

**SOLICITATION, OFFER AND AWARD**1. THIS CONTRACT IS A RATED ORDER  
UNDER DPAS (15 CFR 700)

RATING

PAGE 1 OF 110 PAGES

2. CONTRACT No.	3. SOLICITATION No. SPE4A6-15-R-0340	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 2015 MAY 06	6. REQUISITION/PURCHASE No. 1000033225
7. ISSUED BY DLA AVIATION ASC COMMODITIES DIVISION 8000 JEFFERSON DAVIS HIGHWAY RICHMOND VA 23297 USA		CODE SPE4A6	8. ADDRESS OFFER TO (If other than Item 7)  See Block 7	

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 Reception Area (Bldg 33) until 6:00PM local time 2015-Jul-08 (Hour) (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 STEPHEN LUNSFORD PARFJ41	B. PHONE/FAX (NO COLLECT CALLS) Phone: 804-279-3331 FAX: 804-279-2312	C. EMAIL ADDRESS STEPHEN.LUNSFORD@DLA.MIL
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**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	10
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	31
X	D	PACKAGING AND MARKING	3	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	4	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	32
X	F	DELIVERIES OR PERFORMANCE	6	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	37
	G	CONTRACT ADMINISTRATION DATA		X	M	EVALUATION FACTORS FOR AWARD	44
X	H	SPECIAL CONTRACT REQUIREMENTS	9				

**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 AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
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.

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NOT USABLESTANDARD FORM 33 (Rev.9-97)  
Prescribed by GSA FAR (48 CFR) 53.214 (c)

Please Read Solicitation in its Entirety.

All offerors are required to review and comply with all attachments to this solicitation.

By signing the solicitation the contractor is confirming that the attachments have been reviewed and that all requirements for each component part have been met.

All the solicitation attachments are to be reviewed by accessing the following website:

<http://www.aviation.dla.mil/userweb/aviationsupplier/commodities/ChemPetroGasses.asp>

A Pre-Proposal Conference will be held on Thursday, May 28, 2015 at DLA Aviation. Details about the conference will be forthcoming and continuously updated on the website.

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Points of Contact: Mr. Stephen Lunsford, 804-279-3331 ([Stephen.Lunsford@dlamilitary.com](mailto:Stephen.Lunsford@dlamilitary.com))  
Mrs. Marie Harrison, 804-279-5240 ([Marie.Harrison@dlamilitary.com](mailto:Marie.Harrison@dlamilitary.com))

**(NOTE: Emails are requested in lieu of telephone calls)**

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**ALL OR NONE:** Offers must be submitted for all material and services listed in the Statement of Work (SOW) and for the contract line items (CLINs) listed in Section B to be evaluated for a single contract award. No award will be made for less than the full requirements set forth in this solicitation for all CLINs listed in the Schedule of Supplies. Offers for less than the full requirements will be rejected.

This solicitation is for an Indefinite Quantity Indefinite Delivery type contract with a base period of 5 years and 1 option period of 5 years. References in the solicitation and clauses to “base year or option year” are considered as a 5 year base period or option period.

The maximum contract value is \$500 million

Delivery orders will be issued by DLA Aviation.

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NOTE: For the following attachments, please complete and provide with the proposal

- B1 – Active NSNs and Unit Pricing
- B6 – Surge and Sustainment NSNs
- B15 – List of Refurbishment & Disposal Services and Pricing
- B16 – Minimum and Maximum Delivery Order Quantities

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The following clauses are incorporated into the solicitation:

52.202-1 – Definitions  
52.203-11 – Certifications and Disclosure regarding payments to influence certain federal transactions  
52.203-14 – Display of Hotline Poster(s)  
52.204-16 – Commercial and Government Entity Reporting  
52.208-08 – Required Sources for Helium and Helium Usage Date  
52.209-05 – Certification regarding responsibility matters  
52.209-07 – Information regarding responsibility matters  
52.209-10 – Prohibition on contracting with inverted domestic domestic corporation  
252.209-7994 – Representation by corporation regarding an unpaid delinquent tax liability or a felony conviction under any federal law fiscal year 2014 appropriations  
52.211-9014 – Contractor retention of traceability documents  
52.222-22 – Previous contracts and compliance reports  
52.222-54 – Employment eligibility verification  
52.232-15 – Progress Payments Not Included  
52.243-01 Alt II – Changes - Fixed Price - Service Contracts - Alt II  
252-247-7022 – Representation of extent of transportation by Sea  
52.247-9011 – Vendor Shipment Module (VSM)  
52.247-9034 – Point of Contract for Transportation Instructions

NOTE: For 52.211-9037 Time of Delivery – DVD, the delivery will be in accordance with sections 6.7.5.1 and 6.7.5.2 in the SOW.

For 52.209-04 First Article Approval – Government Testing, the information will be made available to the contractor if Government First Article Test becomes a requirement.

**SECTION C - REQUIREMENTS**

**STATEMENT OF WORK**

**INDUSTRIAL COMPRESSED GASES AND CYLINDERS**

**In Support of All U.S. Military, Foreign Military, and Non-Military Customers**

## TABLE OF CONTENTS

### 1.0 Introduction and Scope

#### 1.1 Contractor Requirements

### 2.0 Government Responsibilities

### 3.0 Environmental Requirements

### 4.0 Transition and Operational Capability

#### 4.1 Transition

#### 4.2 Initial Operational Capability

#### 4.3 Full Operational Capability

### 5.0 Assumption of Item Management

#### 5.1 Vendor Managed Inventory

#### 5.2 Establishment of Cylinder Pool

#### 5.3 Coordination for New Solicitation/Contract

### 6.0 Purchasing and Technical Requirements

#### 6.1 Item Descriptions

#### 6.2 Material Data Sheets/Safety Data Sheets

#### 6.3 OSHA Hazard Communication Labels/Hazardous Warning Labels

#### 6.4 Electronic Submission of MSDS/SDS Data-Set Requirements

#### 6.5 Item Testing and Certification Requirements

#### 6.6 Forecasting and Inventory Management

##### 6.6.1 Shelf-Life Management of Gases and Cylinders

##### 6.6.2 Maintenance of Cylinder Pool

##### 6.6.2.1 Reconditioning of US Government Owned Cylinders

##### 6.6.2.2 Replacement Parts and Accessories for Cylinders

##### 6.6.2.3 Valves

#### 6.7 Distribution

##### 6.7.1 Packaging

##### 6.7.1.1 Metal Pallets

##### 6.7.1.2 Certificate of Analysis

##### 6.7.2 Marking and Labeling

##### 6.7.3 OCONUS Sea Containers

##### 6.7.4 Transportation

##### 6.7.4.1 Delivery

##### 6.7.4.2 Vendor Shipment Module

##### 6.7.5 Performance Requirements

##### 6.7.5.1 Fill Rate Metric

##### 6.7.5.2 Time Definite Delivery Requirements

##### 6.7.5.3 Backorders

##### 6.7.5.4 Inactive Material

##### 6.7.6 Nonconforming and Discrepant Material

6.7.6.1 Product Quality Deficiency Reports and Supply Discrepancy  
Reports

6.7.6.2 Disposals

**7.0 Reporting Requirements**

**8.0 Addition/Deletion of Items**

**9.0 End of Contract Support**

**10.0 Contract Expiration**

**11.0 Contract Termination**

## 1.0 INTRODUCTION AND SCOPE

This Statement of Work (SOW) defines the scope of effort required to provide logistics support for compressed and liquefied gases and cylinders in Federal Supply Class (FSC) 6830 – Gases: Compressed and Liquefied; and 8120 – Commercial and Industrial Gas Cylinders but excluding Class I Ozone Depleting Substances (ODS). This will be a follow-on contract to contract SPM4AR-07-D-0100, dated 30 April 2007.

### 1.1 CONTRACTOR REQUIREMENTS

The Contractor shall perform/is responsible for the following:

- A. Comprehensive management of compressed gases and cylinders to include planning/forecasting, order processing and fulfillment, procurement/purchasing, inventory management, quality control, shelf life management, storage, packaging, transportation/distribution, obsolescence management, data management/delivery, customer support services and material returns, managing excess Government stock and Vendor Managed Inventory (VMI) depletion.
- B. Management of a pool of Government-furnished cylinders to include storage, maintenance/refurbishment, filling, distribution and disposal.
- C. For the National Stock Numbers (NSNs) listed in Attachments 1 and 2: A cylinder exchange program for CONUS only to include the delivery of full cylinders to, and the pick-up of empty cylinders from, customers' locations. Responsible for handling CONUS/OCONUS customer returns of empty and/or excess material. See Section 6.7.6 for more details. Responsible for handling discrepancies (including customer returns) associated with Product Quality Deficiency Reports (PQDR) and Supply Discrepancy Reports (SDR). See Section 6.7.6.1 for more details.
- D. Responsible for establishing and maintaining direct customer interaction to facilitate order delivery and customer returns, and to promote program growth and development.
- E. The Contractor shall establish a web site link that DLA may use to query the status of requisitions, request cylinder pickups/returns, and request expedited delivery.
- F. In the event that a customer returns cylinders that are not eligible under the terms of the contract, the contractor will notify the Contracting Officer and provide details of the cylinders that were returned. DLA Aviation will review the cylinder descriptions and provide disposal instructions. See Section 6.7.6.2 on Disposals.

## 2.0 GOVERNMENT RESPONSIBILITIES

The Government shall:

- A. Provide DLA Customer Account Specialist (CAS) points of contact (POCs) to coordinate communications with customers and provide assistance with Contractor access to customer locations.
- B. Provide cylinders as Government Furnished Property (GFP) for use in the cylinder pool.
- C. Maintain responsibility of alternate source approvals, surplus offers, First Article Test (FAT) requirements, Qualified Products List (QPL), Quality Assurance Letters of Instruction, Government Lot Acceptance Testing, PQDR/SDR approval, Military/Federal Specifications, Commercial Item Descriptions (CID), Procurement Item Description (PID) (see Section 6.1), waivers and deviations, establishing new NSNs as required, maintaining the Qualified Status List (QSL), and approving Material Safety Data Sheets (MSDS)/Safety Data Sheets (SDS) and Hazardous Warning Label (HWL), origin inspection determination, and provide access to the QSL on an as needed basis.
- D. Facilitate Contractor access to the Hazardous Material Information Resource System (HMIRS).

### **3.0 ENVIRONMENTAL REQUIREMENTS**

- A. The Contractor and its subcontractors are responsible for obtaining and maintaining all required federal, state, municipal, and international certifications, licenses, permits, registrations and approvals that may be required to perform this contract. The Contractor and its subcontractors shall possess/obtain their own, non-Government, EPA RCRA identification number(s) and follow the regulations of 40 CFR 260-280. The Contractor is responsible for reporting under EPCRA (all applicable sections), as well as providing such data or other appropriate data to the customer/installation allowing the customer/installation to meet its Federal/State/Local/DoD environmental reporting requirements.
- B. Any time the Contractor communicates with or is contacted by an environmental or other regulatory agency at any level, or is required to communicate with such an agency, as it pertains to this program, it will notify the Contracting Officer within 1 business day of the communication with or contact by an environmental/regulatory entity. In addition, the Contractor will notify the Contracting Officer of any spill via e-mail within 4 hours of the spill or the discovery of the spill.
- C. A spill is defined to be any release of a material from its primary container (i.e. the container that has an intimate contact with the material) that results in any loss of the material (i.e. asset), and the need to recoup, repackage, reissue or dispose of the asset whether or not the spill needs to be reported to a regulatory body under the various Federal, State, or Local environmental or occupational-safety regulations.
- D. Reporting Protocol:

1. Designated Contractor POC notifies DLA AVIATION Contracting Officer via e-mail.
  2. Notification occurs within 4 hours of the incident's occurrence or discovery of the incident.
  3. Notification covers asset(s) in transit to requisitioner(s) as well as in storage awaiting distribution.
  4. Notification proper to VMI as well as non-VMI assets.
  5. Notification to include the following information at a minimum:
    - a. Identify location of incident / approximate time of incident / injuries if any
    - b. Identify nature of incident
    - c. Identify and List NSN(s), Logistics Item Name(s), Contract #(s), Unit of Issue (U/I), number of U/I(s) affected
    - d. Identify total quantity/volume spilled (approximation)
    - e. Identify collateral damage (i.e. other assets/properties affected by incident)
    - f. Identify actions taken to contain/remediate incident
    - g. Identify corrective actions to minimize and/or eliminate future incidents of type noted
  6. Closing & follow-up notification within 7 calendar days of incident indicating state of affairs relative to incident to include any and all copies (at least for VMI) of
  7. All official notices sent to the various regulatory agencies where official notice and follow up are required.
  8. Contractor notifies Local/State/Federal regulatory entities and the Contracting Officer depending on the type, nature, and volume of the spill.
- E. The Contractor will be responsible for any fines or penalties incurred as a result of a spill. For reportable spills and instances of fines, penalties, and notices of violation, the Contractor shall notify the Contracting Officer within 4 hours; for all other communications or contacts with Government environmental regulators, the Contractor shall notify the Contracting Officer as soon as practicable, but in no event later than 4 hours after the communication or contact. In addition, the Contractor shall provide a copy of all documents or electronic media related to such communications or contacts to the Contracting Officer at no expense to the Government. The Contractor will not assert a privilege or other reason to withhold any such document or electronic media. This paragraph applies to all work under this contract.

## **4.0 TRANSITION AND OPERATIONAL CAPABILITY**

### **4.1 TRANSITION**

Transition must be synchronized among the Contractor, DLA Distribution and DLA Aviation to ensure that customer requirements remain satisfied during the transfer with little or no disruption in customer and in accordance with an approved Transition plan.

### **4.2 INITIAL OPERATIONAL CAPABILITY (IOC)**

The Contractor shall be capable of receiving and processing orders [manual and Electronic Data Interchange (EDI)] 30 days prior to receiving the first order for supplies.

#### **4.3 FULL OPERATIONAL CAPABILITY (FOC)**

The Contractor will have completed transition within 365 calendar days after contract award or once the Contractor assumes responsibility for individual products during transition. The Contractor shall assume responsibility for all items in Attachments 1 and 2 within the timeframes specified in its Transition Plan

#### **5.0 ASSUMPTION OF ITEM MANAGEMENT**

The Contractor's assumption of Item Management will begin for all items in Attachments 1 and 2 on the first day of Year 2 of the contract. Assumption of Item Management prior to the first day of Year 2 of the contract will be by bilateral modification.

#### **5.1 VENDOR MANAGED INVENTORY (VMI)**

VMI refers to DLA owned material in the custody of Contractors that perform warehouse management responsibilities under contract with DLA. DLA will identify existing inventory which can be transferred to the Contractor as VMI. If there is residual VMI on the existing contract (SPM4AR-07-D-0100) when this contract is awarded, it will be transferred to the Contractor who will then be accountable for the VMI (Attachment 3). The contractor shall manage this property in accordance with an approved Government property management plan. The Contractor will use the VMI assets to fill requisitions. DLA will redirect the shipment(s) at the Government's expense to the Contractor designated location (one east coast and one west coast hub locations). Subsequent shipments inside the Contractor's network will be at the Contractor's expense.

- A. Inventory will be physically transferred from the Government designated locations to the Contractor for storage and distribution, as follows:
  - i. Current operational and emergent worldwide support may require the redistribution of government-owned OCONUS assets to the Contractor's CONUS facilities.
  - ii. Unauthorized customer returns to DLA CONUS stock locations will be examined upon receipt. CC(A) and serviceable/reparable CC(F) material will be sent to Contractor locations for storage and distribution; irreparable, unserviceable and obsolete material will be sent to DLA Disposition Services for further processing.
- B. The Government will retain title to the inventory. The Contractor must use VMI to satisfy orders until the VMI is depleted; once VMI is depleted, the Contractor shall fill orders from Contractor-owned inventory. VMI must be used only to satisfy Government demands, as identified/issued via this contract.

- C. The decision to transfer VMI to the Contractor will be made through bi-lateral agreement between the Contractor and the Government Program Office and will be accomplished in phases, as necessary. Once the Contractor has established an unconstrained commercial pipeline for product support, the Contractor will have the final determination on whether a product is acceptable and in what quantities, as VMI. In each phase, when a quantity of Government inventory is identified, the inventory will be physically transferred to the Contractor's facility at Government expense. The Contractor will inspect, count, and reconcile the incoming inventory. A record of this transfer will be maintained by the Contractor and provided to the cognizant administration office and Contracting Officer (CO). Any questions concerning the acceptability of the incoming stock and/or the amount of inventory received will be resolved before the Contractor places the stock into its inventory and creates the record of the liability for the inventory from the Government. Stock Transfer Order (STO) Inspection & Acceptance shall be processed in accordance with Attachment 4. The Contractor will work with the CO to resolve issues regarding the receipt and acceptance of the DLA inventory. The Government will bear the expense of correction or disposal of any stock damaged prior to acceptance by the Contractor. After acceptance of the stock by the Contractor, the Contractor will be responsible for and bear the expense of any damaged containers, leaks, spills or other material releases, and any refurbishment required. Regardless of which party bears the expense, damaged VMI stock is to be disposed of in accordance with the process outlined in Section 6.7.6.2 of this SOW.
- D. The Contractor will establish accountability and manage VMI transactions IAW Section 5.0.
- E. After the Contractor accepts the transferred inventory, the Government will start routing requirements to the Contractor via EDI for the Contractor to fill from the inventory in accordance with Section 5.1.
- F. The Contractor shall be responsible and accountable for all Government inventory accepted into stock. The Contractor shall provide for preservation, protection, maintenance, repair and refurbishment of the Government inventory in accordance with sound industrial practice. The Contractor will maintain an auditable inventory of the transferred Government stock. The Government reserves the right to inspect and audit the VMI and the Contractor's VMI records at any time during performance of the contract. The standard Government Furnished Property Clauses and Federal Acquisition Regulation (FAR) Part 45 are not applicable to this inventory.
- G. The Contractor shall submit the Contractor's accountability property record closing balances on a monthly basis for all DLA-Owned contract items. Results of this inventory check shall be reported in accordance with Section 7.0.
- H. The Contractor shall conduct a 100% physical inventory and location survey of VMI on an annual basis. Results of this inventory check shall be reported in accordance with Section 7.0.

## 5.2 ESTABLISHMENT OF CYLINDER POOL

- A. The Contractor shall be required to establish and maintain, at the Contractor's designated location(s), a pool of Government Furnished Property (GFP) cylinders subject to FAR Part 45, the GFP Clauses of this contract, and an approved GFP plan. The pool shall consist of a sufficient quantity of various types of empty compressed gas cylinders (new cylinders, refurbished cylinders and cylinders requiring refurbishing).
- B. The transfer of cylinders for the cylinder pool will be accomplished in accordance with Section 4.0; cylinders needing refurbishment or damaged in transition will be refurbished by the Contractor in accordance with Section 6.6.2. The transfer of cylinders in the cylinder pool must be accomplished within the timeframes set forth in Section 5.0.
- C. GFP is established and managed offline using spreadsheet databases so no transaction sets are available to update government inventory systems while government owned property is in GFP status. Therefore, a vendor plant location will be established in the government's inventory management system to facilitate the transfer of empty cylinders from the governments wholesale depot locations and to support the procurement of additional, new cylinder inventory, necessary to maintain the vendor managed pool of GFP. In order to ensure the proper inventory accountability transaction is credited to on-hand balances at the DLA wholesale depots and to ensure that any new procurements are properly funded and receipts processed, all EDI transactions (STOs and cylinder buys) will be first processed as VMI transactions before being transferred to or from GFP accountability.
- D. It is the Contractor's responsibility to maintain adequate stock in the cylinder pool at all times in order to meet customer demands and delivery requirements. After the initial pool has been established, the stock level of empty cylinders within the pool shall be maintained primarily through customer pick-ups, refurbishment by the Contractor, as necessary, cylinder conversions, or transfer of stock from Government CONUS and OCONUS sources. As a last resort, the Government will purchase additional cylinders to replenish the pool.
- E. Customer pick-ups and returns include full, empty, used, partially used, unused and excess items as listed in Attachments 1 and 2. The Contractor shall maintain an aggressive customer return program that prevents/limits the number of returns into the DLA depot system. In the event of customer returns from the DLA depots, DLA will redirect the shipment at the Government's expense to the Contractor designated location (one east coast and one west coast hub locations). Subsequent shipments inside the Contractor's network will be at the Contractor's expense.

## 6.0 PURCHASING AND TECHNICAL REQUIREMENTS

### 6.1 ITEM DESCRIPTIONS.

- A. All materials delivered under this contract shall be provided in strict compliance with the Procurement Item Description (PID) requirements. The Contractor is responsible for notifying the Government if the part number or technical data, including specification and drawing revision, is different from the information cited in the PID. Until the Government has approved such a change, the Contractor shall provide the product in accordance with the PID.
- B. Contractor shall receive Government approval prior to ordering material from sources other than those approved in the PID, on a source controlled drawing, or in a qualified products list.
- C. A Quality Matrix is included as Attachment 5. The Quality Matrix provides information to supplement the requirements stated in the PID. In the event that a conflict exists between these documents, the PID data shall be the prevailing requirement.

## **6.2 MATERIAL SAFETY DATA SHEETS (MSDS)/SAFETY DATA SHEETS (SDS)**

MSDSs/SDSs are required for all materials delivered under this contract that meet the definition of hazardous as set forth in the latest version, which is Revision E, of Federal Standard 313 (including any versions or changes adopted during the life of the contract). The Contractor should pay particular attention to paragraph 4.3 of Federal Standard 313 (Additional Information Required on MSDS/SDS). MSDSs/SDSs must be provided as specified in the contract within 10 business days of product being entered into Contractor's inventory system or within 10 business days prior to shipment of product if shipping direct from subcontractor's facility. After approval, all MSDS/SDSs must also be linked to the appropriate delivery order number(s).

## **6.3 OSHA HAZARD COMMUNICATION LABELS/HAZARDOUS WARNING LABELS (HWLs)**

Items shall be labeled in accordance with 29 CFR 1910.1200 unless otherwise directed by 29 CFR 1910.1200 (b) (5). HWLs must be provided to the Contracting Officer or designee within 10 business days of product being entered into Vendor's inventory system or within 10 business days prior to shipment of product if shipping direct from subcontractor's facility.

## **6.4 ELECTRONIC SUBMISSION OF MSDS/SDS DATA SET- REQUIREMENTS**

- A. The Contractor will be required to link and provide the MSDS/SDS associated with each Delivery Order (DO). In addition, the Contractor will be required to provide electronically the following data-set for interfacing with DLA Aviation's MSDS/SDS Delivery Order Application (DOA) program: NSN; Contractor Serial Number; Contract and DO Number; Source of Supply; Contractor Source of Supply CAGE; Manufacturer/Responsible Party CAGE; MSDS/SDS Responsible Party; MSDS/SDS Preparation Revision Date; Product Name.

- B. The delivery order data is to be transmitted from the Contractor electronically to the DLA MSDS/SDS Web Service site using an XML data structure in a Simple Object Access Protocol (SOAP) format. An example of the SOAP format being used can be found at:

<https://apps.aviation.dla.mil/DeliveryOrder/DeliveryOrderPort?wsdl>

- C. The Contractor has the option of providing an optional file name for the transmission sent in order to confirm the accuracy of the data transmission. Upon receipt of the transmission, the Web Service will send a message acknowledging receipt. To transmit data to the Web Service requires authorized access by a company user which must be obtained through the DLA Application and Provision System (AMPS).

## 6.5 ITEM TESTING AND CERTIFICATION REQUIREMENTS

NSNs that require Government or Contractor First Article Testing, Production Lot Testing, In-process inspections, Aviator's Breathing Oxygen (ABO) testing, Origin Inspection, and gas certificates of traceability and certificates of analysis are identified in the PID and the Quality Matrix (Attachment 5). NSNs that require origin inspection are coded C or 1 in the Place of Inspection Code (PIC) field of the Quality Matrix (Attachment 5). DCMA source inspection is required for all Critical Safety Items (CSI) and other NSNS as designated by DLA Aviation. It will be the Contractor's responsibility to contact Defense Contract Management Agency (DCMA) to schedule an inspector access to the appropriate location to support inspection in accordance with the contract.

The Contractor shall ensure any Hydrostatic Test Facilities used to perform this contract are Department of Transportation (DOT) certified. Should the Contractor change facilities or should the facility's certificate be renewed, the Contractor shall submit a copy of the current certificate to the Contracting Officer prior to using the new or re-certified facility. Additional information concerning hydrostatic testing can be found at:

<http://www.phmsa.dot.gov/hazmat/regs/sp-a/approvals/cylinders>

## 6.6 FORECASTING AND INVENTORY MANAGEMENT

The Contractor shall be responsible for forecasting and inventory management of all products listed on Attachment 1 for both Customer Direct (CD), Forward Stock Locations (FSLs), and other designated locations. Delivery orders will be generated to stock inventory at the FSLs. The Contractor will deliver within a 15 calendar day lead time to the CONUS point of embarkation (POE).

### 6.6.1 SHELF-LIFE MANAGEMENT OF GASES AND CYLINDERS

The Contractor's forecasting and inventory management practices shall ensure that, upon delivery, items with a shelf-life cited in the PID will have a remaining shelf-life, as follows:

<b>For items with a shelf-life</b>	<b>Upon delivery, item shall have</b>
------------------------------------	---------------------------------------

<b>of:</b>	<b>remaining shelf-life of at least:</b>
18 months or greater	12 months
12 months	9 months

Re-certification – The Contractor must insure that a rigorous program of stock screening is in place to insure proper turn-around of shelf life designated materials that is comparable to or more stringent than that currently utilized by the government. All recertification risk is borne by the vendor. The Contractor must identify, and submit to DLA Aviation for approval, the laboratories they will be utilizing for shelf life extension testing.

## **6.6.2 MAINTENANCE OF CYLINDER POOL**

The Contractor shall perform cylinder maintenance and reconditioning services that are necessary to maintain the cylinders in a fully serviceable condition.

### **6.6.2.1 RECONDITIONING OF U.S. GOVERNMENT OWNED CYLINDERS**

The Contractor shall perform the necessary cylinder maintenance and reconditioning services to maintain the cylinders in a fully serviceable condition. These services shall be performed as outlined in MIL-STD-1411 “Inspection and Maintenance of Compressed Gas Cylinders.” The U.S. Government shall reimburse the Contractor for services provided based on a negotiated fee-for-service rate schedule. The Contractor shall furnish all materials and replacement component parts necessary, in order to perform the authorized services listed below:

- A. Stripping and Painting, to include, stripping of paint as necessary by grit blast, caustic solution, or wire brush and repainting with the proper color code, all lettering, stenciling, affixing of decals, metal lettering and/or number stamping when required by applicable regulations. Treatment and painting shall be by any method or system that will provide a finish that will meet the requirements of the item description for the reconditioned cylinder NSN.
- B. Stenciling, miscellaneous (applicable to stenciling required on cylinders that do not require stripping or painting).
- C. Hydrostatic testing of cylinders. Cylinders shall be tested in accordance with DOD and DOT regulations on or before the required test date or prior to the required test date when directed by contract or order. This includes valve removal, testing, indenting new test date, drying interior with air or an inert gas to a dew point consistent with the quality of the product for which the cylinder is designated, and resetting same or new valve. NOTE: At the time of solicitation the Contractor shall be required to furnish documentation substantiating that it will use a hydrostatic testing facility which is DOT certified.
- D. Modified hydrostatic test, where permitted by DOT regulations. This shall also include all of the supplemental requirements listed in Section 6.6.2.1 (C).
- E. Visual inspection in lieu of hydrostatic test, where permitted by DOT regulations. This shall include the removal of the valve, internal and external inspection, and resetting the same or new valve.

- F. Internal drying the interior of cylinder listed in Section 6.6.2.1 (C) but not in conjunction with a hydrostatic test.
- G. Internal mechanical cleaning of cylinder prior to or not in conjunction with a hydrostatic test to include flushing of particulate matter with air or water.
- H. Internal chemically cleaning of cylinder to remove a hydrocarbon or other contaminant as required by applicable specifications. To include pressurization, evacuation, purging and analyzing to assure removal of all contamination.
- I. Remove fractured, rusted or damaged cylinder parts, to include valve protection cap, valve, plugs and collars. NOTE: All serviceable parts, valves and fittings that are removed from the U.S. Government-owned cylinders and not reused by the Contractor shall be returned to the U.S. Government as directed by the Contracting Officer at the end of the contract.
- J. Metal stamping chemical symbol of the gas on valve.
- K. External visual inspection of Acetylene cylinders. This shall include preparing the external metal surface (stripping if necessary) and performing a visual inspection of all exterior surfaces and flange threads for deteriorating conditions in accordance with and not to exceed limits found in Compressed Gas Association (CGA) Pamphlet C-13.
- L. Internal visual inspection of Acetylene cylinders. This shall include the removal of the valve, all fuse plugs, screen, felt pads and inspect the interior filler mass for shrinkage and deterioration in accordance with the procedures found in CGA Pamphlet C-13. Once the inspection has been completed and the cylinder found acceptable, the cylinder shall be reassembled with new felt pads and a new screen and the same or new valve. All deteriorating fuse plugs shall be replaced.
- M. Remove and reclaim and/or destroy all residue of a known product prior to the reconditioning of a cylinder for refilling.
- N. The following exception is taken to MIL-STD-1411B:
  - a. Paragraph 5.3.2.5.3 Valve installation, in the first sentence delete “antisieze thread compound”.
  - b. Paragraph 3.22 Nonshatterability identification, add “of 4130X steel” after 3AA.
  - c. Paragraph 5.3.2.53 Valve installation, delete the second sentence, “A vacuum of not less than 3 inches of mercury absolute pressure must be maintained for 30 minutes”.
- O. Change in Service. This shall include the conversion of cylinders IAW CGA Pamphlet C-10.
- P. Ultrasonic testing. Use of ultrasonic testing is only permitted upon submission of a waiver by the Contractor and approval by DLA.
- Q. UNLISTED SERVICES: Permission to perform unlisted services not covered by this document must be obtained from the Contract Administrator, prior to performing the service.

### **6.6.2.2 REPLACEMENT PARTS AND ACCESSORIES FOR CYLINDERS**

The Contractor shall provide, at no additional cost, the following parts and accessories as required:

- A. Cylinder valves

- B. Dip tube (siphon) including retreating
- C. Collar (Neck Flange)
- D. Valve hood (Valve protection cap)
- E. Frangible disc type pressure relief device assembly
- F. Combination fusible plug-frangible disc type pressure relief device assembly
- G. Plastic valve outlet cap or plug (not permitted for oxygen service)
- H. Brass valve outlet cap or plug and retaining chain and clip
- I. Frangible disc
- J. Fusible plug in valve
- K. Fusible plug in cylinder
- L. Valve stem
- M. Valve packing
- N. Felt pads (Acetylene cylinders)
- O. Acetone (Acetylene cylinders)
- P. Screen (Acetylene)
- Q. Replace caps as required
- R. Horn, hose and nipple (15 lb. CO2 Fire Extinguisher)
- S. Handle (15 lb. CO2 Fire Extinguisher)
- T. Mounting bracket (15 lb. CO2 Fire Extinguisher)
- U. Band and faceplate (15 lb. CO2 Fire Extinguisher)

Refurbishment of NSN 6830-01-433-3717 (15-lb carbon dioxide fire extinguisher) to meet the requirements of NSN 8120-01-502-4379 is not considered a "standard" refurbishment because of the additional parts required. Because of the additional part required, refurbishment of NSN 6830-01-433-3717 shall be priced separately from the "standard" cylinder refurbishment.

The empty cylinder assembly NSN 8120-01-502-4379 shall be complete with the discharge valve assembly, discharge hose and hose assembly, nameplate band and mounting bracket in accordance with Military Specification MIL-E-24269 Class 1 Paragraphs 3.5.1 through 3.5.5. In addition, the complete cylinder assembly shall meet all requirements of MIL-E-24269 Class 1 except paragraph 3.3.1.2.

### **6.6.2.3 VALVES**

- A. All valves shall conform to the requirements of Commercial Item Description (CID) A-A-59860. Each valve shall have an approved outlet connection as defined in ANSI/CSA/CGA Standard V-1. Each valve shall be assembled with the appropriate pressure relief device for the gas application and the designated cylinder and its service pressure. Valve protection caps, for cylinders designed to receive such caps, shall be securely attached to the cylinders in a manner to protect the valves from damage during transport and delivery to the purchaser's receiving area.
- B. All references to "MIL-DTL-2" in the 6830/8120 item descriptions should be deleted and replaced with " CID A-A-59860".

- C. In accordance with paragraph 3.3 of CID A-A-59860 all valves shall be marked with the name or chemical symbol for the intended gas service.
- D. The following exceptions are taken to CID A-A-59860 Commercial Item Description, Valves, Cylinder, Gas:
  - i. Paragraph 3.3 Marking, delete the third sentence, “The contracting agent shall provide the required nomenclature.”

## **6.7 DISTRIBUTION**

### **6.7.1 PACKAGING**

#### **6.7.1.1 METAL PALLETS.**

Contractor is required to use commercial metal pallets in lieu of pallets as specified in the contract for delivery orders shipped to 1) Anniston Army Depot, DoDAAC W3161Y, 2) Letterkenny Army Depot, DoDAAC W25G1Q, and 3) for delivery orders shipped to DoDAACs that are serviced by the Fleet and Industrial Supply Center (FISC) – San Diego. Metal pallets will be furnished to the Contractor and its subcontractor by the Depots and Fleet and Industrial Supply Center in sufficient quantities at no additional cost to DLA or the Contractor. Contractor and its subcontractor shall coordinate with Anniston Army Depot, Letterkenny Army Depot, and Fleet and Industrial Supply Center as applicable to ensure a sufficient number of metal pallets are available for use under this contract.

#### **6.7.1.2 CERTIFICATE OF ANALYSIS**

Certificate of Analysis reports shall be supplied with orders upon request by the customer.

### **6.7.2 MARKING AND LABELING**

- A. The Contractor shall label all cylinders with a weather-proof label (able to withstand exposure to weather of all kinds without damage or loss of function) that includes the following information:

RETURN TO (*insert Contractor's name here*) IAW CHAPTER 8 of DoD 4145.19-R-2  
CUSTOMER CALL CENTER # 1-877-352-2255 (DSN: 661-7766)

### **6.7.3 OCONUS SEA CONTAINERS**

Upon notification from DLA Distribution that an OCONUS order requires a sea container (SEAVAN), the Government will modify the delivery order (if necessary) to reflect FOB Origin and inspection/acceptance at origin terms. DLA Aviation will retain Quality Assurance inspection and acceptance authority for OCONUS sea container orders. The Contractor shall establish and maintain the capability to stage, pack and ship SEAVANS to support filling large

OCONUS stock orders. The Contractor shall provide the following information to DLA Aviation prior to DLA Aviation acceptance: contract and delivery order number to include digital pictures of the NSN(s) shipped, sea container loaded, blocked, and braced.

#### **6.7.4 TRANSPORTATION**

##### **6.7.4.1 DELIVERY**

- A. The Contractor shall be responsible for shipment of all VMI and non-VMI products in accordance with 49 CFR 170-178, International Maritime Organization – International Maritime Dangerous Goods (IMO-IMDG), International Civil Aviation Organization - International Air Transport Association (ICAO-IATA), and Military Aircraft (MILAIR) [Air Force Manual (AFMAN) 24-204]. The Contractor shall be responsible for shipment of materials from its facility to the customer within CONUS; to the customer or designated Container Consolidation Points (CCPs) or Points of Embarkation (POEs) for OCONUS; or to freight forwarders for FMS orders. The Contractor shall email [delivery@dla.mil](mailto:delivery@dla.mil) for tentative destination instructions for FMS delivery orders. The Contractor shall also be responsible for transporting customer returns and discrepant orders from both CONUS and OCONUS customer locations to the Contractor's facility (see Sections 1.1 and 6.7.6). FMS orders may remain at the Contractor's facility for an extended period of time pending foreign country clearances.
- B. MIL-AIR palletization (see MIL-STD-2073 and MIL-HDBK-774) is required for orders transported via US Military aircraft. Steel safety carts (T-carts) cannot be used.
- C. Loose cylinders shall be transported in accordance with DoD 4145.19 paragraph 5.9(G)(7) and 5.9(G)(8).
- D. Delivery orders for shipment to a Navy vessel will not contain a complete shipping address. The Contractor shall coordinate with the Vendor Shipment Module (Section 6.7.4.2) for the complete shipping address.

##### **6.7.4.2 VENDOR SHIPMENT MODULE (VSM)**

The Contractor shall use VSM to request shipping instructions for all OCONUS and FMS orders. The Contractor shall establish a VSM profile. To create a profile, access the DLA Distribution Center website (<https://vsm.distribution.dla.mil>) or contact DLA Distribution Customer Service code: TOT (1-800-456-5507) which will assign a unique User Name and Password. Once assigned an account in VSM, the contractor will be able to access their current open purchase orders. By entering the weight and dimensions of packed ready to ship orders in VSM, Military Shipping Labels (MSL) and carrier documentation will be available to print from the website. Small parcel shipments will be available immediately; freight shipments will be available based on contractor's submission to VSM. Contractor will pack according to the mode transport selected by the Government. Containers shall be loaded, blocked, and braced with WPM wood suitable for overseas transportation. Requests for Military Shipping Label (MSL) and shipping instructions shall be requested when order is picked, packed and ready to ship (not prior). MSL

and shipping instructions should be available in VSM within 24 hours of initial shipment registry. The carriers that will be chosen by the Government will be responsible for shipping from the CCP, POE or Freight Forwarder point to the OCONUS customer destination. FMS orders may remain at the contractor's facility for an extended period of time (30 days or longer) pending foreign country clearances.

The Contractor shall:

- Submit Non-Hazardous and Hazardous OCONUS EDI 850 orders in an automated format to VSM WebServices
- Utilize VSM-generated MSLs or Contractor-generated MSLs, provided the Contractor-generated MSLs mirror the TCNs generated by VSM; screen labels for incorrect and missing data (e.g. invalid delivery addresses, blank required fields, quantity/weight/cube discrepancies, missing labels); coordinate updating with correct, required data
- Retain VSM transaction time stamps to substantiate Government processing and response time adjustments to delivery times and correcting the ship dates of all FSL orders (see 3.4.5.2(D)).
- For OCONUS orders, screen and flag VSM responses for instructions to ship HazMat to New Cumberland or Calcium Hypochlorite to Norfolk, instructions to ship packages and containers in excess of 30,000 lbs, instructions to ship to PO Boxes, and responses with incomplete ship-to address information
- Manually process sea container shipments

Provide adequate warehouse space to accommodate VSM hold material at no additional cost to the Government

## 6.7.5 PERFORMANCE REQUIREMENTS

### 6.7.5.1 FILL RATE METRIC

The Fill Rate metrics will be measured and monitored on a monthly basis;

- A. Although the Contractor is required to meet the TDD standards outlined in Section 6.7.5.2 below, the Fill Rate Metric measurement will be based on ship date rather than delivery receipt date.

<b>FILL RATE MEASUREMENTS</b>		
		<b>CONUS and OCONUS Shipment to CCPs/Ports of Embarkation</b>
<b>Issue Priority Designator (IPD)</b>	<b>Issue Priority Group (IPG)</b>	
Priority 01 – 03	IPG 1 (High Priority)	2 Business Day
Priority 04 – 08	IPG 2	3 Business Day
Priority 09 – 15	IPG 3	4 Business Days

- B. Performance tracking will start upon the issuance of the first delivery order, will be tracked on a monthly basis throughout the entire performance period and evaluated at the end of each performance period to determine compliance with the metric and overall level of performance. The initial performance period will start one year after date of contract award. Subsequent performance periods will be one year each.

### 6.7.5.2 TIME DEFINITE DELIVERY REQUIREMENTS

The Contractor shall ensure each order is satisfied within the following Time Definite Delivery (TDD) requirements:

<b>TDD DELIVERY STANDARDS</b>		
<b>Issue Priority Designator (IPD)</b>	<b>Issue Priority Group (IPG)</b>	<b>FOB Destination</b>
Priority 01 – 03	IPG 1 (High Priority)	6 Days
Priority 04 – 08	IPG 2	10 Days
Priority 09 – 15	IPG 3	15 Days

- A. High Priority Orders. High priority Customer Direct (CD) requirements are identified by Military Standard Requisitioning and Issue Procedures (MILSTRIP) Issue Priority Designator (IPD) Codes 01, 02 and 03.
- B. Routine Priority Orders. Routine CD requirements are identified by MILSTRIP IPD Codes 04 through 15.
- C. The Contractor has successfully filled a CONUS demand when, after receipt of an electronic requisition, the customer has received a product at the customer designated location within the specified TDD standards. The Contractor has successfully filled an OCONUS/FMS demand when, after receipt of an electronic requisition, the Contractor has delivered a product to the designated CCP, POE, freight forwarder, or OCONUS POE for OCONUS customer direct orders within the specified TDD standards. Partial deliveries shall not constitute compliance with the delivery requirement.

### 6.7.5.3 BACKORDERS

Any order not shipped complete within the required Fill Rate metric shall be classified as a backorder. Backordered Delivery Orders will be included in the Delivery Disincentive.

### 6.7.5.4 INACTIVE MATERIAL

NSNs contained on Attachment 2 exempt from the Fill Rate metrics.

### 6.7.6 NONCONFORMING AND DISCREPANT MATERIAL

The Contractor shall maintain a process to handle customer returns and complaints. The Contractor shall respond to the customer within 72 hours after receiving the request.

#### **6.7.6.1 PRODUCT QUALITY DEFICIENCY REPORTS (PQDR) AND SUPPLY DISCREPANCY REPORTS (SDR)**

The successful Contractor shall implement its proposed plan for handling PQDRs and SDRs reported by customers. The Contractor is required to obtain and maintain WEBSDR access at:

<https://www.transactionservices.dla.mil/daashome/websdr.asp>

The Contractor shall ensure, in executing this contract, it thoroughly and timely investigates and resolves these and any other issues relating to nonconforming or discrepant material. The Contractor shall submit its recommended resolution into the WEBSDR system within 15 calendar days of being notified of the SDR by the customer. The Contractor shall track PQDR and SDR receipts and resolution, and shall include this information in the annual Performance Review Board (PRB). The Contractor shall be responsible for picking up and refurbishing or replacing any material requiring refurbishment or replacement, and for delivery of conforming goods to the customer. The gas returned to the Contractor under a PQDR or SDR shall remain the property of the Contractor; however the cylinder shall be returned to the GFP pool.

The Contractor shall replace non-conforming material with conforming material immediately upon notification of the discrepancy.

#### **6.7.6.2 DISPOSALS**

The Contractor shall not accumulate material subject to waste classification (e.g. shelf life expired material that cannot be extended or is in a damaged cylinder) beyond 90 days unless the Contractor possesses a RCRA Part B operating permit for long term storage. Storage (RCRA generator accumulation) beyond 90 days for generators without a Part B permit can subject the generator to the rules regarding establishment of a Solid and Hazardous Waste Management Unit (SHWMU), and potentially facility wide corrective action.

Disposal and sale of the scrap metal generated shall be the responsibility of the Contractor. The Contractor is authorized to retain proceeds from the sale of scrap metal, but must report sales and proceeds on a quarterly basis (Section 7.0).

### **7.0 REPORTING REQUIREMENTS**

- A. The Contractor shall provide the following in auditable reports via e-mail to the Contracting Officer, or designated representative, on an individual occurrence basis during the period of performance of the contract:
  1. Weekly: The Contractor shall provide a Consolidated Delivery Tracker the provides at a minimum, the Gas Description, Order Seq Number, NSN, Customer

Document Number, Ship To DoDAAC, Order Quantity, Order Receipt Date, Order Delivery Date, Actual Delivery Date, Delivered Quantity, Delivered To and For Transshipment To, information. Additional delivery information may be requested as needed. See Attachment 7.

2. Monthly: The Contractor shall provide an inventory of all full cylinders, all empty cylinders, and all cylinders awaiting refurbishment. This inventory shall include (by gas product: the appropriate NSN (full or empty cylinder), gas service, cylinder size and pressure rating, the monthly forecasted consumption (recalculated at least quarterly). The Contractor will ensure that the quantity of cylinders supporting each gas product add up regardless of status (full, empty, awaiting refurbishment) or pressure rating. Any cylinder that is refinished or repainted to fulfill the expressed needs of the cylinder pool must be accounted for on the inventory sheet as a gain for one NSN, and as a loss for another NSN to account for the transfer. Additional inventory management information may be requested as needed. See Attachment 8.
3. Monthly: The Contractor shall provide a refurbishment report that contains the NSN, cylinder number, and list of services performed on each cylinder. Data for GFP and VMI shall be reported on separate tabs. See Attachment 9.
4. Monthly: The Contractor shall provide a Condemned Property Report that contains the necessary information for the Contracting Officer to make a determination on the proper disposition of the property. Data for GFP and VMI shall be reported on separate tabs. See Attachment 10.
5. Monthly: The Contractor shall provide an updated Stock Transfer Order (STO) Master Report on a monthly basis to identify updates to open STOs for the transfer of material from DLA to the Contractor. See Attachment 11.
6. Monthly: The Contractor shall submit month-end closing balances of VMI in a Comma Separated Value (csv) file format to the Contracting Officer within 3 business days following the end of the month. At a minimum, closing balance book records will list: FSC, NIIN, Condition Code, Unit of Issue, Item Name, Balance On-Hand at 11:59 PM EST on the last day of the month, Plant Code, RIC and Storage Location Code, DoDAAC and date prepared. See Attachment 12.
7. Monthly: The Contractor shall provide a Customer Returns Report that contains the date material was received, customer (to include DoDAAC and location), BOL number (TCN for OCONUS returns), NSN, NSN description, quantity, condition code and corresponding 6830 NSN. See Attachment 13.
8. Quarterly: The Contractor shall provide a report to track resolution of PQDRs and SDRs. This report shall include PQDR/SDR number, date of PQDR/SDR, date PQDR/SDR received by Contractor, Customer, Customer Requisition number, NSN, quantity, reported discrepancy, disposition of material, Contractor resolution and date of projected/final resolution.
9. Quarterly: The Contractor shall provide a Scrap Sales Report that includes the date of sale, description of scrap sold, and proceeds. Data for GFP and VMI shall be reported on separate tabs.
10. Annually: The Contractor shall submit an Annual Physical Inventory Report that reports 100% inventory of all remaining VMI to the Contracting Officer within 3 business days following the end of the Government's fiscal year (September 30).

At a minimum the report shall include FSC, NIIN, Item Name, Location, Unit of Measure, Date, and Count and Condition. See Attachment 14.

## **8.0 ADDITION/DELETION OF ITEMS**

Additional items may be added to this initiative if the Government determines support for those items are within the original scope and intent of this effort, and is in the best interest of the Government to support the customers.

- A. Items added to this contract will be priced in accordance with a pricing methodology to be negotiated during Transition.
- B. Items will be added to the contract by bilateral modification, if possible, provided that the parties agree on a price within the time frames established in the pricing methodology. If the parties are not able to agree on a price, the items will be added by unilateral modification, at a price established by the Government. The unilaterally established price determination will be subject to appeal, pursuant to the Disputes provision of the contract.
- C. The contractor shall continue to honor orders for any deleted items until issuance of the modification that deletes them, or for any duration specified by that modification. Deletion of items under this provision is not subject to the Termination for Convenience provision of this contract and will not otherwise result in any liability by the Government to the contractor.

## **9.0 END OF CONTRACT SUPPORT**

Upon expiration or termination of the contract, the Contractor will provide the Government all requested demand, forecast, and spend data and information necessary to prepare a follow-on solicitation. The Contractor may also be asked to provide supplier information. The Contractor may also be asked to participate in meetings with the Government and the new contractor to ensure an orderly transition from the old contract to the new contract.

## **10.0 CONTRACT EXPIRATION**

Upon contract expiration, the Government will not purchase from the Contractor any inventory purchased by the Contractor to support the requirements of this contract. The Contractor may negotiate a commercial sale to the successor contractor, but the Government disclaims any responsibility or obligation to facilitate any such sale.

The Contractor shall continue to comply with the delivery requirements of this contract for all orders received up to the expiration date.

## **11.0 CONTRACT TERMINATION**

If the contract is terminated prior to the expiration date, the Contractor shall return all VMI and GFP to a designated location to be determined by the Government and at the expense of the Government. This shall be accomplished within thirty (30) days of the Government location identification. The Government reserves the right to buy any inventory purchased by the Contractor in support of this contract, at the contract price. The Contractor will also be responsible for providing all data, transfer records, and reports listed in Section 7.0.

*(End of Section C)*

**SECTION J – ATTACHMENTS**

- Attachment 1: Schedule B1 – Active NSNs & Unit Pricing
  - Attachment 2: Schedule B2 – Inactive NSNs
  - Attachment 3: Schedule B3 – STO Inspection & Acceptance
  - Attachment 4: Schedule B4 – Current VMI
  - Attachment 5: Schedule B5 - Quality Matrix
  - Attachment 6: Schedule B6 – Surge & Sustainment NSNs
  - Attachment 7: Schedule B7 – Weekly Delivery Order Tracker
  - Attachment 8: Schedule B8 – Monthly Inventory Report
  - Attachment 9: Schedule B9 – Monthly Refurbishment Report
  - Attachment 10: Schedule B10 – Monthly Condemned Property Report
  - Attachment 11: Schedule B11 – Stock Transfer Order (STO) Master Report
  - Attachment 12: Schedule B12 – Monthly VMI report
  - Attachment 13: Schedule B13 – Monthly Customer Returns Report
  - Attachment 14: Schedule B14 – Yearly VMI Report
  - Attachment 15: Schedule B15 – Refurbishment & Disposal Services & Pricing
  - Attachment 16: Schedule B16 – Minimum & Maximum Delivery Order Quantities
  - Attachment 17: Procurement Item Descriptions (PID Data)
  - Attachment 18: Demand Data
  - Attachment 19: Five Year Requisition History
  - Attachment 20: Forward Stock Locations (FSL)
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- Attachment XX: Contractor Observed Holidays (*to be incorporated upon award*)
  - Attachment XX: Contractor Approved Surge Plan (*to be incorporated upon award*)

## Sections to be added to the RFP

### Section H:

#### H-900 PRICING AND PAYMENT

Material: Material priced at time of award of the contract represents the fixed commodity price for the first quarter. Those prices will be adjusted quarterly throughout the life of the contract in accordance with Economic Price Adjustments pursuant to clauses 52.216-02 and 52.216-9030. The EPA rates used for the adjustments to be used for the adjustment are as follows:

FSC: 6830 Bureau of Labor Statistics (BLS) Category – WPU067903

FSC: 8120 Bureau of Labor Statistics (BLS) Category – WPS107201

**Supply Chain Support:** Fixed Pricing is established for the level of performance to support demands over a 10-year ordering period which includes a 5-year base ordering period and one 5-year option period. All fees will be paid against the referenced CLIN on the delivery order.

- a. **Transition Fee:** A fixed dollar amount is established for the first year to cover transition and implementation costs. The fee will be paid in accordance with established milestones as defined by the approved transition plan.
- b. **Management Fee:** A fixed annual dollar amount is established to cover fixed costs incurred in the overall management of the supply chain. This fee is applicable throughout the entire contract term and is paid monthly.
- c. **Throughput Fee:** A fixed percentage is established to cover expenses that vary with the volume of business to include the costs of transportation, warehousing, and disposal of Contractor-owned material. The fee is applied to each NSN unit price and is paid on each delivery order issued. This fee is applicable throughout the entire contract.
- d. **Cylinder Refurbishment:** Reconditioning/refurbishment of cylinders will be paid on a fixed basis according to the services sited in 3.3.5 in the SOW.
- e. **Cylinder Disposal:** Disposal of cylinders will be paid on a fixed basis.

#### H-901 FILL RATE METRIC

The following Fill Rate charts illustrate the disincentives. Fill Rate metrics are defined in the SOW.

Performance Period 1-9: (Completion of Transition Period thru contract completion)	
Fill Rate	Disincentive
90% or greater	0
88% - 89.9%	-3%
85.1% - 87.9%	-5%
85% or less	-10%

The disincentive will be applied against the value of the delivery order(s) not shipped complete in accordance with the defined fill rate standards. The disincentive amount will apply to the amount of the cumulative orders over the total value for each defined 12 month performance period. The disincentive amounts are reduced from the applicable fee amount to be paid.

#### A. Exceptions

- a. When a new NSN is added to the contract, the NSN will be adjusted in the performance metric calculation. For any new items added to the contract, an appropriate production lead time (PLT) will be allowed for the first delivery order (and any subsequent orders issued within the PLT). At

- the end of the initial PLT the NSN will be subject to the Fill Rate Metric at the end of the initial PLT.
- b. Cancelled delivery orders will be removed from the monthly metric calculation of the Fill Rate Metric.
  - c. Delivery orders issued for the purchase of cylinders to replenish the GFP cylinder pool are excluded from the Fill Rate calculation.
  - d. Origin Inspection Orders will be allowed nine (9) workdays to coordinate with Defense Contract Management Agency (DCMA) Quality Assurance Representatives (QARs) and get Inspection/Acceptance Origin shipments filled.
  - e. Spike orders will be removed from the monthly metric calculation of the Fill Rate Metric.
  - f. The parties will maintain a Memorandum of Understanding (MOU) that addresses how certain deliveries will be counted in the metric. The MOU will be established during the Transition Period.

### H-902 BACKORDER

The total number of Backorders for a period will be categorized by the number of calendar days the orders are late. The degree of disincentive increases proportionate with the age of the backorders as shown in the following chart:

Backorder Category	Number of Calendar Days Late	Disincentive Percentage
A	0-7	0%
B	8-20	3%
C	21-50	8%
D	51-80	15%
E	>81	25%

The calculation of the backorder disincentive fee is as follows:

$$\begin{aligned}
 &\text{Backorder Disincentive Fee} = \\
 &[(\text{Value of Category A Backorders}) \times \text{Disincentive \% for Category A}] \\
 &\quad + \\
 &[(\text{Value of Category B Backorders}) \times \text{Disincentive \% for Category B}] \\
 &\quad + \\
 &[(\text{Value of Category C Backorders}) \times \text{Disincentive \% for Category C}] \\
 &\quad + \\
 &[(\text{Value of Category D Backorders}) \times \text{Disincentive \% for Category D}] \\
 &\quad + \\
 &[(\text{Value of Category E Backorders}) \times \text{Disincentive \% for Category E}]
 \end{aligned}$$

Example: Total Value of All Backorders: \$6,000,000

Category	Calendar Days Late	Value of Backorders	Disincentive %	Disincentive Calculation
A	0-7	\$750,000	0%	\$0
B	8-20	\$2,000,000	3%	\$60,000
C	21-50	\$1,500,000	8%	\$120,000
D	51-80	\$1,000,000	15%	\$150,000
E	>81	\$750,000	25%	\$187,500
Totals		\$6,000,000		\$517,500

Backorder Fee = \$517,500

The Backorder disincentive will be tracked monthly and calculated on an annual basis. This disincentive is applicable to Performance beginning with the defined FOC.

Orders excluded from the Fill Rate metric are excluded from the Backorder disincentive.

### **H-903 GOVERNMENT DATA**

The information provided from the Government reflects actual, historical data. The Contractor is advised to be cautious when analyzing this information. Therefore, the data may not reflect the conditions that the Contractor will encounter. As military operations increase or decrease, it is anticipated that the demands for these products will also either increase or decrease. All historical and projected data are provided for informational purposes only, and the Government neither warrants nor guarantees that any of the data and percentages provided herein will be realized by the Contractor during the performance of this contract.

### **H-904 PRICING OF ITEMS ADDED TO THE CONTRACT**

The Government will notify the contractor at the time an item is contemplated to be added to this contract. The contractor shall provide a proposal for the item within thirty days of notification from the contracting officer. The negotiated price will be in effect for the remaining life of the contract and will be included in all future EPA adjustments.

### **H-905 POST AWARD CONFERENCE**

The contracting officer, in conjunction with the cognizant ACO, may require a post-award conference in accordance with FAR 42.503. If a conference is deemed necessary, it will be conducted within 30 days of contract award. The contractor shall be responsible for ensuring that all critical subcontractors participate in the conference. The date, times, and location of the conference will be mutually agreed upon by the contracting officer, ACO, and the contractor.

### **H-906 HAZARDOUS MATERIALS**

a. PACKAGING DATA: Shall be packaged in accordance with hazardous material packaging requirements specified in Section B of the solicitation/contract.

b. PACKAGING: Packaging and marking for hazardous materials shall comply with applicable requirements for Performance Oriented Packaging (POP) contained in the International Air Transport Association (IATA) Dangerous Goods Regulations, AFMAN 24-204/DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment or the International Maritime Dangerous Goods Code (IMDG) and with Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49. All performance test requirements shall be supported by certificates and reports attesting to the date and the results obtained from performance oriented packaging testing. The contractor, if not a self-certifier, shall be responsible for assuring that third party sources providing performance testing services are, in fact, registered with the Department of Transportation. The contractor's signed certification that the packaged configuration meets IATA or IMDG requirements shall be incorporated on the DD Form 250, Material Inspection and Receiving Report, and other related acceptance document if the DD Form 250 is not used. Ensure the Shipper's Declaration for Dangerous Goods (SDDG) is included for all air shipments in accordance with IATA and/or AFMAN 24-204/DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment. All certificates and reports (including training records) shall be available for inspection by authorized Government representatives for a period of three years.

c. MILITARY AIR SHIPMENTS: When a contract/order for hazardous material requires shipment to a military aerial port or through a military container consolidation point to include, but not limited to those DOD Activity Address Codes (DODAAC) listed below, for onward movement to an OCONUS customer shall comply with AFMAN 24-204/DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment. Publication is available at: [www.wpafb.af.mil/shared/media/document/AFD-121204-014.pdf](http://www.wpafb.af.mil/shared/media/document/AFD-121204-014.pdf).

SW3225 – CCP (Tracy, CA)  
 SW3123 – CCP (New Cumberland, PA)  
 SW3142 – Yokosuka, Japan  
 N45627....Norfolk NAS Terminal

FB4427 – Travis AFB  
 FB4497 – Dover AFB  
 FB4418 – Charleston AFB  
 FB4484 – McGuire AFB

FB4479 - McChord, WA

d. **COMMERCIAL AIR SHIPMENTS:** When a contract/order for hazardous material requires shipment by a commercial air carrier for onward movement to an OCONUS customer, packaging and certification shall comply with the International Air Transport Association (IATA) Dangerous Goods Regulations International.

e. **WATER SHIPMENTS:** When a contract/order for hazardous material requires shipment to a water port for onward movement via vessel, packaging shall comply with the IMDG, International Maritime Dangerous Goods Code.

f. Training and certification for preparing DOD shipments by any mode of transport may be obtained by contacting the DOT/Technical Safety Institute at: Transportation Safety Institute, 6500 South MacArthur Blvd, Oklahoma City, OK 73169-6900, Commercial: (405) 954-4500, Web address: [www.tsi.dot.gov](http://www.tsi.dot.gov)

## **H-907 ACTIVE RADIO FREQUENCY IDENTIFICATION (aRFID) TAG REQUIREMENTS FOR OCONUS SEA VAN SHIPMENTS**

The Contractor shall prepare and affix Government-furnished Active Radio Frequency Identification (aRFID) tags to shipment containers, for all OCONUS destined shipments via ocean transport in sea containers in accordance with the following RADIO FREQUENCY (RF) TAG REQUIREMENTS:

### **I. DEFINITIONS**

- A. "Radio Frequency Identification (RFID)" A method of automated identification using electronic tags capable of receiving/storing and/or transmitting digital information by means of, and in response to, radio frequency (RF) energy.
- B. Radio Frequency Identification (RFID) Tag: A small radio transmitter or transceiver that can store user defined data in nonvolatile, read/write memory, and can be monitored and controlled by other devices. Radio Frequency Identification tags may be "active" (aRFID) which produce their own radio signal with their own power source or "passive" which receive their power from an interrogator by radio frequency (RF) transmission.
- C. aRFID Laptop Write Station Computer: A "laptop" computer configured to "write" aRFID tags.
- D. aRFID Write Software: The Government-owned software used in conjunction with aRFID equipment to gather ID tag data on military-sponsored shipments and report information for compilation in Government databases on regional servers for In-Transit Visibility.
- E. Tag Docking Station: An electronic device used to transmit data electronically from the aRFID Laptop Write Station Computer to the aRFID tag.

### **II. GENERAL INFORMATION**

- A. It is the objective of the Government to use aRFID Technology for all Gas and Cylinder sea containers going to OCONUS locations in order to maintain Total Asset Visibility (TAV) of these products on the battlefield. The Army has incorporated RFID Technology into its Joint Vision 2010 Focused Logistics Program.
- B. The objective described in paragraph A above supplements DFARS clause 252.211- 7006, Radio Frequency Identification, which requires the Contractor to prepare and affix EPC Class 1 passive RFID tags at the case and palletized unit load packaging levels, for shipments of items that are being shipped to any of several Defense Distribution Depots or Air Mobility Command Terminals.

The aRFID application software to be used for aRFID tagging of OCONUS shipments is Government-owned. The Government shall provide the RF Write software and technical services required to facilitate implementation of RF tagging of shipments. This includes surveying the Contractor site for RF site preparation, installation and testing

of hardware and software, installation of communications software interfaces to Government servers, and training vendor personnel to use the integrated software and hardware composing the RF tag "write" capabilities. The Government points of contact (POC) for acquiring the aRFID software and technical services are: **Program Executive Office, Enterprise Information Systems, Product Manager for Automatic Identification Technology (PEO EIS, PM AIT)**, help.rfitv@us.army.mil or Phone number: (800) 877-7925 or (703) 439-3850.

### III. RF EQUIPMENT AND EQUIPMENT SUPPORT

#### A. HARDWARE:

All aRFID equipment will be Government-Furnished Property (GFP). The Contractor shall contact and coordinate with the Government POCs for the delivery of the initial inventory of RF tags, data cables, software and for any other assistance or advice required. Note: FAR clause 52.24-1, Government Property (June 2007), shall apply to all GFP provided to the Contractor

##### 1. aRFID Tags:

The aRFID Tag model include ST 654/656 "active" tag with its own database engine and file system. It features 128 bytes of read/write memory and supports tag-initiated communication triggered by system sensors. It is hermetically sealed, waterproof, and able to withstand the shock and vibration of transportation. **One (1) aRFID Tag model ST-656-1 is required for each container shipment.** The initial inventory of aRFID Tags shall be provided by the Government for use on Government-sponsored shipments.

##### 2. Data cables:

The Government will provide two data cables per site (one primary and one for backup purposes). Alternatively, the Contractor shall purchase these cables from a GSA Schedule (Savi Write Adapter for the SaviTag 654 & Savi ISO Container Door Tag or Government-approved substitute) and shall be reimbursed by the Government for Contractor's cost to purchase and deliver the cables to its warehouse locations. The Government will be responsible for providing the Contractor replacement data cables or the Contractor's cost of purchasing replacement data cables once the cables have reached the end of their service life through normal use.

#### B. SOFTWARE

The Government will furnish all application software, and perform all actions required to install and test software, and then train Contractor personnel to use software and equipment to perform required ID tag activities.

#### C. aRFID INFRASTRUCTURE SUPPORT

The Government shall test aRFID equipment after the Contractor has received all necessary software/hardware. The Contractor shall provide assistance to facilitate the download/testing and to insure access at aRFID equipment locations.

### IV. PROCEDURES

A. The Contractor shall input data or "write", one aRFID tag for each OCONUS container load, when directed by the DDC, and affix the aRFID tag to the Container by the most secure method available, behind the locking bars. Each aRFID tag shall be written to contain the data attached, formatted as specified by the data definition for the 128k aRFID tag. The Government will provide training for contractor personnel to "write" the data to tags. The Vendor Shipping Module (VSM) will be used along with the Java Automated Manifest System (JAMS) software.

B. The Contractor shall be responsible for replenishing and maintaining its inventory of aRFID tags. The replenishment tags will be provided as Government furnished property (GFP), at no cost to the Contractor. **Note however, that the Contractor shall be liable for loss of or breakage to aRFID Tags occurring while in their possession to the extent specified by FAR 52.245-1.** The Contractor shall obtain its replenishment RF Tags from the Defense Distribution Center for aRFID Tags:

**DLA Distribution  
Bldg 54, Bay D-5 (J3 OS)  
New Cumberland, PA 17070  
EMAIL: [delivery@dla.mil](mailto:delivery@dla.mil)  
Telephone: 1-800-456-5507**

**Subject line of the email: aRFID TAG REPLENISHMENT REQUEST**

C. Maintenance of GFP Hardware: The Contractor shall promptly and directly contact the following for any maintenance repair required for any aRFID Tag GFP hardware:

help.rfitv@us.army.mil or Phone number: (800) 877-7925 or (703) 439-3850.

D. The Contractor shall maintain a log for its inventory/use of aRFID Tags. The aRFID Tag Inventory Log shall, at a minimum, contain the following information and dates: initial inventory; detail of each aRFID Tag shipped (e.g. aRFID Tag serial #, container#, TCN, date shipped, destination); detail of any aRFID Tag returned to the RFID Mgmt Center; replenishment quantity, on-hand inventory. In addition note any aRFID Tags that are damaged or unserviceable. This information shall be promptly provided by the Contractor on a monthly basis (the first week of each month) to the Contracting Officer or authorized Contracting Officer's Representative (COR), Program Executive Office, Enterprise Information Systems, Product Manager for Automatic Identification Technology (PEO EIS, PM AIT), help.rfitv@us.army.mil or Phone number: (800) 877-7925 or (703) 439-3850.

E. Upon request of the Contracting Officer, or COR, the Contractor shall promptly return any, or all, GFP RF Tags to the DDC RFID Management Center above. The Contractor shall prepare aRFID Tags for shipment as directed by the Government POCs, and shall make such shipment to the Defense Distribution Center at Government expense.

F. When the Contractor writes data to the aRFID tag the Contractor is responsible for verifying that the data successfully writes to the tag using the data write verification feature included with the JAMS software.

**Make sure that DLAD add/delete clause is included. 52.216-9006**

## SECTION L - Instructions to Offerors

A. The following instructions cover the preparation and submittal of the offeror's proposal for this solicitation. To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Offerors are cautioned that any noncompliance with the terms and conditions of the RFP may cause their proposal to be determined unacceptable and therefore not eligible for award. If a joint venture arrangement exists for this acquisition, the offeror shall provide a copy of the joint venture agreement that is signed and dated by all joint venture members as part of the proposal submission. Proposals shall be submitted to the Government in six (6) separate volumes as set forth below:

<u>VOLUME</u>	<u>PAGE LIMITS</u>	<u>NUMBER OF COPIES</u>	<u>DESCRIPTION</u>
1	N/A	1	Completed RFP
2	50	3	Written Technical Proposal
3	50	3	Written Management Proposal
4	N/A	1	MSDS/SDS & HWL
5	N/A	3	Past Performance
6	N/A	2*	Cost/Price Proposal

*\*Cost/Price proposal information shall be submitted in written form (1 copy) and CD-R or DVD-R (write once/read only) (1 copy) that is "closed" so that no further writes can be made to the media. CD-R/W or DVD-R/W media types are not acceptable. Media must be virus scanned by the offeror prior to submitting to the Government.*

In addition to the page limitations set forth above, proposals should comply with the following format:

(1) The sealed package used to submit the proposal package must show the time and date specified for receipt. Each volume shall be marked with the RFP number and the offeror's name and address, and the number of the Volume. i.e. I, II, III, etc. Proposals shall be in the English language and all monies shall be proposed in United States dollars.

(2) Print should Times New Roman font with a 12 point font size and should be on 8 ½" x 11" paper. Charts, graphs or spreadsheets may be on fold-out pages, but must fold within the page size specified and will count as one page. Charts graphs, drawings, diagrams, supporting illustrations, or spreadsheets shall not be greater than 11" x 17". Each volume within the proposal notebook shall be separately tabbed and identified. Margins shall be no smaller than 1" on all sides and each page shall be numbered consecutively. The use of elaborate formats and binders, and expensive exhibits are discouraged

(3) The page limitations for Volume II, Written Technical Proposal, and Volume III, Written Management Proposal, is 50 pages. The page limitation includes any drawings, diagrams supporting illustrations, or spreadsheets, etc. but excludes any table of contents or list

of acronyms (if utilized). Offerors are cautioned that any pages that exceed the page limitation shall not be read but shall be removed and either retained in the contract file without being considered in the evaluation or sent back to the offeror.

(4) Each page containing proprietary information should be so marked.

(5) Each page must contain the following legend at the bottom of each sheet:

**SOURCE SELECTION INFORMATION--SEE FAR 2.101 and 3.104  
FOR OFFICIAL USE ONLY**

(6) Submission of the initial proposal packages via electronic mail will not be accepted. Initial proposal packages shall either be mailed or hand-delivered to the designated DLA Aviation Bid Custodian.

(7) Page limitations may be placed on responses to Evaluation Notices (ENs), if issued. The specified limits for EN responses will be identified in the correspondence forwarding the ENs to offerors or on the EN form itself.

(8) Offerors shall assume the Government has no prior knowledge of their capabilities, work processes, facilities, and experience and will base its evaluation on the information presented in the offeror's proposal.

(9) Proposals shall be clear, concise, and include all the information required by this provision in sufficient detail for effective evaluation. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements.

**B. Communications:**

Exchanges of source selection information between the Government and offerors will be controlled by the Contracting Officer. Exchanges of source selection information after submission of the initial proposal packages between the Government and offerors will be controlled by the Contracting Officer. Email may be used to transmit such information **ONLY** if the email can be sent encrypted, and must include "Source Selection Information – See FAR 2.101 and 3.104" in the subject line of the email. Otherwise, source selection information will be transmitted via direct mailing. In order to facilitate the sending and receiving of encrypted emails, offerors must use MS Outlook email configured to support encryption or a different email product that is S/MIME compatible and configured to support encryption. If you intend to submit your source selection information via encrypted email, you will need to contact the Acquisition Specialist/Contracting Officer indicated on the face page of the solicitation prior to that first submittal in order to exchange certificates used for encryption. To ensure the process is working correctly, send a test encrypted message first (without including any source selection information).

The Government intends to conduct discussions, but reserves the right to award without discussions. Any discussions will be conducted in accordance with FAR 15.306.

Proposals received are subject to the requirements specified in FAR 52.212-1, unless otherwise tailored in the Addendum to the solicitation. Proposals must be received by DLA Aviation by the following no later than 4:00 PM, Eastern Daylight Savings Time on Wednesday, July 8, 2015:

VIA MAIL: DLA Aviation  
Attn: Bid Custodian  
8000 Jefferson Davis Highway  
Richmond, VA 23297

VIA COURIER: DLA Aviation – ATTN: Marie Harrison  
Reception Area (Bldg 33)  
8000 Jefferson Davis Highway  
Richmond, VA 23297

VIA FACSIMILE: NOT AUTHORIZED

However, offerors are requested to submit Volume III, Past Performance Information, so that it is **received ten (10) calendar days prior** to the required due date for proposals. Failure to submit Volume III by the earlier date will not result in offeror disqualification.

### **C. Volume I, Completed RFP**

Volume I will consist of the completed and signed RFP with a cover letter delineating any exceptions taken to the RFP terms and conditions with accompanying rationale. However, offerors are cautioned that any noncompliance with the terms and conditions of the RFP may cause their proposal to be determined unacceptable and therefore not eligible for award. Offerors shall ensure that all clauses and provisions that require “fill-in” information are appropriately completed, including the proposed prices associated with the contract line items in the Schedule of the RFP.

### **D. Volume II, Written Technical Proposal**

The following information shall be provided and will be evaluated to assess the proposed technical approach and associated technical risk in accordance with Section M, Evaluation Basis for Award. The technical proposal shall address each of the following subfactors describing the offeror’s proposed approach to performing the requirements set forth in the SOW and applicable Purchase Order Texts (POTs). For each subfactor, the offeror shall identify risks, if any; associated with the proposed approach and actions the offeror will take to mitigate the identified

risks. If no risks/mitigations are identified in the offeror's proposal, it indicates the offeror does not consider there to be any risk associated with their proposed approach.

#### Factor 1: Technical

Subfactor 1: Quality Assurance will address the process for ensuring shelf life plan and stock rotation that ensures compliance with timeframes established in the SOW. All issues regarding product testing will be addressed for tests including but not limited to, origin inspection for Aviator's Breathing Oxygen (ABO) and refrigerants, Hydrostatic Testing Facility Certification(s), cylinder retesting and shelf-life recertification, and first article testing. This will include the procedures used for product and end item packaging / marking. Identify the actions that are required to address spills, management of actions taken to correct and report spills, and identify appropriate preventative actions that may be employed to protect the inventory. Identify the process for management of the MSDS/SDS and Hazardous Warning Labels (HWLs) repository and the associated tracking of the items to each delivery order. Specific compliances to required ISO 9001 or equivalent will be verified by providing certification or appropriate documents demonstrating compliance with required standards for the offeror and all affected subcontractors. Describe management of Hazardous Material (HAZMAT) items identified in this population.

Subfactor 2: Product Management will address the technical management of the government POTs that addresses the technical, packaging, marking, labeling, and other technical requirements (which may include active RFID marking) of each of the products associated with this effort. Also included are in process inspections and gas certificates of traceability. Product Management shall also cover the management of Government Furnished Property (GFP) cylinder pool, including the process for recovery cylinders containing used material returned by the customer. Any changes, updates, or proposed additional sources of supply must be addressed as to how the interaction with the government and appropriate approval will be obtained. The overall management of the product will also address specific actions that will be taken to promptly satisfy actions associated with PQDRs / SDRs generated for all actions generated for any order issued against this contract.

Subfactor 3: Refurbishment and Disposal will address the proposed refurbishment process as described in the SOW. Included shall be locations where cylinder refurbishment will be performed and a plan detailing the rate and process of turnover for refurbished cylinders. In addition, the process and location(s) for processing cylinder disposal shall be identified. All actions described must consider the established TDD requirements of the SOW.

### **E. Volume III, Written Management Proposal**

The following information shall be provided and will be evaluated to assess the proposed technical approach and associated technical risk in accordance with Section M, Evaluation Basis for Award. The management proposal shall address each of the following subfactors describing the offeror's proposed approach to performing the requirements set forth in the SOW and applicable Purchase Order Texts (POTs). For each subfactor, the offeror shall identify risks, if any; associated with the proposed approach and actions the offeror will take to mitigate the

identified risks. If no risks/mitigations are identified in the offeror's proposal, it indicates the offeror does not consider there to be any risk associated with their proposed approach.

#### Factor 2: Management

Subfactor 1: Inventory Management will address the process of EDI order processing from receipt of government order to complete fulfillment to include all inventory under control of the contractor. All actions described must consider the established TDD requirements of the SOW. Describe the contract delivery order tracking system. The description of actions will provide detail on the specific packaging, repackaging, marking, and shipment information. Specific detail for all of the various forms of transportation that will be employed to support shipments for this contract. Provide details that identify and correct misdirected shipments. Provide detail of action plan for addressing customer complaints. Identify the specific differences in support for domestic versus overseas shipments Describe the east coast and west coast hub locations that will facilitate the returns of GFP for OCONUS locations. Support for the approved Government property management plan that addresses control of VMI and ensures that it will remain in the same condition code as when it was received.

Subfactor 2: Risk Management addresses a comprehensive approach to the total program addressing all aspects of the supply chain. The risk management must address all issues associated with subcontractor management, item shipping and handling, ensuring compliance to TDD standards, and managing the specific hazardous material characteristics for these products. In addition, supply shortages and excess, IT failure and security, non-conforming/defective material and warranty provisions and raw material shortages (e.g R-134a and helium) shall be addressed. Realistic management of mitigation factors for all identified risks must be addressed including but not limited to: asset accounting (both GFP and VMI), price storage and preservation of Government owned assets, physical security for GFP and VMI locations, force majeure events etc.

Subfactor 3: Transition Plan provides all elements of transition from contract award through Initial Operational Capability (IOC) to Full Operational Capability (FOC). Specific dates and times of actions must be identified for each step of the plan. Describe how the GFP cylinder pool will be established to meet the transition requirement including where they will be located and the approximate number or percentage per location. The transition plan must identify specific government actions that may be required to support implementation. Any actions that will cause a delay and impact the successful FOC must be clearly identified.

Subfactor 4: Customer Service shall address how the offeror will provide customer service that enables the customers to query the status of requisitions, request cylinder pick-ups/returns and request expedited delivery as described in the SOW. Customer Service shall also address how the offeror will ensure the availability of cylinders will keep product availability at levels to meet demand.

#### **F. Volume IV, MSDS/SDS & HWL**

Compressed Gases and Cylinders

SPE4A6-15-R-0340

Offerors will provide with proposal all MSDS/SDS and HWL labels for all products identified in SOW Attachment 1.

### **G. Volume V - Past Performance**

(1) The offeror shall submit Present and Past Performance Information for itself and any joint venture member, as well as each proposed critical subcontractor in accordance with the format contained in the “FACTS Sheet” (See RFP Attachment 2) and the following paragraphs. A critical subcontractor is defined as an entity (subcontractor and/or teaming contractor), other than the offeror itself that will provide support for technical compliance which represents a significant out-sourced capability, HAZMAT testing capability, source of packaging/repackaging, or warehouse or storage facilities.

(2) a. The requested present and past performance information shall be provided in a separate volume (i.e., 3-ring binder) labeled "**Volume V – Past Performance**". A summary page shall be provided describing the proposed role of the offeror and critical subcontractor (nature of work and percentage of overall work). Material sources of supply are not considered critical subcontractors. Summary page information must clearly communicate that proposed critical subcontractor(s) meet the definition of a critical subcontractor established above. Efforts submitted for proposed critical subcontractors not meeting the established definition may not be evaluated. Each offeror/critical subcontractor shall complete a separate FACTS Sheet for each active or completed contract (with preferably at least one year of performance history) in the past three (3) years that the offeror/critical subcontractor considers relevant in demonstrating its ability to perform the proposed effort. Past performance for the offeror and the critical subcontractors should be submitted as follows:

**Offeror:** A total of four (4) contracts shall be submitted for consideration. It is recommended that the contracts should include at least two (2) with experience showing HAZMAT handling and item support for items which may include items within the FSCs associated with this effort. Contracts may be either Government or commercial contracts.

**Critical Subcontractor:** A total of two (2) contracts (for each identified critical subcontractor) shall be submitted for consideration. It is recommended that the contracts should include at least one (1) with experience showing similar experience specific to the type of expertise provided by the critical subcontractor. Contracts may be either Government or commercial contracts.

b. If the contract you are submitting is an ordering type contractual vehicle (e.g., an Indefinite Delivery “D” type contract per FAR 16.5), only after issuance of a delivery/task order does performance occur. Given this, an individual order (or orders) under the basic ordering contract shall be submitted in lieu of just the basic ordering contract itself. Basic ordering contracts will not be evaluated as stand-alone contracts without quantification and clarification of the scope and the magnitude of the contract. If an ordering contract is being submitted for evaluation, which have numerous delivery orders (which cannot be evaluated individually), you must provide an executive summary of the magnitude of the work performed on the contract, including performance metrics, dollar values, delivery standards, and other information that shall

allow an overall past performance evaluation. Information submitted in this format shall be considered collectively one contract. If the individual order is such a magnitude that it supports one contract for past performance the submitted order shall be considered a separate effort.

For all submittals, the performance on efforts identified shall be restricted to those completed or ongoing during the past three (3) years from the issuance date of this RFP. The offeror's/critical subcontractor's present and past performance information may include data on efforts performed by other predecessor companies, affiliates, other divisions or corporate management if such was provided for evaluation and if the offeror's past performance volume demonstrates the company, affiliate, or division will provide the offeror with resources for the instant proposed effort, such as workforce, management, facilities, or other capabilities demonstrating direct and meaningful involvement in the performance of the instant proposed effort. The FACTS Sheets shall clearly indicate the division or corporate organization that performed or is presently performing the contract. Contracts listed may include those with the Federal Government, state and local Governments or their agencies, and commercial customers.

c. Offerors or critical subcontractors that are newly formed entities (in existence less than three (3) years from the issuance date of this solicitation) who either have no prior contracts or do not possess relevant corporate past performance, but have key personnel with relevant past performance while employed by another company, may demonstrate the performance of such key personnel by submitting FACTS Sheets for four (4) of their most recent and relevant contracts under which such key personnel performed the same role currently being proposed on the instant acquisition and demonstrate this performance occurred during the past three (3) years from the issuance date of this solicitation. Note however, that the quality of the key personnel's performance under the submitted contract must be able to be verified by the Past Performance Team in order to be considered in the assessment of confidence. Any such key personnel must already be employed by the offeror /joint venture member, or in the case of a critical subcontractor, must already be employed by the critical subcontractor. In addition to the FACTS Sheets for each entity as required above, the offeror must submit a consent letter executed by each of its proposed critical subcontractors authorizing release of adverse past performance information to the prime offeror to allow the prime offeror an opportunity to respond. A sample Subcontractor/Teaming Partner Consent Form is attached to this RFP (see RFP Attachment 3). The consent form should be completed by the critical subcontractors identified in the proposal. The completed consent forms should be submitted as part of the Past Performance Volume.

(3) The offeror/critical subcontractor, if applicable, shall focus its FACTS Sheet responses to clearly correlate present and past performance with the requirements of this RFP. The FACTS Sheet responses must clearly describe the relevance of the effort to the work proposed. The answering space on the FACTS Sheet may be expanded so that the filled-in FACTS Sheet for each relevant contract covers no more than both sides of three (3) 8 ½" x 11" pages. Provide the most current information for the Points of Contact (POCs) identified on the FACTS Sheets.

(4) If problems were encountered during the performance of the identified contracts, provide evidence of the ability to isolate the root causes of problems and include in the FACTS Sheet a description of programs or actions taken to resolve those causes. Problems not addressed

Compressed Gases and Cylinders

SPE4A6-15-R-0340

in the FACTS Sheet, but found by the Government during the evaluation of the information in this volume, will be assumed to still exist. Note: In the case of Contractor Performance Assessment Report System (CPARS), if your input has already been provided and the rationale/circumstances have not changed, DO NOT repeat them here.

(5) The Present/Past Performance Questionnaire (see RFP Attachment 4) will be one means used by the Government to obtain present/past performance information. The Government reserves the right to change, alter, and/or supplement the questionnaire without further notice. The offeror shall send out – and track the completion of - the Present/Past Performance Questionnaires to each of the offeror's joint venture members and/or critical subcontractors' (i.e., each entity's) POCs identified in each FACTS Sheet. The responsibility to send out – and track the completion of the Present/Past Performance Questionnaires rests solely with the offeror - i.e., it **shall not be delegated** to any other entity. The Transmittal Letter (see RFP Attachment 5) shall be used by the offeror in sending out the Present/Past Performance Questionnaires. The offeror shall exert its best efforts to ensure that at least two POCs per relevant contract submit a completed Present/Past Performance Questionnaire **directly to the Government not later than the date established for receipt of proposals**. POCs may submit their completed Present/Past Performance Questionnaire either electronically or by mail. If sending electronically, follow the procedures outlined in the first paragraph under Communications on page 2, and email to: marie.harrison@dla.mil.

If mailing, mail directly to:

DLA Aviation - FAJA  
ATTN: Marie Harrison  
8000 Jefferson Davis Highway  
Richmond, VA 23297  
Reference: RFP SPE4A6-15-R-0340

If mailing, the outside envelope must be marked as follows:

NOTE: TO BE OPENED BY ADDRESSEE ONLY

The completed questionnaires should be contained in a second envelope marked with the mailing address and the following legend:

SOURCE SELECTION INFORMATION - See FAR 2.101 and 3.104  
FOR OFFICIAL USE ONLY

Once the Present/Past Performance Questionnaires are completed by the POCs, the information contained therein shall be considered source selection sensitive and shall not be released to the offeror. Therefore, any exchange/contact between the offeror/joint venture member and/or critical subcontractor and its own POCs in regards to comments made on the questionnaire is not permitted. Questionnaires shall be sent to and best efforts made to ensure completion and submission directly back to the Government from at least two of the following (in descending order of availability):

(a) Procuring Contracting Officer/Contract Negotiator or equivalent

- (b) Program/Project Manager, or equivalent
- (c) Administrative Contracting Officer/Contract Administrator or equivalent
- (d) Project Engineer

(6) In the event that commercial contracts are presented as present/past performance sources of information, a Client Authorization Letter shall be issued to those commercial POCs requesting/authorizing them to complete a Present/Past Performance Questionnaire. A sample Client Authorization Letter is attached to this RFP (see RFP Attachment 6). The offeror is required to send the Client Authorization Letter(s) with the Present/Past Performance Questionnaire(s) to each POC on commercial contracts. A separate copy of Client Authorization Letter(s) for each commercial contract shall be included in the offeror's Present/Past Performance submission for the Government's use in case additional questionnaires need to be sent by the Government after RFP closing.

(7) The Government may conduct follow-up discussions with any of the people identified in the FACTS Sheets or in the offeror's Present/Past Performance Volume. The Government may obtain other information by sending out additional questionnaires and/or through other sources.

(8) RFP Attachments 2 and 4 (FACTS Sheet and Present/Past Performance Questionnaire) must include the following legend at the top and bottom of the page:

(9) If the Government does not receive the required Past Performance Questionnaires, the offerors proposal may be rejected as technically unacceptable.

SOURCE SELECTION INFORMATION - See FAR 2.101 and 3.104  
FOR OFFICIAL USE ONLY

## H. Volume V, Cost/Price

Volume V shall be clearly marked as "COST/PRICE PROPOSAL" and all information relating to cost/price must be included in this section. Each offeror must submit the number of hard copies found in section L.A. REMINDER: DO NOT DELETE LINES.

- a) Material Unit Prices: Fixed material prices are established and are subject to an Economic Price Adjustment (EPA) pursuant to DLAD 52.216-9030 on a quarterly basis. Material costs will be paid to the vendor by DLA per delivery order against the Contract Line Item Number (CLIN) associated with the NSN ordered.
  - FSC 6830 - Propose a fixed unit price for the first quarter after contract award for each NSN identified in the RFP and listed in Schedule B1, approximately 144 NSNs. Prices proposed should be proposed based on the POTs for all NSNs.
  - FSC 8120 – Propose a fixed unit price for cylinders and associated parts for the base year for each NSN identified in the RFP and listed in Schedule B1, approximately 173 NSNs.
  - First Article Testing (FAT) – Propose a fixed unit price for the applicable FAT requirements.

NOTE: Proposed prices for gases, cylinders and associated parts will apply to orders issued the first quarter after contract award and will be adjusted quarterly using the indices specified in the Economic Price Adjustment (EPA) provision of the contract. FAT pricing is not subject to EPA

- b) Supply Chain Support: Fixed Pricing is established for the level of performance to support demands over a 10-year ordering period, to include a 5-year base ordering period, and one 5-year option period. All service fees will be paid out monthly against the referenced CLIN on the delivery order.
- Cylinder Refurbishment and Disposal:
    - i. Propose a fixed unit price for each item identified in Schedule B15 (refurbishment and disposal costs of the used cylinders).
    - ii. Fixed unit prices should be based on average costs of refurbishment or disposal of all cylinders. However, if there are specific cylinders whose cost is much higher, offerors may propose separate pricing for those specific items and they will be considered when supporting documentation (including invoices/quotes) is provided.
    - iii. Propose an escalation rate for annual adjustment of refurbishment prices.
    - iv. Propose an escalation rate for annual adjustment of the disposal price.
  - Transition Fee:
    - i. Propose a dollar amount for the first year of the contract to cover transition and implementation costs.
  - Management Fee:
    - i. Propose a dollar amount for each year of the contract to cover fixed costs including overhead, general and administrative costs, and profit. The proposed costs must be supported by documentation including bills, invoices and other related cost documents. This fee is applicable throughout the entire contract term.
  - Throughput Fee:
    - i. Propose a single percentage to cover costs that vary with the volume of business to include transportation and warehousing costs. The fee will be computed as follows and will be added to the EPA adjusted unit price per NSN. This fee is applicable throughout the entire life of the contract

(End of Section L)

**Present/Past Performance "FACTS Sheet"**

**(TO BE COMPLETED BY OFFEROR)**

Request the offeror complete a separate FACTS Sheet for each relevant contract. See Section L of this RFP for detailed instructions and limits on number and relevancy of contracts. Offeror is requested to provide frank, concise comments regarding present/past performance on the program identified in B. below.

- A. OFFEROR: (Including: (1) Name (Company/Division), (2) Address: (3) CAGE Code)
- B. PROGRAM TITLE and CONTRACT NUMBER:
- C. NAME OF CONTRACTING ACTIVITY OR CUSTOMER:
- D. CONTRACT TYPE(s) – Please list all that apply (firm fixed price, time & materials, etc.)
- E. CONTRACT \$ VALUE:
1. Original contract \$ value and current \$ value:
  2. Estimated value at completion and primary causes of changes:
  3. If Award Fee Contract, what percentages of the fee have been awarded in each of last 3 years?
- F. BRIEF DESCRIPTION OF EFFORT AS: \_\_\_\_\_ PRIME \_\_\_\_\_ SUBCONTRACTOR

1. As a part of this narrative description, highlight portions considered most relevant to the current acquisition; addressing how and to what extent the proposed effort relates to the program identified in B. above. To supplement the data provided in response to this paragraph, complete the following regarding relevancy of the effort identified in paragraph B to the proposed effort. This is limited to two pages beyond the page limitation of the FACTS sheet information.

Category	Fill-in for the Effort Identified in para. B above (Offeror completes)
Performed commercial or government logistics or supply chain management contracts that have supported processing individual transactions	
Hazardous materials handling	
Performed to packaging or repackaging requirements	
Supported multiple transportation modes to include those bound for overseas final delivery	
Compliance with federal, state, and local regulations including hazardous or regulated	

materials	
Experience in handling/supporting both of the FSCs included in this contract	
Experience managing and maintaining a diverse vendor base	
Performance of refurbishment transactions	

2. This paragraph shall also include details to support the offeror's record for on time delivery and cost control for this effort identified in paragraph B. above.

3. Discuss your compliance with FAR 52.219-8, Utilization of Small Business Concerns. That is, under this effort, did you carry out the policy of the United States in the awarding of subcontracts to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns to the fullest extent consistent with efficient contract performance? This is applicable to all offerors.

G. PERIOD OF PERFORMANCE:

1. Date of Award:
2. Original Schedule and Current Schedule:
3. How many times changed and primary causes of changes:

H. PRIMARY POINTS OF CONTACT: (The offeror is responsible for exerting its best efforts to ensure that current information is provided for all individuals.)

Name and Office Symbol	Phone Number	FAX Number
1.		
2.		
3.		

I. If the offeror or critical subcontractor (if applicable) is a newly formed entity who either has no prior contracts or does not possess relevant corporate past performance, but does have key personnel with relevant past performance while employed by another company, specify by name, such key individual(s) who will participate in the proposed effort under this acquisition who also participated in the program identified in B. above, and indicate their contract role. Describe how participation of these key personnel contributed to the success of the previous effort and how this indicates probability of success on the proposed effort.

J. Use this space to address any aspect about this program considered unique. Describe quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product/service required.

K. Summarize contract issues relative to the number and severity of quality deficiencies recorded/contract discrepancy reports issued, cure notices, show cause letters, termination for default or cause, disputes, claims, latent defects; and, corrective actions taken for the contract listed in paragraph B. above.

L. Additionally, for those efforts where the offeror is cognizant of unfavorable and/or marginal past performance ratings/reports previously assessed by customers or clients, but feel that significant progress has been made but not yet credited or formally documented, provide the program name, contract number, customer location and a narrative explaining "fixes" made to date, or any other information regarding the unfavorable/marginal assessment. This narrative portion is limited to one (1) additional page beyond the FACTS sheet required page limitation. It is not presumed that the offeror's performance has been perfect. Rather, the proposal should contain evidence of the offeror's ability to

isolate the root causes of problems and should describe programs or actions taken to resolve those causes. Demonstrated corrective actions (not just planned or promised), and the overall work record will be considered. Problems not addressed by the offeror, but found by the Government during the evaluation of the information in this volume, will be assumed to still exist. **Note:** In the case of Contractor Performance Assessment Report System (CPARS), if your input has already been provided and the rationale/circumstances have not changed, DO NOT repeat them here.

M. Was this contract effort (as identified in paragraph B. above) submitted as a past performance source of data for a previous DLA procurement. Yes \_\_\_ No \_\_\_\_\_. If yes, identify the buyer and/or contracting officer, their phone number and office symbol and solicitation number of the procurement for which this effort was submitted.

**PLEASE NOTE: The Government is not bound by the offeror's opinion of relevancy. The Government will perform an independent assessment of relevancy of the data provided or obtained.**

SOURCE SELECTION INFORMATION - See FAR 2.101 and 3.104  
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RFP # SPE4A615R0340  
ATTACHMENT # 3

**NOTE TO OFFERORS:** Past performance information concerning critical subcontractors and/or joint venture partners cannot be disclosed to a private party without the critical subcontractor's or joint venture partner's consent. Because a prime contractor is a private party, the Government will need that consent before disclosing critical subcontractor/joint venture partner past and present performance information to the prime during exchanges. In an effort to assist the Government's Past Performance Team in assessing your past performance relevancy and confidence, we request that **the following consent form be completed by the critical subcontractors/joint venture partners identified in your proposal.** The completed consent forms should be submitted as part of your Past Performance Volume.

FOR OFFICIAL USE ONLY

**CRITICAL SUBCONTRACTOR/JOINT VENTURE PARTNER CONSENT FORM FOR THE RELEASE OF PAST AND PRESENT PERFORMANCE INFORMATION TO THE PRIME CONTRACTOR**

Dear Marie Harrison

We are currently participating as a (critical subcontractor/joint venture partner) with (prime contractor or name of entity providing proposal) in responding to the Defense Logistics Agency Aviation (DLA Aviation) request for Proposal SPE4A615R0340 for the Compressed Gases and Cylinder Program.

We understand that the Government is placing increased emphasis on past performance in order to obtain best value in source selections. In order to facilitate the performance confidence assessment process we are signing this consent form to allow you to discuss our past and present performance information with the prime contractor during the source selection process.

\_\_\_\_\_

\_\_\_\_\_

(Signature and Title of individual who has the authority to sign for and legally bind the company)

Company Name:

Address:

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## PRESENT/PAST PERFORMANCE QUESTIONNAIRE – RFP SPE4A615R0340

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PLEASE PROVIDE THE FOLLOWING INFORMATION ABOUT YOURSELF:

Name/Signature and Role Relative to Contract (e.g. Buyer, Program Manager): \_\_\_\_\_

Agency or Business: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

FAX No. \_\_\_\_\_

Return your completed questionnaire either electronically, or by mail.

NOTICE: WHEN COMPLETED, THIS QUESTIONNAIRE WILL BE CONSIDERED SENSITIVE AND SHALL NOT BE RELEASED TO THE OFFEROR.

### PART I. SPECIFIC PROGRAM INFORMATION.

Contractor/Business: \_\_\_\_\_

CAGE Code: \_\_\_\_\_

Program Title and Brief Description:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Role in the Program/Work Performed As:     Prime     Subcontractor     Vendor/Supplier

Contract Number: \_\_\_\_\_    Number of Years?:    Basic: \_\_\_\_\_    Option: \_\_\_\_\_

Contract Type(s): List all applicable contract types, i.e. Firm-Fixed-Price, Time & Materials, Cost, etc. \_\_\_\_\_

### PART II. GENERAL PROGRAM INFORMATION.

Period of Performance:

1. Original Schedule (assuming all options exercised): Beginning Date \_\_\_\_\_ through \_\_\_\_\_

2. Current Schedule (assuming all options exercised): Beginning Date \_\_\_\_\_ through \_\_\_\_\_

3. Reason for difference (if applicable) \_\_\_\_\_

## PRESENT/PAST PERFORMANCE QUESTIONNAIRE – RFP SPE4A615R0340

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Contract Dollar Value:

1. Original MAX Contract \$ Value (assuming all options are exercised): \_\_\_\_\_
2. Current MAX \$ Value (assuming all options exercised): \_\_\_\_\_

3. Primary Causes of Changes: \_\_\_\_\_

NOTE: In Part III, should your response be other than “satisfactory,” please provide supporting documentation in “Additional Remarks” on page 3.

### PART III.PERFORMANCE ASSESSMENTS.

Please check the appropriate rating for each of the following questions (see definitions on page 4):

U= Unknown Confidence    NC= No Confidence    LC=Limited Confidence    SC= Satisfactory Confidence    SU C= Substantial Confidence

	U	NC	LC	SC	SU C
1. Extent to which Company’s products and/or services met the specification /performance requirements:					
2. Quality of completed product and/or service:					
3. Overall management of subcontracting efforts:					
4. Adequate Number of Dedicated Resources For Your Program:					
5. Timely recognition and notification of administrative, engineering, production, problems affecting the program:					
6. Company performed independently without significant customer direction/oversight?					
7. Monitoring of Program Schedules and Critical Milestones:					
8. Completed Work on Time:					
9. Company demonstrated positive responsiveness to unscheduled requirements or contract changes:					
10. Overall management of costs:					
11. Extent to which Company managed hazardous materials handling, packaging or repackaging requirements:					
12. Extent to which Company maintained compliance with the applicable federal, state, and local requirements:					

13. Has action been initiated to cancel or terminate the contract for default? If yes, explain.

\_\_\_\_\_

\_\_\_\_\_

14. Have there been any disputes/claims relative to the contract? If yes, explain.

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### SOURCE SELECTION INFORMATION

SEE FAR 2.101 AND 3.104 FOR OFFICIAL USE ONLY

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**PRESENT/PAST PERFORMANCE QUESTIONNAIRE – RFP SPE4A615R0340**

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15. Describe the contractor's or company's strong and/or weak points identified as a result of technical performance and any technical performance risk identified during the life of the contract.

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16. If given a choice, would you award to this contractor again? If not, please explain.

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17. Do you feel you "got what you paid for" ? Please explain.

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18. Additional Remarks.

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## PRESENT/PAST PERFORMANCE QUESTIONNAIRE – RFP SPE4A615R0340

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## PRESENT/PAST PERFORMANCE QUESTIONNAIRE – RFP SPE4A615R0340

### ASSESSMENT RATING SYSTEM

<b>Performance Confidence Assessments</b>	
Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

NOTICE TO QUESTIONNAIRE RESPONDENTS: **Please do not include this page when returning the completed questionnaire.**

**Transmittal Letter for Government Sources to Accompany Present/Past Performance  
Questionnaire**

**[TO BE COMPLETED BY OFFEROR]**

SOURCE SELECTION INFORMATION - See FAR 2.101 and 3.104  
FOR OFFICIAL USE ONLY

MEMORANDUM FOR: [OFFEROR'S POC]

FROM: [OFFEROR'S ADDRESS AND POINT OF CONTACT]

SUBJECT: Present/Past Performance Questionnaire for Contract(s)

1. We are currently responding to the DLA Request For Proposal (RFP) *SPE4A615R0340* for the procurement of the *Compressed Gases and Cylinder Program*. This RFP is being conducted as a Tradeoff and specifically requires that we, as an offeror, do the following:

The offeror shall send out and track the completion of the Present/Past Performance Questionnaire to each of the offeror's teaming partner's Points of Contact (POCs). The responsibility to send out and track the completion of the Present/Past Performance Questionnaires rests solely with the offeror - i.e., it shall not be delegated to any subcontractors, teaming contractors, and/or joint venture partners. The completed Present/Past Performance Questionnaire shall be submitted **directly to the Government by June, 28 2015**. Each of the offeror's POCs shall **mail** its completed Present/Past Performance Questionnaire directly to:

DLA Aviation  
ATTN: Marie Harrison  
DLA A – FAJA

8000 Jefferson Davis Hwy  
Richmond, Va. 23297

The outside envelope must be marked as follows:

NOTE: TO BE OPENED BY ADDRESSEE ONLY  
SOURCE SELECTION INFORMATION - See FAR 2.101 and 3.104 FOR OFFICIAL USE ONLY

Or email to: Stephen.Lunsford@dla.mil

2. We have identified subject contract(s) as relevant to this acquisition and you as our POC. As such, please take a few moments of your time to fill out the attached questionnaire and send it directly back to DLA. The information contained in the completed Present/Past Performance Questionnaires is considered sensitive and cannot be released to us, the offeror. If you have any questions about the acquisition or the attached questionnaire, your questions must be directed back to the Government's points of contact identified above. Thank you for your timely assistance.

Sincerely,

[OFFEROR'S POINT OF CONTACT]

Present/Past Performance Questionnaire  
[Client Authorization Letter(s), if applicable]

SOURCE SELECTION INFORMATION - See FAR 2.101 and 3.104  
FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY

**Client Authorization Letter  
(TO BE ACCOMPLISHED BY  
OFFEROR)**

Dear (Client):

We are currently responding to the Defense Logistics Agency Aviation (DLA Aviation), Request For Proposal (RFP) SPE4A615R0340 for the procurement of the Compressed Gases and Cylinder Program.

As you know past performance has become an element of increased emphasis in DLAs acquisitions. They are requesting that clients of companies who submit proposals in response to their RFP for the Compressed Gases and Cylinders Program be contacted, and that their participation in the validation process be requested. We, therefore, respectfully request and hereby authorize you to complete the attached Questionnaire with regards to work we have performed for you, and submit it either electronically, by fax or by mail. If sending electronically, the following applies:

Exchanges of source selection information between government and questionnaire respondents will be controlled by the Contracting Officer. Email may be used to transmit such information only if the email can be sent and encrypted, and must include "Source Selection Information – See FAR 2.101 and 3.104" in the subject line of the email. In order to facilitate the sending and receiving of encrypted emails, a questionnaire respondent must use MS Outlook email configured to support encryption, or, a different email product that is S/MIME compatible and configured to support encryption. If you intend to submit your completed questionnaire via an encrypted email, you will need to contact the Buyer/Contracting Officer indicated below, prior to that first submittal, in order to exchange certificates used for encryption. To ensure the process is working correctly, send a test encrypted message first (without including any source selection information). Email to: *Marie.Harrison@dla.mil*.

If mailing, the outside envelope must be marked as follows:

**NOTE: TO BE OPENED BY ADDRESSEE ONLY**

The completed questionnaire should be contained in a second envelope marked with the mailing address and the following legend:

**SOURCE SELECTION INFORMATION - See FAR 2.101 and 3.104  
FOR OFFICIAL USE ONLY**

Mail directly to:

DLA Aviation  
ATTN: Marie Harrison  
DLA A - FAJA  
8000 Jefferson Davis Hwy  
Richmond, VA 23297

Reference: RFP: SPE4A615R0340

We, therefore, respectfully request and hereby authorize you to verbally discuss the attached Questionnaire when contacted via telephone by the Government with regards to work we have performed for you.

We have identified (*NAME*) of your organization as the point of contact based on their knowledge concerning our work. Your cooperation in this matter is appreciated. Any questions may be directed to: *NAME, PHONE NUMBER, FAX NUMBER FOR THE OFFEROR'S POINT OF CONTACT*

Sincerely,

FOR OFFICIAL USE ONLY

## SECTION M – Evaluation Procedures

### EVALUATION BASIS FOR AWARD

#### 1. Basis for Contract Award.

This acquisition will utilize the Tradeoff source selection procedures in accordance with FAR 15.3 as supplemented by the DoD Source Selection Procedures referenced in DFARS 215.300, and DLAD 15.300-90 to make an integrated assessment for a Tradeoff award decision. The Government intends to award one contract as a result of this solicitation. In using the Tradeoff approach, the Government seeks to award to the offeror who gives the Government the greatest confidence that it will best meet or exceed the requirements affordably in a way that will be advantageous to the Government. This may result in an award to a higher rated, higher priced offeror where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) reasonably determines that the technical superiority and/or overall business approach and/or superior past and present performance of the higher priced offeror outweighs the cost difference. To arrive at a best value decision, the SSA will integrate the source selection team's evaluations of the factors and subfactors described in this provision. While the Government will strive for maximum objectivity, the tradeoff process, by its nature, is subjective; therefore, professional judgment is implicit throughout the selection process. Award will be made to the responsible offeror whose proposal conforms to all solicitation requirements, such as terms and conditions, representations and certifications, technical requirements, and also provides the best value to the Government based on the results of the evaluation described in paragraph 2 below. Contract terms and conditions consistent with customary commercial practices are specified in the solicitation/contract, with otherwise tailored terms and conditions specified in the Addendum to the solicitation/contract.

The Government reserves the right to conduct discussions if determined necessary but intends to award without discussions. Any discussions will be conducted in accordance with FAR 15.306.

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, with the concurrence of the Source Selection Authority, 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.

#### 2. Factors and Subfactors and Relative Importance.

**A. A detailed and complete analysis of each offeror's proposal will be performed. The Government's evaluation will be based on the following factors and subfactors:**

Factor I. Technical

Subfactor: Quality Assurance

Subfactor: Product Management

Subfactor: Refurbishment and Disposal

Factor II. Management

Subfactor: Inventory Management

Subfactor: Risk Management

Subfactor: Transition Plan

Subfactor: Customer Service

Factor III. Past Performance

**Each offeror’s proposal will be evaluated and the Government will make a determination of the relevancy and confidence level using the scales in Tables 1 and 2 as replicated below. While the Government will strive for maximum objectivity, the Tradeoff process, by its nature, is subjective; therefore, professional judgment is implicit throughout the selection process. The offerors that provide the best value to the Government are based on the results of the evaluation criteria described in the paragraph below.**

Factor IV. Cost/Price

**B. Relative Importance of Each Factor and Subfactor. Among the evaluation factors considered in the tradeoff decision, technical/management, which includes the technical/management rating and technical/management risk rating, is the most important followed by past performance, and then cost/price. Technical/management, which includes technical/management rating and technical/management risk rating, past performance, when combined are significantly more important than cost or price.**

**3. Proposal Evaluation. The evaluation process will be accomplished as follows:**

**A. Technical and Management Factors**

Each offeror’s technical and management proposals shall be evaluated based on the subfactors below, to determine if the offeror provides a sound, compliant approach that meets the requirements of the SOW and POTs, and demonstrates a thorough knowledge and understanding of those requirements and their associated risks. The technical proposal addresses each of the following subfactors in sufficient detail. For each subfactor, the offeror identifies risks, if any, associated with the proposed approach and actions the offeror will take to mitigate the identified risks. If no risks/mitigations are identified in the offeror’s proposal, it indicates the offeror does not consider there to be any risk associated with their proposed approach.

**Factor 1: Technical**

Subfactor 1: Quality Assurance: An acceptable approach must identify the actions employed to ensure compliance with product quality and control standards in the SOW. Describe in detail how shelf life management will be managed and maintained. Provide effective measures for HAZMAT handling and procedures that demonstrate compliance with federal, state, and local laws and regulations; and procedures that are tailored to support these commodities.

## SECTION M – EVALUATION FACTORS

Compressed Gases and Cylinders

SPE4A6-15-R-0340

**Subfactor 2: Product Management:** An acceptable approach demonstrates the ability to support the Government's technical documents in the form of POTs. An acceptable approach will demonstrate compliance with special testing, reporting and certification requirements. An acceptable approach demonstrates the ability to manage the Government Furnished Property (GFP) cylinder pool and address the process for cylinder retesting and re-certification. Offeror must demonstrate a capability to identify additional or new sources to include quality testing and reporting technical documentation to the government to support proposed product changes. Explain the process for preparing products for shipment and the compliance with the applicable federal, state, and local requirements. Identify the plan and actions that will be taken to address product deficiencies/discrepancies.

**Subfactor 3: Refurbishment and Disposal:** An acceptable approach will identify the offeror's location(s) where cylinder refurbishment and cylinder disposal will be performed. In addition, an acceptable approach will contain a detailed plan that explains the rate and process of turnover for cylinder refurbishment. In addition it will identify the proposed processes for cylinder refurbishment and cylinder disposal.

### **Factor 2: Management**

**Subfactor 1: Inventory Management:** An acceptable plan will describe an effective process and controls from receipt of a government order to delivery. The plan must include all elements necessary and the times associated with meeting the government's TDD requirements per the SOW. The plan must address the hub locations for GFP returns from OCONUS locations. It must also address how VMI will remain in the same condition code as it was received. Additionally, the plan will identify the support for the identified FSL locations.

**Subfactor 2: Risk Management:** An acceptable risk management plan will identify and address specific risks that may impact this program and its successful implementation and long-term management. The plan must demonstrate the ability to identify specific quantitative and qualitative risks and effective mitigation strategies that demonstrate the clear ability to ensure uninterrupted performance at the required level of product support. The plan must also provide detail regarding subcontractor and vendor management that encompasses the entire population of items within SOW Attachment 1 included herewith.

**Subfactor 3: Transition plan:** An acceptable transition plan must identify all actions required for successful implementation of this contract in accordance with the SOW. The transition plan must provide dates after receipt of award, significant actions, identify actions that may require Government support, and completion of all actions with a specific date for the beginning of acceptance of orders from the Government. An acceptable implementation plan will include how the GFP cylinder pool will be established.

**Subfactor 4: Customer Service:** An acceptable customer service plan will identify the means by which customer service is to include but not limited to how cylinder pick-up and returns will be handled to include appropriate access to military installations for deliveries. An acceptable customer service plan shall also address how the offeror will ensure the availability of cylinders will keep product availability at levels to meet demand without interruption.

**1. Technical and Management Ratings.** The technical and management ratings evaluate the quality of the offeror’s technical and management solution for meeting the Government’s requirement. Each Technical and Management subfactor identified above will receive one of the color ratings described in the DoD Source Selection Procedures excerpted below, which focuses on the strengths and deficiencies of the offeror’s proposal. The color rating depicts how well the offeror’s proposal meets the Technical and Management subfactor requirements. Subfactor ratings shall be rolled up into an overall color rating for the Technical and Management factor. In arriving at a best value decision, the Government reserves the right to give positive consideration for performance in excess of threshold requirements, up to the objective requirements. No further positive considerations will be given for performance in excess of the objective requirements.

TECHNICAL and MANAGEMENT RATINGS		
Color	Rating	Description
Blue	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. The proposal contains multiple <u>strengths</u> and no deficiencies.
Purple	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains at least one <u>strength</u> and no deficiencies.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Proposal has no strengths or deficiencies.
Yellow	Marginal	Proposal does not clearly meet requirements, and has not demonstrated an adequate approach and understanding of the requirements.
Red	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies and is unawardable.

**2. Technical Risk and Management Risk Ratings.** Technical risk and Management Risk, which is manifested by the identification of weaknesses, assesses the degree to which an offeror’s proposed approach for the requirements of the solicitation may cause disruption of schedule, increased costs, degraded performance, the need for increased government oversight, and the likelihood of unsuccessful contract performance. The evaluation shall address the Source Selection Team’s identification of any weakness as well as the offeror’s identified risks and proposed mitigation (if applicable) and document why that is or is not manageable. Each Technical and Management subfactor will receive one of the Technical Risk and Management Risk ratings described in the DoD Source Selection Procedures, excerpted below. Subfactor Risk ratings shall be rolled up into an overall Risk rating for each Technical and Management factor.

<b>TECHNICAL RISK and MANAGEMENT RISK RATINGS</b>	
<b>Rating</b>	<b>Description</b>
Low	Has little potential to cause disruption of schedule or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Can potentially cause disruption of schedule or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Is likely to cause significant disruption of schedule or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

**B. Past Performance Factor**

The past performance assessment will assess the confidence in the offeror’s/joint venture member’s ability (which includes, if applicable, the extent of its critical subcontractors’ involvement) to successfully accomplish the proposed effort based on the offeror’s demonstrated present and past work record. A critical subcontractor is defined as any subcontractor providing support for technical compliance which represents a significant out-sourced capability, HAZMAT testing capability, source of packaging / repackaging, or warehouse or storage facilities. Material sources of supply are not considered critical subcontractors. The Government will evaluate the offeror’s/the critical subcontractors’ demonstrated record of contract compliance in supplying products and services that meet users’ needs, including cost and schedule. The recency and relevancy of the information, the source of the information, context of the data and general trends in the contractor’s performance will be considered. More recent and more relevant performance usually has a greater impact in the confidence assessment than less recent and less relevant performance. For purposes of this evaluation, recency is defined as active or completed efforts performed within the past three (3) years from the issuance date of this solicitation. The Government will perform an independent determination of relevancy of the data provided or obtained. A relevancy determination will be made for each of the recent four (4) submitted contracts. The Government is not bound by the offeror’s opinion of relevancy. The following relevancy criteria apply and will be assigned to each effort identified in the offeror’s Volume 5 of its proposal:

**Very Relevant** – Has performed commercial or government logistics or supply chain management contracts that have supported processing individual transactions in excess of 500 per month; includes hazardous materials handling, packaging or repackaging requirements; supports multiple transportation modes to include those bound for overseas final delivery; compliance with federal, state, and local regulations including hazardous or regulated materials; has experience in handling/supporting both of the FSCs included in this contract; experience managing and maintaining a diverse vendor base; and an excess of 250 refurbishment transactions per month.

## SECTION M – EVALUATION FACTORS

Compressed Gases and Cylinders

SPE4A6-15-R-0340

**Relevant** – Has performed commercial or government logistics or supply chain management contracts that have supported processing individual transactions in excess of 400 per month; packaging or repackaging requirements; supports multiple transportation modes; compliance with federal, state, and local regulations including hazardous or regulated materials; has experience in handling / supporting both of the FSCs included in this contract; experience managing and maintaining a diverse vendor base; and an excess of 100 refurbishment transactions per month.

**Somewhat Relevant** - Has performed commercial or government logistics or supply chain management contracts that have supported processing individual transactions in excess of 200 per month; supports multiple transportation modes; compliance with federal, state, and local regulations including hazardous or regulated materials; has experience in handling / supporting both of the FSCs included in this contract; experience managing and maintaining a diverse vendor base; and an excess of 50 refurbishment transactions per month.

**Not Relevant:** Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

**NOTE:** Scope and magnitude of effort and complexities in the above definitions not only includes the technical features and characteristics identified for each effort, but also the logistical and programmatic considerations including but not limited to quantity produced, length of effort, dollar values, type and complexity of products supported. When assigning a relevancy rating to a contract effort, the Government will consider the technical complexities, and the programmatic/logistical scope and magnitude of effort as separate aspects. If both of these aspects are not reflected in the submitted contract effort, the overall relevancy rating assigned to that contract will be affected. For example, if the submitted contract meets essentially the same technical complexities, but involves only some of the programmatic/logistical scope and magnitude of effort, a lesser relevancy rating will be assigned.

In assessing present and past performance, the Government will employ several approaches, including, but not limited to:

1. The Past Performance Team evaluation is not limited to review of the information provided in the offeror's Present/Past Performance volume. Present/Past performance information shall be obtained from the Government's Federal Awardee Performance and Integrity Information System (FAPIIS) and the Past Performance Information Retrieval System (PPIRS). The Government reserves the right to use performance information from other sources such as Defense Contract Management Agency (DCMA), Fee Determining Officials, or commercial sources. Data from previous source selections may be used if the data is recent and relevant.
2. Offerors/critical subcontractors shall be given an opportunity to address adverse past performance information if the offeror, or critical subcontractor has not had a previous opportunity to respond to the information. Recent contracts will be examined to ensure that corrective measures have been implemented. The confidence assessment will consider issues including but not limited to the number and severity of the problems, the appropriateness and/or effectiveness of any corrective actions taken (not just planned or promised), and the

SECTION M – EVALUATION FACTORS

Compressed Gases and Cylinders

SPE4A6-15-R-0340

overall work record. Prompt corrective action in isolated instances may not outweigh overall negative trends.

3. For offerors/critical subcontractors that are newly formed entities (in existence less than three (3) years from the issuance date of this solicitation) who either have no prior contracts or do not possess relevant corporate past performance, but have key personnel with relevant past performance while employed by another company, the quality of such key personnel's performance as verified by the Past Performance Team will be considered if the submitted contract involves the key personnel performing the same role currently being proposed on the instant acquisition and this performance occurred during the past three (3) years from the issuance date of this solicitation. The Government will take into account past performance information regarding predecessor companies, affiliates, other divisions, or corporate management if such was provided for evaluation and if the offeror's past performance volume demonstrates the company, affiliate, or division will provide the offeror with resources for the instant proposed effort, such as workforce, management, facilities, or other capabilities demonstrating direct and meaningful involvement in the performance of the proposed instant effort.

4. The Government shall consider an offeror's/critical subcontractor's contracts in the aggregate should the present and past performance lend itself to this approach. That is, an offeror's four (4) contracts may by definition represent only a rating less than very relevant when each contract is considered as a stand-alone effort. However, when these contracts are performed concurrently (in part or in whole) and are assessed in the aggregate, the work may reflect greater magnitude of complexities and/or magnitude of effort and such may be reflected in the confidence assessment. A critical subcontractor's two (2) contracts may by definition represent only a rating less than very relevant when each contract is considered as a stand-alone effort. However, when these contracts are performed concurrently (in part or in whole) and are assessed in the aggregate, the work may reflect greater magnitude of complexities and/or magnitude of effort and such may be reflected in the confidence assessment. The Government may consider a critical subcontractor's submitted contracts in the aggregate in this same manner if their submitted efforts were performed concurrently (in part or in whole). Then considering the offeror's/critical subcontractor's respective role and their work in aggregate as well as the critical subcontractor(s) role and their work in aggregate, a confidence assessment rating will be assigned for the team as a whole.

As a result of the recency, relevancy and quality assessments of the contracts evaluated, one confidence assessment rating as described in the DoD Source Selection Procedures will be assigned to the Past Performance factor. The performance confidence assessment ratings are excerpted below.

<b><u>Rating</u></b>	<b><u>Definition</u></b>
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.

SECTION M – EVALUATION FACTORS

Compressed Gases and Cylinders

SPE4A6-15-R-0340

Satisfactory Confidence

Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.

Limited Confidence

Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.

No Confidence

Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

Unknown Confidence

No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

Offerors without a record of past performance or for whom information is so sparse that no confidence assessment rating can be reasonably assigned will not be evaluated favorably or unfavorably on past performance and, as a result, will receive an "Unknown Confidence" rating. A strong record of relevant past performance may be considered more advantageous to the Government than an "Unknown Confidence" rating.

**C. Cost/Price Factor** The offeror's Cost/Price proposal will be evaluated for Reasonableness, Balance, and Total Evaluated Price (TEP). TEP will be calculated in accordance with the following:

- **Reasonableness.** Adequate price competition is expected to support the determination of reasonableness. Price analysis techniques may be utilized to further validate price reasonableness. If adequate price competition is not obtained or if price reasonableness cannot be determined using price analysis of Government obtained information, additional cost data IAW FAR 15.4 will be required to support the proposed price.
- **Balance.** Unbalanced pricing is discussed in FAR 15.404-1(g). Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or underestimated as indicated by the application of analysis techniques. The Government shall analyze offers to determine whether unbalanced separately priced line items or sub-line items exist. Prices submitted will be compared and evaluated to assure a logical progression exists as related to price. Offers that are determined to be unbalanced may be rejected if the lack of balance poses an unacceptable risk to the Government.

## SECTION M – EVALUATION FACTORS

Compressed Gases and Cylinders

SPE4A6-15-R-0340

- **Total Evaluated Price.** A TEP will be calculated for evaluation purposes only and used to assist in determining the best value to the Government. The TEP will be evaluated as follows:
  - Proposals shall be evaluated, for award purposes. Based upon the total price proposed for items identified for pricing which are applicable to the basic requirements and other price-related issues. The TEP shall include all costs associated with providing the final items to the Government. The TEP will be calculated as the sum of the following:
    - All items to be priced in SOW Attachment 1 of the RFP, at the quantities stated. The total material price will be evaluated by multiplying proposed price times estimated annual demand times 9, to account for the transition period. The years will be totaled to arrive at a 10-year material contract value.
    - Management Fee and Throughput Fee will be evaluated by adding the fee offered for each year to arrive at a ten-year value.
    - Cylinder refurbishment will be evaluated by multiplying EAD times the estimated refurbishment break-down times the proposed priced.
    - Transition fee will be added to the evaluated Management Fee, Throughput Fee, and Cylinder refurbishment fee to arrive at a 10-year total service fee.
    - Offerors are advised that the evaluation of item prices shall not obligate the Government to award each item.

(End of Section M)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 3 OF 47 PAGES
--------------------	--	--------------------

**SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS**

**52.214-9001 SCHEDULE - FIRM FIXED PRICE AND FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT (EPA) (NOV 2011) DLAD**

For the following items, the base unit price (before any economic price adjustment (EPA)), is comprised of two portions:

- (1) a portion subject to adjustment under the EPA clause of this contract, plus  
(2) the (remaining) firm fixed price portion (for which separate pricing is permitted for option periods) pursuant to the clause of this contract entitled, "OPTION TO EXTEND THE TERM OF THE CONTRACT – SEPARATE FIRM FIXED PRICE & FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT PORTIONS".

**CLIN**

<b>Firm fixed priced portion</b>	\$ _____
<b>Portion subject to EPA</b>	+ _____
<b>Total base period unit price (sum of two)</b>	\$ _____

(End of provision)

**SECTION D - PACKAGING AND MARKING**

**252.211-7006 RADIO FREQUENCY IDENTIFICATION (SEP 2011) DFARS**

\*\*\*\*

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

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

(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, 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

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 4 OF 47 PAGES
--------------------	--	--------------------

(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](http://www.acq.osd.mil/log/rfid/tag_data.htm). If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

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

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

(End of clause)

**52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY-STANDARD (MIL-STD) 129P (APR 2014) DLAD**

**52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY STANDARD (MIL-STD) 129P (NOV 2011), ALT I (AUG 2005) DLAD**

**52.211-9013 SHIPPER'S DECLARATION OF DANGEROUS GOODS (APR 2014) DLAD**

**52.211-9031 MARKING REQUIREMENTS FOR HIGH AND LOW PRESSURE CYLINDERS (NOV 2011) DLAD**

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

**52.211-9053 EXPEDITED HANDLING SHIPMENTS (NOV 2011) DLAD**

**52.211-9094 PREPARATION FOR DELIVERY (NOV 2012) DLAD**

**52.211-9095 PALLETIZATION OF SHIPMENTS (SEP 2012) DLAD**

**52.223-9003 MARKING DANGEROUS OR HAZARDOUS MATERIALS (NOV 2011) DLAD**

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

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

#### **SECTION E - INSPECTION AND ACCEPTANCE**

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

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

**The offeror represents that the P/N requested in the solicitation has been changed from**

**CAGE \_\_\_\_\_,**

**P/N \_\_\_\_\_ to**

**P/N \_\_\_\_\_**

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

\_\_\_\_\_

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**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 5 OF 47 PAGES
--------------------	--	--------------------

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

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

**52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999) FAR**

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

	Title	Number	Date	Tailoring
<input type="checkbox"/>				

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

**52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR**

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

**52.246-9003 MEASURING AND TEST EQUIPMENT (JAN 2014) DLAD**

**52.246-9004 PRODUCT VERIFICATION TESTING (MAR 2014) DLAD**

**52.246-9005 NOTE TO CONTRACTOR FOR INSPECTION AIR LAUNCH AND RECOVERY EQUIPMENT (ALRE) (NOV 2011) DLAD**

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

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

(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:**

\_\_\_\_\_  
**Commercial and Government Entity (CAGE) Code:**

\_\_\_\_\_  
**Street:**

\_\_\_\_\_  
**City/State/Zip:**

\_\_\_\_\_  
**Applicable to contract line-item(s) (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):**

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 6 OF 47 PAGES
--------------------	--	--------------------

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

**52.246-9020 DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORT (APR 2008) DLAD**

**SECTION F - DELIVERIES OR PERFORMANCE**

**52.211-11 LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000) FAR**

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$ per calendar day of delay [ Contracting Officer insert amount].

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

\*\*\*\*

(b) The permissible variation shall be limited to:

0 Percent increase

0 Percent decrease

This increase or decrease shall apply to 1 .

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

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

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

**52.211-9037 TIME OF DELIVERY -DVD (NOV 2011) DLAD**

(a) For any delivery order which specifies a priority of 1 to 3 and has a delivery location within the continental U.S. (CONUS), the contractor shall be required to ship and deliver the order quantities so as to ensure receipt at the delivery destination(s) within days after date of order for FOB DESTN and/or within days after date of order for FOB ORIGIN.

(b) For any delivery order which specifies a priority of 1 to 3 and has a delivery location outside the continental U.S. (OCONUS) the contractor shall be required to ship and deliver the order quantities so as to ensure receipt at the delivery destination(s) within days after date of order for FOB DESTN and/or within days after date of order for FOB ORIGIN.

(c) For any delivery order which specifies a priority of 4 to 15, has a delivery location within CONUS, an RDD of 444, 555, 777 N\*\*, E\*\* or a Julian Date within 8 days of date of order the contractor shall be required to ship and deliver the order quantities so as to ensure receipt at the delivery destination(s) within days after date of order for FOB DESTN and/or within days after date of order for FOB ORIGIN.

(d) For any delivery order which specifies a priority of 4 to 15, has a delivery location OCONUS, an RDD of 44 4, 555, 777 N\*\*, E\*\* or a Julian Date within 8 days of date of order the contractor shall be required to ship and deliver the order quantities so as to ensure receipt at the delivery destination(s) within days after date of order for FOB DESTN and/or within days after date of order for FOB ORIGIN.

(e) For all other delivery orders which specify a priority of 4 to 15 and have a delivery location within CONUS, the contractor shall be required to ship and deliver the order quantities so as to ensure receipt at the delivery destination(s) within days after date of order for FOB DESTN and/or within days after date of order for FOB ORIGIN.

(f) For all other delivery orders which specify a priority of 4 to 15 and have a delivery location OCONUS, the contractor shall be required to ship and deliver the order quantities so as to ensure receipt at the delivery destination(s) within days after date of order for FOB DESTN and/or within days after date of order for FOB ORIGIN.

(g) SHIPMENTS TO STOCK LOCATIONS:

For any delivery order which specifies delivery to a DLA/DoD stock location, the contractor shall be required to ship and deliver the order quantities so as to ensure receipt at the delivery destination(s) within days after d ate of order for FOB DESTN and/or within days after date of order for FOB ORIGIN.

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 7 OF 47 PAGES
--------------------	--	--------------------

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**(i) OFFEROR'S PROPOSED SCHEDULE**

Offerors proposing to meet the Government's required delivery schedule, as shown above, need not enter anything in the "Offeror's Proposed Schedule" section.

For priority 1-3 items with destinations within CONUS, **delivery shall be within \_\_\_\_\_ days** after date of order for FOB DESTN **and/or within \_\_\_\_\_ days** after date of order for FOB ORIGIN.

For priority 1-3 items with destinations outside CONUS, **delivery shall be within \_\_\_\_\_ days** after date of order for FOB DESTN **and/or within \_\_\_\_\_ days** after date of order for FOB ORIGIN.

For priority 4-15, destination within CONUS, an RDD of 444, 555, 777 N\*\*, E\*\* or a Julian Date within 8 days of date of order, **delivery shall be within \_\_\_\_\_ days** after date of order for FOB DESTN **and/or within \_\_\_\_\_ days** after date of order for FOB ORIGIN.

For priority 4-15, destination outside CONUS, an RDD of 444, 555, 777 N\*\*, E\*\* or a Julian Date within 8 days of date of order, **delivery shall be within \_\_\_\_\_ days** after date of order for FOB DESTN **and/or within \_\_\_\_\_ days** after date of order for FOB ORIGIN.

For priority 4 to 15 (all others), destination within CONUS, **delivery shall be within \_\_\_\_\_ days** after date of order for FOB DESTN **and/or within \_\_\_\_\_ days** after date of order for FOB ORIGIN.

For priority 4 to 15 (all others), destination outside CONUS, **delivery shall be within \_\_\_\_\_ days** after date of order for FOB DESTN **and/or within \_\_\_\_\_ days** after date of order for FOB ORIGIN.

For shipments to DLA/DoD stock locations, **delivery shall be within \_\_\_\_\_ days** after date of order for FOB DESTN **and/or within \_\_\_\_\_ days** after date of order for FOB ORIGIN.

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**52.211-9051 TIME OF DELIVERY (NOV 2011) DLAD**

(a) Offers in response to this solicitation will be evaluated as specified in the solicitation. Delivery shall be offered in terms of a number of days after date of award. The number of delivery days REQUIRED in this solicitation is calculated based on the Government's planned need and customer requirements. Unless delivery is identified elsewhere in the solicitation as an evaluation factor, Offerors are encouraged to conform their delivery terms as closely as possible to the delivery days REQUIRED, and there will be no evaluation preference, or penalty for faster delivery. Offering a greater number of delivery days than the REQUIRED DELIVERY SCHEDULE may result in the offer not being considered, however the Government reserves the right to consider offered delivery times that EXCEED the number of delivery days required by the Government. Delivery is REQUIRED by the Government in accordance with the following schedule:

**REQUIRED DELIVERY SCHEDULE**

ITEM NO.	QUANTITY	WITHIN NO. DAYS AFTER DATE OF AWARD

The Government may elect to consider for award only those offers that comply with the REQUIRED DELIVERY SCHEDULE but reserves the right to consider offered delivery times that EXCEED the number of delivery days required by the Government. The Offeror may propose an alternative delivery schedule below. If the Offeror proposes no other delivery schedule, the REQUIRED DELIVERY SCHEDULE above will apply.

**OFFEROR'S PROPOSED DELIVERY SCHEDULE**

ITEM NO.	QUANTITY	WITHIN NO. DAYS AFTER DATE OF AWARD

\*\*\*\*

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

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

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 8 OF 47 PAGES
--------------------	--	--------------------

**52.247-48 F.O.B. DESTINATION - EVIDENCE OF SHIPMENT (FEB 1999) FAR**

**52.247-52 CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS (FEB 2006) FAR**

**52.247-55 F.O.B. POINT FOR DELIVERY OF GOVERNMENT FURNISHED PROPERTY (JUN 2003) FAR**

**52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984) FAR**

**52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (DEC 1989) FAR**

(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 (contract 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)

**52.247-9016 F.O.B. DESTINATION CONTRACTOR TRANSSHIPMENT (NOV 2011) DLAD**

**52.247-9029 SHIPPING INSTRUCTIONS (NOV 2011) DLAD**

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 9 OF 47 PAGES
--------------------	--	--------------------

**52.247-9031 MANUFACTURER'S LOADING PRACTICES (NOV 2011) DLAD****52.247-9038 SHIPPING INSTRUCTION FOR DLA DIRECT ACQUISITIONS (NOV 2011) DLAD****52.246-9011 LIQUEFIED PETROLEUM GASES QUALITY ASSURANCE (AUG 2007) DLAD****52.247-9058 FIRST DESTINATION TRANSPORTATION (FDT) PROGRAM - SHIPMENTS ORIGINATING FROM OUTSIDE THE CONTIGUOUS UNITED STATES (OCONUS) (JUL 2013) (DLAD)**

(a) Contiguous United States (CONUS) is defined as being in the 48 contiguous states and the District of Columbia.

(b) This acquisition is being conducted under the First Destination Transportation (FDT) Initiative. Delivery Terms are f.o.b. origin. Inspection and acceptance by the Government will occur at destination unless otherwise specified in the solicitation.

(c) For Offerors whose shipments will originate from outside CONUS (OCONUS), the Offeror's f.o.b. origin price shall include transportation to a CONUS location that the Offeror selects based on cost-effectiveness or other variables at the Offeror's discretion. This location shall be deemed the origin point for purposes of the f.o.b. origin terms and conditions of the solicitation/order/contract. The Offeror shall identify this CONUS location as the pick-up point in the Vendor Shipment Module (VSM) at <https://vsm.distribution.dla.mil>.

(End of Clause)

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****52.204-9001 ELECTRONIC ORDER TRANSMISSION (NOV 2011) DLAD**

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 ANSI X12 Standards through 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.

\*\*\*\*

**252.223-7001 HAZARD WARNING LABELS (DEC 1991) DFARS**

\*\*\*\*

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

MATERIAL (If None, Insert "None")	ACT

\*\*\*\*

**52.223-9004 FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT (FIFRA) (SEP 2008) DLAD**

\*\*\* \*

The contractor should indicate registration number(s) for the aforementioned chemicals in the space provided below:  
EPA Registration No.

**52.229-9002 TAX EXEMPTION FORMS (NOV 2011) DLAD****52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011) DLAD**

(a) The Contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The Contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 10 OF 47 PAGES
--------------------	--	---------------------

United States Code (U.S.C.) 45 et seq.) and the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq.), as well as other Federal or State laws and regulations promulgated pursuant thereto.

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

(End of Clause)

## SECTION I - CONTRACT CLAUSES

**52.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991) DFARS**

**52.201-9001 CONTRACTING OFFICER'S ORDERING REPRESENTATIVES UNDER THE CONTRACT (JAN 2013) DLAD**

\*\*\*\*

(e)  If checked, the following individuals are appointed Ordering Officers under this contract:

NAME:

TITLE:

**52.202-01 DEFINITIONS (NOV 2013) FAR**

**52.203-03 GRATUITIES (APR 1984) FAR**

**52.203-05 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR**

**52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) FAR**

**52.203-07 ANTI-KICKBACK PROCEDURES (MAY 2014) FAR**

**52.203-08 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**

**52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010) FAR**

**252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) 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**

**252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012) DFARS**

**252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (DEC 2012) DFARS**

\*\*\*\*

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from: .

[Contracting Officer shall insert the appropriate DHS contact information or website.]

\*\*\*\*

**52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR**

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 11 OF 47 PAGES
--------------------	--	---------------------

**52.204-09 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) FAR**

**52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013) FAR**

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

**252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013) DFARS**

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

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

**252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001) DFARS**

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

**52.204-9000 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (AUG 2014) DLAD**

**252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS**

**52.208-09 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (OCT 2008) FAR**

**52.209-01 QUALIFICATION REQUIREMENTS (FEB 1995) FAR**

(a) Definition. "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

<http://assist.daps.dla.mil/quicksearch/>

**(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.**

**Offeror's Name:** \_\_\_\_\_

**Manufacturer's Name:** \_\_\_\_\_

**Source's Name:** \_\_\_\_\_

**Item Name:** \_\_\_\_\_

**Service Identification:** \_\_\_\_\_

**Test Number:** \_\_\_\_\_

(to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 12 OF 47 PAGES
--------------------	--	---------------------

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.  
(End of clause)

**52.209-03 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (SEP 1989) FAR**

(a) The Contractor shall test unit(s) of Lot/Item as specified in this contract. At least 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 calendar days from the date of this contract to

[insert address of the Government activity to receive the report] marked "First Article Test Report: Contract No. , Lot/Item No. " Within 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.

\*\*\*\*\*

**52.209-03 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (SEP 1989), ALT I (JAN 1997) FAR**

**52.209-04 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (SEP 1989) FAR**

(a) The Contractor shall deliver unit(s) of Lot/Item within calendar days from the date of this contract to the Government at

for first article tests. 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 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.

\*\*\*\*

**52.209-04 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (SEP 1989), ALT I (JAN 1997) FAR**

**52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (AUG 2013) FAR**

**252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 2014) DFARS**

**252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011) DFARS**

\*\*\*\*

(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 control activity:

\*\*\*\*\*

**52.209-9013 COMPONENT QUALIFIED PRODUCTS LIST (QPL)/QUALIFIED MANUFACTURERS LIST (QML) (NOV 2011) DLAD**

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 13 OF 47 PAGES
--------------------	--	---------------------

**52.209-9017 FIRST ARTICLE – CONTRACTOR TESTING – ADDITIONAL REQUIREMENTS (JUL 2014) DLAD**

(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 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 First Article Test 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: \_\_\_\_\_ and 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:

(1) For awards issued by DLA Land and Maritime

DLA Land and Maritime FAT Monitor, BPI

Post Office (P. O.) box 3990

Columbus, Ohio 43218-3990

(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) 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;

(3) For awards issued by DLA Aviation:

DLA Aviation

ATTN: VGA, Product Assurance Office

8000 Jefferson Davis Highway

Richmond, Virginia 23297-5516

(4) For awards issued by Naval Surface Warfare Center, Carderock Division:

Commanding Officer

Naval Surface Warfare Center

Code 954, Building 77L,

Philadelphia Business Center, Carderock Division

Philadelphia, Pennsylvania 19112-5083

Telephone: (215) 897-1146

(5) For awards issued by Naval Sea Systems Command, Washington Navy Yard:

Commander

Naval Sea Systems Command, Sea 05M3

1333 ISAAC Hull Avenue, SE Stop 5160

Washington Navy Yard, District of Columbia (DC) 20376-5160

Telephone: (202) 781-3729

(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

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 14 OF 47 PAGES
--------------------	--	---------------------

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.  
(End of Clause)

**52.209-9018 FIRST ARTICLE – GOVERNMENT TEST – ADDITIONAL REQUIREMENTS (JUL 2014) DLAD**

(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:
    - (1) For awards issued by DLA Land and Maritime:  
DLA Land and Maritime  
FAT Monitor, BPI  
Post office (P. O.) box 3990  
Columbus, Ohio 43218-3990;
    - (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) 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;
    - (3) For awards issued by DLA Aviation:  
DLA Aviation  
ATTN: VGA, Product Assurance Office  
8000 Jefferson Davis Highway  
Richmond, Virginia 23297-5516
    - (4) For awards issued by Naval Surface Warfare Center, Carderock Division:  
Commanding Officer  
Naval Surface Warfare Center  
Code 954, Building 77L  
Philadelphia Business Center, Carderock Division  
Philadelphia, Pennsylvania 19112-5083  
Telephone: (215) 897-1146
    - (5) For awards issued by Naval Sea Systems Command, Washington Navy Yard:  
Commander  
Naval Sea Systems Command  
Sea 05M3, 1333 ISAAC Hull Avenue, SE Stop 5160  
Washington Navy Yard, District of Columbia (DC) 20376-5160  
Telephone: (202) 781-3729
- (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

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 15 OF 47 PAGES
--------------------	--	---------------------

- (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; DEFENSE LOGISTICS ACQUISITION DIRECTIVE
- (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. (End of Clause)

#### **52.209-9019 REQUESTS FOR WAIVER OF FIRST ARTICLE TESTING REQUIREMENTS (SEP 2008) DLAD**

(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(ies): \_\_\_\_\_

\*\*\*\*

ALTERNATIVE PRICES OFFERED IF FIRST ARTICLE TESTING REQUIREMENT IS WAIVED:

ITEM NUMBER: \_\_\_\_\_

PRICE: \_\_\_\_\_

#### **52.210-01 MARKET RESEARCH (APR 2011) FAR**

#### **52.211-05 MATERIAL REQUIREMENTS (AUG 2000) FAR**

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 16 OF 47 PAGES
--------------------	--	---------------------

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

\*\*\*\*

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

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

(Offeror insert information for each SPI process)

**SPI Process:**

\_\_\_\_\_

**Facility:**

\_\_\_\_\_

**Military or Federal Specification or Standard:**

\_\_\_\_\_

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

\_\_\_\_\_

\*\*\*\*

**252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012) DFARS**

**52.211-9000 GOVERNMENT SURPLUS MATERIAL (AUG 2014) DLAD**

\*\*\*\*

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

**Yes [ ] No [ ]**

The material conforms to the technical requirements cited in the solicitation (e.g., Commercial and Government Entity (CAGE) code and part number, specification, etc.).

**Yes [ ] No [ ]**

The material conforms to the revision letter/number, if any is cited.

**Yes [ ] No [ ] Unknown [ ]**

If no, the revision offered does not affect form, fit, function, or interface.

**Yes [ ] No [ ] Unknown [ ]**

The material was manufactured by:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(Name)**

**(Address)**

(2) The Offeror currently possesses the material. **Yes [ ] No [ ]**

If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source. **Yes [ ] No [ ]** If yes, provide the information below:

Government Selling Agency	Contract Number	Contract Date (Month, Year)

  

Other Source	Address	Date Acquired (Month, Year)

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 17 OF 47 PAGES
--------------------	--	---------------------


(3) The material has been altered or modified.

**Yes [ ] No [ ]**

If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. **Yes [ ] No [ ]**

If yes, (i) the price offered includes the cost of reconditioning/refurbishment.

**Yes [ ] No [ ]**; and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components.

**Yes [ ] No [ ]**

If yes, the price includes replacement of cure-dated components. **Yes [ ] No [ ]**

(5) The material has data plates attached. **Yes [ ] No [ ]**

If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. **Yes [ ] No [ ]**

(If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number	National Stock Number (NSN)	Commercial and Government Entity (Cage) Code

Part Number	Other Markings/Data

(7) The Offeror has supplied this same material (National Stock Number) to the Government before.

**Yes [ ] No [ ]**

If yes, (i) the material being offered is from the same original Government contract number as that provided previously.

**Yes [ ] No [ ]**; and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency	Contract Number

(8) The material is manufactured in accordance with a specification or drawing.

**Yes [ ] No [ ]**

If yes, (i) the specification/drawing is in the possession of the Offeror. **Yes [ ] No [ ]**;

and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer.

**Yes [ ] No [ ]**

Specitication/Drawing Number	Revision (if any)	Date

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects.

**Yes [ ] No [ ]**

If yes, (i) Material has been re-preserved. **Yes [ ] No [ ]**;

(ii) Material has been repackaged. **Yes [ ] No [ ]**;

(iii) Percentage of material that has been inspected is \_\_\_\_\_% and/or number of items inspected is \_\_\_\_\_; and (iv) a written report was prepared. **Yes [ ] No [ ]** If yes, the Offeror has attached it or forwarded it to the Contracting Officer. **Yes [ ] No [ ]**

(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED:  
SPE4A6-15-R-0340

PAGE 18 OF 47 PAGES

- For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DLA Distribution Services 1427, Notice of Award, Statement and Release Document.
- For DLA Distribution Services **Commercial Venture (CV) Sales**, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.
- For DLA Distribution Services **Recycling Control Point (RCP) term sales**, the statement of account or billing document.
- For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DLA Distribution Services Form 1427.
- When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. **Yes [ ] No [ ]**)
- When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government.

Describe and/or attach.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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- 52.211-9000 GOVERNMENT SURPLUS MATERIAL (NOV 2011), ALT I (AUG 2008) DLAD
- 52.211-9004 PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS (NOV 2011) DLAD
- 52.211-9005 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR CRITICAL SAFETY ITEMS (NOV 2011) DLAD
- 52.211-9006 CHANGES IN CONTRACTOR STATUS, ITEM ACQUIRED, AND/OR MANUFACTURING PROCESS/FACILITY -- CRITICAL SAFETY ITEMS (JUL 2002) DLAD
- 52.211-9007 WITHHOLDING OF MATERIEL REVIEW BOARD (MRB) AUTHORITY - CRITICAL SAFETY ITEMS (NOV 2011) DLAD
- 52.211-9012 OBSOLETE COMPONENTS/MATERIALS (NOV 2011) DLAD
- 52.211-9019 REDUCED DELIVERY SCHEDULE APPLIES WHEN FIRST ARTICLE TESTING REQUIREMENTS ARE WAIVED (SEP 2008) DLAD
- 52.211-9052 NOTIFICATION TO GOVERNMENT OF AND CONTEMPLATED PRODUCTION PHASE-OUT (NOV 2011) DLAD
- 52.211-9061 TIME OF DELIVERY (OVERLAPPING ORDERS) INDEFINITE DELIVERY CONTRACT (IDC) (APR 2014) DLAD

The Government requires delivery to be made according to the following schedule:

**REQUIRED DELIVERY SCHEDULE**

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(Any balance shall be delivered at the rate of every days thereafter.)

In the event of overlapping orders, the contractor is not required to deliver any more than in any day period.

**OFFEROR'S PROPOSED DELIVERY SCHEDULE**

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(Any balance shall be delivered at the rate of every days thereafter)

In the event of overlapping orders, the contractor is not required to deliver any more than in any day period.

(End of Clause)

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 19 OF 47 PAGES
--------------------	--	---------------------

**52.213-9009 FAST PAYMENT PROCEDURE (NOV 2011) DLAD**

**52.215-02 AUDIT AND RECORDS - NEGOTIATION (OCT 2010) FAR**

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

**52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) FAR**

**52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) FAR**

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

**52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) FAR**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

**52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010) FAR**

**252.215-7000 PRICING ADJUSTMENTS (DEC 2012) DFARS**

**252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2012) DFARS**

**52.215-9013 PRODUCTION FACILITY CHANGES (NOV 2011) DLAD**

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

**52.216-02 ECONOMIC PRICE ADJUSTMENT - STANDARD SUPPLIES (JAN 1997) FAR**

(a) The Contractor warrants that the **unit price stated in the Schedule for** \_\_\_\_\_ [offeror insert Schedule line item number] is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that—

(1) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and

(2) Is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective—

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 20 OF 47 PAGES
--------------------	--	---------------------

- (i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or
- (ii) If the written request is received later, on the date the Contracting Officer receives the request.
- (3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.
- (4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.
- (5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.
- (d) During the time allowed for the cancellation provided for in paragraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.
- (End of clause)

#### **52.216-19 ORDER LIMITATIONS (OCT 1995) FAR**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than , 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 ;
  - (2) Any order for a combination of items in excess of ; or
  - (3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in paragraph (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 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.
- (End of clause)

#### **52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR**

- (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
- (End of clause)

#### **52.216-23 EXECUTION AND COMMENCEMENT OF WORK (APR 1984) FAR**

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than . Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

(End of clause)

#### **252.216-7006 ORDERING (MAY 2011) DFARS**

- (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 through *[insert dates]*.

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**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 21 OF 47 PAGES
--------------------	--	---------------------

**52.216-9006 ADDITION/DELETION OF ITEMS (AUG 2005) DLAD**

**52.216-9017 SINGLE OR MULTIPLE AWARDS (NOV 2011) DLAD**

**52.216-9022 PLACEMENT OF TASK/DELIVERY ORDERS AGAINST MULTIPLE INDEFINITE DELIVERY CONTRACTS (NOV 2011) DLAD**

\*\*\*\*

(2) The criteria used for evaluating offers for task/delivery orders under this contract are price, past performance, and delivery. Price is of importance than (to) the other factors combined. Past performance will include performance on orders previously placed under the contract and may include performance under other contracts. In evaluating performance under previous orders, consideration will be given to delivery, quality of supplies furnished, and success in implementing any socioeconomic support programs (small business, Defense Logistics Agency (DLA) Mentoring Business Agreement, Ability One) which may be applicable to the contract.

\*\*\*\*

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

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

\*\*\*\*

(b) (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):

\*\*\*\*

(c) The 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.

\*\*\*\*

(d) UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT. The Contractor agrees that the aggregate of the increases in any contract unit price under this clause shall not exceed % (percent) of the original base unit price, except as provided hereafter.

\*\*\*\*

(f) (2) No retroactive equitable adjustment shall be made under this clause unless the total change in the contract amount is \$ (\$500.00 unless otherwise stated) or more for the applicable adjustment period. Total change in the contract amount is applied at the contract level.

\*\*\*\*

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

**52.217-02 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997) FAR**

**52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) FAR**

(a) The Government may extend the term of this contract by written notice to the Contractor within [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days [60 days unless a different number of days is inserted] 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 (months) (years).  
(End of clause)

**52.217-9001 OPTION TO EXTEND THE TERM OF THE CONTRACT - SEPARATE FIRM FIXED PRICE AND FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT (EPA) PORTIONS (NOV 2011) DLAD**

(a) The Government may extend the term of this contract by written notice to the contractor no later than days prior to the expiration of the contract; provided, that the Government shall give the contractor a preliminary written notice of its intent to extend at least 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 provision. Each exercise of this option, if any, will extend the term of this contract by . The total duration of this contract, including the exercise of any options under this clause, shall not exceed .

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**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 22 OF 47 PAGES
--------------------	--	---------------------

**52.217-9004 REOPENER CLAUSE - COST OF SPECIFIED DIRECT MATERIALS/OTHER DIRECT COST ITEM (NOV 2011)  
DLAD**

(a) At the time the price for this contract was established, the amount of costs anticipated in the performance of this contract could not be established with any reasonable certainty, due to

[Note 3].

(b) To achieve an award in the face of this uncertainty, it was agreed that:

(1) The contract prices for the contract line item numbers (CLINs) designated in (4) below were based in part on

[Note 4].

(2) The direct cost shown in (1) above was used in determining the amounts identified in (4) below attributable to this contingency, which were included in the contract prices for such CLINs, and which amounts serve as the basis for any price adjustments under this clause.

(3) Within 30 days from [Note 5], the Contractor shall submit, using SF form 1411, its calculations of the revised CLIN prices identified in (4) below,

(4) Pending such submission, the following contingent amounts for direct costs plus associated indirect costs and profit for the item identified in paragraph (a) were incorporated into the contract unit prices at time of award (basic and any options) for this item:

CLIN #	Amount for Item in CLIN Unit Prices	
	\$	[Note 6]
	\$	[Note 6]
	\$	[Note 6]

(c) The Contractor warrants that the CLIN unit prices do not include any other allowance applicable to the cost of the item except as stated in subparagraph (b)(4) above.

(d) Subject to any restrictions of this clause, the price of this contract is subject to adjustment, calculated as exemplified below, at any time during contract performance that the weighted average unit price the Contractor will pay/has paid for the total amount of the item required in the performance of this contract differs from the amount identified in subparagraph (b)(1) above:

(1) Assume:

Weighted average item price/unit included in contract award prices (basic + any options) = \$1.450000

Actual average item price/unit = \$1.305000

Item total amount in CLIN 0001A = \$0.200000

Item total amount in CLIN 0001B = \$0.210000

(2) Calculate actual item unit price reduction:

(\$1.450000/\$1.305000) = \$0.145000

(3) Calculate percent reduction:

(\$0.145000/\$1.450000) = 10.000000%

(4) Calculate reduction in CLIN unit prices:

CLIN 0001A (10.000000% x \$0.200000) = \$0.020000

CLIN 0001B (10.000000% x \$0.210000) = \$0.021000

Note: Numbers in all calculations and results shall be rounded off (if 4 or less) or up (if 5 or more) after the sixth decimal place as shown above.

(e) The Contractor shall obtain the Contracting Officer's approval in writing prior to the award on other than a competitive basis of any subcontract or purchase order for any portion of the contract requirements for the item, based on its submission to the Contracting Officer of:

(1) Cost or pricing data (Federal Acquisition Regulation (FAR) 15.401), and a Certificate of Current Cost or Pricing Data (FAR 15.406-2) submitted by the prospective Subcontractor and Contractor, unless excepted pursuant to FAR 15.403-1.

(2) The Contractor's analysis of the Subcontractor's proposal,

(3) A memorandum detailing the principal elements, considerations, and results of negotiations of a tentative price with the prospective Subcontractor,

(4) A request for approval of the planned subcontract award.

(f) Promptly upon initial placement and any subsequent revision of subcontracts/purchase orders for the item requirements of this contract, the Contractor shall furnish a copy of such documents to the Contracting Officer, along with its calculation of any initial (downward only) or subsequent (upward or downward) price adjustment required by this clause and any other data required by the Contracting Officer to verify the item cost.

(g) Any initial price adjustment (downward only) is subject to further adjustment (upward or downward) pursuant to paragraph (f) in the event of changes in the total weighted average price actually paid by the Contractor for the quantity of the item required in the performance of this contract, except that in no event shall a weighted average item unit cost exceeding that cited in paragraph (a) be utilized in adjustments pursuant to this clause.

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 23 OF 47 PAGES
--------------------	--	---------------------

(h) Promptly upon contract completion, the Contractor shall furnish the Contracting Officer a copy of vendor invoices covering the total amount of the item utilized in the performance of this contract, any contract price recalculation required by this clause, and any other data required by the Contracting Officer to verify the final weighted average actual item cost under this contract.

(i) Should the Contractor fail to submit any information required by this clause or if there is no agreement on any adjustment hereunder, the Contracting Officer may make a unilateral determination and modify the contract accordingly. Failure to agree with such change in the contract price shall be resolved in accordance with the Disputes clause of this contract.

(j) The Contractor shall include a statement on the final invoice that all price reductions required by this clause are reflected in the cumulative amount invoiced under this contract.

(End of Clause)

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

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

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

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

**52.219-06 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) FAR**

**52.219-06 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011), ALT I (NOV 2011) FAR**

**52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014) FAR**

**52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011) FAR**

**52.219-28 POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013) FAR**

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(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

**The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code assigned to contract number .**

**[Contractor to sign and date and insert authorized signer's name and title]:**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

(End of clause)

**52.222-01 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) FAR**

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

**52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (OCT 2010) FAR**

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

**52.222-26 EQUAL OPPORTUNITY (MAR 2007) FAR**

**52.222-26 EQUAL OPPORTUNITY (MAR 2007), ALT I (FEB 1999) FAR**

As prescribed in 22.810(e), add the following as a preamble to the clause:

Notice: The following terms of this clause are waived for this contract:

[Contracting Officer shall list terms].

**52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014) FAR**

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 24 OF 47 PAGES
--------------------	--	---------------------

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

**52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUL 2014) FAR**

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

**52.222-50 COMBATting TRAFFICKING IN PERSONS (FEB 2009) FAR**

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

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

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

\*\*\*\*

**52.223-06 DRUG-FREE WORKPLACE (MAY 2001) FAR**

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

**252.223-7004 DRUG-FREE WORK FORCE (SEP 1988) DFARS**

**252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 2012) DFARS**

**252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 2012), ALT I (NOV 1995) DFARS**

**252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) DFARS**

**52.223-9000 MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (NOV 2011) DLAD**

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

**252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (DEC 2012) DFARS**

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

**252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA - SUBMISSION AFTER AWARD (OCT 2010) DFARS**

**252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (JUN 2005) DFARS**

**252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (OCT 2010) DFARS**

**252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013) DFARS**

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

"Component" means any item supplied to the Government as part of an end product or of another component.

"End product" means supplies delivered under a line item of this contract.

"Qualifying country" means a country with a reciprocal defense procurement

memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

**CONTINUED ON NEXT PAGE**

Australia  
Austria  
Belgium  
Canada  
Czech Republic  
Denmark  
Egypt  
Finland  
France  
Germany  
Greece  
Israel  
Italy  
Luxembourg  
Netherlands  
Norway  
Poland  
Portugal  
Spain  
Sweden  
Switzerland  
Turkey  
United Kingdom of Great Britain and Northern Ireland.

“Structural component of a tent”—

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

(ii) Does not include equipment such as heating, cooling, or lighting.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3)

(i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 26 OF 47 PAGES
--------------------	--	---------------------

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply—

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool—

(i) Is not more than 10 percent of the total price of the end product; and

(ii) Does not exceed the simplified acquisition threshold in FAR Part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if—

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)

(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract—

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

**252.225-7013 DUTY-FREE ENTRY (OCT 2013) DFARS**

**252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003) DFARS**

\*\*\*\*

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, or Thailand, and for sales to the Venezuelan Air Force\*, contingent fees in any amount.

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 27 OF 47 PAGES
--------------------	--	---------------------

\*When first digit of the Transportation Control Number (TCN) is B,D, P, K, or T, this solicitation/contract is for a Foreign Military Sale (FMS). The second and third digits of the TCN identify sales to particular countries, as specified below.

AT - Australia  
 TW - Taiwan  
 EG - Egypt  
 GR - Greece  
 IS - Israel  
 JA - Japan  
 JO - Jordan  
 KS - Republic of Korea  
 KU - Kuwait  
 PK - Pakistan  
 PI - Philippines  
 SR or SI - Saudi Arabia  
 TK - Turkey  
 TH - Thailand  
 VE - Venezuela

When the first digit of the Supplementary Address (SUPP ADD) is D, this solicitation/contract is for the foreign country's Air Force. (This SUPADD info is only needed to identify sales to Venezuelan Air Force). The TCN and SUPP ADD are in Section F Additional Delivery Information for each line item.

**252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003) DFARS**

**252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) DFARS**

**52.227-01 AUTHORIZATION AND CONSENT (DEC 2007) FAR**

**52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) FAR**

**52.227-03 PATENT INDEMNITY (APR 1984) FAR**

**52.229-03 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) FAR**

**52.229-06 TAXES-FOREIGN FIXED-PRICE CONTRACTS (FEB 2013) FAR**

**52.229-9000 KENTUCKY SALES AND USE TAX EXEMPTION (DEC 1984) DLAD**

Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption . No amounts for this tax should be included in bids/offers.  
 (End of clause)

**252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS**

**52.232-01 PAYMENTS (APR 1984) FAR**

**52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR**

**52.232-11 EXTRAS (APR 1984) FAR**

**52.232-17 INTEREST (MAY 2014) FAR**

**52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR**

**52.232-25 PROMPT PAYMENT (JUL 2013) FAR**

**52.232-25 PROMPT PAYMENT (OCT 2008), ALT I (FEB 2002) FAR**

**52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (JUL 2013) FAR**

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 28 OF 47 PAGES
--------------------	--	---------------------

52.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

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

52.233-01 DISPUTES (MAY 2014) FAR

52.233-03 PROTEST AFTER AWARD (AUG 1996) FAR

52.233-03 PROTEST AFTER AWARD (AUG 1996), ALT I (JUN 1985) FAR

52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR

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

\*\*\*\*

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

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

52.242-13 BANKRUPTCY (JUL 1995) FAR

52.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS

52.243-7002 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 certify 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)

\_\_\_\_\_  
(Title)

52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2014) FAR

52.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JUN 2013) DFARS

52.245-01 GOVERNMENT PROPERTY (APR 2012) FAR

52.245-01 GOVERNMENT PROPERTY (APR 2012), ALT I (APR 2012) FAR

52.245-09 USE AND CHARGES (APR 2012) FAR

52.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012) DFARS

52.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012) DFARS

52.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012) DFARS

52.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (APR 2012) DFARS

52.245-9026 SPECIAL INSTRUCTIONS FOR COMPRESSED GAS REQUIREMENTS (INCLUDE FSCS 6830 AND 8120) (NOV 2011) DLAD

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003) FAR

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CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 29 OF 47 PAGES
--------------------	--	---------------------

## (b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for [Contracting Officer shall state specific period of time after delivery, or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time]—

\*\*\* \*

## (c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within [Contracting Officer shall insert specific period of time; e.g., "45 days of the last delivery under this contract," or "45 days after discovery of the defect"].

\*\*\* \*

**52.246-23 LIMITATION OF LIABILITY (FEB 1997) FAR****252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) DFARS****52.246-9043 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (NON-MANUFACTURERS) (NOV 2011) DLAD****52.246-9054 WARRANTY ACCEPTANCE OF SUPPLIES (NOV 2011) DLAD****52.246-9056 WARRANTY PERIOD FOR OVERSEAS SHIPMENTS (SEP 2008) DLAD****52.246-9066 DOCUMENTATION OF TRACEABILITY (JAN 2009) DLAD****52.246-9095 QUALITY ASSURANCE PROVISION FOR APPROVED GOVERNMENT SURPLUS MATERIAL AND QUALITY ASSURANCE (NOV 2012) DLAD****52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) FAR**

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to—

[To be filled in by Contracting Officer]

(End of clause)

**52.247-68 REPORT OF SHIPMENT (RESHIP) (FEB 2006) FAR****252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014) DFARS****52.247-9059 F.O.B. Origin, Government Arranged Transportation (OCT 2013) DLAD****52.248-01 VALUE ENGINEERING (OCT 2010) FAR**

\*\*\*\*

(3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:  
CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS (Figures in percent)

Contract Type : \_\_\_\_\_

Incentive (Voluntary) : \_\_\_\_\_

Program Requirement (Mandatory) : \_\_\_\_\_

Instant Contract Rate

Concurrent and Future Contract Rate : \_\_\_\_\_

Instant Contract Rate : \_\_\_\_\_

Concurrent and Future Contract Rate : \_\_\_\_\_

\*\*\*\*

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 30 OF 47 PAGES
--------------------	--	---------------------

These data, furnished under the Value Engineering clause of contract \_\_\_\_\_, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause .

\*\*\*\*

**52.248-9001 EXEMPTION FROM VALUE ENGINEERING (SEP 2008) DLAD**

**52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR**

**52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR**

**52.249-9000 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (MAY 1988) DLAD**

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

**52.251-01 GOVERNMENT SUPPLY SOURCES (APR 2012) FAR**

**252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012) DFARS**

**52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR**

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

**52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR**

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

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

**52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR**

**252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS**

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

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

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

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

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

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

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

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 31 OF 47 PAGES
--------------------	--	---------------------

- (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)

#### **52.217-9012 WARSTOPPER PROGRAM MATERIAL BUFFER AVAILABILITY (MAY 2013) DLAD**

(a) General. The Warstopper Program Material Buffer ("Buffer") was created to decrease lead times for defense contracts relating to military systems with a wartime requirement. A Buffer requirement is established by the Contracting Officer, when a supply contract is awarded, to fulfill a need for Warstopper raw material. A list of available Buffer material can be found at <https://wicap.hq.dla.mil/buffers>. If the Buffer material is not available or the material is inadequate to complete the requirement, the Contractor shall contact the Contracting Officer Representative (COR) for guidance. Intervention by the Government may occur to prioritize wartime requirements at the discretion of the COR or for additional reasons, but by exception. When a Buffer has been established, the following process shall be used to submit requests for Buffer material. A valid request by defense Contractors to use the material Buffers includes the following:

(1) A defense Contractor or sub-tier Contractor supporting a prime defense Contractor with a current, active defense contract with the U.S. Government;

(2) A contract directly between the defense Contractor and a material supplier listed on the Buffer website (<https://wicap.hq.dla.mil/buffers>);

(3) The following information must be provided:

- (i) Requestor's name,
- (ii) U.S. Government contract number,
- (iii) Defense Priorities and Allocations System (DPAS) rating,
- (iv) Material specification,
- (v) Quantity required, and
- (vi) Required delivery date.

(b) The material supplier provides material from the Buffer upon a valid request and notifies the COR in monthly reporting. When requests exceed the Buffer's maximum monthly material availability, the material supplier may negotiate phased delivery of material across the material monthly availability; or the Government COR may prioritize the release of the material at the Government's discretion.

(c) Businesses accessing the Buffer (manufacturers) are entitled to their contracted pricing with the material supplier if such an arrangement is established or standard (not spot market) pricing if prior arrangements have not been established. Businesses using the Buffer are solely responsible for costs of using the Buffer, and the Government has no liability either for these costs or for delays or other effects arising from the use of the Buffer.

(d) The Buffer material provided is not Government-Furnished Material, but is rather a normal vendor-to-vendor transaction with all applicable warranties and guarantees provided through the commercial transaction.

(e) The current material Buffer suppliers and materials may be reviewed at <https://wicap.hq.dla.mil/buffers>.

(End of Clause)

#### **52.237-9001 CONTRACTOR PERSONNEL CHANGES AND KEY PERSONNEL REQUIREMENTS (NOV 2011) DLAD**

\*\*\*\*

(c) The follow positions are identified as Key Personnel :

(Insert Key Personnel Positions)

(End of Clause)

#### **52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUL 2013) (FAR)**

### **SECTION J - LIST OF ATTACHMENTS**

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

(a) This solicitation/award consists of the following documents, exhibits, and other attachments:

- (1)
- (2)
- (3)
- (4)
- (5)

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 32 OF 47 PAGES
--------------------	--	---------------------

(End of Clause)

## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS

### 52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2014) FAR

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 325120 [insert NAICS code].

(2) The small business size standard is 1000 [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, System For Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certification s in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 33 OF 47 PAGES
--------------------	--	---------------------

- (A) If the acquisition value is less than \$25,000, the basic provision applies.  
 (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.  
 (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.  
 (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.  
 (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.  
 (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.  
 (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.  
 (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—  
 (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and  
 (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.  
 (2) The following certifications are applicable as indicated by the Contracting Officer:  
 [Contracting Officer check as appropriate.]  
 (i) 52.219-22, Small Disadvantaged Business Status.  
 (A) Basic.  
 (B) Alternate I.  
 (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.  
 (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.  
 (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.  
 (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only)  
 (vi) 52.227-6, Royalty Information.  
 (A) Basic.  
 (B) Alternate I.  
 (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.  
 (d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) 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 clause 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 Clause #	Title	Date	Change
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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 on SAM.

(End of provision)

**252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (AUG 2014) 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.

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 34 OF 47 PAGES
--------------------	--	---------------------

- [ ] 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

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**52.207-04 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) FAR**

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

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

**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)

**52.209-07 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) FAR**

(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 proceedings 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).

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 35 OF 47 PAGES
--------------------	--	---------------------

“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 (FAPIS) 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 FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

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

**252.209-7003 RESERVE OFFICER TRAINING CORPS AND MILITARY RECRUITING ON CAMPUS—REPRESENTATION (MAR 2012) DFARS**

**252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW – FISCAL YEAR 2014 APPROPRIATIONS (FEB 2014) DFARS**

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

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

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

(End of provision)

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

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

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

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

(b) The Offeror represents that-

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 36 OF 47 PAGES
--------------------	--	---------------------

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

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

(End of provision)

**52.211-9001 MARKET ACCEPTANCE (FEB 1996) DLAD**

The Offeror shall provide with its offer the following information to establish that the offer meets the market acceptance criteria in the requirements document:

[the Contracting Officer shall insert the specific documentation requirements].

**52.215-9002 SOCIOECONOMIC PROPOSAL (FEB 2012) DLAD**

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

(a) Definitions. As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

**(2)  Outside the United States.**

(End of provision)

**252.209-7995 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW- FISCALYEAR 2013 APPROPRIATIONS (DEVIATION 2013-O0006) (APR 2013) (DFARS)**

In accordance with sections 8112 and 8113 of Division C and sections 514 and 515 of Division E of the Consolidated and Further Continuing Appropriations Act, 2013,(Pub. L. 113-6), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that—

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

made a determination that this further action is not necessary to protect the interests of the Government; or

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

(b) The Offeror represents that—

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 37 OF 47 PAGES
--------------------	--	---------------------

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

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

**252.209-7996 - REPRESENTATIONS BY CORPORATIONS REGARDING A FELONY CONVICTION UNDER ANY FEDERAL LAW - DOD MILITARY CONSTRUCTION APPROPRIATIONS (DEVIATION 2013-O006) (APR 2013) (DFARS)**

(a) In accordance with section 101(a)(10) of the Continuing Appropriations Resolution, 2013,(Pub. L. 112-175) none of the funds made available by that Act for military construction may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

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

(End of provision)

**252.209-7997 REPRESENTATIONS BY CORPORATIONS REGARDING A FELONY CONVICTION UNDER ANY FEDERAL LAW- DOD MILITARY CONSTRUCTIONS APPROPRIATIONS (DEVIATION 2013-O0006) (APR 2013) (DFARS)**

(a) In accordance with section 101(a)(3) of the Continuing Appropriations Resolution, 2013,(Pub. L. 112-175) none of the funds made available by that Act for general appropriations for DoD may be used to enter into a contract with any corporation that—

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

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

(b) The Offeror represents that—

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

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

(End of provision)

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

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

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

**52.209-9001 SOURCE APPROVAL – AIRCRAFT LAUNCH AND RECOVERY EQUIPMENT (NOV 2011) DLAD**

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 38 OF 47 PAGES
--------------------	--	---------------------

**52.211-02 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (APR 2014) FAR**

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

- (1) ASSIST (<http://assist.daps.dla.mil>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

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

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

(End of provision)

**52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE, EMERGENCY PREPAREDNESS, AND ENERGY USE PROGRAM (APR 2008) FAR**

Any contract awarded as a result of this solicitation will be ( ) DX rated order; ( ) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

**52.211-9042 ADDITIONAL DOCUMENTATION REQUIREMENTS FOR SOURCE APPROVAL REQUEST – CRITICAL APPLICATION ITEM AND CRITICAL SAFETY ITEM (NOV 2011) DLAD**

**52.215-01 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004) FAR**

**52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003) FAR**

**52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST AND PRICING DATA (OCT 2010) FAR**

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

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

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 39 OF 47 PAGES
--------------------	--	---------------------

**52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010), ALT III (OCT 1997) FAR**

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(c) Submit the cost portion of the proposal via the following electronic media:

[Insert media format, e.g., electronic spreadsheet format, electronic mail, etc.]

\*\*\*\*

**52.215-9007 PREPROPOSAL CONFERENCE (FEB 2005) DLAD**

A preproposal conference will be held to explain the requirements of this solicitation (number ) and to respond to questions raised by prospective offerors. Prospective offerors are encouraged to attend. To arrange attendance, prospective offerors are requested to contact:

Name:

Telephone:

E-mail Address:

The date, time, and location of the conference are provided below:

Date:

Time:

Location:

\*\*\*\*

**52.215-9010 ALL OR NONE (INVITATION FOR BID (IFB)/REQUEST FOR PROPOSAL (RFP) ONLY) (NOV 2011) DLAD**

(a) With respect to each item or group of items identified below, offers must be submitted for all items indicated. No award will be made for less than the full requirements shown in this solicitation for these items or groups.

GROUP

ITEM

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**52.215-9023 REVERSE AUCTIONS (OCT 2013) (DLAD)**

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

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

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

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

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

(e) 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

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 40 OF 47 PAGES
--------------------	--	---------------------

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's or commercial reverse auction service provider's terms and conditions.

(End of Provision)

**52.215-9034 SUBMISSION OF COST DATA (SEP 2012) DLAD**

**52.216-01 TYPE OF CONTRACT (APR 1984) FAR**

The Government contemplates award of a contract resulting from this solicitation.  
(End of provision)

**52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995) FAR**

**52.217-9002 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS (DEC 2011) DLAD**

(a) The product described in the Purchase Order Text (POT) or Procurement Item Description (PID) 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 "superseding 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 POT or PID; or be physically, mechanically, electrically, and functionally interchangeable with a product cited in the POT or PID, including additional requirements referred to in the POT or PID, if any.

**Exact Product – Applies to CLIN(s):**

**Alternate/Previously Reverse-Engineered Product – Applies to CLIN(s):**

**Superseding Part Number – Applies to CLIN(s):**

**Previously - Approved Product – Applies to CLIN(s) :**

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 41 OF 47 PAGES
--------------------	--	---------------------

(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 POT or PID; modified (if necessary) to conform to any additional requirements set forth in the POT or PID; 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 POT or PID.) For any Offeror other than the manufacturer cited in the POT or PID, 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 with out further consideration under this solicitation.

(i) An approved source currently cited in the POT or PID offering its corresponding part number as cited in the POT or PID;

(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 POT or PID; 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.

(2) When the POT or PID 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 POT or PID; 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 POT or PID; or

(iv) Any other Offeror who does not meet the criteria in subparagraphs (b)(1), (d), or (e) of this provision.

(2) 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 POT or PID (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 POT or PID. 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 POT or PID; or, if not specified in the POT or PID, are as follows: [buyer insert (a), (b), (c), or (d), as applicable, if POT or PID does not identify]. (If the level of data in the Government's

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 42 OF 47 PAGES
--------------------	--	---------------------

possession and Offeror requirements for data submission are not identified in either the POT or PID 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 POT or PID, sufficient to establish that the Offeror's product is equal to the product cited in the POT or PID.

(b) Adequate proprietary (i.e., limited rights) data: This Agency possesses adequate drawings and/or specifications for the exact product as cited in the POT or PID, 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 POT or PID, sufficient to establish that the Offeror's product is equal to the product cited in the POT or PID.

(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 POT or PID. 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, 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 appropriate 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. 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 or alternate product, will be identified either in the POT or PID or in paragraph (c)(2) of the provision of 52.217-9002. If the level of data and submission requirements are not identified in either of these locations in the solicitation, then 52.217-9002(c)(3)(a) applies.

(i) For solicitation numbers beginning with SPM7 or SPE7 and containing "T" in the ninth position of the PIIN:

DLA Land and Maritime  
Directorate of Procurement  
Alternate Offer Monitor, BPP  
PO Box 3990  
Columbus, OH 43218-3990

(ii) For solicitation numbers beginning with SPE4 or SPM4 and containing "T" or "U" in the ninth position of the PIIN:

DLA Aviation  
ATTN: Small Business Office - DU  
8000 Jefferson Davis Highway  
Richmond, VA 23297-5100

(iii) For solicitation numbers beginning with SPM1, SPM2, SPM3, SPM5, or SPM8 and containing "T" or "U" in the ninth position of the PIIN:

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

NOTE: The address (ATTN line) will change based on the 5<sup>th</sup> digit of the PIIN as follows:

SPM1 = Clothing and Textile (C&T)

SPM2 = Medical

SPM3 = Subsistence

SPM5 = formerly aviation or L&M Detachments (currently called Hardware)

SPM8 = Construction and Equipment (C&E)

(iv) For solicitation numbers beginning with SPRRA1 and SPRRA2 of the PIIN:

DLA Aviation  
Office of the Competition Advocate  
Bldg. 5201  
Redstone Arsenal, AL 35898

(v) For solicitation numbers beginning with SPRPA1 of the PIIN:

DLA Philadelphia  
Competition Advocate Office  
DLR Procurement OPS DSCR-ZC  
700 Robbins Avenue Building 1  
Philadelphia, PA 19111-5098

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 43 OF 47 PAGES
--------------------	--	---------------------

(d) "Superseding part number."

(1) 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 POT or PID has been superseded. 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 or SPM, any data to be furnished with an offer of a "superseding 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," "superseding 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 "superseding 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 following dollar savings threshold shown below, 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, and is (\$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 POT or PID 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 without liability from the Government to the submitter, 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.

(End of provision)

**52.217-9003 MANUFACTURING OR PRODUCTION INFORMATION (NOV 2011) DLAD**

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

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED:  
SPE4A6-15-R-0340

PAGE 44 OF 47 PAGES

**52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999) FAR****52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD****52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) - FAR**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.dla.mil/Acquisition> and <http://farsite.hil.af.mil/> .

(End of Provision)

**52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984) FAR**

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

(b) The use in this solicitation of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)

**52.233-02 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****52.209-9016 EVALUATION OF OFFERS - FIRST ARTICLE TESTING (MAR 2009) DLAD**

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

Item	Government testing cost
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\$	
----	--

\$	
----	--

(End of provision)

**52.209-9016 EVALUATION OF OFFERS – FIRST ARTICLE TESTING (SEP 2008), ALT I (MAR 2009) DLAD****52.211-9003 CONDITIONS FOR EVALUATION OF OFFERS OF GOVERNMENT SURPLUS MATERIAL (AUG 2014) DLAD****52.211-9011 BUSINESS SYSTEMS MODERNIZATION (BSM) DELIVERY TERMS AND EVALUATION (MAY 2006) DLAD****52.213-9001 EVALUATION FACTOR FOR SOURCE INSPECTION (NOV 2011) DLAD****52.214-9002 TRADE DISCOUNTS (JUN 1983) DLAD****52.215-9001 EVALUATION FACTOR FOR PREAWARD SURVEY (APR 2014) DLAD**

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(1) Been listed on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement Programs within the past from the date of solicitation opening or closing; or

(2) Undergone reorganization under bankruptcy laws within the past from the date of solicitation opening or closing, or are currently undergoing such reorganization; or

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 45 OF 47 PAGES
--------------------	--	---------------------

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- (4) Within the past received a negative PAS for an item within the same Federal Supply Class (FSC) as the item of supply, or for the same or similar service required under this solicitation; or  
(5) Failed to liquidate indebtedness to DLA, to the following extent:

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**52.215-9003 USE OF PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM - STATISTICAL REPORTING (PIRS-SR) INFORMATION IN PAST PERFORMANCE EVALUATION (APR 2014) DLAD**

**52.217-05 EVALUATION OF OPTIONS (JUL 1990) FAR**

**52.217-9008 SURGE AND SUSTAINMENT (S&S) EVALUATION (NOV 2011) DLAD**

**52.245-9001 EVALUATION OF USE OF GOVERNMENT FURNISHED PROPERTY (GFP) (NOV 2011) DLAD**

\*\*\*\*

(b) Government property to the extent, if any, itemized below is offered for use without charge in performance under the item(s) with which it is identified. The offeror shall identify in its offer which, if any, of the items under this solicitation is offered by it on the basis of the Government making available without charge any of the listed Government property, and the period of use, in months, said property is to be made available to the offeror in performance of an awarded contract.

FOR EVALUATION PURPOSES:

ITEM NUMBER:

IDENTIFICATION OF GOVERNMENT PROPERTY:

PRESENT LOCATION:

ACQUISITION COST:

RATE:

Period of Use:

(c) The Government property to be furnished in accordance with this clause shall be delivered by the Government within days after the effective date of the award/contract at a point specified in accordance with FAR 247-55 "F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY."

**The offeror is requested to specify in the space below, by item, the free on board (f.o.b.) point for the delivery of the Government furnished property that will be used in contract performance.**

FOR EVALUATION PURPOSES:

ITEM NUMBER: \_\_\_\_\_

F.O.B. POINT (cite name, street address, city, state and zip code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PRIVATE RAIL SIDING:**

Yes (State name of rail carrier)

No (State name and address of nearest public rail siding and carrier)

\*\*\*\*

(e) The following list of known subcontractors, if any, possessing Government property which, in the past or currently, has been authorized for use in manufacturing components or parts of the items to be procured is set forth below.

FOR EVALUATION PURPOSES:

ITEM NUMBER:

IDENTIFICATION OF GOVERNMENT PROPERTY:

PRESENT LOCATION (Including name of Subcontractor):

\*\*\*\*

**52.247-51 EVALUATION OF EXPORT OFFERS (JAN 2001) FAR**

(a) Port handling and ocean charges—other than DoD water terminals. Port handling and ocean charges in tariffs on file with the Bureau of Domestic Regulation, Federal Maritime Commission, or other appropriate regulatory authorities as of the date of bid opening (or the closing date specified for receipt of offers) and which will be effective for the date of the expected initial shipment will be used in the evaluation of offers.

(b) F.o.b. origin, transportation under Government bill of lading.

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE4A6-15-R-0340	PAGE 46 OF 47 PAGES
--------------------	--	---------------------

(1) Offers shall be evaluated and awards made on the basis of the lowest laid down cost to the Government at the overseas port of discharge, via methods and ports compatible with required delivery dates and conditions affecting transportation known at the time of evaluation. Included in this evaluation, in addition to the f.o.b. origin price of the item, shall be the inland transportation costs from the point of origin in the United States to the port of loading, port handling charges at the port of loading, and ocean shipping costs from the United States port of loading (see paragraph (d) of this clause) to the overseas port of discharge. The Government may designate the mode of routing of shipment and may load from other than those ports specified for evaluation purposes.

(2) Offers shall be evaluated on the basis of shipment through one of the ports set forth in paragraph (d) of this clause to the overseas port of discharge. Evaluation shall be made on the basis of shipment through the port that will result in the lowest cost to the Government.

(3) Ports of loading shall be considered as destinations within the meaning of the term "f.o.b. destination" as that term is used in the F.o.b. Origin clause of this contract.

(c) F.o.b. port of loading with inspection and acceptance at origin.

(1) Offers shall be evaluated on the basis of the lowest laid down cost to the Government at the overseas port of discharge via methods compatible with required delivery dates and conditions affecting transportation known at the time of evaluation. Included in this evaluation, in addition to the price to the United States port of loading (see paragraph (c)(2) of this clause), shall be the port handling charges at the port of loading and the ocean shipping cost from the port of loading (see paragraph (d) of this clause) to the overseas port of discharge.

(2) Unless offers are applicable only to f.o.b. origin delivery under Government bills of lading (see paragraph (b) of this provision), offerors shall designate below at least one of the ports of loading listed in paragraph (d) of this clause as their place of delivery. Failure to designate at least one of the ports as the point to which delivery will be made by the Contractor may render the offer nonresponsive.

**Place of Delivery:** \_\_\_\_\_

**[Offerors insert at least one of the ports listed in paragraph (d) of this clause.]**

(d) Ports of loading for evaluation of offers. Terminals to be used by the Government in evaluating offers are as follows: (For the information of the offerors, ocean and port handling charges are set forth if the terminal named is a DoD water terminal.)

Ports/Terminals of Loading	Combined Ocean and Port Handling Charges to (Indicate Country)	Unit of Measure: i.e., Metric Ton, Measurement Ton, Cubic Foot, Etc.

(e) Ports of loading nominated by offeror. The ports of loading named in paragraph (d) of this clause are considered by the Government to be appropriate for this solicitation due to their compatibility with methods and facilities required to handle the cargo and types of vessels and to meet the required overseas delivery dates. Notwithstanding the foregoing, offerors may nominate additional ports of loading that the offeror considers to be more favorable to the Government. The Government may disregard such nominated ports if, after considering the quantity and nature of the supplies concerned, the requisite cargo handling capability, the available sailings on U.S.-flag vessels, and other pertinent transportation factors, it determines that use of the nominated ports is not compatible with the required overseas delivery date. United States Great Lakes ports of loading may be considered in the evaluation of offers only for those items scheduled in this provision for delivery during the ice-free or navigable period as proclaimed by the authorities of the St. Lawrence Seaway (normal period is between April 15 and November 30 annually). All ports named, including those nominated by offerors and determined to be eligible as provided in this provision, shall be considered in evaluating all offers received in order to establish the lowest laid down cost to the Government at the overseas port of discharge. All determinations shall be based on availability of ocean services by U.S.-flag vessels only. **Additional U.S. port(s) of loading nominated by offeror, if any:**

**(f) Price basis. Offeror shall indicate whether prices are based on—**

Paragraph (b), f.o.b. origin, transportation by GBL to port listed in paragraph (d);

Paragraph (c), f.o.b. destination (i.e., a port listed in paragraph (d));

Paragraph (e), f.o.b. origin, transportation by GBL to port nominated in paragraph (e); and/or

Paragraph (e), f.o.b. destination (i.e., a port nominated in paragraph (e)).

(End of provision)

**52.247-51 EVALUATION OF EXPORT OFFERS (JAN 2001), ALT III (APR 1984) FAR**

Alternate III (Apr 1984). When offers are solicited on an f.o.b. destination only basis, delete paragraph (b) from the basic provision but do not redesignate the ensuing paragraphs. Delete paragraph (c)(2) and paragraph (f) from the provision and substitute the following paragraph (c)(2) and paragraph (f). Add paragraph (g) below.

(c)(2) Offerors shall designate below at least one of the ports of loading listed in paragraph (d) below as their place of delivery. Failure to designate at least one of the ports as the point to which delivery will be made by the Contractor may render the offer nonresponsive.

**Place of Delivery:** \_\_\_\_\_

**[Offerors insert at least one of the ports listed in paragraph (d) below.]**

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED:  
SPE4A6-15-R-0340

PAGE 47 OF 47 PAGES

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**(f) Price basis. Offerors shall indicate whether prices are based on—****[ ] Paragraph (c), f.o.b. destination (i.e., a port listed in paragraph (d)); or****[ ] Paragraph (e), f.o.b. destination (i.e., a port nominated in paragraph (e)).****(g) Paragraph (b) has been deleted, but ensuing paragraphs have not been redesignated.**