) The Government guarantees that it will order under this contract (and under the contract awarded for any partial set-aside) the following minimum, as applicable:

[] (i) Base period of one year.

_____ (Quantity)

_____ (Percentage of the annual estimated quantity or dollar value)

[X] (ii) Base period of two or more years.

_____ (Quantity) multiplied by _____.

10% (Percentage) multiplied by **estimated base dollar value of each contract awarded.**

[] (iii) The following minimum quantities within the time periods prescribed (quarter (QTR) represents a three-month period computed from date of award):

Contract Line-Item (CLIN) First Quarter Second Quarter Third Quarter Fourth Quarter

[] (iv) The Contractor will not be obligated to honor any order with F.o.b. Destination terms that requires delivery to a single destination of a quantity less than that shown below:

CLIN	Minimum Quantity Per Destination
------	----------------------------------

(2) The Government may fulfill the guarantee by a single delivery order or by any number of delivery orders subject to the minimum per order specified in the clause Order Limitations, Federal Acquisition Regulation (FAR) clause 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) N/A is (are) the non-setaside portion.

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

(a) Warranties. The Contractor warrants that--

(1) The base 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 producer price index(es) reported in the monthly publication entitled, "Producer Price Indexes", published by the United States (U.S.) Department of Labor (DOL), Bureau of Labor Statistics (BLS) for the following code number(s) and title(s):

WPU 1081-05 (Aircraft/Aerospace Items) -

(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 a particular 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 index and any adjusted contract unit price(s) for the new 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.

(1) 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 **No more than 1** price adjustment per contract year.

(2) 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 =	$2.84 / 109.88 = .02585$ (2.585%)**
Multiply by the base unit price =	$\$50.00 \times .02585 = \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 **10%** (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 so 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 equitable 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 equitable adjustment shall be made under this clause unless the total dollar change for items delivered is **\$1000** 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 a 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.

Note: For purposes of this contract there will be more than a one year base contract period; the base contract period will be two years. Therefore, there will be no price adjustment at the end of the first year. Adjustment, if applicable, will take place after expiration of the two year base period if the option is exercised.

DLAD 52.247-9038 Shipping Instruction for DLA Direct Acquisitions. Nov 2011

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

FAR 52.211-16 VARIATION IN QUANTITY (APR 1984)

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

(b) The permissible variation shall be limited to:

 0 % increase 5 % decrease

This increase or decrease shall apply to ALL ITEMS.

DFARS 252.216-7006 Ordering May 2011

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued

from **the effective date of the contract**

through **2 years from the base contract effective date.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

- (c)
- (1) If issued electronically, the order is considered “issued” when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.
 - (2) If mailed or transmitted by facsimile, a delivery order or task order is considered “issued” when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.
 - (3) Orders may be issued orally only if authorized in the schedule.

FAR 52.216-19 -- Order Limitations Oct 1995

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **25% AEO**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

- (1) Any order for a single item in excess of **100% AEO** -or-
- (2) Any order for a combination of items in excess of ___N/A_____ -or-
- (3) A series of orders from the same ordering office **within 60 days** that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office **within 3** days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

FAR 52.216-22 -- Indefinite Quantity Oct 1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 540 days after the termination of the last ordering period of the contract.

FAR 52.217-9 -- Option to Extend the Term of the Contract Mar 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within **3 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

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

FAR 52.246-11 -- Higher-Level Contract Quality Requirement. Feb 1999

(applies if higher level contract quality requirements are invoked or required on the initial Price Evaluation List of items (formerly identified as the Core List of items) or add items)

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
	MIL-I-45208 or ISO 9000			
	Q-STD-1			
	QAP 00506 & QAP EQ 0003			

FAR 52.252-6 -- Authorized Deviations in Clauses April 1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any _____. [insert regulation name] (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2013)

(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, Combatting 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.]

- (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).
- (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 (JUNE 2010) (Section 1553 of Pub. L. 111-5).
 (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (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). Applies to contracts funded under the Act.
- (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).
- (7) **52.209-9**, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).
- (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. 110-61)
- (9) **52.219-3**, Notice of Total 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]
- (12) (i) **52.219-6**, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
 ___ (ii) Alternate I (NOV 2011)
 ___ (iii) Alternate II (NOV 2011)
- (13) (i) **52.219-7**, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
 ___ (ii) Alternate I (OCT 1995) of 52.219-7
 ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- (14) **52.219-8**, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(4)).
- (15) (i) **52.219-9**, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637 (d)(4)). *[Add Alternate I when using Sealed Bidding procedures. Add Alternate II when subcontracting plans are required at time of initial proposal; generally, this Alternate should be included. Add Alternate III for actions not reported in FPDS.]*

- ___ (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (iv) Alternate III (JULY 2010) of 52.219-9.

- ___ (16) **52.219-13**, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r))
- ___ (17) **52.219-14**, Limitations on Subcontracting (DEC 1996) (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)).

[Paragraph 19 is not applicable to DoD contracts and has been deleted. Paragraphs 20 and 21 are not applicable to DoD contracts at this time.]

- ___ (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 Total Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657 f)
- (23) **52.219-28**, Post Award Small Business Program Rerepresentation (APRIL 2012) (15 U.S.C. 632(a)(2)).
- ___ (24) **52.219-29**, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012)
- ___ (25) **52.219-30**, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012)
- (26) **52.222-3**, Convict Labor (JUNE 2003) (E.O. 11755).
- (27) **52.222-19**, Child Labor - Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- (28) **52.222-21**, Prohibition of Segregated Facilities (FEB 1999).
- (29) **52.222-26**, Equal Opportunity (MAR 2007) (E.O. 11246).
- (30) **52.222-35**, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (31) **52.222-36**, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- (32) **52.222-37**, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (33) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496)
- (34) **52.222-54**, Employment Eligibility Verification (JULY 2012) (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 Products (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C))
- ___ (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
- (38) **52.223-18**, Encouraging Contractor Policies to Ban Text Messaging While Driving AUG 2011)(E.O. 13513)

[Paragraphs (39) - (41) are not applicable to DoD contracts and have been deleted.]

- (42) **52.225-13**, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.o.s., proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (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)

[Paragraph (51) is not applicable to DoD contracts and has been deleted.]

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

- ___ (1) **52.222-41**, Service Contract Act of 1965 (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) **52.222-17**, Nondisplacement of Qualified Workers (JAN 2013)(E.O. 13495)
- ___ (8) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247)
- ___ (9) **52.237-11**, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112 (p)(1))

(d) *Comptroller General Examination of Record.*

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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

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

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

- (i) **52.203-13**, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note))
- (ii) **52.219-8**, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontractor (except subcontracts to small business concerns) exceeds \$650,000 (\$1,500,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) **52.211-17**, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flowdown required in accordance with Paragraph (1) of FAR 52.222-17.
- (iv) **52.222-26**, Equal Opportunity (MAR 2007)(E.O. 11246);
- (v) **52.222-35**, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212);
- (vi) **52.222-36**, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);
- (vii) **52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flowdown required in accordance with Paragraph (f) of FAR 52.222-40.
- (viii) **52.222-41**, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*)
- (ix) **52.222-50**, Combatting 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 (JULY 2012)
- (xiii) **52.226-6**, Promoting Excess Food Donations to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with Paragraph (e) of FAR 52.226-6.

[Paragraph (xiv) is not applicable to DoD contracts and has been deleted.]

(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.

[If the acquisition uses American Recovery and Reinvestment Act funds, ALT II (OCT 2010) of FAR 52.212-5 applies.]

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

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in the contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

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 DFARS 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.

- (1) **252.203-7000**, Requirements Relating to Compensation of Former DoD Officials (Sep 2011)(Section 847 of Pub. L. 110-81)
- (2) **252.203-7003**, Agency Office of the Inspector General (Dec 2012) (Section 6101 of Pub. L. 110-252, 41 U.S.C. 3509 note)
- (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) (Aug 2012) (15 U.S.C. 637)
- (5) **252.219-7004**, Small Business Subcontracting Plan (Test Program) (Jan 2011) (15 U.S.C. 637 note)
- (6) (i) **252.225-7001**, Buy American and Balance of Payment Program (Dec 2012) (41 U.S.C. Chapter 83, E.O. 10582)
- (ii) 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)

- (8) **252.225-7009**, Restriction on Acquisition of Certain Articles Containing Specialty Metals (June 2012) (10 U.S.C. 2533b)
- (9) **252.225-7012**, Preference for Certain Domestic Commodities (Dec 2012) (10 U. S. C. 2533a)
- (10) **252.225-7015**, Restriction on Acquisition of Hand or Measuring Tools (June 2005) (10 U.S.C. 2533a).
- (11) **252.225-7016**, Restriction on Acquisition of Ball and Roller Bearings (June 2011) (Section 8065 of Pub L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12) **252.225-7017**, Photovoltaic Devices (Dec 2012) (Section 846 of Pub. L. 111-38)
- (13) (i) **252.225-7021**, Trade Agreements (Dec 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) (Insert _____ in paragraph (b)(1))
- (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 (Dec 2012) (41 U.S.C.Chapter 83 and 19 U.S.C. 3301 note)
- (ii) Alternate I (June 2012) of 252.225-7036
- (iii) Alternate II (Nov 2012) of 252.225-7036
- (iv) Alternate III (June 2012) of 252.225-7036
- (v) Alternate IV (Nov 2012) of 252.225-7036
- (vi) Alternate V (Nov 2012) of 252.225-7036
- (17) **252.225-7038**, Restriction on Acquisition of Air Circuit Breakers (June 2005) (10 U.S.C. 2534(a)(3))
- (18) **252.225-7039**, Contractors Performing Private Security Functions (June 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)
- (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 (Feb 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 (June 2012), if applicable (see 227.7102-4(c))
- (23) **252.232-7003**, Electronic Submission of Payment Requests (June 2012)(10 U.S.C. 2227)
- (24) **252.237-7010**, Prohibition on 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).
- (26) **252.243-7002**, Requests for Equitable Adjustment (Dec 2012)(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 (Sept 2010) (Section 884 of Public Law 110-417)
- (29)(i) **252.247-7023**, Transportation of Supplies by Sea (May 2002)(10 U.S.C. 2631).
- (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 or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 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 (June 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 (Feb 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 (June 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 Pub. L. 108-375).
- (7) **252.247-7003**, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Sept 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).

DFARS 252.225-7010 Commercial Derivative Military Article—Specialty Metals Compliance Certificate. (July 2009)

(a) *Definitions.* “Commercial derivative military article,” “commercially available off-the-shelf item,” “produce,” “required form,” and “specialty metal,” as used in this provision, have the meanings given in the clause of this solicitation entitled “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (DFARS [252.225-7009](#)).

(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.

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor’s good faith estimate of the greater of—

- (1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or
- (2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.'

IQC 12347009027

NSNs: 5306-00-095-6413, 5306-00-316-7426, 5306-01-096-5592 & 5306-01-096-5596

Nomenclature: CSI Bolts with FAT

Item Descriptions: As stated in the Caution Notice, item descriptions are 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.

THE FOLLOWING STAMP APPLIES TO EACH LINE ITEM:

OFFER BASED ON:

MANUFACTURER'S

NAME AND PART NUMBER: (see item description for applicable cage code)

First Article Test, Critical Safety Item & PLT Clauses Required:

First Article Testing by the Contractor must be provided for NSNs: 5306-01-096-5592 & 5306-01-096-5596. First Article Testing by the Government & PLT must be provided for NSNs: 5306-00-095-6413 & 5306-00-316-7426 in accordance with the following:

**FAR 52.209-3: First Article Approval -- Contractor Testing (Sep 1989).
(NSNs: 5306-01-096-5592 & 5306-01-096-5596)**

- (a) (1) For Line Item 0003, NSN 5306-01-096-5592
(2) For Line Item 0002, NSN 5306-01-096-5596

The Contractor shall test 1 (one) unit(s) of Lot/Item 9907 as specified in this contract. At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 45 calendar days from the date of this contract to:

**U.S ARMY RDEO AMRDEC
RDMR-SEC
BLDG 5400 A300, FOWLER ROAD
RREDSTONE ARSENAL, AL 35898-500**

marked "First Article Test Report: Contract No. -----, Lot/Item No.9907. Within 60 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

- (1) progress payments, or
- (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

Alternate I (Jan 1997). As prescribed in [9.308-1\(a\)\(2\)](#) and (b)(2), add the following paragraph (i) to the basic clause:

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

Alternate II (Sep 1989).

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

- (1) progress payments, or
- (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

DLAD 52.209-9017: FIRST ARTICLE – CONTRACTOR TESTING – ADDITIONAL REQUIREMENTS (NOV 2011) (NSNs: 5306-01-096-5592 & 5306-01-096-5596)

(a) For the lots/items identified in this contract as requiring “Contractor First Article Test (FAT) (including test report)” in accordance with the clause at Federal Acquisition Regulation (FAR) 52.209-3, the Contractor shall –

(1) Conform with technical requirements stated and/or referenced in the solicitation; including number of units to be tested, data required, performance or other characteristics that the first articles shall meet, sequence of processes, tests to which the first articles shall be subjected, and conformance criteria for each requirement specified; and

(2) Provide all facilities, equipment and personnel required to perform the examination and evaluation of the first article when first article testing will be conducted at the Contractor's plant. The Government reserves the right to charge the Contractor for any additional costs of

examination and evaluation caused by failure of the Contractor to make available the first article or the required facilities, equipment or personnel, at the time the Contractor advised the testing would take place (see paragraph (a) of the clause at FAR 52.209-3).

(3) Prepare and disseminate the FAT report as follows:

- (i) Prepare the test report in accordance with data item description DI-NDTI-80809B, entitled, "Test/Inspection Report;"
- (ii) Mark the test report, "First article test report – Contract number: [Contractor insert Contract number] and lot/item number: [Contractor insert lot/item number];"
- (iii) Present the test report to the inspecting activity quality assurance representative (QAR) for review. The QAR will –

(A) Prepare recommendations;

(B) Countersign the first article report;

(C) Forward two copies to the Contracting Officer at the buying activity; and

(D) Provide notification by e-mail, including award number, National Stock Number (NSN), and additive contract Line-item (CLIN) number, and provide copy of award, if not available in Electronic Document Access (EDA), to the Contracting Officer and to:

(2) For awards issued by DLA Troop Support:

DLA Troop Support
Attention: First Article Testing Monitor
Building 3
700 Robbins Avenue
Philadelphia, Pennsylvania 19111;

(iv) Submit the First Article Test Report to the Government activity specified in the contract within the number of calendar days from date of contract (or date of first delivery order, for indefinite delivery contracts) specified in the contract; accompanied by –

(A) Department of Defense (DD) Form 250, Material Inspection and Receiving Report, signed by the QAR and indicating Contract Quality Assurance was accomplished prior to signing the DD Form 250; and

(B) Contractor's certification that the same processes and facilities used to manufacture the first article units will be used to manufacture the production units; and

(4) Pay all costs incurred for transportation of first article samples and test reports under this contract; and, if applicable, any costs of manufacturing and re-testing additional first articles, and administrative costs to the Government for re-procurement.

(b) The Contractor shall enter an offered price in the CLIN for "Contractor First Article Test (FAT) (including test report)" that includes all costs associated with the production and testing of the first articles and the preparation of the First Article Test Report. Offers that do not cite a separate price for the "Contractor First Article Test (FAT) (including test report)" CLIN, or do not specify there is a separate charge for the "Contractor First Article Test (FAT) (including test report)" shall be evaluated under the presumption that there is no separate charge for the production and testing of the first articles and the preparation of the First Article Test Report.

**First Article Approval --Government Testing (Sep 1989).
(NSNs: 5306-00-095-6413 & 5306-00-316-7426)**

- (a) (1) For Line Item 0001, NSN 5306-00-095-6413 The Contractor shall deliver 2 unit(s) of Lot/Item 9906 within 180 calendar days from the date of this contract to the Government at:

Fleet Readiness center Southeast (FRCSE)
6206 Aviation Ave
Cecil Commerce Center
FAT Test Office
Jacksonville, FL 32221-8112
Attn: Larry Giggey 4.1.9
(904) 317-1715

- (2) For Line Item 0002, NSN 5306-00-316-7426 The Contractor shall deliver 2 unit(s) of Lot/Item 9906 within 180 calendar days from the date of this contract to the Government at:

Fleet Article Testing Office, Station 31B
Fleet Readiness Center East, Attn: Attn: 4.1.9.
Building 154B, Cleveland Drive
MCAS Cherry Point, NC 28533-5000

The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 90 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor --

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and (2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

- (1) progress payments, or
- (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

Alternate I (Jan 1997). As prescribed in [9.308-2\(a\)\(2\)](#) and (b)(2), add the following paragraph (j) to the basic clause:

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

Alternate II (Sep 1989). As prescribed in [9.308-2\(a\)\(3\)](#) and (b)(3), substitute the following paragraph (h) for paragraph (h) of the basic clause:

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

- (1) progress payments, or
- (2) termination settlements if the contract is terminated for the convenience of the Government.

If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

DLAD 52.209-9018: First Article - Government Test – Additional Requirements (NOV 2011).**(NSNs: 5306-00-095-6413 & 5306-00-316-7426)**

(a) For the lots/items identified in this contract as requiring Government first article test (FAT) in accordance with the clause at Federal Acquisition Regulation (FAR) 52.209-4, the Contractor shall—

(1) Conform with technical requirements stated and/or referenced in the solicitation; including number of units to be produced, data required, performance or other characteristics that the first articles shall meet, sequence of processes, tests to which the first articles shall be subjected, and conformance criteria for each requirement specified.

(2) Provide all facilities, equipment and personnel required to perform the examination and evaluation of the first article units when first article testing will be conducted at the Contractor's plant. The Government reserves the right to charge the Contractor for any additional costs of examination and evaluation caused by failure of the Contractor to make available the first article units or the required facilities, equipment or personnel, at the times specified in the above mentioned notice to the Contracting Officer.

(3)(i) At least fourteen (14) calendar days, or as otherwise specified in the contract, prior to the date when the Contractor will present the first articles to the quality assurance representative (QAR) for inspection to determine compliance with specification requirements, provide written notice to:

(A) The Contracting Officer;

(B) The QAR; and

(C) The following:

(2) For awards issued by DLA Troop Support:

(i) DLA Troop Support

Attention: First Article Testing Monitor

Building 3

700 Robbins Avenue

Philadelphia, Pennsylvania 19111; or

(

(ii) When first article units are presented to the QAR, provide the Contractor's certification that the same processes and facilities used to manufacture the first article units shall be used to manufacture the production units.

(iii) Prior to shipping the first article units to the Government testing facility specified in paragraph (a) of the clause FAR 52.209-4 (or resubmitting any first article units after conditional approval or disapproval by the Government testing facility), obtain a statement from the QAR that the first article units have been inspected and determined to comply with the specification requirements.

(4) Prepare shipping containers for first article units in accordance with the following:

(i) Exterior marking and shipping documentation.

(A) Mark packages containing first article units in bold letters, below and to the left of the address, as follows: "First Article Exhibits: Contract Number [Contractor insert] and Lot/Item Number [Contractor insert];" and

(B) Use a hard copy of the Department of Defense (DD) Form 250 as a packing list on the exterior of the shipping container, in accordance with military standard (MIL-STD) 129, paragraph 5.3, Exterior Container Documentation.

(ii) Interior documentation requirements. Include the following with all shipments of first article units:

(A) Hard copies of the Statement of Inspection and DD Form 250, signed by the QAR;

(B) Copy of the contract, or those portions of the contract that pertain to the Government First Article Test (FAT) requirements;

(C) Copies of test reports, showing actual results;

(D) Material certifications;

(E) Process operations sheets;

(F) Copies of drawings used to manufacture the first article units. (Contractor may mark documents, as appropriate, to restrict from public disclosure and/or from Government use other than for evaluation);

(G) Contractor's certification that the same processes and facilities used to manufacture the first article units shall be used to manufacture the production units;

(H) Documents required under a contract deliverables requirements list, if applicable; and

(I) Any other documentation required by the contract;

(5)(i) Send all first article units by traceable means (e.g., certified or registered mail, United Parcel Service, Federal Express, etc.).

(ii) At the time first article units are shipped, provide copies of the signed DD Form 250, the QAR Statement of Inspection, and transportation tracking information to the—

(A) Contracting Officer; and

(B) Points of contact identified at paragraph (a)(3)(i)(C) of this clause.

(6) Submit first articles to the Government testing facility identified in paragraph (a) of the clause at FAR 52.209-4, within the number of calendar days from date of contract as specified in paragraph (a) of the clause at FAR 52.209-4; and

(7) Pay all costs incurred for transportation of first article units under this contract; and, if applicable -

(i) Costs of manufacturing and re-testing additional first articles; and

(ii) Administrative costs for re-procurement by the Government.

(b) The Contractor shall enter an offered price in the contract line-item (CLIN) for “Government First Article Test (FAT)” that includes all costs associated with the production and testing of the first articles. Offers that do not cite a separate price for the “Government First Article Test (FAT)” CLIN, or do not specify there is a separate charge for the “Government First Article Test (FAT)”, shall be evaluated under the presumption that there is no separate charge for producing and testing the first article units.

(c) Upon completion of the first article testing, the Government test facility will submit its report of testing in duplicate) to the Contracting Officer and to the points of contact identified at paragraph (a)(3)(i)(C) of this clause.

(d) If first article units are conditionally approved or disapproved, the Government shall take action in accordance with the clause at FAR 52.209-4.

(1) Final disposition of conditionally approved or disapproved first article units is determined at the discretion of the Government.

(2)(A) Disapproved first article units may be returned to the Contractor at the Government’s discretion, if the Contractor submitted the following information to the Contracting Officer and to the points of contact identified at paragraph (a)(3)(i)(C) of this clause within fifteen (15) calendar days after receiving notification of disapproval of the first article unit:

(1) Contractor’s complete “Ship To” address;

(2) Name of Contractor’s point of contact (POC)/addressee;

(3) Phone number of Contractor’s POC; and

(4) Transportation cost codes (e.g., Contractor’s FED-EX, DHL, UPS shipping account numbers, etc.).

(B) In the event the Contractor fails to provide the information required above, the Agency may, at its discretion, dispose of the material.

DLAD 52.246-9085: Production Lot Testing (PLT) – Government- must be provided for NSNs: 5306-00-095-6413 & 5306-00-316-7426

As prescribed in 46.392(b)(2)(i), insert the following clause:

PRODUCTION LOT TESTING (PLT) – GOVERNMENT (NOV 2011)

(a) For the lots/items specified, the Contractor is required to provide [Contracting Officer shall insert number of samples identified on Defense Logistics Agency pre-award contracting system (DPACS) PR Trailer or in Material Master, Classification, Product Assurance tab, Services for Object] Production Lot Testing (PLT) samples, at no additional charge to the Government. The PLT samples shall conform to all technical requirements in the contract.

(b) The Contractor shall provide written notice to the Contracting Officer and the Government quality assurance representative (QAR) at least fourteen (14) calendar days, or as otherwise specified in the contract, prior to the date when the Contractor will present the first production lot to the cognizant Government QAR for selection of PLT samples. In addition, the QAR may also select the number of samples designated above from later production lots. If first article testing is applicable, production lot testing is to be completed during production but after first article approval. The QAR will select and inspect the PLT samples, and furnish the Contractor a statement that the PLT samples have been inspected and, if they appear acceptable, that they have been preliminarily determined to comply with the contract requirements, subject to further testing by the Government testing facility. If a PLT sample fails QAR preliminary inspection, the entire production lot quantity produced will be rejected. The QAR shall notify the Contracting Officer of rejection and proposed corrective action, if appropriate. Upon receipt of Defense Logistics Agency (DLA) concurrence, the Defense Contract Management Agency will issue a corrective action report (CAR) and have the Contractor resubmit a new production lot quantity. QAR inspection and preliminary approval of the samples is required before the Contractor is authorized to ship PLT samples to the Government testing facility, or to resubmit PLT samples after any disapproval by the Government testing facility.

(c) Following QAR inspection and preliminary approval, the Contractor shall ship the PLT samples to the Government testing facility. The Contractor shall prepare shipping containers for PLT samples to ship to [Contracting Officer shall insert name and address of testing facility as identified on DPACS PR trailer or in material master, classification, product assurance tab, services for object in accordance with the following:

(1) Exterior marking and shipping documentation.

(i) Mark packages containing PLT samples in bold capital letter, below and to the left of the address, as follows: "Production lot samples -- do not post to stock: Contract number [Contractor insert] and lot/item number [Contractor insert]."

(ii) Use a paper copy of the Department of Defense (DD) Form 250/wide area work flow (WAWF) Receiving Report as a packing list on the exterior of the shipping container, in accordance with military standard (MIL-STD) 129, Revision P, 5.3, Exterior Container Documentation.

(2) Interior documentation requirements. Include the following with all shipments of PLT samples (electronic media preferred; format should be compatible with Government/industry software, e.g., Adobe PDF):

(i) The statement of inspection and DD Form 250/WAWF receiving report, signed by the QAR;

(ii) Copy of the contract/order;

(iii) Copies of test reports, showing actual results and tolerances specified in the technical data package;

(iv) Material and process certifications;

(v) Process operations and inspection method sheets;

(vi) Copies of drawings used to manufacture the PLT sample (the Contractor is responsible for properly marking technical data if it asserts proprietary or other rights to restrict from public disclosure and/or from Government use other than for evaluation, to the extent consistent with the Government's data rights under this contract);

(vii) Documents required under a contract deliverables requirements list, if applicable;

(viii) A Prepaid shipping label or document with the information required to return PLT samples to the Contractor at no cost to the Government, as follows:

(A) Contractor's complete "ship to" address;

(B) Name of Contractor's point of contact/addressee;

(C) Phone number of Contractor's point of contact; and

(D) Transportation cost codes (e.g., Contractor's FED-EX, DHL, UPS shipping account numbers, etc.); and

(ix) Any other documentation required by the contract.

(3) Additional shipping instructions.

(i) Send all PLT samples by traceable means (e.g., certified or registered mail, United Parcel Service or Federal Express).

(ii) At the time PLT samples are shipped, provide copies of the signed DD Form 250/WAWF Receiving Report and the QAR Statement of Inspection (see subparagraph (c)(2)(i) above), transportation tracking information, and information required to return PLT samples to the Contractor (see (c)(2)(viii) above) to:

(A) The Contracting Officer; and

(B) The applicable FAT/Testing Monitor as identified below (or to the ACO, when no FAT/Testing

(3)(i) DLA Troop Support at Philadelphia
Attention: First Article/Testing Monitor
Building 3
700 Robbins Avenue
Philadelphia, Pennsylvania 19111; or

(ii) For acquisitions of clothing and textile (C&T) items; medical and subsistence items; and meal, ready-to-eat (MRE) and tray pack items, the Contracting Officer, who acts as FAT/testing monitor.

(4) Required delivery timeframes. The Contractor shall ensure delivery of PLT samples to the testing facility in sufficient time prior to the required delivery date for the production quantity to allow for the following:

- (i) Transportation time from the Contractor to the testing facility;
- (ii) A Contracting Officer shall insert number of days to test, as shown in material master, classification, product assurance tab calendar day period for the facility to conduct the testing after receipt of the PLT samples;
- (iii) At least a Contracting Officer insert number of days to review, as shown on DPACS PR trailer or in material master, classification, product assurance tab calendar day period for internal review and forwarding of the testing facility results and recommendation of approval or disapproval to the Contractor.
- (d) The Contractor is responsible for all transportation charges incurred in the submission and return of any PLT samples, and all costs of manufacturing and retesting additional PLT samples and production quantities; the Contractor shall reimburse the Government for the cost of retesting PLT samples.
- (e) Upon completion of the PLT sample testing, the Government test facility will provide the test results to the FAT/Testing Monitor (or ACO) and to the Contracting Officer.
- (1) If the PLT sample is disapproved, the Government shall advise the Contractor of the nonconformance, and whether the Contractor will be allowed to produce a new lot to tender for testing. Disapproval of the PLT sample is grounds for rejection of the entire production lot produced. The Contractor shall discard any failed production lot produced and produce a new production lot under the contract terms and conditions. The new lot shall be completed within the time specified by the Government.
- (2) The Government reserves the right to require an equitable adjustment of the contract price in favor of the Government for any extension of the delivery schedule or for any additional costs to the Government related to these tests. When notified of disapproval, the Contractor shall respond within 15 calendar days and address the Contracting Officer's disposition recommendation. Final disposition on conditionally approved or disapproved PLT samples is determined at the discretion of the Contracting Officer, and the samples may be destroyed without liability from the Government to the Contractor.
- (f) The Contracting Officer and any Government personnel designated by the Contracting Officer shall be permitted entry into the Contractor's plan to observe and consult during manufacturing operations.
- (g) Approved PLT samples will be returned to the Contractor for delivery with the production quantity and will be paid for under the production quantity CLIN, unless samples were destroyed in testing.
- (1) In the event samples were destroyed in testing, a modification will be issued to decrease the production CLIN quantity by the number of samples destroyed in testing.

(2) The quantity and cost of approved samples consumed in or otherwise rendered unusable by testing will be added to the additive CLIN for the production lot test, and this will be used to reimburse the Contractor for those samples using the unit price for that production lot under the production CLIN. That is the sole purpose of the PLT Additive CLIN. The Government has no liability to the Contractor for disapproved PLT samples, whether intact or destroyed in testing.

The following additional requirements apply or the Government reserves the right to apply to items being solicited (NSNs: 5306-00-095-6413, 5306-00-316-7426, 5306-01-096-5592 & 5306-01-096-5596):

DLAD 52.209-9019: Requests for Waiver of First Article Testing Requirements (SEP 2008)

(a) The Government reserves the right to waive the first article testing requirement when all the following criteria are met [Offeror shall insert information in space provided below, attach documentation to offer, or provide under separate cover to Contracting Officer.]

(1)(i) Source has manufactured the product within the last five (5) years; or

(ii) Identical or similar supplies were previously furnished by the Offeror within the past three (3) years and approved by the Government:

(A) Contract Number(s):

Date(s):

Issuing Government Agency or Agencies:

(B) Item previously furnished, identified by part number, type, model number, etc.):

(C) Engineering control document/change number of item previously furnished:

(2) There have been no changes to manufacturing processes, tooling, or locations;

(3) There have been no changes to manufacturing data (e.g., drawing revisions that change materials, dimensions, processes, inspection or testing requirements; or subcontractors used to manufacture the items successfully in the past);

(4) There has been no adverse quality history for the material manufactured in the last three (3) years; and

(5) Item supplied will be of same design and manufactured by same method at same facilities as item previously approved.

Alternate I (JUL 2008)

“(b) When the clause at 52.209-9021, Drawing Approval Prior to Production, applies, the requirement for first article approval test shall not be waived prior to award; unless a waiver is granted for submission of drawings (see 52.209-9021(h)). If a waiver is granted, see 52.209-9021(i) for reduction(s) in delivery schedule(s) that shall apply, in addition to whatever reduction(s) in delivery schedule(s) that may apply pursuant to 52.211-9019, Reduced Delivery Schedule Applies When First Article Testing Requirements Are Waived.”

- **52.209-9016 Evaluation of Offers – First Article Testing.**

As prescribed in 9.306(i)(90), insert the following provision:

EVALUATION OF OFFERS – FIRST ARTICLE TESTING (MAR 2009)

The cost to the Government for first article testing shall be a factor in evaluating offers. The Government's testing cost will be added to the offered price of the applicable item. Unless cited elsewhere in this solicitation, the testing cost is shown below:

Item	Government testing cost
	\$
	\$

ALTERNATE I (MAR 2009)

The cost to the Government to review the Contractor's first article test report shall be a factor in evaluating offers. The Government's review cost will be added to the offered price of the applicable item. Unless cited elsewhere in this solicitation, the costs are as follows: \$200.00 for an internal review plus \$950.00 for each engineering support activity (ESA) review. ESA reviews are required if the items being acquired are identified as critical application items or critical safety items.

52.246-9004 Product Verification Testing

PRODUCT VERIFICATION TESTING (DEC 2012)

(a) In accordance with Federal Acquisition Regulation (FAR) clause 52.246-2, "Inspection of Supplies-Fixed Price, and the procedures below, the Government may perform product verification testing (PVT) on some or all items under the contract.

(b) The Contractor is responsible for ensuring that supplies are manufactured, produced, and subjected to all tests required by applicable material specifications/drawings specified in the purchase description of the contract. The Government reserves the right to conduct PVT to ascertain if any or all requirements of the purchase identification description contained elsewhere herein are met prior to final acceptance.

(c) When required, PVT will be performed at a Government-designated testing laboratory at Government expense. When specified by the contracting activity, the cognizant Government quality assurance representative (QAR) is responsible for notifying the Contractor of PVT invocation and execution.

(1) Upon notification to the contractor that PVT is invoked, the Contractor shall not ship and/or deliver any material under this contract unless directed to do so in writing by the Contracting Officer or until notified of acceptable PVT results.

(2) The Government reserves the right to reject the lot or withhold payment if the Contractor ships prior to Government approval of the PVT applicable to that lot.

(3) The Government will normally notify the Contractor of the results of the PVT within 20 working days after receipt of the samples by the Government-designated testing facility; failure to notify the contractor of the results within 20 working days does not affect the respective rights or obligations of the Contractor and the Government except as specifically stated in this clause.

(d) When PVT has been invoked and upon Contractor presentation of a production lot prior to acceptance, the QAR will preliminarily inspect and then select a random sample from such lot(s) for PVT.

(1) The QAR has the authority to reject tendered lots which are not in conformance to contract requirements rather than select a sample for PVT. The QAR shall notify the contractor of such rejection and the Contractor shall propose corrective action, if appropriate.

(2) Under the direction of the QAR, selected PVT samples shall be shipped by the Contractor at Government expense with a copy of the Department of Defense (DD) form 250 and a DD form 1222. The packaging will be marked as follows: "Product Verification Test Samples, Contract number _____, lot/item number _____." Upon shipment of the PVT samples, the QAR shall submit the original unsigned DD form 250, along with a copy of the DD form 1222, to the procuring contracting officer (PCO).

(e) Samples subjected to PVT are deemed to be part of the contract quantity.

(1) Samples which pass testing and are not destroyed during evaluation will be returned to the Contractor at the Government's expense and will be included as part of the total contract quantity.

(2) Samples which pass testing and are destroyed during evaluation will not be returned to the Contractor. The Government will consider the destroyed samples as part of the contract quantity for payment and delivery. The Contractor will deliver the remaining lot quantity minus the destroyed sample units.

(3) Samples which fail testing will be returned to the Contractor at its expense when requested. Such failure will result in rejection of the entire contract lot from which the samples were taken. These samples will not be included as part of the total contract quantity.

(f) These subparagraphs pertain only to contracts and bilateral purchase orders.

(1) The Government will evaluate the test results and the QAR shall notify the contractor of the acceptance or rejection of the lot based upon the PVT results. The Government is not required to accept/reject the supplies tendered until after receipt of the PVT results.

(2) The Government shall have the option to require the Contractor to screen the entire tendered lot or contract quantity for any defects noted during preliminary inspection or by the PVT. Any defects found shall be corrected before re-tendering any lot for acceptance by the Government. Upon retendering a lot, the Government has the right to request documentation establishing that the screening was performed and that all parts conform to contract requirements. Furthermore, the Government may subject any retendered lot to additional PVT.

(3) If the Government rejects a lot tendered for acceptance based upon preliminary inspection or a failure to pass PVT, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract. In such case, the Government reserves all rights and remedies to which it is otherwise entitled by law, regulation, or this contract.

(g) These subparagraphs pertain only to unilateral purchase orders.

(1) The Government will evaluate the test results and the QAR shall notify the contractor of acceptance or rejection of the lot. If the Government fails to act within the period set for notification (see(c)(3) above), the required delivery date will be deemed to have been extended by an amount of time equal to the Government's delay. The Government is not required to accept/reject the supplies tendered until after receipt of the PVT results.

(2) If a lot is rejected at either preliminary inspection or based upon the results of PVT, the order may be cancelled for delivery of nonconforming goods with no liability from the Government to the unilateral purchase order awardee. The Government has the option to permit the unilateral purchase order awardee to retender the lot after screening for, and correcting, any defects noted by the QAR during the preliminary inspection or based on the results of the PVT. Upon retendering the lot, the Government has the right to request documentation establishing that the screening was performed and that all items conform to contract requirements. Furthermore, the Government may subject this lot to additional PVT.

Alternate I When acquiring heat and die number requirements, identified by the contract description or specification, use the following additional paragraphs.

- (a) The QAR will select samples on a random basis from each "heat" or "die number" lot which is included in the production lot or contract lot tendered for acceptance.(b) If the test results indicate nonconformities in the chemical or mechanical properties, the nonconformities shall be the cause for rejection of the entire "heat" or "die number" lot included in the production or contract lot. Any "heat" or "die number" lot that is rejected may not be re-tendered for Government inspection and acceptance.

Alternate II When acquiring instrument bearings, use paragraphs (a) and (b) in addition to the basic clause.

(a) When PVT is a requirement, the Contractor shall notify the PCO and the QAR in writing at least 30 calendar days before anticipated completion of manufacture of the contract quantity or first manufacturing lot. This is to allow for sufficient time for scheduling and PCO coordination with the Government test facility.

(b) (1) The PCO may waive the requirement for PVT where supplies being offered are identical to supplies that were accepted by the Government within a period of two years prior to the date of current solicitation. Offerors offering such products, who wish to rely on such prior acceptance by the Government, must furnish evidence with the offer that prior Government acceptance is presently appropriate for the products to be furnished hereunder by indicating below the information for identical supplies accepted by the Government.

Government agency _____

Contract number _____

Date of Contract _____

National stock number (NSN) _____

Specification/Part Number _____

(2) In all cases, the PCO reserves the right to make final waiver determination.

(3) The contract delivery schedule shall be reduced by 30 calendar days (time allotted for submission and approval of PVT sample(s)) if submission of PVT sample(s) is waived by the Government.

DFARS 252.209-7010 Critical Safety Items.

CRITICAL SAFETY ITEMS (AUG 2011)

(a) *Definitions.*

“Aviation critical safety item” means a part, an assembly, installation equipment, launch equipment, recovery equipment, or support equipment for an aircraft or aviation weapon system if the part, assembly, or equipment contains a characteristic any failure, malfunction, or absence of which could cause—

- (i) A catastrophic or critical failure resulting in the loss of, or serious damage to, the aircraft or weapon system;
- (ii) An unacceptable risk of personal injury or loss of life; or
- (iii) An uncommanded engine shutdown that jeopardizes safety.

“Design control activity” means—

- (i) With respect to an aviation critical safety item, the systems command of a military department that is specifically responsible for ensuring the airworthiness of an aviation system or equipment, in which an aviation critical safety item is to be used; and
- (ii) With respect to a ship critical safety item, the systems command of a military department that is specifically responsible for ensuring the seaworthiness of a ship or ship equipment, in which a ship critical safety item is to be used.

“Ship critical safety item” means any ship part, assembly, or support equipment containing a characteristic, the failure, malfunction, or absence of which could cause—

(i) A catastrophic or critical failure resulting in loss of, or serious damage to, the ship; or

(ii) An unacceptable risk of personal injury or loss of life.

(b) *Identification of critical safety items.* One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated design control activity:

NSN: 5306-00-095-6413

5306-00-316-7426

5306-01-096-5592

5306-01-096-5596

(c) *Heightened quality assurance surveillance.* Items designated in

paragraph (b) of this clause are subject to heightened, risk-based surveillance by the designated quality assurance representative.

52.211-9005 Conditions for Evaluation and Acceptance of Offers for Critical Safety Items.

As prescribed in 11.304-90(a), insert the following clause:

CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR CRITICAL SAFETY ITEMS (NOV 2011)

(a) Definitions.

"Actual manufacturer" means an individual, activity, or organization that performs the physical fabrication processes that produce the deliverable part or other items of supply for the Government. The actual manufacturer must produce the part in-house. The actual manufacturer may or may not be the design control activity.

"Approved source" means a prime Contractor or the actual manufacturer(s) cited in the acquisition identification description (AID). It does not include design control activities with no manufacturing capability.

"Critical safety item" (CSI) means a part, assembly, installation, or production system with one or more critical characteristics that, if not conforming to the design data or quality requirements, would result in an unsafe condition that could cause loss of, or serious damage to, the end item or major components, loss of control, or serious injury or death to personnel.

"Design control activity" means a Contractor or Government activity having responsibility for the design of a given part, and for the preparation and currency of engineering drawings and other technical data for that part. The design control activity may or may not be the actual manufacturer.

"Exact product" and "alternate product" are defined in the provision at Defense Logistics Acquisition Directive (DLAD) clause 52.217-9002, Conditions for Evaluation and Acceptance of Offers for Part Numbered Items.

"Prime Contractor" means a Contractor having responsibility for design control and/or delivery of a system/equipment such as aircraft, engines, ships, tanks, vehicles, guns and missiles, ground communications and electronics systems, and test equipment.

"Rebranding" means remarking, re-labeling, repackaging, or otherwise obscuring the marking of the approved source cited in the AID (i.e., the prime Contractor or actual manufacturer).

(b) The item being acquired is a critical safety item (CSI). Given their vital importance and the catastrophic consequences that can result if they fail, procurement of these items requires the highest standards of oversight and verification.

(c) This clause applies only to offers of "exact product." Offers of "alternate product" will be evaluated in accordance with the clause at DLAD 52.217-9002. Note: Government surplus material will not be accepted for this solicitation.

(d) If the Offeror is the prospective awardee and is not currently an approved source cited in the acquisition identification description (AID) on the schedule page of this solicitation, the Offeror will be requested by the Contracting Officer to provide documented evidence prior to award sufficient to establish that the item being offered is (or will be) the exact item cited in the AID and is (or will be) manufactured by an approved source cited in the AID, modified (if necessary) to conform to any additional requirements set forth in the AID, and is (or will be) manufactured by or under the direction of an approved source cited in the AID. Additionally, if the Offeror manufactures the offered item for an approved source cited in the AID, evidence of approval and acceptance by the approved source will be required. Evidence must include the following at a minimum, plus whatever additional evidence the Contracting Officer determines necessary to sufficiently establish the identity of the item and its manufacturing source:

(1) If offered item(s) are "not in stock" or "not yet manufactured" --

(i) A copy of Offeror's Request for Quotation to approved source cited in AID; and

(ii) An original, hard copy of quotation received by Offeror from approved source cited in AID; or other verifiable documentation of quotation. (If Offeror is unable to provide this documentation to the Contracting Officer prior to award, it must be provided to the Quality Assurance Representative (QAR) for examination at time of source inspection.)

(iii) For offers of surplus material, (note: not acceptable for this solicitation).

(2) If offered item(s) are "shipped" or "in stock" --

(i) A copy of invoice on approved source's letterhead. (Invoice must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement.); or

(ii) A copy of packing slip which accompanied shipment from approved source to Offeror. (Packing slip must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement; or

(iii) For offers of surplus material, (note: not acceptable for this solicitation) and

(iv) Inventory control records to establish that items Offeror proposes to furnish under current order are still in Offeror's stock. (This documentation is mandatory and must be provided to Quality Assurance Representative (QAR) for examination at time of source inspection. Documentation may be provided to Contracting Officer prior to award, at Offeror's discretion.)

(3) If the offeror is an authorized dealer/distributor, or manufactures the item for an approved source --

(i) An authorized dealer/distributorship agreement, licensee agreement, or other type of agreement. (The agreement must specifically identify the exact item, or otherwise ensure that the Offeror is authorized by the approved source to manufacture or distribute the exact item being acquired. If the agreement covers a general product line or is otherwise not product-specific, the Offeror must also furnish additional documentation to address the exact item being acquired (see above).); or

(ii) Letter from an approved source cited in the AID, specifically identifying Offeror as authorized to distribute or manufacture the exact item cited in the AID for that approved source; or

(iii) Other verifiable information (e.g., listing of authorized dealers on official Web page of an approved source) to establish the Offeror's authority to manufacturer or distribute the exact item cited in the AID for an approved source cited in the AID.

(4) When the AID specifies a revision number --

(i) Documentation establishing that the offered item was (or will be) made in accordance with the revision cited in the AID. (This requirement is considered to have been met when documentation provided by Offeror to satisfy other portions of this clause or solicitation already establishes that offered item was (or will be) made to the revision cited in the AID); or

(ii) Documentation identifying the revision offered and the differences between the revision offered and the revision cited in the AID.

(e) By the submission of this offer, the Offeror represents that --

(1) The item(s) to be provided to the Government --

(i) Is (or will be) in full compliance with all requirements specified in the solicitation; and

(ii) Is not (or will not be) --

(A) A factory second;

(B) Changed, mutilated, or rebranded;

(C) A manufacturer's overrun;

(D) A rejected item; or

(E) Government surplus (note: not acceptable for this solicitation);

(2) In the event of item failure, Offeror will have access to, and will provide to the Government upon request, all information necessary to trace the item back through the manufacturing process.

(3) Any documentation provided by Offeror will correspond to the exact item(s) that will be furnished to the Government; or Offeror will obtain updated documentation and provide it to the Government (if, for example, Offeror sells item(s) to another Buyer before award or before tender for acceptance).

(f) Failure to provide adequate documentation within the timeframe requested by the Contracting Officer may result in rejection of the offer.

DLAD 52.211-9006 Changes in Contractor Status, Item Acquired, and/or Manufacturing Process/Facility – Critical Safety Items. (July 2002)

(a) If any changes occur in the Contractor's business status or relationship with the approved source(s) after award of this contract (such as, for example, inability to obtain manufacturing process information; or changes in status as authorized dealer/distributor, or in terms of licensing arrangement), the Contractor shall immediately provide notification and documentation of the changes to the Administrative Contracting Officer (ACO).

(b) The Contractor shall immediately provide to the Administrative Contracting Officer (ACO) notification (and documentation, if available) of any of the following changes the Contractor becomes aware of:

(1) Later revisions to drawings, specifications or standards that differ from the revision cited in the acquisition identification description (AID) in the contract;

(2) Changes in the manufacturing process;

(3) A change in the approved source's manufacturing location; or

(4) A transfer of manufacturing facilities by the approved source since last manufacture.

DLAD 52. 211-9007 Withholding of Materiel Review Board (MRB) Authority.(Nov 2011)

The item being acquired is a critical safety item. Notwithstanding any other term or condition included in this contract/agreement, Materiel Review Board (MRB) authority is hereby withheld. (This clause does not apply to sources that have explicit authority to retain MRB authority, which are identified on the DLA Aviation Technical Oversight Office (TOO) Web site.)

Export Controlled Items (NSNs: 5306-00-095-6413 & 5306-01-096-5596)

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](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:_____

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

(a) *Definition.* "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, *et seq.*);

(2) The Arms Export Control Act (22 U.S.C. 2751, *et seq.*);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended;

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

DLAD 52.211-9042 Additional Documentation Requirements for Source Approval Request – Critical Application Item and Critical Safety Item. Nov 2011 (applies if items become CSI)

(a) If an item other than that cited in the Purchase Order Text (POT) is offered under provision 52.217-9002 of this solicitation, this provision specifies the Government's requirements for additional documentation needed to evaluate whether the offered item meets the requirements for the Critical Application Item (CAI) and/or Critical Safety Item (CSI) identified in the POT. The offeror shall determine which category applies. The specified documentation for that category, as well as that specified for all categories at subparagraph (b), shall be submitted in support of the manufacturing process. The DLA Aviation website provides the mandatory requirements to submit for CATEGORY I – III parts.

(1) Category I - Manufacturer of the same item for the Original Equipment Manufacturer (OEM) or for the Department of Defense (DoD).

(2) Category II - Manufacturer of a similar item for the OEM or DoD. (A similar item is defined as an item whose design, application, operating parameters, material, and manufacturing processes are similar to those of the item for which source approval is sought.)

(3) Category III - New manufacturer. The exact or similar item has not been previously provided to the OEM or DoD.

(b) Requirements for all categories.

(1) Documentation shall be provided stating if the company seeking approval is a nonmanufacturing source or the actual manufacturer. If the company seeking approval is a nonmanufacturing source, the required information shall also be submitted on the manufacturer.

(2) Any SAR identified to Boeing Rights Guard must comply with the Boeing Rights Guard Agreement.

FAR 52.225-18 Place of Manufacture. September 2006

(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.

THIS IS A NAVY IDENTIFIED CRITICAL SAFETY ITEM (CSI).

THE ACCEPTABLE SOURCE(S) MUST MEET THE REQUIREMENTS OF THE CURRENT REVISION OF THE OEM DRAWING

OFFERORS NOT CITED AS ACCEPTABLE SOURCES IN THE PROCUREMENT ITEM DESCRIPTION ARE REQUIRED TO OBTAIN SOURCE APPROVAL FROM THE DESIGN CONTROL ACTIVITY. SOURCE APPROVAL REQUESTS/TECHNICAL DATA PACKAGES MUST BE SUBMITTED TO DLA WITH THE OFFER.

FIRST ARTICLE TESTING IS REQUIRED unless otherwise noted
THE ACCEPTABLE SOURCE(S) MUST MEET THE REQUIREMENTS OF THE CURRENT REVISION OF THE OEM DRAWING OFFERORS NOT CITED AS ACCEPTABLE SOURCES IN THE PROCUREMENT ITEM DESCRIPTION ARE REQUIRED TO OBTAIN SOURCE APPROVAL FROM THE DESIGN CONTROL ACTIVITY. SOURCE APPROVAL REQUESTS/TECHNICAL DATA PACKAGES MUST BE SUBMITTED TO DLA WITH THE OFFER.
MIL-STD-130N, 17 DEC 2007 IDENTIFICATION MARKING OF U.S. MILITARY PROPERTY
CRITICAL ITEM-SOURCE INSPECTION is REQUIRED.

ALERT-ALL SAFETY CRITICAL PARTS ARE TO BE PACKAGED QUP OF 001.
EACH UNIT PACKAGE WILL BE MARKED WITH THE following: NSN, CONTRACT NUMBER, LOT NUMBER, CONTRACTOR CAGE CODE, MANUFACTURER'S CAGE CODE AND PART NUMBER.

WHEN THE PURCHASE ORDER TEXT (POT) DESCRIBES THE REQUIRED PRODUCT(S) BY NAME AND PART NUMBER OF A SPECIFIC ENTITY, BY THE NAMES AND PART NUMBERS OF A NUMBER OF SPECIFIC ENTITIES, OR BY THE NAME(S) AND PART NUMBER(S) OF SPECIFIC ENTITY/ENTITIES AS MODIFIED BY ADDITIONAL REQUIREMENTS SET FORTH IN THE POT, ONLY THAT/THOSE PRODUCT(S) HAVE BEEN DETERMINED TO MEET THE NEEDS OF THE GOVERNMENT IS/ARE ACCEPTABLE. SUCH PRODUCT(S) ARE "EXACT PRODUCT(S)" AS DEFINED IN "DLAD 52.217-9002, CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS." A VENDOR OFFER/QUOTATION, "BID WITHOUT EXCEPTION," IS A CERTIFICATION THAT THE "EXACT PRODUCT," MANUFACTURED AND/OR SUPPLIED BY ONE OF THE ENTITIES CITED IN THE POT WILL BE FURNISHED UNDER THE CONTRACT OR ORDER. ANY PRODUCT NOT MANUFACTURED AND/OR SUPPLIED BY ONE OF THE ENTITIES CITED IN THE POT IS AN "ALTERNATE PRODUCT," EVEN THOUGH IT MIGHT BE MANUFACTURED IN ACCORDANCE WITH THE DRAWING(S) AND/OR SPECIFICATIONS OF ONE OF THE ENTITIES CITED IN THE POT. IF AN ALTERNATE PRODUCT IS FURNISHED UNDER A CONTRACT OR ORDER FOR AN EXACT PRODUCT, THE ALTERNATE PRODUCT WILL BE AN UNAUTHORIZED SUBSTITUTION, AND MAY YIELD CRIMINAL PENALTIES IN ADDITION TO ANY CIVIL REMEDIES THAT ARE AVAILABLE TO THE GOVERNMENT.

QAP EQ003 APPLIES

ASQ H1331 Table 1, Shall be used, and will take precedence over Sample Size Coding methods and Sampling Plan tables as outlined in military and federal specifications, standards, Commercial Item Descriptions (CIDs) prepared by DoD activities, and those sampling plans cited by military service and DLA Troop Support - Quality Assurance Provisions (QAPs). Those documents that identify the classification of characteristics as critical, major, and minor, shall have corresponding associated AQL Index values of 0.10, 1.0, and 4.0 respectively. ASQ H1331 takes precedence over non-government standard ASQ Z1.4. Those specifications, standards, CIDs, drawings and QAPs using sampling plans based on zero acceptance are excluded from these requirements, as are those not specifying characteristics as "critical", "major", and/or "minor". Quality conformance inspection requirements shall be in accordance with clause 52.246-9064.

DATA IS PROPRIETARY OR INSUFFICIENT FOR COMPETITIVE PROCUREMENT

ALL REQUESTS FOR WAIVERS OR DEVIATIONS MUST BE FORWARDED TO THE CONTRACTING OFFICER FOR REVIEW AND APPROVAL.

ALL ITEMS OF SUPPLY SHALL BE MARKED IAW MIL-STD-129. IN ADDITION, EACH UNIT PACK WILL BE MARKED WITH LOT AND SERIAL NUMBER (IF AVAILABLE), CONTRACTOR'S CAGE CODE, ACTUAL MANUFACTURER'S CAGE CODE AND PART NUMBER.

Quality conformance inspection requirements shall be in accordance with clause 52.246-9064.

Note See Glossary for Text information on associated Reference Numbers:

REFERENCE NUMBER: ZQA03
 REFERENCE NUMBER: IN001
 REFERENCE NUMBER: IS083
 REFERENCE NUMBER: IS032
 REFERENCE NUMBER: IS033
 REFERENCE NUMBER: IPE01
 REFERENCE NUMBER: IPE03
 REFERENCE NUMBER: CQC05
 REFERENCE NUMBER: ZE002
 REFERENCE NUMBER: ZE001
 REFERENCE NUMBER: IS001

APPROVED SOURCES OF SUPPLY:

GENERAL ELECTRIC COMPANY	99207 P/N 4024T64G03
SPS TECHNOLOGIES, LLC	56878 P/N 4024T64G03

SPECS/STD/DRAWINGS:

I/A/W DRAWING NR 99207 4024T64
 REFNO DTD 06 SEP 24
 AMEND NR J DTD 03 FEB 21
 TYPE NUMBER:
 I/A/W QAP 14153 QAP-CSI000956413
 REFNO DTD 08 DEC 09
 AMEND NR DTD 08 NOV 24
 TYPE NUMBER:

PREP FOR DELIVERY:

LINE ITEM 00001 TYPE OF COVERAGE: DLA DIRECT, CONUS

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
 QUP = 001: PRES MTHD = 10: CLNG/DRY = 1: PRESV MAT = 0
 WRAP MAT = 00: CUSH/DUNN MAT = 00: CUSH/DUNN THKNESS = 0:
 UNIT CONT = D3: OPI = 0:
 INTRMDTE CONT = D3: INTRMDTE CONT QTY = AAA:
 PACK CODE = U:
 MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
 SPECIAL MARKING CODE: 00 -No special marking

LINE ITEM 00002 NSN: 5306003167426 AEQ 6,265 EA

Requires Government First Article Testing (FAT):

With FAT Unit Price__ (place on page 89)

(Includes costs for Line Items 9906 &9910)

Without FAT Unit Price__ (place on page 89)

(Include cost for Line Item 9910 but not 9906)

Line Item-9906 First Article Test: First Article Test Report 1 TE
(1 TE = 2 EA) Is Applicable to Line 00001 "With FAT" Unit Price.

Line Item 9910-Special Testing For Production Lot Testing Applicable to Line Item. The cost of Line Item 9910 must be included in either "With or Without" FAT Unit Pricing.

See FAR 52.209-4 for information concerning the FAT requirement. Please cite an offer with that either includes the cost of FAT (With-Line Item 9906) or does not include FAT (Without-Line Item 9906). In the event the FAT is waived, no award will be made which includes the cost for Line Item 9906.

Please provide delivery days for submission of FAT and Delivery Schedule
See attached pages for complete details

(Note: Please provide your Offers & Delivery information on Pricing Spread Sheet)

CRITICAL APPLICATION ITEM
BOLT, SHEAR
QAP-CSI0003167426 APPLIES
UNLESS OTHERWISE NOTED

THIS IS A NAVY IDENTIFIED CRITICAL SAFETY ITEM (CSI).

THE ACCEPTABLE SOURCE(S) MUST MEET THE REQUIREMENTS OF THE CURRENT
REVISION OF THE OEM DRAWING

OFFERORS NOT CITED AS ACCEPTABLE SOURCES IN THE PROCUREMENT ITEM
DESCRIPTION ARE REQUIRED TO OBTAIN SOURCE APPROVAL FROM THE DESIGN CONTROL
ACTIVITY. SOURCE APPROVAL REQUESTS/TECHNICAL DATA PACKAGES MUST BE
SUBMITTED TO DLA WITH THE OFFER.

UNLESS OTHERWISE NOTED FIRST ARTICLE TESTING IS REQUIRED

DATA IS PROPRIETARY OR INSUFFICIENT FOR COMPETITIVE PROCUREMENT

ALL REQUESTS FOR WAIVERS OR DEVIATIONS MUST BE FORWARDED TO THE
CONTRACTING OFFICER FOR REVIEW AND APPROVAL.

ALL ITEMS OF SUPPLY SHALL BE MARKED IAW MIL-STD-129. IN ADDITION, EACH UNIT PACK WILL BE MARKED WITH LOT AND SERIAL NUMBER (IF AVAILABLE), CONTRACTOR'S CAGE CODE, ACTUAL MANUFACTURER'S CAGE CODE AND PART NUMBER.

WHEN THE PURCHASE ORDER TEXT (POT) DESCRIBES THE REQUIRED PRODUCT(S) BY NAME AND PART NUMBER OF A SPECIFIC ENTITY, BY THE NAMES AND PART NUMBERS OF A NUMBER OF SPECIFIC ENTITIES, OR BY THE NAME(S) AND PART NUMBER(S) OF SPECIFIC ENTITY/ENTITIES AS MODIFIED BY ADDITIONAL REQUIREMENTS SET FORTH IN THE POT, ONLY THAT/THOSE PRODUCT(S) HAVE BEEN DETERMINED TO MEET THE NEEDS OF THE GOVERNMENT AND ARE ACCEPTABLE. SUCH PRODUCT(S) ARE "EXACT PRODUCT(S)" AS DEFINED IN "DLAD 52.217-9002, CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS."

A VENDOR OFFER/QUOTATION, "BID WITHOUT EXCEPTION," IS A CERTIFICATION THAT THE "EXACT PRODUCT," MANUFACTURED AND/OR SUPPLIED BY ONE OF THE ENTITIES CITED IN THE POT WILL BE FURNISHED UNDER THE CONTRACT OR ORDER. ANY PRODUCT NOT MANUFACTURED AND/OR SUPPLIED BY ONE OF THE ENTITIES CITED IN THE POT IS AN "ALTERNATE PRODUCT," EVEN THOUGH IT MIGHT BE MANUFACTURED IN ACCORDANCE WITH THE DRAWING(S) AND/OR SPECIFICATIONS OF ONE OF THE ENTITIES CITED IN THE POT.

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

QAP EQ003 APPLIES CRITICAL ITEM - SOURCE INSPECTION REQUIRED.

Quality conformance inspection requirement shall be in accordance with clause 52.246-9064.

ASQ H1331 Table 1 shall be used, and will take precedence over Sample Size Coding methods and Sampling Plan tables as outlined in military and federal specifications, standards, Commercial Item Descriptions (CIDs) prepared by DoD activities, and those sampling plans cited by military service and DLA Troop Support - Quality Assurance Provisions (QAPs). Those documents that identify the classification of characteristics as critical, major, and minor, shall have corresponding associated AQL Index values of 0.10, 1.0, and 4.0 respectively. ASQ H1331 takes precedence over non-government standard ASQ Z1.4. Those specifications, standards, CIDs, drawings and QAPs using sampling plans based on zero acceptance are excluded from these requirements, as are those not specifying characteristics as "critical", "major", and/or "minor".

Note See Glossary for Text information on associated Reference Numbers:

REFERENCE NUMBER: ZQA03
REFERENCE NUMBER: IN001
REFERENCE NUMBER: IS083
REFERENCE NUMBER: IS032
REFERENCE NUMBER: IS033
REFERENCE NUMBER: IPE01
REFERENCE NUMBER: IPE03
REFERENCE NUMBER: ZE002
REFERENCE NUMBER: ZE001

Please provide delivery days for submission of FAT and Delivery Schedule
See attached pages for complete details

(Note: Please provide your Offers & Delivery information on Pricing Spread
Sheet) found on page 89.

CRITICAL APPLICATION ITEM
BOLT, MACHINE
QAP-00506 & QAP 1X4F3 CDRL-CFAT-SPC05 APPLIES
UNLESS OTHERWISE NOTED (see Caution Notice)

THIS IS AN ARMY IDENTIFIED CRITICAL SAFETY ITEM (CSI).

THE ACCEPTABLE SOURCE(S) MUST MEET THE REQUIREMENTS OF THE CURRENT
REVISION OF THE OEM DRAWING
OFFERORS NOT CITED AS ACCEPTABLE SOURCES IN THE PROCUREMENT ITEM
DESCRIPTION ARE REQUIRED TO OBTAIN SOURCE APPROVAL FROM THE DESIGN CONTROL
ACTIVITY. SOURCE APPROVAL REQUESTS/TECHNICAL DATA PACKAGES MUST BE
SUBMITTED TO DLA WITH THE OFFER.

UNLESS OTHERWISE NOTED FIRST ARTICLE TESTING IS REQUIRED

DATA IS PROPRIETARY OR INSUFFICIENT FOR COMPETITIVE PROCUREMENT

ALL REQUESTS FOR WAIVERS OR DEVIATIONS MUST BE FORWARDED TO THE
CONTRACTING OFFICER FOR REVIEW AND APPROVAL.

ALL ITEMS OF SUPPLY SHALL BE MARKED IAW MIL-STD-129. IN ADDITION, EACH
UNIT PACK WILL BE MARKED WITH LOT AND SERIAL NUMBER (IF AVAILABLE),
CONTRACTOR'S CAGE CODE, ACTUAL MANUFACTURER'S CAGE CODE AND PART NUMBER.

WHEN THE PURCHASE ORDER TEXT (POT) DESCRIBES THE REQUIRED PRODUCT(S)
BY NAME AND PART NUMBER OF A SPECIFIC ENTITY, BY THE NAMES
AND PART NUMBERS OF A NUMBER OF SPECIFIC ENTITIES, OR BY THE NAME(S)
AND PART NUMBER(S) OF SPECIFIC ENTITY/ENTITIES AS MODIFIED BY
ADDITIONAL REQUIREMENTS SET FORTH IN THE POT, ONLY THAT/THOSE PRODUCT(S)
HAVE BEEN DETERMINED TO MEET THE NEEDS OF THE GOVERNMENT AND ARE
ACCEPTABLE. SUCH PRODUCT(S) ARE "EXACT PRODUCT(S)" AS DEFINED IN
"DLAD 52.217-9002, CONDITIONS FOR EVALUATION AND ACCEPTANCE OF
OFFERS FOR PART NUMBERED ITEMS."

A VENDOR OFFER/QUOTATION, "BID WITHOUT EXCEPTION," IS A CERTIFICATION THAT
THE "EXACT PRODUCT," MANUFACTURED AND/OR SUPPLIED BY ONE
OF THE ENTITIES CITED IN THE POT WILL BE FURNISHED UNDER THE CONTRACT OR
ORDER. ANY PRODUCT NOT MANUFACTURED AND/OR SUPPLIED
BY ONE OF THE ENTITIES CITED IN THE POT IS AN "ALTERNATE PRODUCT," EVEN
THOUGH IT MIGHT BE MANUFACTURED IN ACCORDANCE WITH THE DRAWING(S) AND/OR
SPECIFICATIONS OF ONE OF THE ENTITIES CITED IN THE POT.

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

Quality conformance inspection requirement shall be in accordance with
clause 52.246-9064.

ASQ H1331 Table 1 shall be used, and will take precedence over Sample Size Coding methods and Sampling Plan tables as outlined in military and federal specifications, standards, Commercial Item Descriptions (CIDs) prepared by DoD activities, and those sampling plans cited by military service and DLA Troop Support - Quality Assurance Provisions (QAPs). Those documents that identify the classification of characteristics as critical, major, and minor, shall have corresponding associated AQL Index values of 0.10, 1.0, and 4.0 respectively. ASQ H1331 takes precedence over non-government standard ASQ Z1.4. Those specifications, standards, CIDs, drawings and QAPs using sampling plans based on zero acceptance are excluded from these requirements, as are those not specifying characteristics as "critical", "major", and/or "minor".

Note See Glossary for Text information on associated Reference Numbers:

REFERENCE NUMBER: ZQA05
 REFERENCE NUMBER: ZE001
 REFERENCE NUMBER: IPE01
 REFERENCE NUMBER: IPE03
 REFERENCE NUMBER: IN001
 REFERENCE NUMBER: IS001
 REFERENCE NUMBER: IS031
 REFERENCE NUMBER: IS003

APPROVED SOURCES OF SUPPLY:

AVIBANK MFG., INC.	84256	P/N AS165-101
SPACELOK INC.	16258	P/N SLB121-101
AVIBANK MFG., INC.	84256	P/N AS468-101

SPECS/STD/DRAWINGS:

I/A/W DRAWING NR 78286 70400-08159
 BASIC DTD 06 SEP 21
 AMEND NR M DTD 01 OCT 30
 TYPE NUMBER:
 I/A/W DRAWING NR 81996 QE-STD-1
 REFNO DTD 06 SEP 22
 AMEND NR D DTD 96 OCT 02
 TYPE NUMBER:
 I/A/W DRAWING NR 78286 70400-08159
 REFNO DTD 06 SEP 22
 AMEND NR L DTD 06 SEP 22
 TYPE NUMBER:
 I/A/W QAP 14153 QAP-00506
 REFNO DTD 06 SEP 23
 AMEND NR G DTD 03 JUL 07
 TYPE NUMBER:
 I/A/W QAP 13873 QAP-020
 REFNO DTD 06 OCT 07
 AMEND NR A DTD 04 APR 16
 TYPE NUMBER:
 I/A/W QAP 1X4F3 CDRL-CFAT-SPC05
 REFNO DTD 12 JUN 01
 AMEND NR DTD 12 MAY 24
 TYPE NUMBER:

I/A/W DRAWING NR 78286 70400-08159-101
 REFNO DTD 12 NOV 08
 AMEND NR DTD 12 NOV 07
 TYPE NUMBER:
 I/A/W DRAWING NR 78286 70400-08159
 REFNO DTD 12 NOV 08
 AMEND NR AJ DTD 03 JUN 09
 TYPE NUMBER:

PREP FOR DELIVERY

LINE ITEM 00003 TYPE OF COVERAGE: DLA DIRECT, CONUS

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
 QUP = 001: PRES MTHD = 10: CLNG/DRY = 1: PRESV MAT = 0
 WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNESS = X:
 UNIT CONT = A1: OPI = O:
 INTRMDTE CONT = D3: INTRMDTE CONT QTY = AAA:
 PACK CODE = U:
 MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
 SPECIAL MARKING CODE: 00 - No special marking
 PALLETIZATION SHALL BE IN ACCORDANCE WITH MD00100452 REV A
 DATED 04090

LINE ITEM 00004 NSN: 5306010965596 AEQ 675 EA

Requires Contractor First Article Testing (FAT):

With FAT Unit Price_____ (place on page 89)

(Includes costs for Line Item 9907)

Without FAT Unit Price_____ (place on page 89)

(Does not include cost for Line Item 9907)

Line Item-9907 First Article Test: First Article Test Report 1 TE
 (1 TE = 1 EA) IS Applicable to Line 00001 "With FAT" Unit Price.

See FAR 52.209-4 for information concerning the FAT requirement. Please cite an offer with that either includes the cost of FAT (With-Line Item 9907) or does not include FAT (Without-Line Item 9907). In the event the FAT is waived, no award will be which includes the cost for Line Item 9907.

Please provide delivery days for submission of FAT and Delivery Schedule

(Note: Please provide your Offers & Delivery information on Pricing Spread Sheet on page 91)

CRITICAL APPLICATION ITEM
BOLT, MACHINE
QAP-00 506 & QAP 1X4F3 CDRL-CFAT-SPC05 APPLIES
UNLESS OTHERWISE NOTED

THIS IS AN ARMY IDENTIFIED CRITICAL SAFETY ITEM (CSI).

THE ACCEPTABLE SOURCE(S) MUST MEET THE REQUIREMENTS OF THE CURRENT REVISION OF THE OEM DRAWING

OFFERORS NOT CITED AS ACCEPTABLE SOURCES IN THE PROCUREMENT ITEM DESCRIPTION ARE REQUIRED TO OBTAIN SOURCE APPROVAL FROM THE DESIGN CONTROL ACTIVITY. SOURCE APPROVAL REQUESTS/TECHNICAL DATA PACKAGES MUST BE SUBMITTED TO DLA WITH THE OFFER.

UNLESS OTHERWISE NOTED FIRST ARTICLE TESTING IS REQUIRED (See Caution Notice)

DATA IS PROPRIETARY OR INSUFFICIENT FOR COMPETITIVE PROCUREMENT

ALL REQUESTS FOR WAIVERS OR DEVIATIONS MUST BE FORWARDED TO THE DSC CONTRACTING OFFICER FOR REVIEW AND APPROVAL.

ALL ITEMS OF SUPPLY SHALL BE MARKED IAW MIL-STD-129. IN ADDITION, EACH UNIT PACK WILL BE MARKED WITH LOT AND SERIAL NUMBER (IF AVAILABLE), CONTRACTOR'S CAGE CODE, ACTUAL MANUFACTURER'S CAGE CODE AND PART NUMBER.

WHEN THE PURCHASE ORDER TEXT (POT) DESCRIBES THE REQUIRED PRODUCT(S) BY NAME AND PART NUMBER OF A SPECIFIC ENTITY, BY THE NAMES AND PART NUMBERS OF A NUMBER OF SPECIFIC ENTITIES, OR BY THE NAME(S) AND PART NUMBER(S) OF SPECIFIC ENTITY/ENTITIES AS MODIFIED BY ADDITIONAL REQUIREMENTS SET FORTH IN THE POT, ONLY THAT/THOSE PRODUCT(S) HAVE BEEN DETERMINED TO MEET THE NEEDS OF THE GOVERNMENT AND ARE ACCEPTABLE. SUCH PRODUCT(S) ARE "EXACT PRODUCT(S)" AS DEFINED IN "DLAD 52.217-9002, CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS."

A VENDOR OFFER/QUOTATION, "BID WITHOUT EXCEPTION," IS A CERTIFICATION THAT THE "EXACT PRODUCT," MANUFACTURED AND/OR SUPPLIED BY ONE OF THE ENTITIES CITED IN THE POT WILL BE FURNISHED UNDER THE CONTRACT OR ORDER. ANY PRODUCT NOT MANUFACTURED AND/OR SUPPLIED BY ONE OF THE ENTITIES CITED IN THE POT IS AN "ALTERNATE PRODUCT," EVEN THOUGH IT MIGHT BE MANUFACTURED IN ACCORDANCE WITH THE DRAWING(S) AND/OR SPECIFICATIONS OF ONE OF THE ENTITIES CITED IN THE POT.

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

DATA IS PROPRIETARY OR INSUFFICIENT FOR COMPETITIVE PROCUREMENT

QAP EQ003 APPLIES CRITICAL ITEM - SOURCE INSPECTION REQUIRED.

Quality conformance inspection requirement shall be in accordance with clause 52.246-9064.

ASQ H1331 Table 1 shall be used, and will take precedence over Sample Size Coding methods and Sampling Plan tables as outlined in military and federal specifications, standards, Commercial Item Descriptions (CIDs) prepared by DoD activities, and those sampling plans cited by military service and DLA Troop Support - Quality Assurance Provisions (QAPs). Those documents that identify the classification of characteristics as critical, major, and minor, shall have corresponding associated AQL Index values of 0.10, 1.0, and 4.0 respectively. ASQ H1331 takes precedence over non-government standard ASQ Z1.4. Those specifications, standards, CIDs, drawings and QAPs using sampling plans based on zero acceptance are excluded from these requirements, as are those not specifying characteristics as "critical", "major", and/or "minor".

Note See Glossary for Text information on associated Reference Numbers:

REFERENCE NUMBER: IN001
 REFERENCE NUMBER: IPE01
 REFERENCE NUMBER: IPE03
 REFERENCE NUMBER: ZE001
 REFERENCE NUMBER: ZE002
 REFERENCE NUMBER: IS031
 REFERENCE NUMBER: ZQA05
 REFERENCE NUMBER: IS032

APPROVED SOURCES OF SUPPLY:

AVIBANK MFG., INC.	84256	P/N AS165-104
SPACELOK INC.	16258	P/N SLB121-104
SIKORSKY AIRCRAFT CORPORATION	78286	P/N 70400-08159-104
AVIBANK MFG., INC.	84256	P/N AS468-104

SPECS/STD/DRAWINGS:

I/A/W DRAWING NR 78286 70400-08159
 BASIC DTD 06 SEP 21
 AMEND NR M DTD 01 OCT 30
 TYPE NUMBER: P/N 70400-08159-104
 I/A/W QAP 14153 QAP-00506
 REFNO DTD 06 SEP 23
 AMEND NR G DTD 03 JUL 07
 TYPE NUMBER:
 I/A/W DRAWING NR 78286 70400-08159-104
 REFNO DTD 11 MAY 12
 AMEND NR DTD 11 MAR 25
 TYPE NUMBER:
 I/A/W QAP 1X4F3 CDRL-CFAT-SPC05
 REFNO DTD 12 JUN 01
 AMEND NR DTD 12 MAY 24
 TYPE NUMBER:

PREP FOR DELIVERY

LINE ITEM 00004 TYPE OF COVERAGE: DLA DIRECT, CONUS

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999

QUP = 001: PRES MTHD = 10: CLNG/DRY = 1: PRESV MAT = 0

WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNESS = X:

UNIT CONT = A1: OPI = 0:

INTRMDTE CONT = D3: INTRMDTE CONT QTY = AAA:

PACK CODE = U:

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

SPECIAL MARKING CODE: 00 -No special marking

GLOSSARY

PACKAGING TEXT

THE FOLLOWING PARAGRAPH APPLIES TO ALL PACKAGING CALLED OUT IN THIS DOCUMENT:

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 December 15, 2002 (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.

REFERENCE NUMBER IAR02:

IN ADDITION TO THE REQUIREMENTS SPECIFIED IN THE LATEST REVISION OF MIL-STD-129, MARK EACH UNIT PACK WITH LOT NUMBER, CONTRACTOR CAGE CODE, MANUFACTURER'S CAGE CODE AND PART NUMBER.

ITEM DESCRIPTION TEXT:

REFERENCE NUMBER ZQA03:

THIS IS A NAVY IDENTIFIED CRITICAL SAFETY ITEM (CSI).

ALL REQUESTS FOR WAIVERS OR DEVIATIONS MUST BE FORWARDED TO THE DSC CONTRACTING OFFICER FOR REVIEW AND APPROVAL.

ALL ITEMS OF SUPPLY SHALL BE MARKED IAW MIL-STD-129. IN ADDITION, EACH UNIT PACK WILL BE MARKED WITH LOT AND SERIAL NUMBER (IF AVAILABLE), CONTRACTOR'S CAGE CODE, ACTUAL MANUFACTURER'S CAGE CODE AND PART NUMBER.

REFERENCE NUMBER IN001:

UNLESS OTHERWISE NOTED FIRST ARTICLE TESTING IS REQUIRED

REFERENCE NUMBER IS083:

WHEN THE PURCHASE ORDER TEXT (POT) DESCRIBES THE REQUIRED PRODUCT(S) BY NAME AND PART NUMBER OF A SPECIFIC ENTITY, BY THE NAMES AND PART NUMBERS OF A NUMBER OF SPECIFIC ENTITIES, OR BY THE NAME(S) AND PART NUMBER(S) OF SPECIFIC ENTITY/ENTITIES AS MODIFIED BY ADDITIONAL REQUIREMENTS SET FORTH IN THE POT, ONLY THAT/THOSE PRODUCT(S) HAVE BEEN DETERMINED TO MEET THE NEEDS OF THE GOVERNMENT AND ARE ACCEPTABLE. SUCH PRODUCT(S) ARE "EXACT PRODUCT(S)" AS DEFINED IN "DLAD 52.217-9002, CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS."

A VENDOR OFFER/QUOTATION, "BID WITHOUT EXCEPTION," IS A CERTIFICATION THAT THE "EXACT PRODUCT," MANUFACTURED AND/OR SUPPLIED BY ONE OF THE ENTITIES CITED IN THE POT WILL BE FURNISHED UNDER THE CONTRACT OR ORDER. ANY PRODUCT NOT MANUFACTURED AND/OR SUPPLIED BY ONE OF THE ENTITIES CITED IN THE POT IS AN "ALTERNATE PRODUCT," EVEN THOUGH IT MIGHT BE MANUFACTURED IN ACCORDANCE WITH THE DRAWING(S) AND/OR SPECIFICATIONS OF ONE OF THE ENTITIES CITED IN THE POT.

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

REFERENCE NUMBER IS032:

DATA IS PROPRIETARY OR INSUFFICIENT FOR
COMPETITIVE PROCUREMENT

REFERENCE NUMBER IS033:

THE ACCEPTABLE SOURCE(S) MUST MEET THE
REQUIREMENTS
OF THE CURRENT REVISION OF THE OEM DRAWING

OFFERORS NOT CITED AS ACCEPTABLE SOURCES IN THE
PROCUREMENT ITEM DESCRIPTION ARE REQUIRED TO
OBTAIN SOURCE APPROVAL FROM THE DESIGN CONTROL
ACTIVITY. SOURCE APPROVAL REQUESTS/TECHNICAL
DATA PACKAGES MUST BE SUBMITTED TO DLA WITH
THE OFFER.

REFERENCE NUMBER IPE01: QAP EQ003 APPLIES

REFERENCE NUMBER IPE03: CRITICAL ITEM - SOURCE INSPECTION REQUIRED.

REFERENCE NUMBER CQC05:

DLAD CLAUSE 52.246-9004, PRODUCT VERIFICATION
TESTING, IS HEREBY INCORPORATED, AND MAY BE
INVOKED AT THE DISCRETION OF THE PROCUREMENT
ACTIVITY.

REFERENCE NUMBER ZE002:

Quality conformance inspection requirements shall be in accordance with
clause 52.246-9064.

REFERENCE NUMBER ZE001:

ASQ H1331 Table 1 Shall be used, and will take precedence over Sample
Size Coding methods and Sampling Plan tables as outlined in military and
federal specifications, standards, Commercial Item Descriptions (CIDs)
prepared by DoD activities, and those sampling plans cited by military
service and DLA Troop Support - Quality Assurance Provisions (QAPs).
Those documents that identify the classification of characteristics as
critical, major, and minor, shall have corresponding associated AQL
Index values of 0.10, 1.0, and 4.0 respectively. ASQ H1331 takes
precedence over non-government standard ASQ Z1.4.

Those specifications, standards, CIDs, drawings and QAPs using sampling
plans based on zero acceptance are excluded from these requirements, as
are those not specifying characteristics as "critical", "major", and/or
"minor".

REFERENCE NUMBER IS031:

THE APPROVED SOURCE(S) MUST MEET THE REQUIREMENTS OF THE CURRENT REVISION OF THE SOURCE CONTROL DRAWING

OFFERORS NOT CITED AS APPROVED SOURCES IN THE PROCUREMENT ITEM DESCRIPTION ARE REQUIRED TO OBTAIN SOURCE APPROVAL FROM THE OEM. A COPY OF THE SOURCE APPROVAL REQUEST, TECHNICAL DATA PACKAGE OR CERTIFICATION OF PRIOR APPROVAL MUST ALSO BE SUBMITTED TO DLA WITH THE OFFER.

REFERENCE NUMBER ZQA05:

THIS IS AN ARMY IDENTIFIED CRITICAL SAFETY ITEM.

ALL REQUESTS FOR WAIVERS OR DEVIATIONS CLASSIFIED AS CRITICAL, MAJOR, OR MINOR MUST BE FORWARDED TO THE DSC CONTRACTING OFFICER FOR REVIEW AND APPROVAL.

ALL ITEMS OF SUPPLY SHALL BE MARKED IAW MIL-STD-129. IN ADDITION, EACH UNIT PACK WILL BE MARKED WITH LOT AND SERIAL NUMBER (IF AVAILABLE), CONTRACTOR'S CAGE CODE, ACTUAL MANUFACTURER'S CAGE CODE AND PART NUMBER.

REFERENCE NUMBER IS001:

MIL-STD-130N, 17 DEC 2007 IDENTIFICATION MARKING OF U.S. MILITARY PROPERTY

REFERENCE NUMBER IS003:

ITEM SURFACE MARKING REQUIREMENT: IN ADDITION TO MARKING REQUIREMENTS DEFINED BY TECHNICAL DATA, THE MANUFACTURER'S SYMBOL IS REQUIRED AND SHALL BE APPLIED DIRECTLY TO THE SURFACE OF THIS ITEM. THE MANUFACTURER'S SYMBOL MUST BE LISTED IN MIL-HDBK-57. DO NOT PLACE ANY MARKINGS ON BEARING SURFACES. MANUFACTURER'S SYMBOL IS NOT REQUIRED ON FASTENERS WITH A THREAD DIAMETER OF 0.190 INCHES AND SMALLER.

FOR MANUFACTURER'S SYMBOL REGISTRATION INFORMATION AND INQUIRIES PLEASE VISIT THE MIL-HDBK-57 URL AT:

http://www.troopsupport.dla.mil/ce/prod_services/logoreg.asp

QUALITY ASSURANCE PROVISIONS
14153 QAP-CSI000956413
24 NOV 08

P/N: 4024T64003
NSN: 5306-00-095-6413
TMS/NOMEN: TF34, Bolt, Self-Retaining
CRITICALITY: CSI
DATE OF DETERMINATION: 28-Oct-08

**APPLICABLE
CLAUSES:**

I. Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with drawing number General Electric Corp., 99207 Drawing PIN 4024T64 Rev. H and parts list revision level H or latest revision, and all details and specifications referenced therein.

**II. Quality/Inspection
Requirements**

- A MIL-1-45208 applies or ISO 9000 equivalent.**
- B. First Article Testing applies: Government Testing**
- C. Production Lot Testing applies: Government Testing**
- D. Mandatory Inspection**

applies. III. Supplemental

Requirements

- A. Additionally, paragraphs 3.1-3.5, 5.1-5.2, and 6.1-6.2 of MIL-Q-9858 or ISO 9000 equivalent applies.**
- B. The contractor shall include on the detailed process/operation sheets developed, a tracking method that is traceable to the contract, all manufacturing sources performing processes/operations both those performed in-house and those Outsourced and a tracking method that is traceable to the contract. These sheets shall not be revised or altered after the successful completion of First Article or Production Lot Testing without approval from the ESA located at the TF34 FST, Fleet Readiness Center Southeast Jacksonville FL via the PCO. Depending upon the proposed change, a new First Article Inspection may be required.**
- C. The Inspection Method Sheets (IMS) which list the characteristics of each item produced under the contract shall have traceability to the raw material, casting, or forging. The tracking method used on the IMS shall have traceability to the contract. In addition, the contractor is responsible for providing completed IMS showing the actual dimensions taken for all critical characteristics.**
- D. Markings shall be I/A/W MIL-STD-130 latest revision, and method and location shall be I/A/W drawing.**

IV. Mandatory Inspection Requirements

During production, mandatory inspection is required to be accomplished by the contractor as follows:

A Level of Inspection (LOI).

- 1) **Critical Characteristics: 100% inspection shall apply**
- 2) **Major and Minor Characteristics- LOI shall be 1/A/W sampling plan acceptable to the QAR**

B. Critical Characteristics for General Electric Corp., 99207 Drawing *PIN* 4024T64 are:

1. CRITICAL CHARACTERISTICS INSPECTION FOR NEW MANUFACTURED PARTS INCLUDES:

(a) HOOK MATERIAL: AMS 5544, HEAT TREATED PER AMS 5544 AFTER FORMING (REF A, ZONE B6).

(b) BOLT MATERIAL: INCO 718, GE SPECS C50TF13, CL-B. MAX. RAISED METAL ON SHANK DIAMETER: 0.0004 INCH (REF A, NOTE 8).

2. CRITICAL CHARACTERISTICS INSPECTION DURING REWORK INCLUDES:

(a) OVERALL HOOK AND BOLT FOR CRACKS AND DEFORMATION. NONE ALLOWED.

(b) HOOK FOR LOOSENESS NONE ALLOWED.

C. Major and Minor Characteristics

1) Shall be defined by the contractor subject to QAR concurrence, unless defined on applicable drawings and associated specifications.

V. Unless expressly provided for elsewhere in this clause, equipment such as fixtures, jigs, dies, patterns, templates, mylars, special tooling, test equipment, or any other manufacturing aid required for the manufacture and/or testing of the subject item(s) will not be provided by the Government and is the sole responsibility of the contractor. The foregoing applies notwithstanding any reference to such equipment or the furnishing thereof that may be contained in any drawing or referenced specification.

FIRST ARTICLE TEST REQUIREMENTS (GOVERNMENT TESTING)

P/N: 4024T64G03

NOMEN: TF34,Bolt, Self- Retaining

NSN: 5306-00-095-6413

Criticality: CSI

Criticality determination date: 28-Oct-08

I. First Article Inspection/Test Criteria:

The tests to be performed under the First Article approval clause of the contract are:

A Compliance with General Electric Corp. 99207 Drawing PIN 4024T64, parts list revision H or latest revision, and all details and specifications referenced therein.

B. Identification: Verification and certification that the parts are serialized and identified per the requirements of General Electric Corp., 99207 Drawing PIN 4024T64, parts list revision H, or latest revision, and all specifications referenced therein.

C. Packaging and Preservation: Verification that the parts have been packaged and preserved per the requirements of the contract.

D. Visual: Verification and certification of the overall workmanship of the First Article Sample(s).

E. Dimensional: Verification and certification of 100% dimension check of finished First Article Sample(s).

F. Non-Destructive Inspection: Fluorescent Penetrant Inspect per C501rF13 Cl B. IAW DWG

G. Fit/Form/Function: N/A

H. Material Analysis of the First Article Sample(s): Bolt material-Inca 718 per GE Specification. C50TF13, CL B, IAW DWG.

I. Review of documentation as provided under DD I 423 requirements.

In addition to the above tests, the First Article(s) to be delivered hereunder shall also be Subjected to those tests that will demonstrate that the articles comply with contract requirements. The contractor shall be responsible for providing necessary parts and replair of the First Article(s) during testing.

II. Samples to be submitted for testing:

A Quantity 2 each.

B. Estimated Cost: TBD

III. Special Instructions:

A Upon successful first article inspection all processes are to be frozen. Any change to the manufacturing process will be cause for a new First Article Inspection.

B. One sample will be destroyed during testing and will not be returned to tllie contractor. One sample may be considered as production items under the contract provided tln sample could be refurbished to ready for issue (RFI) condition and provided the sample has irnspection approval of the cognizant QAR. Sample(s) may be shipped as production items only after all other tmits required under the contract have been produced and are ready for shipment.

C Waiver of the destruction of the First Article Test piece may be granted if the contractor provides a certified test coupon that is of the same material and has undergone the same special processes as the First Article test piece.

D. One sample is to be unpainted and all corrosive areas are to be coated with a light preservative on both samples.

IV. Notification of Shipment of Material for Government Testing

A. Fourteen (14) days prior to shipment of the First Article Sample(s) the contractor shall notify the designated test facility, in writing of the anticipated shipping date, with an information copy to the PCO, ACO, and QAR. The contractor shall also arrange for preliminary inspection of test sample(s) by the CAO/QAR. The First Article Sample(s) shall be forwarded to the following First Article point of contact at the designated test facility:

Fleet Readiness Center Southeast (FRCSE)
6206 AVIATION AVE
CECIL COMMERCE CENTER
FAT TEST OFFICE
JACKSONVILLE FL 32221-8112
ATTN: LARRY GIGGEY 4.1.9
(904) 317-1715

B. Upon shipment of First Article Sample(s), two (2) copies of the Material Inspection and Receiving Report (DD Form 250), bearing the QAR's signature and indication of preliminary inspection, shall be forwarded to the PCO/ACO Code DSCP, and the designated test facility. In addition, the contractor must supply all detailed process/operation sheets, Inspection Method Sheets, First Article Test Report (Signed by the QAR), and all Certificates of Compliance for material (including chemical analysis), Fluorescent Penetrant Inspection and any out-sourced process conducted on the First Article Sample(s).

These items and documentation may either be placed in the shipping container with the sample(s) or sent separately, however the envelopes shall be clearly marked, "DO NOT OPEN IN MAILROOM." These items and documentation shall be sent to the following point of contact:

Fleet Readiness Center Southeast (FRCSE)
6206 AVIATION AVE
CECIL COMMERCE CENTER
FAT TEST OFFICE
JACKSONVILLE FL 32221-8112
ATTN: LARRY GIGGEY 4.1.9
(904) 317-1715

Within 120 days after receipt of the sample(s) the test site shall complete testing/evaluation and submit a copy of their test report with conclusions and recommendations to DSCR-VGC.

ALTERNATE OFFERS- WAIVER OF FIRST ARTICLE APPROVAL REQUIREMENTS

I. Unless otherwise specified in the solicitation, NAYAIR reserves the right to waive the First Article Approval. Requirements specified herein for offerors who have previously furnished IDENTICAL production articles accepted by the Government or the Original Equipment Manufacturer/Prime Contractor. An offeror requesting waiver of First Article Approval Requirements shall submit evidence with its offer establishing that:

(a) the last production unit was delivered within three (3) years of the issue date of solicitation, AND

(b) the production location to be used for this requirement is the same as used for the previous production run.

Additionally, the offeror shall submit a CERTIFICATION, to be executed by the officer or employee responsible for the offer, stating that:

(c) the articles to be provided will be produced using the same facilities, processes, sequence of operations and approved subcontractors as those previously delivered and accepted by the Government or the Original Equipment Manufacturer/Prime Contractor, AND

(d) the previous production units were manufactured without Material Review Board disposition or waiver/deviation request or rejection of pre-production samples for cause.

(NOTE: This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.)

II. Offerors requesting waiver of First Article Approval Requirements under the provisions of this clause are cautioned to submit two prices for articles required herein -one that is based on compliance with the First Article Approval Requirements AND one that is based on a waiver of such requirements. Where an offeror submits only one price and fails to clearly state that the price is based on waiver of the First Article Approval Requirements, it will be deemed to be based on compliance with the First Article Approval Requirements.

III. In the event that waiver of the First Article Approval Requirements is granted, the delivery schedule for the production items shall be reduced by the number of days designated for delivery of First Article Test unit plus the number of calendar days indicated for the government notification of conditional approval or approval. These requirements are specified in the quality assurance section of this solicitation. If the offeror is unable to meet the desired schedule, he shall insert below the alternate delivery schedule he offers to the government.

Offeror's Proposed Alternate Delivery Schedule
(Based on waiver of First Article Approval Requirements)

Item No. _____ Quantity _____ _____ Days After Contract Award

FIRST ARTICLE APPROVAL (GOVERNMENT TESTING)

P/N: 4024T64G03

NSN: 5306-00-095-6413

TMS/NOMEN: TF34, Bolt, Self-Retaining

CRITICALITY: CSI

DATE OF DETERMINATION: 28-Oct-08

APPLICABLE CLAUSES:

A The contractor shall deliver unit(s) of lot/item within 180 calendar days from the date of this contract to the activity listed below for the purpose of partial inspection/testing and preparation of test report per the requirements specified in MIL-HDBK-831 prior to forwarding sample(s) with report to the Government designated test facility listed below:

Fleet Readiness Center Southeast (FRCSE)
6206 AVIATION AVE
CECIL COMMERCE CENTER
FAT TEST OFFICE
JACKSONVILLE FL 32221-8112
ATTN: LARRY GIGGEY 4.1.9
(904) 317-1715

B. The contractor shall deliver 2 unit(s) of lot/item within 180 calendar days from the date of this contract to the Government Marking of test sample(s) shipping container: "FOR FIRST ARTICLE TESTING. NOT RFI MATERIAL. DO NOT TAKE UP IN STOCK. CONTRACT NUMBER: TBD. For First Article Test, the shipping documentation shall contain this contract number and the lot/item identification. The characteristics that the First Article must meet the testing requirements are specified elsewhere in this contract.

C Within 120 calendar days after the Government testing facility receives the First Article Sample(s), the QAR's signed Material Inspection and Receiving Report, DO Form 250 and all detailed Process/Operation Sheets, Inspection Method Sheets, First Article Test Report (Signed by the QAR), and all Certificates of Compliance for material (including chemical analysis), Fluorescent Penetrant Inspection, any out-sourced process conducted on the First Article Sample(s) and all technical data used to manufacture the First Article Sample(s), the contracting officer shall notify the contractor, in writing, of the conditional approval, approval or disapproval of the First Article. The notice of conditional approval or approval shall not relieve the contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite reasons for the disapproval.

D. If the First Article is disapproved, the contractor, upon Government request, shall submit an additional First Article for testing. After each request, the contractor shall make any necessary changes, modification, or repairs to the First Article or select another First Article for testing.

All costs related to these tests are to be borne by the contractor, including any and all costs for additional tests following disapproval. The contractor shall furnish any additional First Article to the Government under the terms and conditions called within the time specified by the Government. The Government shall act on this First Article within the time limit specified in paragraph B above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

E. If the contractor fails to deliver any First Article on time, or the contracting officer disapproves any First Article, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract.

F. Unless otherwise provided in the contract, the contractor

1) May deliver the approved First Article: as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing and;

2) Shall remove and dispose of any First Article from the Government test facility at the contractor's expense.

G. If the Government does not act within the time specified in paragraph B or C above, the contracting officer shall, upon timely written request from the contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

H. The contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the First Article during any First Article Test.

I. Before First Article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the contractor. Before First Article approval, the cost to there of shall not be allocable to this contract for

1) progress payments, or

2) termination settlements if the contract is terminated for the convenience of the Government.

J. The contractor shall produce both the First Article and the production quantity at the same facility and shall submit a certification to this effect with each First Article and production lot.

K. The contractor shall provide specific written notification to the procuring contracting officer informing him of the shipment of any; article(s) furnished in accordance with this clause. Such notification must be addressed to the attention of the ACO with copies to DSCP and to the testing activity. Failure to provide such notification shall excuse the Government from any delay in performing First Article Testing and informing the contractor of the results thereof

QAP-CSI003167426

P/N: (0B9R9) GY1810-60

NSN: 5306-00-316-7426

NOMEN: BOLT, SHEAR

CRITICALITY: CRITICAL SAFETY ITEM

DATE OF DETERMINATION: 14 APRIL 2010

APPLICABLE CLAUSES:

Articles to be furnished hereunder shall be manufactured, tested and inspected in accordance with drawing number (0B9R9) GY18, revision "H" or latest revision and all details and specifications referenced therein.

I. Parts list sheets Revision "H" or latest revision date shall be utilized in manufacture of the articles to be furnished hereunder.

II. Quality/Inspection Requirements

- A. MIL-I-45208 applies or ISO 9000 equivalent.
- B. First Article testing applies. (Government Testing)
- C. Production Lot Testing applies. (Government testing)

- D. Mandatory Inspection Required.

III. Supplemental Requirements

A. Additionally, paragraphs 3.1-3.5, 5.1-5.2, and 6.1-6.2 of MIL-Q-9858 apply or ISO 9000 equivalent applies.

B. The contractor shall identify on the process/operation sheets, a tracking method that is traceable to the contract, all manufacturing sources performing processes/operations outside of their facilities. These sheets shall not be revised or altered after the successful completion of First Article or Production Lot Testing without approval from the ESA located at the C130FST.8

Engineering; Fleet Readiness Center East, Cherry Point, NC, via the PCO. Depending upon the proposed change, a new First Article Inspection may be required.

C. The Inspection Method Sheets, which list the characteristics of each item produced under the contract shall have serial number traceability to the raw material, casting, or forging. The tracking method used on the inspection/method sheets shall be traceable to the contract. In addition, the contractor is responsible for providing completed inspection method sheets showing the actual dimensions taken of all critical characteristics.

D. The contractor shall provide all certificates of compliance for any material purchased or

any processes performed by a sub-vendor, i.e. heat treat, NDI, plating, painting, etc. All material and/or process sub-vendors shall be OEM approved sources.

E. Markings should be I/A/W MIL-STD-130L or latest revision. Method and location shall be I/A/W drawing.

IV. Mandatory Inspection Requirements

During production, mandatory inspection is required to be accomplished by the contractor as follows:

A. Level of Inspection (LOI).

- 1) Critical Characteristics: 100% inspection shall apply
- 2) Major & Minor Characteristics - LOI shall be I/A/W sampling plan acceptable to the QAR

B. Critical Characteristics Meggitt Aircraft Braking Systems Drawing (0B9R9) GY18:

- 1) Bolt Head Diameter (Dim "B") = 1.040 inches – 1.050 inches [ZONES "F7" & "B7"]
- 2) Bolt Shank Diameter (Dim "A") = 0.6230 inch – 0.6240 inch [ZONES "F7" & "D8"]
- 3) Grip Length (Dim "GRIP",) = 3.740 inches – 3.760 inches [ZONES "G7" & "E5"]
- 4) Bolt Length (Dim "L") = 4.673 inches – 4.703 inches [ZONES "G6" & "E3"]
- 5) Bolt Head Height (Dim "H") = 0.608 inch – 0.628 inch [ZONES "G7" & "D7"]
- 6) Bolt Head Washer Height (Dim "C") = 0.140 inch – 0.160 inch [ZONES "F7" & "D8"]
- 7) Bolt Head Solid Thickness (Dim "E") = 0.327 inch MIN [ZONES "F7" & "D7"]
- 8) Thread: 0.625-18UNJF-3A IAW SAE AS8879 except that Thread Major Diameter shall be 0.6220 inch MAX [ZONES "F6" & "D8"]
- 9) Head to Shank Fillet Radius (Dim "R") = 0.063 inch – 0.073 inch [ZONES "F7" & "D7"]

C. Major and Minor Characteristics

1) Shall be defined by the contractor subject to QAR concurrence, unless defined on applicable drawings and associated specifications.

D. Unless expressly provided for elsewhere in this clause, equipment such as fixtures, jigs, dies, patterns, templates, mylars, special tooling, test equipment, or any other manufacturing aid required for the manufacture and/or testing of the subject item(s) will not be provided by the Government and is the sole responsibility of the contractor. The foregoing applies notwithstanding any reference to such equipment or the furnishing thereof that may be contained in any drawing or referenced specification.

FIRST ARTICLE APPROVAL (GOVERNMENT TESTING)

P/N: (0B9R9) GY1810-60

NSN: 5306-00-316-7426

NOMEN: C-130 BOLT, SHEAR

CRITICALITY: CRITICAL SAFETY ITEM

DATE OF DETERMINATION: 14 April 2010

APPLICABLE CLAUSES:

A. The contractor shall deliver unit(s) of lot/item within 180 calendar days from the date of this contract to the activity listed below for the purpose of partial inspection/testing and preparation of test report per the requirements specified in MIL-HDBK-831 prior to forwarding sample(s) with report to the Government designated test facility listed below:

**First Article Testing Office, Station 31B
Fleet Readiness Center East, Attn: 4.1.9
Building 154B, Cleveland Drive
MCAS Cherry Point, NC 28533-5000**

B. The contractor shall deliver 2 unit(s) of lot/item within 180 calendar days from the date of this contract to the Government Marking of test sample(s) shipping container: "FOR FIRST ARTICLE TESTING. NOT RFI MATERIAL. DO NOT TAKE UP IN STOCK. CONTRACT NUMBER: For First Article Test, the shipping documentation shall contain this contract number and the lot/item identification. The characteristics that the First Article must meet the testing requirements are specified elsewhere in this contract.

C. Within 120 calendar days after the Government testing facility receives the First Article Sample(s), the QAR's signed Material Inspection and Receiving Report, DD Form 250 and all detailed Process/Operation Sheets, Inspection Method Sheets, First Article Test Report (Signed by the QAR), and all Certificates of Compliance for material (including chemical analysis),

Magnetic Particle Inspection, any out-sourced process conducted on the First Article Sample(s) and all technical data used to manufacture the First Article Sample(s), the contracting officer shall notify the contractor, in writing, of the conditional approval, approval or disapproval of the First Article. The notice of conditional approval or approval shall not relieve the contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite reasons for the disapproval.

D. If the First Article is disapproved, the contractor, upon Government request, shall submit an additional First Article for testing. After each request, the contractor shall make any necessary changes, modification, or repairs to the First Article or select another First Article for testing. All costs related to these tests are to be borne by the contractor, including any and all costs for additional tests following disapproval. The contractor shall furnish any additional First Article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this First Article within the time limit specified in paragraph B above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

E. If the contractor fails to deliver any First Article on time, or the contracting officer disapproves any First Article, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract.

F. Unless otherwise provided in the contract, the contractor

1) May deliver the approved First Article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing and;

2) Shall remove and dispose of any First Article from the Government test facility at the contractor's expense.

G. If the Government does not act within the time specified in paragraph B or C above, the contracting officer shall, upon timely written request from the contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

H. The contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the First Article during any First Article Test.

I. Before First Article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the contractor. Before First Article approval, the costs thereof shall not be allocable to this contract for

1) progress payments, or

2) termination settlements if the contract is terminated for the convenience of the Government.

J. The contractor shall produce both the First Article and the production quantity at the same facility and shall submit a certification to this effect with each First Article and production lot.

K. The contractor shall provide specific written notification to the procuring contracting officer informing him of the shipment of any; article(s) furnished in accordance with this clause. Such notification must be addressed to the attention of the ACO with copies to DSCP and to the testing activity. Failure to provide such notification shall excuse the Government from any delay in performing First Article Testing and informing the contractor of the results thereof.

FIRST ARTICLE TEST REQUIREMENTS (GOVERNMENT TESTING)

P/N: (0B9R9) GY1810-60

NSN: 5306-00-316-7426

NOMEN: C-130 BOLT, SHEAR

CRITICALITY: CRITICAL SAFETY ITEM

DATE OF DETERMINATION: 14 APRIL 2010

I. First Article Inspection/Test Criteria:

The tests to be performed under the First Article approval clause of the contract are:

- A. Compliance with drawing number (0B9R9) GY18, revision "H" or latest revision level, and parts list revision and all details and specifications referenced therein.
- B. Identification: Verification and certification that the parts are identified per the requirements of drawing number (0B9R9) GY18, revision "H" or latest revision level and all specifications referenced therein.
- C. Packaging and Preservation: Verification that the parts have been packaged and preserved per the requirements of the contract.
- D. Verification and certification of the overall workmanship of the First Article Sample(s).
- E. Visual: Workmanship
- F. Dimensional: 100% dimensional.

- G. Non-Destructive Inspection: Magnetic Particle Inspection per SS8805
- H. Fit/Form/Function: NHA
- I. Material Analysis of the First Article Sample(s):
 - a. Verification and certification of 4340 Alloy Steel per SAE AMS6415 or 8740 Alloy Steel per SAE AMS6322
- J. Heat Treat P/N (0B9R9) GY1810-60 to HRC 39-43 (NOTE: Hardness testing to be done on shank prior to plating.)
- K. Cadmium Plate per AMS-QQ-P-416C
- L. Review of documentation as provided under DD 1423 requirements.

In addition to the above tests, the First Article(s) to be delivered hereunder shall also be subjected to those tests that will demonstrate that the articles comply with contract requirements.

The contractor shall be responsible for providing necessary parts and repair of the First Article(s) during testing.

II. Samples to be submitted for testing:

- A. Quantity two (2) each.
- B. Estimated Cost: POC for estimates at NADEP CP is Mr. Harold Hardison, Code 6.1.1.1, (252) 464-7228 or harold.hardison@navy.mil

III. Special Instructions:

- A. Upon successful first article inspection all processes are to be frozen.
- B. One sample(s) will be destroyed during testing and will not be returned to the contractor. One sample(s) may be considered as production items under the contract provided the sample could be refurbished to ready for issue (RFI) condition and provided the sample has inspection approval of the cognizant QAR. Sample(s) may be shipped as production items only after all other units required under the contract have been produced and are ready for shipment.

C. Waiver of the destruction of the First Article test piece may be granted if the contractor provides a certified test coupon that is of the same material and has undergone the same special processes as the First Article test piece.

D. One sample is to be unpainted and all corrosive areas are to be coated with a light preservative on both samples.

Notification of Shipment of Material for Government Testing

A. Fourteen (14) days prior to shipment of the First Article Sample(s) the contractor shall notify the designated test facility, in writing of the anticipated shipping date, with an information copy to the PCO, ACO, and QAR. The contractor shall also arrange for preliminary inspection of test sample(s) by the CAO/QAR. The First Article Sample(s) shall be forwarded to the following First Article point of contact at the designated test facility:

**First Article Testing Office, Station 31B
Fleet Readiness Center East, Attn: 4.1.9
Building 154B, Cleveland Drive
MCAS Cherry Point, NC 28533-5000**

B. Upon shipment of First Article Sample(s), two (2) copies of the Material Inspection and Receiving Report (DD Form 250), bearing the QAR's signature and indication of preliminary inspection, shall be forwarded to the PCO/ACO Code DSCR, and the designated test facility. In addition, the contractor must supply all detailed process/operation sheets, Inspection Method Sheets, First Article Test Report (Signed by the QAR), and all Certificates of Compliance for material (including chemical analysis), Magnetic Particle Inspection and any out-sourced process conducted on the First Article Sample(s). All technical data used to manufacture the First Article (s) shall be sent to the testing facility. These forms and documentation may either be placed in the shipping container with the sample(s) or sent separately however the envelopes shall be clearly marked, "DO NOT OPEN IN MAILROOM." These forms and documentation shall be sent to the following point of contact:

**First Article Testing Office, Station 31B
Fleet Readiness Center East, Attn: 4.1.9
Building 154B, Cleveland Drive
MCAS Cherry Point, NC 28533-5000**

Within 120 days after receipt of the sample(s) the test site shall complete testing/evaluation and submit a copy of their test report with conclusions and recommendations to DSCP.

- **PRODUCTION LOT TESTING APPROVAL (GOVERNMENT TESTING)**

P/N: (0B9R9) GY1810-60

NSN: 5306-00-316-7426

NOMEN: C-130 BOLT, SHEAR

CRITICALITY: CRITICAL SAFETY ITEM

DATE OF DETERMINATION: 14 APRIL 2010

A. The Production Lot Samples shall be:

1. Selected at random by the cognizant government QAR. Such samples shall be submitted via the cognizant government inspector, and all transportation charges prepaid by the contractor to:

**First Article Testing Office, Station 31B
Fleet Readiness Center East, Attn: 4.1.9
Building 154B, Cleveland Drive
MCAS Cherry Point, NC 28533-5000**

2. The samples shipping container and samples shall be identified by contract number, lot number and be clearly marked as follows:

**PRODUCTION LOT TEST SAMPLES
NON-RFI MATERIAL
DO NOT TAKE UP IN STOCK**

B. Such samples shall be delivered to the testing facility in sufficient time prior to the delivery date of the production articles to allow a 90 day period for testing and written notification by the contracting officer of the approval or disapproval of the samples. Within 120 days of the receipt of the samples, the testing facility shall notify the contracting officer, PCO/ACO of the results of the testing, together with the recommendation for approval or disapproval.

C. In the event the contractor does not receive written notification of approval or disapproval of the samples for a particular lot within 120 days from their submission for such testing, the contract delivery schedule shall be equitably adjusted as necessary.

D. If the contractor fails to deliver any Production Lot Samples for testing within the time or times specified, or if the contracting officer disapproves any Production Lot Samples, the contractor shall be deemed to have failed to make delivery within the meaning of the default clause of this contract, and this contract shall be subject to termination for default.

E. In order for a Production Lot to be acceptable, all samples representative of the lot must pass all the contract requirements. In the event a sample fails to pass such requirements, the lot will

PRODUCTION LOT TESTING APPROVAL (GOVERNMENT TESTING) continued

be rejected. In such event, the government may, at its option and at no additional cost to the government, (I) terminated all or any portion of this contract for default, (II) require the manufacture of a new Production Lot, or a rework of the rejected Production Lot if the means

and procedures by the contractor for rework are acceptable to the government, or (III) require the submission of additional samples for test. The foregoing procedures shall apply to new or reworked Production Lots in the same way as they did to the original Production Lot.

F. For each additional sample or each resubmission of a modified sample which the contractor is required to submit for approval hereunder as a result of a failure of a previous sample to conform to the requirements of the specification, the contractor shall pay to the government the costs of reinspection, examination and retesting and the contractor and his sureties (if any) shall be liable for the amount of such costs.

G. The contractor must provide material disposition instructions to the First Article Coordinator at the POC and address below for the return of the production lot samples.

**First Article Testing Office, Station
31B Fleet Readiness Center East, Attn:
4.1.9
Building 154B, Cleveland Drive
MCAS Cherry Point, NC 28533-5000**

H. Nothing contained in the foregoing provisions of this clause, and not action of the government in accordance herewith, shall in any way prejudice the right of the government under this clause of this contract entitled default.

P/N: (0B9R9) GY1810-60
NSN: 5306-00-316-7426
NOMEN: C-130 BOLT, SHEAR
CRITICALITY: CRITICAL SAFETY ITEM
DATE OF DETERMINATION: 14 APRIL 2010

The material produced under contract shall be accepted by the cognizant CAO/QAR upon the successful completion of these requirements.

I. Production Lot Test Requirements

A. The cognizant CAO/QAR shall select the applicable number of items at random from the production lot per the ANSI/ASQC Z1.4 Sampling Procedures and Tables for Inspection by Attributes. In addition the QAR shall select the applicable number of items at random from each successive lot or portion thereof per the ANSI/ASQC Z1.4 Sampling Procedures and Tables for Inspection by Attributes.

B. Production Lot Testing to be completed during production after First Article Approval.

C. Sample(s) submitted shall be in Ready-for-Issue Condition. Corrosive areas of sample(s) submitted to be coated with a light preservative.

D. If sample(s) are not destroyed during testing and are in RFI condition, they will be put into Defense Logistic Agency stock. All other samples will be returned to the contractor.

II. The tests to be performed under the Production Lot Sample testing provisions of the contract are:

A. Compliance with (0B9R9) GY18, revision "H" or latest revision and all details and specifications referenced therein.

B. Identification: Verification and certification that the parts are identified per the requirements of (0B9R9) GY18, revision "H" or latest revision and all details and specifications referenced therein.

C. Packaging and Preservation: Verification that the parts have been packaged and preserved per the requirements of the contract.

D. Visual: Verification and certification of the overall workmanship of the Production Lot Sample(s).

E. Dimensional: Verification and certification of 100% dimension check of finished Production Lot Sample(s).

F. Fit/Form/Function: NHA

G. Material Analysis of the Production Lot Sample(s):

- a. Verification and certification of 4340 Alloy Steel per SAE AMS6415 or 8740 Alloy Steel per SAE AMS6322

H. Certification of Cadmium Plate per SAE AMS-QQ-P-416C

I. Certification of Heat Treat to Rockwell Hardness 39-43.

J. Certification of Magnetic Particle Inspection per ASTM E1444E

In addition to the above tests, the Product Lot Sample(s) to be delivered hereunder shall also be subjected to those tests, which will demonstrate that the sample(s) comply with contract requirements.

III. Testing Location

A. The contractor is to ship sample(s) and all required documentation and technical data to:

**First Article Testing Office, Station 31B
Fleet Readiness Center East, Attn: 4.1.9
Building 154B, Cleveland Drive
MCAS Cherry Point, NC 28533-5000**

B. The shipping container marking: "FOR PRODUCTION LOT TESTING. NON PLT MATERIAL. DO NOT TAKE UP IN STOCK. CONTRACT NUMBER_____."

Within fifteen (15) days of completion of Production Lot Testing the CAO/QAR shall prepare and submit two (2) copies of their test report with conclusions and recommendations to the Contracting Officer.

Shipment and Distribution of Sample(s):

A. Fourteen (14) days prior to shipment of Production Lot Sample(s) the contractor shall notify the designated test facility, in writing of the anticipated shipping date, with an information copy to the PCO, ACO and the QAR. The contractor shall also arrange for preliminary inspection of test samples by the CAO/QAR.

B. Upon shipment of the Production Lot Sample(s), two (2) copies of the Material Inspection and Receiving Report (DD Form 250), bearing the QAR's signature and indication of preliminary inspection, shall be forwarded to the PCO/ACO (Code DSCR), and the testing facility. In addition, the contractor shall provide all detailed Process/Operation Sheets, Inspection Method Sheets, First Article Test Report (Signed by the QAR), and all Certificates of Compliance for material (including chemical analysis), Fluorescent Penetrant Inspection, any out-sourced process conducted on the Production Lot Sample(s) and all technical data used to manufacture the Production Lot Sample(s) to the testing facility. The envelopes shall be clearly marked, "DO NOT OPEN IN MAILROOM".

C. Production Lot Sample(s) may be considered as production items under the contract provided the sample(s) can be refurbished to Ready for Issue (RFI) condition and provided sample(s) have inspection approval from the cognizant DCMAO and the ESA, C130FST.8 Engineering, In Service Support Center, Cherry Point, NC. Sample(s) may be shipped as production items ONLY after all other units required under contract have been produced and are ready for shipment.

D. Sample(s) will be returned to the contractor. The contractor must provide material disposition instructions to:

**First Article Testing Office, Station 31B
Fleet Readiness Center East, Attn: 4.1.9
Building 154B, Cleveland Drive
MCAS Cherry Point, NC 28533-5000**

E. The designated test facility and the contracting officer shall be notified as to all shipping data applicable to the sample(s), such as bill of lading number, method of shipment, etc. within fourteen (14) days prior to shipping.

(Please provide your offered pricing here):

Offer/Pricing Spreadsheet:

CSI Bolts with FAT:		ANNUAL			OFFERED	OFFERED	
SPM5EC-13- R-0003		DEMAND		REQ.	UNIT	DELIVERY	OFFERED MFG
ITEMS:	NSNS:	QUANTITY:	U/I	DEL.	PRICE:	DAYS	CAGE:
0001	5306000956413	13,215	EA	360			
0001	With FAT						
0001	Without FAT						
0002	5306003167426	6265	EA	360			
0002	With FAT						
0002	Without FAT						
0003	5306010965592	5165	EA	360			
0003	With FAT						
0003	Without FAT						
0004	5306010965596	675	EA	360			
0004	With FAT						
0004	Without FAT						

DLAD 52.215-9023 Reverse Auction NOV 2012

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) The reverse auction system currently in use designates offers as "Lead," meaning the current low price in that auction, or "Not Lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "Lead" and the second or subsequent offer of that price as "Not Lead." Offerors shall not submit a tie offer, since this is inconsistent with the purpose of the reverse auction. If a tie offer is submitted, the "Not Lead" offeror that submitted the tie offer must offer a changed price; it will be ineligible for award if the final price in the auction is the tie offer price.

(f) 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, or the Contracting Officer determines that it would be in the best interest of the Government to re-open the auction.

(g) 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 Defense Logistic 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 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 or commercial reverse auction service provider's terms and conditions.

DLAD 52.217-9002 Conditions for Evaluation and Acceptance of Offers for Part Numbered Items (Dec 2011)

Note: This clause applies to Non Source Controlled Items on this solicitation and items that may be added in the future via the Add/Delete Clause.

(a) The product described in the acquisition identification description (AID) of this solicitation is that product which the Government has determined to be acceptable. All Offerors shall indicate below, or

through an alternative means in an electronic quoting system, whether they are offering an “exact product,” an “alternate product” (which includes a “previously reverse-engineered product”), a “superceding part number,” or a “previously-approved product;” and shall furnish the data required for whichever is applicable. (To determine which type of product to indicate, Offerors must refer to the criteria in subparagraphs (b)-(e) of this provision, respectively.) Any product offered must be either a product cited in the AID; or be physically, mechanically, electrically, and functionally interchangeable with a product cited in the AID, including additional requirements referred to in the AID, if any.

- Exact Product – Applies to CLIN(s):
- Alternate/Previously Reverse-Engineered Product – Applies to CLIN(s):
- Superceding Part Number – Applies to CLIN(s):
- Previously-Approved Product – Applies to CLIN(s):

(b) “Exact product.”

(1) “Exact product” means a product described by the name of an approved source and its corresponding part number, as currently cited in the AID; modified (if necessary) to conform to any additional requirements set forth in the AID; and manufactured by, or under the direction of, that approved source. If an Offeror indicates that an “exact product” is being offered, the Offeror must meet one of the descriptions in subparagraphs (i)-(iv) below. (Any Offeror not meeting one of these descriptions is not considered to be offering “exact product;” even though the item may be manufactured in accordance with the drawings and/or specifications of an approved source currently cited in the AID.) For any Offeror other than the manufacturer cited in the AID, the Contracting Officer may request evidence to demonstrate technical acceptability of the supplies offered. Evidence requested will generally include information tracing the supplies back to the original equipment manufacturer or its authorized distributor. At a minimum, evidence must be sufficient to establish the identity of the product and its manufacturing source. The Contracting Officer determines the acceptability and sufficiency of documentation or other evidence, at his or her sole discretion. If an Offeror fails to provide the requested evidence/information or provides information that the

Contracting Officer finds unacceptable, its offer may be rejected without further consideration under this solicitation.

- (i) An approved source currently cited in the AID offering its corresponding part number as cited in the AID;
- (ii) A dealer/distributor offering the product of an approved source that meets the description in subparagraph (i) above;
- (iii) A manufacturer who (A) produces the offered item under the direction of an approved source currently cited in the AID; and (B) has authorization from that approved source to manufacture the item, identify it as that approved source’s name and part number, and sell the item directly to the Government. If requested by the Contracting Officer, the Offeror must provide documentation to demonstrate such authorization, or other evidence of technical acceptability such as information that traces the supplies back

to the original equipment manufacturer. Such evidence could be documentation obtained directly from the approved source or identification on a Web site maintained by the approved source confirming that the manufacturer is an acceptable source for the item identified by that approved source's name and part number. If evidence cannot be obtained directly from the approved source, this does not necessarily preclude acceptance of the offer, if the Offeror provides adequate documentation or other evidence allowing the Contracting Officer to determine the approved source has oversight of and involvement in the manufacturing process.

(iv) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (iii) above. If requested by the Contracting Officer, the Offeror/Contractor must provide documentation that demonstrates such authorization or other evidence of technical acceptability such as information that traces the supplies back to the original equipment manufacturer or its authorized distributor. Such evidence could be documentation obtained directly from the approved source or identification on a Web site maintained by the approved source confirming that the item being offered is produced by a manufacturer that is an acceptable source for the item identified by that approved source's name and part number. If evidence cannot be obtained directly from the approved source or manufacturing source, this does not necessarily preclude acceptance of the offer, if the contracting officer can adequately document that the approved source has oversight of and involvement in the manufacturing process by other means.

(1) When the AID identifies the item being acquired as a critical safety item (CSI), offers of exact product will be evaluated in accordance with 52.211-9005.

(c) "Alternate product."

(1) The Offeror must indicate that an "alternate product" is being offered if the Offeror is any one of the following:

- (i) An Offeror who (A) manufactures the item for an approved source currently cited in the AID; and (B) does not have authorization from that approved source to manufacture the item, identify it as the approved source part number, and sell the item directly to the Government;
- (ii) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (i) above;
- (iii) An Offeror of a previously reverse-engineered product that is not currently cited in the AID; or
- (iv) Any other Offeror who does not meet the criteria in subparagraphs (b)(1), (d), or (e) of this provision.

(1) If an alternate product is offered, the Offeror shall furnish with its offer legible copies of all drawings, specifications, or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted shall cover design, materials, performance, function, interchangeability, inspection and/or testing criteria, and other characteristics of the offered product. If the offered product is to be manufactured in accordance with data the Offeror has obtained from elsewhere within the Government, the Offeror shall

either furnish the detailed data specified in this paragraph, or supply a description of the data package in its possession; i.e., basic data document and revision, the date the data was obtained and from whom (Government agency/activity). If the Offeror does not furnish the detailed data with its offer, the Contracting Officer will be unable to begin evaluation of the offered product until such time as the detailed data can be obtained from the Government agency/activity possessing the data. If the alternate product is a previously reverse-engineered product, the Offeror shall provide: traceability documentation to establish that the offered item represents the item specified in the AID (i.e., invoice from an approved source or submission of samples having markings of an approved source); number of samples that were examined; the process/logic used; raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item; any additional evidence that indicates the reverse-engineered item will function properly in the end item; and any evidence that life cycle/reliability considerations have been analyzed.

(3) In addition, the Offeror may be required to furnish data describing the “exact product” cited in the AID. The data required from the Offeror depends on the level of technical data describing the exact product, if any, available to the Government. The possible levels of technical data the Government may have and the corresponding data submission requirements for Offerors are identified in subparagraphs (a)-(d) below. For the item(s) being acquired under this solicitation, the level of data in the Government’s possession and the corresponding requirements for data submission are identified in the AID; or, if not specified in the AID, are as follows: [buyer insert (a), (b), (c), or (d), as applicable, if AID does not identify]. (If the level of data in the Government’s possession and Offeror requirements for data submission are not identified in either the AID or in this subparagraph (c)(3), then subparagraph (a) below applies.)

(a) No data: This Agency has no data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the AID, sufficient to establish that the Offeror's product is equal to the product cited in the AID.

(b) Adequate proprietary (i.e., limited rights) data: This Agency possesses adequate drawings and/or specifications for the exact product as cited in the AID, but such data are proprietary (i.e., limited rights) and shall be used only for evaluation purposes. The Offeror must furnish the data required in subparagraph (c)(2) of this provision, but is not required to submit data on the exact product.

(c) Inadequate data: This Agency does not have adequate data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the AID, sufficient to establish that the Offeror's product is equal to the product cited in the AID.

(d) Adequate catalog data: This is a commercial off-the-shelf item. Adequate catalog data are available at the contracting office to evaluate alternate offers. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish with its offer a commercially-acceptable cross reference list; or legible copies of all drawings, specifications or other data necessary to clearly describe the characteristics and features of the alternate product being offered, sufficient to establish that the Offeror’s product is

equal to the product cited in the AID. The Offeror is not required to submit data on the exact product.

(4) Except for indefinite delivery purchase orders (IDPOs), if this solicitation is automated (i.e., if the solicitation number begins with SPE; or begins with SP0 and contains “T” or “U” in the ninth position of the procurement instrument identification number (PIIN)), the Contracting Officer will not evaluate offers of alternate product (which includes offers of previously reverse-engineered product) for the current procurement. Instead, the Offeror shall submit a request to the location below for evaluation of the alternate product’s technical acceptability for future procurements of the same item. The request for evaluation shall cite the National Stock Number (NSN) of the exact product and, as identified in this provision, include the applicable level of technical data on the alternate and exact products. All offers of alternate product will be handled in accordance with DLAD 17.7501(b)(4).

(iii) For solicitation numbers beginning with SPE5; or beginning with SP0 and containing “T” or “U” in the ninth position of the PIIN:

DLA Troop Support (formerly DSCP)
ATTN: Richard A. Ryons, DSCP-NASA
700 Robbins Avenue
Philadelphia, PA 19111-5096

(d) “Superceding part number.”

(1) The Offeror must indicate that a “superceding part number” is being offered if the offered item otherwise qualifies as an “exact product,” except that the part number cited in the AID has been superceded. The Offeror may be requested to furnish data, or provide confirmation through some other means, sufficient to establish that there are no changes in the configuration of the part. However, if such data are unavailable, the Offeror may be required to furnish technical data as required in paragraph (c) for “alternate products.” (If such data indicate there have been changes in the configuration of the part, the offered item must be identified as an “alternate product.”)

(2) For solicitation numbers beginning with SPE, any data to be furnished with an offer of a “superceding part number” should be mailed to the buyer at the procuring activity address on the solicitation. (Uploading the information with the quotation, or including it in the “Remarks” section, will make the offer a “bid with exception,” causing it not to be evaluated.)

(e) “Previously-approved product.”

(1) If the product offered has previously been furnished to the Government or otherwise previously evaluated and approved, the Offeror shall indicate in the space provided below, or through an alternative means in an electronic quoting system, the contract and/or solicitation number under which the product was furnished or approved.

CLIN NR (s) _____ have been previously furnished or evaluated and approved under contract/solicitation number _____.

(2) If the product was furnished or evaluated and approved by a contracting activity different from the one issuing this solicitation, Offerors are advised that the Contracting Officer may not have access to records of another activity or other information sufficient to reasonably determine the offered product's acceptability. Therefore, in order to ensure that adequate data is available for evaluation, Offerors may elect to furnish with their offer the information requested by subparagraph (b) or (c) of this provision, whichever is applicable for the offered product. Offerors are advised that if the additional data is not furnished, the Government may not be able to evaluate the offer. (For solicitation numbers beginning with SPE, the information should be mailed to the buyer at the procuring activity address on the solicitation. Uploading the information with the quotation, or including it in the "Remarks" section, will make the offer a "bid with exception," causing it not to be evaluated.)

(f) For all types of offers ("exact product," "alternate product," "superceding part number," or "previously-approved product"), Offerors shall provide the Contractor and Government Entity (CAGE) Code of the manufacturer and the part number being offered for each item in the solicitation.

(g) Failure to furnish adequate data and/or information as prescribed in subparagraph (b), (c), (d) or (e) of this provision (when required for the current procurement) within 10 business days or less, or as otherwise required by the Contracting Officer or elsewhere in this solicitation, may preclude consideration of the offer. For automated procurements, it is the responsibility of the Offeror when offering a "superceding part number" or a "previously-approved part number" to ensure that supporting documentation arrives at the contracting activity within 2 business days after the data is requested, or the offer may not be considered. The Agency will make every effort to determine, prior to award, the acceptability of the products offered which meet the dollar savings threshold shown below, and/or which have a reasonable chance to receive an award. Generally, the Agency will not evaluate alternate offers not meeting the dollar threshold. The savings potential is based on the cost of evaluation (\$200.00 if only a local technical evaluation is involved, plus an additional \$1,500.00 for each required Engineering Support Activity evaluation). If the time before proposed award does not permit evaluation and delay of award would adversely affect the Government, alternate offers will not be considered for the current procurement. Instead, they will be evaluated for technical acceptability for future procurements of the same item, if adequate data is submitted, as stipulated above. When an alternate offer will not be considered for the current procurement, the Contracting Officer may request that the Offeror, at its discretion, provide a sample product for testing and evaluation in addition to the data required in this provision. Although not mandatory, Offerors are encouraged to provide the sample. This may facilitate the post-award evaluation and, if the alternate product is approved, increase the likelihood of its being added to the acquisition identification description in time for the next acquisition of the item. The Offeror shall not submit a sample product until requested to do so. The testing of the sample product will be done at a testing facility; therefore, the shipping instructions will be provided with the request. Unless otherwise specified in the solicitation, samples shall be submitted at no expense to the Government, may be damaged or destroyed during testing, and consequently may not be returned to the offeror; samples that are not damaged or destroyed will be returned only at the Offeror's request and expense. For alternate offers not evaluated, the Offeror's complete technical data package will be returned.

(h) If Offerors desire to restrict the Government's use of data submitted for evaluation, the data must bear the appropriate legends as prescribed by FAR 52.215-1(e). In the event an award is made to an Offeror submitting data without the appropriate legend, the Government will have unlimited rights to its use as defined in DFARS 252.227-7013.

(i) It is the Government that determines if the documentation or other evidence furnished by an Offeror is adequate to satisfy the requirements in this provision. The Contracting Officer may at any time, pre-award or post-award, request evidence of the technical acceptability of the supplies offered in response to this solicitation. At a minimum, evidence must be sufficient to establish the identity of the product and its manufacturing source. The Contracting Officer determines the acceptability and sufficiency of documentation or other evidence, at his or her sole discretion. If the Contracting Officer requests evidence from a Contractor who received an award resulting from this solicitation and the Contracting Officer subsequently finds the evidence to be unacceptable, or if the Contractor fails to provide the requested evidence, the award may be cancelled.

DLAD 52.217-9023 Restriction of Alternate Offers for Source Controlled Items. (JUN 2008)

Note: This clause applies to Source Controlled items for items on this solicitation and items that may be added in the future via the Add/Delete Clause.

(a) This acquisition is restricted to source(s) specified on the source control drawing applicable to the item in the Purchase Order Text (POT). Only offers which propose to supply the exact product of the approved sources will be considered for award.

(b) DLA will not evaluate and approve alternate offers for this item. Offerors who are interested in qualifying their product for purposes of future acquisitions must contact the cognizant design activity specified on the source control drawing.

(c) Award of this solicitation will not be held pending qualification and approval of any product. If your product has been recently approved but not added to the list of approved sources cited in the source control drawing, a copy of the cognizant design activity's letter of approval must be submitted with your offer.

DLAD 52.233-9000 Agency Protests. (Nov 2011)

(a) Companies protesting this procurement may file a protest

(1) with the Contracting Officer,

(2) with the Government Accountability Office (GAO), or

(3) pursuant to Executive Order Number 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.

(b) Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order Number 12979."

(c) Defense Logistics Agency (DLA) procedures for Agency Level Protests filed under Executive Order Number 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer. Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

DLAD 52.246-9039 Removal of Government Identification from Non-Accepted Supplies Nov 2011

(a) The Contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The Contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15 United States Code (U.S.C.) 45 et seq.) and the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq.), as well as other Federal or State laws and regulations promulgated pursuant thereto.

(b) Unless otherwise authorized by the Contracting Officer, the Contractor is responsible for removal or obliteration of government identifications within 72 hours of rejection of nonconforming supplies including supplies manufactured for the Government but not offered or supplies transferred from the Government's account to the cold storage Contractor's account at origin or destination. (For product rejected at destination and returned to the Contractor's plant, the 72 hour period starts with the time of Contractor receipt of returned product). After removal or obliteration is accomplished and prior to disposition, the Contractor must notify the Government inspector.

FAR 52.214-34 -- Submission of Offers in the English Language. (Apr 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

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

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of Offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for Acceptance of Offers.*

The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product Samples.*

When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple Offers.*

Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

FAR 52.212-1 (continued)

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract Award* (not applicable to Invitation for Bids).

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple Awards*.

The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of Requirements Documents Cited in the Solicitation*.

(1)(i) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained for a fee by submitting a request to:

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
(202) 619-8925
(Fax (202) 619-8978)

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

FAR 52.212-1 (continued)

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by --

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon - Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernmental (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000 and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the CCR database accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing* If a postaward debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer;
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror;
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror;
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

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

See Standard Form 1449 (Continuation Sheet), on page 3, for any specific instructions on how to submit your offer if mailed, hand carried or faxed (when authorized).

Faxed offers are NOT authorized for this solicitation.

Faxed offers are 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.

FAR 52.212-1 (continued)**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 System for Award Management in accordance with FAR clause 52.204-99.

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. **Separate Option Year pricing will not be accepted. If the option is exercised, option pricing will be determined as described in Addendum to 52.212-2(d)(2)(ii)(d).** 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:

\$.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. **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 SF1449, 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 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Fixed Price with EPA** contract resulting from this solicitation.

DFARS 252.204-7011 Alternative Line Item Structure (Sep 2011)

(a) Line items are the basic structural elements in a solicitation or contract that provide for the organization of contract requirements to facilitate pricing, delivery, inspection, acceptance and payment. Line items are organized into contract line items, subline items, and exhibit line items. Separate line items should be established to account for separate pricing, identification (see section [211.274](#) of the Defense Federal Acquisition Regulation Supplement), deliveries, or funding. The Government recognizes that the line item structure in this solicitation may not conform to every offeror's practices. Failure to correct these issues can result in difficulties in accounting for deliveries and processing payments. Therefore, offerors are invited to propose an alternative line item structure for items on which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract structure is economically and administratively advantageous to the Government and the Contractor.

(b) If an alternative line item structure is proposed, the structure must be consistent with subpart [204.71](#) of the Defense Federal Acquisition Regulation Supplement and [PGI 204.71](#). A sample line item structure and a proposed alternative structure are as follows:

Solicitation:

ITEM NO.	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Computer, Desktop with CPU, Monitor, Keyboard and Mouse	20	EA		

Alternative line item structure offer where monitors are shipped separately:

ITEM NO.	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Computer, Desktop with CPU, Keyboard and Mouse	20	EA		
0002	Monitor	20	EA		

DLAD 52.204-9001 Electronic Order Transmission. Nov 2011

(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:

() 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).

() Electronic mail (email) award notifications containing web links to electronic copies of the Department of Defense (DD) 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: Information regarding EDI, ANSI X12 transactions and DLA transaction services approved VANs can be obtained from the DAAS web site by going to

<https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp>.

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

DLA Land and Maritime
Post Office (P. O.) Box 3990
Columbus, Ohio 43218-3990

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

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.

Past Performance is:

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

Note: As Past Performance 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 proposals 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

A. Past performance is an indicator of a Contractor's ability to perform satisfactorily on future awards. When used in best value source selections, past performance information will be evaluated based upon current and relevant past performance information in order to determine the level of confidence for each offeror from which offers were received. The Defense Logistics Agency (DLA) will evaluate offerors' past performance, which may include, but is 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 may utilize past performance information from various systems, including but not limited to those listed here.

(i) Past Performance Evaluation:

a. The Government anticipates awarding contract(s) resulting from this solicitation to the responsible offeror(s) 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. Past Performance will be evaluated utilizing the Automated Best Value System (ABVS). If the Offeror chooses to submit additional past performance information in accordance with FAR 52.212-1(b)(10), the Government will take such information into account in assessing past performance, in accordance with FAR 15.305(a)(2)(ii). The source selection authority shall determine the relevance of similar past performance information.

(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.. 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.

The contracting officer will evaluate surge pricing for the surge quantity in accordance with FAR 15.404-1 to determine price reasonableness. 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. A breakdown of the costs attributable specifically to surge may be requested in accordance with FAR 52.217-9009. Should surge items be awarded and surge is invoked, the total estimated contract price will include the surge Monthly Wartime Rate (MWR) multiplied by the offered unit price for each surge line item.

DLAD 52.215-9022 CONTRACTOR PAST PERFORMANCE EVALUATION –
AUTOMATED SYSTEMS (SEP 2012)

(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 the currency and relevancy of past performance information in order to reach a confidence assessment for each offeror from which offers were received.

(b) Past performance systems:

(1) The Defense Logistics Agency (DLA) will evaluate offerors' past performance, which may include, but is 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 may utilize past performance information from various information systems, to include but not limited to: Automated Best Value System (ABVS); Past Performance Information Retrieval System – Statistical Reporting (PPIRS-SR), in evaluation of Contractor past performance.

(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 ABVS score as a source of past performance information 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);

(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 at <http://www.aviation.dla.mil/UserWeb/proc/ABVM/Abvm.htm>

(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 PPIRS-SR past performance can be found in the PPIRS-SR user manual at <http://www.ppirs.gov/ppirsfiles/help.htm>].

(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/ppirssrmanual102004.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 Officer 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 quoter/offeror 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 quoter/offeror 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.

DLAD 52.211-9003 Conditions for Evaluation of Offers of *Government Surplus Material* August 2008

(a) Definition.

"*Surplus material*," as used in this provision, has the same meaning as in the clause at 52.211-9000, Government Surplus Material.

(b) The Agency will evaluate an offer of surplus material when the Contracting Officer determines the Offeror is otherwise in line for award, after adding the cost of evaluation (\$200 for internal evaluation and, if applicable, an additional \$600 for each Engineering Support Activity (ESA) evaluation, plus any additional fees required for special testing and/or inspection).

(c) When an offer is for a quantity less than the solicited quantity, the Contracting Officer will consider the \$500 cost of issuing and administering more than one award. The Contracting Officer will also consider the anticipated impact on the unit price of the remaining quantity, to determine the total cost to the Government.

(d) When an offer of surplus material is received in response to a solicitation for a long-term contract, the Contracting Officer shall consider whether the quantity of surplus material meets the requirements of the solicitation. If so, the Contracting Officer shall consider the offer of surplus material to be responsive to the solicitation. If not, the Contracting Officer shall reject the offer as not conforming to the solicitation and shall

forward a summary of the offer to the Item Manager (Supply Planner). The Item Manager (Supply Planner) shall take appropriate action in the best interest of the Government, based on the Item Manager's (Supply Planner's) judgment; such as initiating a separate, fixed-quantity purchase request, if warranted by the agency's supply position.

**DLAD 52.211-9011 Business Systems Modernization (BSM) delivery terms and evaluation.
May 2006**

(a) This acquisition is being conducted under Business Systems Modernization (BSM). Quotes/offers in response to this solicitation will be evaluated as specified in the solicitation.

(b) Delivery shall be quoted/offered in terms of a number of days after date of order (ADO). The number of delivery days requested in this solicitation is calculated based on the Government's planned need and customer requirements. Unless delivery is identified elsewhere in the solicitation as an evaluation factor, Quoters/Offerors are encouraged to conform their delivery terms as closely as possible to the delivery days requested. If delivery is not identified as an evaluation factor, there will be no evaluation preference, or penalty, for quotes/offers of fewer delivery days than the number of delivery days requested by the Government. Quoting/offering a greater number of delivery days than requested may result in the quote/offer not being considered.

FAR 52.217-5 Evaluation of Options (JULY 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (DEC 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <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.

Please note that the representations and certifications submitted via the On-Line Representations and Certifications Application (ORCA) website address only representations and certifications required by the FAR; however, there may be additional representations and certifications required by the DFARS, DLAD, and local regulations. Therefore, notwithstanding the instruction in the above paragraph to "complete only paragraph (b)" if representations and certifications have been provided electronically via the ORCA website, the certifications referred to in paragraphs (f) and (g) of this provision may still apply (i.e., completion of the DFARS Buy American Act/Balance of Payments Program Certificate, the DFARS Trade Agreements Certificate, or the DFARS Buy American Act/Free Trades Agreements/Balance of Payments Program Certificate). If applicable, these certificates will be included in the solicitation and must be completed by the officer even if the offeror has completed the representations and certifications at the ORCA website.

(a) *Definitions.* As used in this provision:

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR Part 127. It automatically qualifies as a woman-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“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 Consumable;
- (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.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate --

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology ---

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically ---

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the president does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”---

- (1) Means a small business concern---
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled

by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned -

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern---

Addendum to 52.212-3 (b)(2)

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR Part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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

(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 _____.

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

Offeror may use the following format to identify amended representation(s) and/or certification(s) that apply to this solicitation only.

FAR Clause #
Title

<u>Date</u>	<u>Change</u>		
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(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 affect its eligibility; and

(ii) it is is not a joint venture that complies with the requirement 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 eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]*

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 Paragraph (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: _____.]*

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

(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 – Disadvantage 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 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: _____.]

(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 has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a 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 the HUBZone small business concern participating in the joint venture. [The offeror shall enter the name of each of the HUBZone small business concerns participating in the joint venture: _____.] Each HUBZone small business concern participating in the HUBZone 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 either 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 Subparts 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.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not

report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (The certificate at DFARS 252.225-7000 or 7020 shall be completed if it is provided as an Attachment to FAR 52.212-3).

(g) *Buy American Act - North American Free Trade Agreements – Israeli Trade Act Certificate, Alternates I and II – Trade Agreements Certificate*. (The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

(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 the 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 any 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) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not fully determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*. (A) The taxpayer has received a statutory notice of deficiency, Under IRC Section 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under IRC Section 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not

a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to IRC Section 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. Section 362 (the Bankruptcy Code).

(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).] [This list is available at www.dol.gov/ilab/]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____

(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)(i) 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 an 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.* (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.) [*The Contracting Officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

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

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalogue or market prices (see FAR 22.1003-4(c)(2)(ii) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under this contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services are described in FAR 22.1003-4(d)(1). The offeror does does not certify that --

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalogue or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies --

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *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.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____

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 a Federal, state, or local government;

(4) *Type of Organization*.

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 _____.

(5) *Common Parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

(1) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 25 U.S.C. 7874.

(2) *Representation*. By submission of its offer, the offeror represents that -

(i) it is not an inverted domestic corporation; and

(ii) it is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran*.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@stae.gov

(2) *Representation and Certification* Unless a waiver is granted or an exception applies as provided in Paragraph (o)(3) of this provision, by submission of its offer, the offeror

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf of or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not knowingly engage in any activities for which sanctions may be imposed under Section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.). (See OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

- (3) The representation and certification requirements of Paragraph (o)(2) of this provision do not apply if -
- (i) This solicitation includes a Trade Agreements Certification (e.g., 52-212-3(g) or a comparable agency provision; and
 - (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

ALTERNATE I (APR 2011) As prescribed in 12.301(b)(2), add the following paragraph (c) (12) to the basic provision:

(12) (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]:*

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

[Alternate II is not applicable at this time to DoD contracts.]

ADDENDUM TO FAR 52.212-3

DFARS 252.225-7020 Trade Agreements Certificate. JAN 2005

(a) *Definitions.* “Designated country end product,” “nondesignated country end product,” “qualifying country end product,” and “U.S.-made end product” have the meanings given in the Trade Agreements clause of this solicitation.

(b) *Evaluation.* The Government—

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

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless—

- (i) There are no offers of such end products;
- (ii) The offers of such end products are insufficient to fulfill the Government’s requirements; or
- (iii) A national interest waiver has been granted.

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

terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

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

(a) *Definition.* “Covered DoD official” is defined in the clause at [252.203-7000](#), Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

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

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

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the contracting officer.

FAR 52.209-7 Information Regarding Responsibility Matters. February 2012

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

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

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

FAR 52.215-6 Place of Performance. October 1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, o intends, o 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, CITY, STATE, COUNTY, ZIP CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
---	--

DLAD 52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN (AUG 2007)

(Applies if source inspection is required or invoked)

(a) Inspection and Acceptance are at Origin.

(b) The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.

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

Supplies:

Plant: _____ Cage Code: _____

Street: _____

City/St/Zip: _____

Applicable to clin(s): _____

(d) The Offeror shall indicate below the location where packaging will be inspected:

Packaging:

() Same as for supplies

or,

Plant: _____ Cage Code: _____

Street: _____

City/St/Zip: _____

Applicable to clin(s): _____

(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 material (note: not acceptable for this solicitation).

(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.

FAR 52.225-25 -- Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. (Nov 2011)

(a) *Definitions.* As used in this provision--

Person--

(1) Means--

- (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
- (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

**DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS –
COMMERCIAL ITEMS (JUNE 2005)**

(a) Definitions.

As used in this clause –

(1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) “United States” means the 50 states, the District of Columbia, outlying areas, and the Continental Shelf as defined in 43 U.S.C. 1331.

(3) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any

domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it –

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it –

_____ Does anticipate that supplies will be transported by sea in performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting clause will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.