SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ▶ RATING DO-C9

2. CONTRACT No.	3. SOLICITATION No.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE No.
	SPE5E7-18-R-0008	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	2018 MAY 24	0072593039

7. ISSUED BY CODE SPE5E7

DLA TROOP SUPPORT
HARDWARE (ACQ I-1)
700 ROBBINS AVENUE
PHILADELPHIA PA 19111
USA

8. ADDRESS OFFER TO

See Continuation Sheet

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Business Opportunities Office, Bldg 36-2-S until 3:00PM (Hour) local time 2018-Jun-26 (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. PHONE/FAX (NO COLLECT CALLS)	C. EMAIL ADDRESS
	DECIMA SACKEY PHPHAAR	Phone: 215-737-3110 FAX: 215-737-3718	DECIMA.SACKEY@DLA.MIL

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OFFER *(Must be fully completed by offeror)*

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

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

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)* ▶	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)*:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR — CODE _____ FACILITY _____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	☐		

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN ▶ *(4 copies unless otherwise specified)* ITEM

24. ADMINISTERED BY *(If other than item 7)* CODE _____

25. PAYMENT WILL BE MADE BY CODE _____

26. NAME OF CONTRACTING OFFICER *(Type or print)*

27. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

28. AWARD DATE

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

Price and Past Performance are evaluation factors. The Government will make an award, as a result of this solicitation, to the responsible offeror whose proposal represents the best value to the Government, price and past performance being considered.
Mailed Offers should be sent to:
Defense Logistics Agency Troop Support
Post Office Box 56667
Philadelphia, PA 19111-6667

Hand Carried Offers should be delivered to:
Defense Logistics Agency Troop Support
Business Opportunities Office -Building 36, 2nd Floor
Philadelphia, PA 19111-5092

(Examples of hand carried offers include: In -person delivery by contractor, or Fed Ex., Airborne, UPS, DHL, Emery, other commercial carriers, or USPS Express Mail, USPS Certified Mail)

Facsimile offers are authorized and should be transmitted to:
(215) 737-9216, (215) 737 -8414, (215) 737- 9300, (215) 737-9301, (215) 737-9302, or (215) 737-9303
Offers submitted to any other telephone numbers will not be considered for award.

Solicitation No: SPE5E718R0008
Closing Date and Time: June 26, 2018 1:00 p.m. Eastern Time

NOTE: Facsimile offers must contain the required signatures. Facsimile offers that fail to furnish the required representations, information, or reject any of the terms, conditions, and provisions of the solicitation, may be excluded from consideration for award.

CONTINUED ON NEXT PAGE

SECTION B

SUPPLIES/SERVICES: 5340-01-560-4274

ITEM DESCRIPTION:

PLATE,MOUNTING
RA001: THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT: http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx. FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT

RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES

ADEQUATE DATA FOR EVALUATION OF ALTERNATE OFFERS IS NOT AVAILABLE AT THE PROCUREMENT AGENCY. THE OFFEROR MUST PROVIDE A COMPLETE DATA PACKAGE INCLUDING DATA FOR THE APPROVED AND ALTERNATE PART FOR EVALUATION.
DATA IS PROPRIETARY OR INSUFFICIENT FOR COMPETITIVE PROCUREMENT

AM General LLC 34623 P/N 12506652

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	5340-01-560-4274 PLATE,MOUNTING	1,900.000	EA	$ _____	$ _____

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: ORIGIN DELIVERY DATE: 240 DAYS ADO

PREP FOR DELIVERY:

PKGING DATA-QUP:001

SHALL BE PACKAGED IN ACCORDANCE WITH HAZARDOUS MATERIALS PACKAGING REQUIREMENTS.

PACKAGING: PACKAGING FOR HAZARDOUS MATERIALS SHALL COMPLY WITH APPLICABLE REGULATIONS, I.E., TITLE 49 CODE OF FEDERAL REGULATIONS, INTERNATIONAL CIVIL AVIATION ORGANIZATION (ICAO) TECHNICAL INSTUCTIONS (EXCLUDING PARAGRAPH 1.4 OF CHAPTERS 1 AND 3), AND INTERNATIONAL MARITIME DANGEROUS GOODS CODE (IMDG). BOTH ICAO AND IMDG COMPLY WITH UNITED NATIONS (UN) RECOMMENDATIONS ON TRANSPORT OF DANGEROUS GOODS. WHEN A); CONTRACT/ORDER FOR HAZARDOUS MATERIALS REQUIRES SHIPMENT THROUGH A MILITARY AERIAL PORT FOR TRANSPORT VIA MILITARY AIRCRAFT, PACKAGING SHALL COMPLY WITH DLAI 4145.3, PREPARING HAZARDOUS MATERIALS FOR MILITARY AIR SHIPMENT.

LABELING AND MARKING: ALL INTERIOR AND EXTERIOR

CONTINUED ON NEXT PAGE

SECTION B

SUPPLY/SERVICE: 5340-01-560-4274 CONT'D

CONTAINERS SHALL BE LABELED AND MARKED AS SPECIFIED IN THE REFERENCED PRODUCT SPECIFICATION, AND/OR AS SPECIFIED IN SECTION D OF THE CONTRACT OR ORDER. IN ADDITION, ALL LABELING AND MARKING SHALL COMPLY WITH THE REQUIREMENTS OF MIL-STD-129, 49 CFR, 29 CFR, AND, AS APPLICABLE, ICAO TECHNICAL INSTRUCTIONS, IMDG ANNEX 1, AND/OR DLAI 4145.3.

CERTIFICATION: ALL PACKAGING PERFORMANCE TEST REQUIREMENTS SHALL BE SUPPORTED BY CERTIFICATES AND REPORTS ATTESTING TO DATE OF TESTING AND DATA RESULTS OBTAINED FROM TESTING. THE CONTRACTOR'S SIGNED CERTIFICATION THAT PACKAGE CONFIGURATION MEETS 49 CFR, AND, AS APPLICABLE, ICAO, IMDG AND/OR DLAI 4145.3 REQUIREMENTS, SHALL BE INCLUDED ON THE DD FORM 250 (MATERIAL INSPECTION AND RECEIVING REPORT), OR ANY SUITABLE ALTERNATE COMMERCIAL PACKING LIST. ALL CERTIFICATES/REPORTS SHALL BE AVAILABLE FOR INSPECTION BY AUTHORIZED U. S. GOVERNMENT REPRESENTATIVES FOR A PERIOD OF NOT LESS THAN 3 YEARS FROM THE DATE OF SHIPMENT.

IF THE MATERIAL IS NOT CONSIDERED HAZARDOUS, IN ACCORDANCE WITH FED-STD-313, THE MATERIAL SHALL BE COMMERCIALLY PACKAGED IN ACCORDANCE WITH "ASTM D3951."

Markings Paragraph
When ASTM D3951, Commercial Packaging is specified, the following apply:
•,,All Section "D" Packaging and Marking Clauses take precedence over ASTM D3951.
•,,In addition to requirements in MIL-STD-129, when Commercial Packaging is used, the Method of Preservation for all MIL-STD-129 marking and labeling shall be "CP" Commercial Pack.
•,,The Unit of Issue (U/I) and Quantity per Unit Pack (QUP) as specified in the contract take precedence over QUP in ASTM D3951.

PARCEL POST ADDRESS:

SW3227
DLA DISTRIBUTION RED RIVER
RECEIVING BLDG 499
10TH STREET AND K AVENUE
TEXARKANA TX 75507-5000
US

FOR TRANSPORTATION ASSISTANCE SEE DLAD PROC NOTE C19. FOR FIRST DESTINATION TRANSPORTATION (FDT) AWARDS SEE DLAD PROC NOTE C20 AND
CONTRACT INSTRUCTIONS.

FREIGHT SHIPPING ADDRESS:

SW3227
DLA DISTRIBUTION RED RIVER
RECEIVING BLDG 499
10TH STREET AND K AVENUE
TEXARKANA TX 75507-5000
US

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0001	0072593039	0001	N/A	N/A	N/A	07/27/2018

* * * *

SECTION A - SOLICITATION/CONTRACT FORM

TECHNICAL REQUIREMENTS

THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN `R' OR AN `I' NUMBER IN SECTION B) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT:

http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx. FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016) FAR

SECTION C - SPECIFICATIONS/SOW/SOO/ORD

C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (SEP 2016)

C01 SUPERSEDED PART NUMBERED ITEMS (SEP 2016)

SECTION D - PACKAGING AND MARKING

252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (JUN 2016) DFARS

As prescribed in 211.275-3, use the following clause:

(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

CONTINUED ON NEXT PAGE

SECTION D - PACKAGING AND MARKING (CONTINUED)

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, AP1.1.11:

(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 IIIP - Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV - Construction and barrier materials.

(E) Class VI - Personal demand items (non-military sales items).

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

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

(ii) Are being shipped to one of the locations listed at http://www.acq.osd.mil/log/sci/RFID_ship-to_locations.html 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

CONTINUED ON NEXT PAGE

SECTION D - PACKAGING AND MARKING (CONTINUED)

(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 in the DoD Suppliers' Passive RFID Information Guide at http://www.acq.osd.mil/log/sci/ait.html. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

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

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

(End of clause)

SECTION E - INSPECTION AND ACCEPTANCE

52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR

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

SECTION F - DELIVERIES OR PERFORMANCE

52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

As prescribed in 11.703(a), insert the following clause:

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

(b) The permissible variation shall be limited to:

Percent increase [Contracting Officer insert percentage]

Percent decrease [Contracting Officer insert percentage]

This increase or decrease shall apply to .*

(End of clause)

CONTINUED ON NEXT PAGE

SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

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

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

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

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

52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (JAN 2017) FAR

As prescribed in 47.305-16(b)(1), insert the following clause:

(a) The offeror is requested to complete paragraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in paragraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box [ ] Fiber Box [ ], Barrel [ ], Reel [ ], Drum [ ], Other (Specify) ;

(ii) Shipping configuration: Knocked-down [ ], Set-up [ ], Nested [ ], Other (specify) ;

(iii) Size of container: " (Length), × " (Width), × " (Height) = Cubic Ft;

(iv) Number of items per container each;

(v) Gross weight of container and contents Lbs;

(vi) Palletized/skidded [ ] Yes [ ] No;

(vii) Number of containers per pallet/skid ;

(viii) Weight of empty pallet bottom/skid and sides Lbs;

(ix) Size of pallet/skid and contents Lbs Cube ;

(x) Number of containers or pallets/skids per railcar *

(A) Size of railcar

(B) Type of railcar

(xi) Number of containers or pallets/skids per trailer *

(A) Size of trailer Ft

(B) Type of trailer

* Number of complete units (line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation ;

(ii) Tender/Tariff ;

(iii) Item .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

CONTINUED ON NEXT PAGE

SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

SECTION I - CONTRACT CLAUSES

52.202-1 DEFINITIONS (NOV 2013) FAR

52.203-3 GRATUITIES (APR 1984) FAR

52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) FAR

52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014) FAR

52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) FAR

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) FAR

52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017) FAR

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) FAR

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (OCT 2016) DFARS

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) DFARS

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

252.203-7995 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (NOV 2016) DFARS

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016) FAR

52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016) FAR

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016) FAR

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) FAR

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR

52.204-20 PREDECESSOR OF OFFEROR (JUL 2016) FAR

CONTINUED ON NEXT PAGE

SECTION I - CONTRACT CLAUSES (CONTINUED)

As prescribed in 4.1804(d), insert the following provision:

(a) Definitions. As used in this provision -

"Commercial and Government Entity (CAGE) code" means -

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code:

Predecessor legal name:

(Do not use a "doing business as" name)

(End of provision)

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

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

Standard Element ZB_204_7009 has no Title

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) DFARS

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (OCT 2015) FAR

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (OCT 2015) DFARS

52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS

As prescribed in 211.273-4, use the following clause:

(a) *Definition.* "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcma.mil/20/guidebook_process.htm

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010) FAR

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR

52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010) FAR

252.215-7012 REQUIREMENTS FOR SUBMISSION OF PROPOSALS VIA ELECTRONIC MEDIA (JAN 2018) DFARS

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016) FAR

52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (OCT 2016) FAR

52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING $15,000 (MAY 2014) FAR

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) FAR

52.222-26 EQUAL OPPORTUNITY (SEP 2016) FAR

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) FAR

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) FAR

52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016) FAR

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SECTION I - CONTRACT CLAUSES (CONTINUED)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) FAR

52.222-50 COMBATTING TRAFFICKING IN PERSONS (MAR 2015) FAR

52.223-6 DRUG-FREE WORKPLACE (MAY 2001) FAR

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) FAR

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) FAR

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM—BASIC (DEC 2016) DFARS

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM—BASIC (DEC 2016), ALT I (DEC 2016) DFARS

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2016) DFARS

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2016) DFARS

252.225-7036 BUY AMERICAN - FREE TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM (DEC 2016) DFARS

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) FAR

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS

52.232-1 PAYMENTS (APR 1984) FAR

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

52.232-11 EXTRAS (APR 1984) FAR

52.232-17 INTEREST (MAY 2014) FAR

52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR

52.232-25 PROMPT PAYMENT (JAN 2017) FAR

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013) FAR

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) DFARS

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013) DFARS

As prescribed in 232.7004(b), use the following clause:

(a) *Definitions.* As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.
"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as

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SECTION I - CONTRACT CLAUSES (CONTINUED)

authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

_____

(Contracting Officer: Insert applicable document type(s).
Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

_____

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

*(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")*

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

_____

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

_____

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

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

52.233-1 DISPUTES (MAY 2014) FAR

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR

52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (DEC 2016) DLAD

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

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

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

[ ]. Alternate wording may be negotiated with the contracting officer.

52.242-13 BANKRUPTCY (JUL 1995) FAR

52.243-1 CHANGES - FIXED PRICE (AUG 1987) FAR

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012) DFARS

****

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to cer tify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

_____

(Official's Name)

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SECTION I - CONTRACT CLAUSES (CONTINUED)

_____

(Title)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2017) FAR

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

52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR

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

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR

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

As prescribed in 52.107(b), insert the following clause:

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

FAR: https://www.acquisition.gov/?q=browsefar

DFARS: https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

DLAD: http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

252.222-7007 REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS (JAN 2015) DFARS

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

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

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

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

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

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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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

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

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

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

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

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

(6) Executive Order 13222, as extended.

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

(End of clause)

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

252.203-7994 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (NOV 2016) DFARS

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016) FAR

As prescribed in 4.1804(b), use the following provision:

(a) Definitions. As used in this provision -

"Commercial and Government Entity (CAGE) code" means -

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it **[ ]** has or **[ ]** does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity?: **[ ]** Yes or **[ ]** No.

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

CONTINUED ON NEXT PAGE

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

Highest-level owner legal name:

(Do not use a "doing business as" name)

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015) DFARS

****

(2) The following representations or certifications in ORCA are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

[ ] (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

[ ] (ii) 252.225-7000, Buy American --Balance of Payments Program Certificate.

[ ] (iii) 252.225-7020, Trade Agreements Certificate.

[ ] Use with Alternate I.

[ ] (iv) 252.225-7022, Trade Agreements Certificate --Inclusion of Iraqi End Products.

[ ] (v) 252.225-7031, Secondary Arab Boycott of Israel.

[ ] (vi) 252.225-7035, Buy American --Free Trade Agreements --Balance of Payments Program Certificate.

[ ] Use with Alternate I.

[ ] Use with Alternate II.

[ ] Use with Alternate III.

[ ] Use with Alternate IV.

[ ] Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at https://www.acquisition.gov/ . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within 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 the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. 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.

FAR/DFARS Provision #	Title	Date	Change

****

52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) FAR

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

_____

_____

_____

_____

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS (CONTINUED)

purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM _____

QUANTITY _____

PRICE QUOTATION _____

TOTAL _____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2016) FAR

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) DFARS

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991) FAR

52.216-1 TYPE OF CONTRACT (APR 1984) FAR

The Government contemplates award of a contract resulting from this solicitation.

(End of provision)

L04 OFFERS FOR PART NUMBERED ITEMS (SEP 2016)

(a) For part numbered items, identified in the item description only by the name of an approved source (CAGE code), a part number, and a brief description.

Exact product –applies to contract line-item(s) (CLIN(s)):

CAGE code _ part number

Alternate product - applies to CLIN(s):

CAGE code _ part number

Superseding part number - applies to CLIN(s):

CAGE code _ part number

Identify reason for superseding part number:

Administrative P/N change only: Yes _ No

Minor change/No change in configuration: Yes _ No

Previously-approved product - applies to CLIN(s):

Contract or Solicitation Number:

CAGE code _ part number

Correction to CAGE/Part Number - applies to CLIN(s)

CAGE code in error/same corporation, different division Yes _ No

CAGE code in error/sold to different corporation Yes _ No

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

Part number not recognized Yes _ No

Obsolete part number Yes _ No

Other Yes _ No

(b) Exact product means a product described by the name of an approved source and its corresponding part number cited in the item description; and manufactured by, or under the direction of, that approved source. An offeror of an exact product must meet one of the descriptions below.

(1) An approved source offering its part number cited in the item description;

(2) A dealer/distributor offering the product of an approved source and part number cited in the item description;

(3) A manufacturer who produces the offered item under the direction of an approved source; and 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.

(4) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (3) above.

(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 manufactures the item for an approved source cited in the item description, but does not have authorization from the approved source to 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 (i) above;

(iii) An offeror of a reverse-engineered product that is not cited in the item description; or

(iv) An offeror whose product does not meet the criteria of exact product, superseding product or previously approved product.

(2) An offer of an alternate product is an alternate offer.

(d) The offeror must indicate that a superseding part number is being offered if the offered item otherwise qualifies as an exact product, except that the part number cited in the item description has been superseded due to an administrative part number change with no change in configuration of the item.

(e) The offeror must indicate that a previously-approved product is being offered if the product offered has previously been delivered to the Government or otherwise previously evaluated and approved.

(f) Correction to CAGE/Part Number Cited in the Item Description

Submitted by offeror to notify the Government if there is a CAGE code error: same corporation/different division; sold to different corporation; part number not recognized; obsolete part number; other.

(g) Traceability documentation.

(1) The contracting officer may request evidence of the technical acceptability of the product offered.

The evidence must be submitted within 2 days, or as otherwise specified, or the offer will not be considered.

(2) For offers of exact product, offerors other than the approved manufacturing source must retain evidence and provide the traceability evidence of the identity of the item and its manufacturing source when requested by the contracting officer.

(i) If offered item(s) are not in stock or not yet manufactured a copy of an original quotation from the approved source to the offeror identifying exact item cited in item description and a quantity sufficient to satisfy the solicitation requirement.

(ii) If offered item(s) are shipped or in stock, a copy of invoice on approved source's letterhead; or a copy of packing slip which accompanied shipment from approved source to offeror. The invoices and packing slips must identify exact item cited in item description and a quantity sufficient to satisfy the solicitation requirement.

(iii) If the offeror is an authorized dealer/distributor, or manufactures the item for an approved source, a copy of the contractual agreement with, or the express written authority of, the approved source to buy, stock, repackage, sell, or distribute the part. 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 furnish additional documentation to address the exact item being acquired.

(iv) Other verifiable information.

(1) For superseding part number, the offeror may be requested to furnish evidence to establish that there are no changes in the

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

configuration of the part.

(2) For previously approved products, upon request of the contracting officer, the offeror must furnish the contract, solicitation, source approval request (SAR) package, or letter of approval under which the product was previously furnished or approved.

(h) Alternate offer data.

(1) The contracting officer may request drawings, specifications, or other data necessary to clearly

describe the characteristics and features of an alternate offer. Data submitted shall cover design, materials, performance, function, interchangeability, inspection or testing criteria, and other characteristics of the offered product. The contracting officer may also request drawings and other data covering the design, materials, etc., of the exact product cited in the item description if the Agency does not possess data sufficient to evaluate the alternate product. The data must be submitted within 10 days, or as otherwise specified, or the offer will not be considered.

(2) If the alternate product is a reverse-engineered product, the offeror shall provide: technical documentation to establish that the offered item represents the exact item specified in the item description (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.

(j) Evaluation of alternate offers

If the solicitation does not provide for evaluation of alternate offers for the current procurement, the offeror may submit a request 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 include the applicable level of technical data. The level of technical data that the Government has available for use to evaluate the acceptability of an alternate product offered, and the corresponding level of technical data that must be furnished with an offer of alternate product, will be identified in the item description and/or via correspondence with the appropriate location below.

(1) For solicitation numbers beginning with SPE7:

DLA Land and Maritime
Directorate of Procurement Alternate offer monitor, BPP
Post Office (P.O.) Box 3990
Columbus, Ohio 43218-3990

(2) For solicitation numbers beginning with SPE4:

DLA Aviation
Office of the Competition Advocate
Attention: BPC
8000 Jefferson Davis Highway
Richmond, Virginia 23297-5100

(3) For solicitation numbers beginning with SPE1, SPE2, SPE3, SPE5, or SPE8:

DLA Troop Support
Attention: (see note below)
700 Robbins Avenue
Philadelphia, Pennsylvania 19111-5096

Note: The address (attention line) will change based on the 4th digit of the PIIN as follows:

SPE1 = Clothing and Textile (C&T)
SPE2 = Medical
SPE3 = Subsistence
SPE5 = Industrial Hardware (formerly Aviation or L&M detachments)
SPE8 = Construction and Equipment (C&E)

(4) For solicitation numbers beginning with SPRRA1 and SPRRA2:

Defense Logistics Agency - DLA Aviation
Office of the Competition Advocate
Building 5201

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

Redstone Arsenal, Alabama 35898

(5) For solicitation numbers beginning with SPRPA1:

DLA Philadelphia
Competition Advocate Office
700 Robbins Avenue Building 1
Philadelphia, Pennsylvania 19111-5098

(6) For Tank-Automotive and Armaments Command (TACOM) Depot Level Repairable (DLR) - DLA Land and Maritime solicitations beginning with SPRDL1:

Defense Logistics Agency
DLR Procurement Operations - ZG
6501 East Eleven Mile Road
Warren, Michigan 48397-5000

(7) For Communications-Electronics Command (CECOM) DLR-DLA Land and Maritime solicitations beginning with SPRBL1: Defense Logistics Agency

DLR Procurement Operations - ZL
6001 Combat Dr., Rm. C1-301
Aberdeen Proving Ground, MD 21005-1846

L06 AGENCY PROTESTS (DEC 2016)

OFFER SUBMISSION INSTRUCTIONS

Insert text here

52.233-2 SERVICE OF PROTEST (SEP 2006) FAR

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from . [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]
(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
(End of Clause)

SECTION M - EVALUATION FACTORS FOR AWARD

M05 EVALUATION FACTOR FOR USED, RECONDITIONED, REMANUFACTURED SUPPLIES OR UNUSED FORMER GOVERNMENT SURPLUS PROPERTY (SEP 2016)

M06 EVALUATION OF OFFERS FOR PART NUMBERED ITEMS (SEP 2016)

BASIS FOR AWARD AND EVALUATION FACTORS FOR AWARD

Insert text here