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This is a place holder for the first page of the solicitation – form SF1449

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Note: Information contained in Addenda may supplement FAR/DFARS/DLAD clauses and provisions. Please note that clauses/provisions are not in order (sequence) of the Uniform Contract Format as per FAR 15.204-1 or FAR 12.303. Please read the solicitation in its entirety.

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SECTION A

GENERAL INFORMATION TO OFFERORS

A.1 OVERVIEW:

This solicitation is being issued under the authority of 10 U.S.C. §2304(c)(1) and FAR 6.302-1 and contemplates award of contracts for items of supply that are available from only one or a limited number of responsible sources.

This is a solicitation for an indefinite quantity type contract for a fixed price with economic price adjustment (EPA) for the supplies listed in the Section B spreadsheet. The long term contract (LTC) Vendor contracts resulting from this solicitation will provide supply support to the Tires Successor Initiative (TSI) Contractor, Science Applications International Corporation (SAIC), Contractor And Government Entity (CAGE) code 79343, selected by award of solicitation SPM7LX-10-R-0049 (contract SPM7LX-11-D-0157) pursuant to FAR Part 51, and may also provide direct supply support to the Government.

SAIC is referred to as the “TSI Contractor” throughout this document.

A.2 SCOPE

- A.2.1 The scope of this solicitation and resulting contract(s) is TSI Contractor and Government supply support for all CAGE code and part-numbered ground-vehicle tires as well as ground-vehicle tires that have associated drawings/specifications. The ground tires include but are not limited to the Cooperative Tire Qualification Program (CTQP) Cooperative Approved Tire List (CATL) 1922 (over-the-road/passenger tires), CATL 1923 (off-road tires), Society of Automotive Engineers (SAE) performance standard J-2014 “Pneumatic Tires for Military Tactical Wheeled Vehicles (SAE-J-2014), and ZZT drawing numbers, which refers to three former (inactive) Federal Specifications (ZZ-T 391 Solid Rubber Tires, ZZ-T 410 Industrial Pneumatic Tires, and ZZ-T 1619 Agricultural Pneumatic Tires), but the references are still utilized relative to the three tire groups.
- A.2.2 The Section B Pricing, Delivery and Packaging Spreadsheets (Attachment B-1), Procurement Item Description (Attachment C), and solicitation clauses further describe the unique characteristics and requirements for each National Stock Number (NSN) herein.
- A.2.3 It is anticipated that tires will be added and deleted from the TSI Program throughout the life of the contract. As new NSNs are identified and awarded within the scope of the ground tires’ technical requirements in A.2.1, they shall be supported under the contract(s) resulting from this solicitation or a solicitation issued with similar terms and conditions as outlined herein.
- A.2.4 The Government may order directly from the resulting LTC Vendor contract(s) in support of military demands. These “Direct LTC Buys” would be processed as outlined in Section C.18 of this Request for Proposal (RFP).
- A.2.5 Awardee(s) under this solicitation is/are referred to herein as the LTC Vendor(s).

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- A.3 NSNs with MULTIPLE SOURCES (i.e. CATL):** The Section B Pricing and Delivery Spreadsheet contains a vendor required fill-in stipulating the exact item, to include manufacturer and part number they are proposing. While this is a requirement at time of proposal, after award, if the LTC Vendor is required to change the source and what specific tire (i.e. different manufacturer and part number) they are providing, per DAG Part 42.301-101, no prices or delivery terms will be changed as a result.
- A.4 TRACEABILITY:** If the offeror is not identified as an approved source in the item description, the offeror shall submit required traceability documentation to the Contracting Officer on or before the date that offers are due. Failure to provide the required documentation within the stated timeframe may result in rejection of the offer. The Contracting Officer determines the acceptability and sufficiency of documentation or other evidence, at his or her sole discretion. If the Contracting Officer finds the evidence to be unacceptable, or if the Contractor fails to retain or provide the requested evidence, the award may be cancelled or contract may be terminated for cause/default, as applicable (See DLAD 52.211-9014 and DLAD 52.246-9066.)
- A.5 TRADE AGREEMENTS ACT (TAA) COMPLIANT ITEM:** The Trade Agreement Act (TAA) is applicable to this acquisition. Special attention should be paid to whether the NSN is compliant with the requirements of the TAA as indicated in DFARS clauses 252.225-7020, 252.225-7021 and 252.225-7002. Respond with “Yes” if compliant or “No” if non-compliant on Attachment B-1 spreadsheet and complete required fill-ins (if applicable) in DFARS 252.225-7020, found in Section F on page 42.
- A.6 FACSIMILE PROPOSALS:** FACSIMILE proposals will **NOT** be accepted; see 52.212-1(b) and “Addenda”. However, facsimiles are authorized for amendments and/or withdrawals only and should be transmitted to: (614) 693-1590.
- A.7 OFFEROR AUTHORIZED REPRESENTATIVE(S):** Offerors shall identify individual(s) authorized to represent the offeror’s position and commit to the offeror in all exchanges between Government and offeror:
- Name: _____
- Title/Position: _____
- Phone Number: _____
- E-Mail Address: _____
- A.8 EXECUTED REQUEST FOR PROPOSAL DOCUMENTS:** Executed Request for Proposal Documents shall contain the signed original of all documents requiring signature of the offeror. Use of reproductions of signed originals of the SF1449, Solicitation/Contract/Order for Commercial Items, Offer and Award; SF30 Amendment of Solicitation/Modification of Contract; and Representations, Certifications and Other Statements of Offerors, is authorized in the copies of the proposal.

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SECTION B
SCHEDULE OF SUPPLIES / ECONOMIC PRICE
ADJUSTMENT/ SURGE INFORMATION / TRACEABILITY

B.1 SCHEDULE OF SUPPLIES

B.1.1 Awards will be made on an all or none basis per individual Contract Line Item Number (CLIN) or NSN for the supplies under this solicitation.

Or (if you have split award candidates)

Award(s) will be made on an all or none basis per individual Contract Line Item Number (CLIN) or NSN for the supplies under this solicitation, except as indicated below for split awards.

B.1.2 The Attachment B-1 Pricing, Delivery and Packaging Spreadsheets contain supplies managed by DLA - Land and Maritime. Offerors shall provide their prices and delivery on the hardcopy Attachment B-1 spreadsheet. If offering on more than one NSN, offerors must also submit their pricing and delivery electronically on a compact disc (CD) at the time their offer is submitted to the DLA Land and Maritime Bid Room. Microsoft Excel format is required. The CD must be identified with the solicitation number and the offeror's CAGE code and must accompany the remainder of the solicitation documents.

B.1.3 Section B Pricing Spreadsheet (Attachment B-1) Information/Definitions/Instructions

- a. **CLIN** – Self-explanatory.
- b. **NSN** – Self-explanatory.
- c. **Item Name** – Self-explanatory.
- d. **UI** – Unit of Issue, in this case EA which means “Each.” This means that the price offered will be per individual tire.
- e. **Defense Priority and Allocation System (DPAS Priority Rating** – Self-explanatory.
- f. **PIC** – Place of Inspection Code – This indicates where inspection and acceptance will occur. In this case, all items are coded as “2” which indicates Destination Inspection and Acceptance.
- g. **QCC** – Quality Control Code – This indicates the level of quality assurance applicable to the item.
 - A coding of “DAA” means standard quality requirements apply with no additional requirements. FAR Clause 52.246-2 (Inspection of Supplies--Fixed-Price (AUG 1996) applies as indicated in Sections I and J, below.
 - A coding of “DAF” means standard quality and shelf life requirements apply with no additional requirements. FAR Clause 52.246-2 (Inspection of Supplies--Fixed-Price (AUG 1996)) and DLAD Clause 52.211-9024 (Shelf-Life Items Manufacturing Restrictions (May 2013)) applies as indicated in Section I and J, below.
- h. **Estimated Annual Demand Quantity (ADQ)** – This is the quantity that the Government anticipates that it will need to order during the next 12 months, i.e., annual demand quantity. Note that these quantities are estimates and are subject to change. See B.1.4.
- i. **Required Delivery Days (RDD)** – This is the total number of days

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that the LTC Vendor has to deliver tires to the TSI Contractor after receipt of a purchase order. However, deliveries will only be made within 30 days from the total time specified in this block. (Example: If 90 day delivery is provided, then the LTC Vendor is only permitted to deliver within 60-90 days from receipt of the purchase order.)

- j. **AMSC – Acquisition Method Suffix Code –** See definitions below:
 - An AMSC of “C” means: The Government intends to procure the item from the approved source.
 - An AMSC of “D” means: Technical data is not available.
 - An AMSC of “G” means: Complete technical data (i.e. drawings/specifications) is available.
 - An AMSC of “T” means: Controlled by Qualified Products List (QPL). This is limited to sources which are listed on or are qualified for listing on the QPL at the time of award.
- k. **Offeror’s Unit Price (1 EA) –** Self-Explanatory.
- l. **CAGE Code Offered –** Insert the manufacturer’s CAGE Code being offered.
- m. **Part Number Offered –** Insert the Part Number being offered.
- n. **I/A/W Drawing or SPEC (AMSC G) -** Indicate “Yes” if the item is being provided in accordance with the drawing/specification or “No” if the item is NOT being provided in accordance with the drawing/specification.
- o. **Proposed Delivery Days –** Indicate the number of proposed delivery days. A blank entry indicates acceptance of the Government’s RDD.
- p. **Trade Agreements Act (TAA) Compliant Item –** Indicate (Yes or No) whether the NSN is compliant with the requirements of the TAA as indicated in DFARS clauses 252.225-7020, 252.225-7021 and 252.225-7002. Respond with “Yes” if compliant or “No” if non-compliant. If No, indicate the nation in which the manufacturer’s production facility is located in the fill-in section of DFARS 252.225-7020 in Section F.
- q. **Haz Mat –** Indicate “Yes” in the block if the offered item(s) contain hazardous material or “No” if the item(s) do NOT contain hazardous material.
- r. **Remarks –** Self-explanatory.

B.1.4 **Disclaimer:** The tire and quantity information in this solicitation is subject to change. Any NSN information provided above is to assist potential Offerors in analysis and proposal development. The Government neither warrants nor guarantees any LTC Vendor will realize the demands, other than any guaranteed minimums, which are identified herein in performance of any resulting contract.

B.1.5 LTC Vendor prices identified in any awards/contracts (including any modifications during the contract term) resulting from this solicitation will be made publicly available and shall not be marked as proprietary.

B.1.6 Offerors submitting proposals for CATL tires must issue a statement indicating that the tires

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provided will be in accordance with CATL specifications and requirements.

B.2 ECONOMIC PRICE ADJUSTMENT

B.2.1 DLAD 52.216-9030 ECONOMIC PRICE ADJUSTMENT – DEPARTMENT OF LABOR PRICE INDEX (NOV 2011) (TAILORED)

(a) Warranties. The Contractor warrants that–

(1) The base unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced shall be computed in accordance with the provisions of this clause.

(b) Definitions. As used throughout this clause–

(1) “Price index” for the purpose of price adjustment under this clause shall be the producer price index(es) reported in the monthly publication entitled, “Producer Price Indexes”, published by the United States (U.S.) Department of Labor (DOL), Bureau of Labor Statistics (BLS) for the following code number(s) and title(s):

<u>INDEX TITLE</u>	<u>INDEX NUMBER</u>	<u>WEIGHTING</u>
CARBON BLACK	PCU3251803251802	15%
SYNTHETIC RUBBER	PCU325212325212	15%
RUBBER IMPORT	EIUIP40	20%
STEEL WIRE	WPU101705	10%
TEXTILE PRODUCTS	WPU031502	10%
INDUSTRIAL CHEMICALS	WPU061	5%
AVERAGE HOURLY EARNINGS (production and nonsupervisory employees in rubber products manufacturing)	CEU3232620008	20%
FUELS AND RELATED PRODUCTS	WPU05	5%
TOTAL		100%

(2) “Base price index” is the arithmetic average of the final version of the indexes published for the two months preceding the closing date for receipt of proposals or the date required for receipt of final proposal revisions, if discussions were held.

(3) “Adjusting price index” shall be the two month arithmetic average of the final version of indexes published for the two months preceding three months prior to the month in which the adjusting contract modification is effective.

(4) “Base unit price” is the unit price applicable to a quantity of a contract line item established at contract award, exclusive of any price adjustment pursuant to this clause.

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(5) "Adjustment period" is the period during which a particular adjustment to the unit price under this clause (calculated at the beginning of the adjustment period) will be applicable. The length of each adjustment period in months shall be calculated by dividing 12 by the number of adjustments allowed per year in (c)(1) below.

(c) Adjustments. Prior to the end of each adjustment period, the Contracting Officer shall calculate the adjusting index and any adjusted contract unit price(s) for the new adjustment period, and modify the contract accordingly. Price adjustments pursuant to this clause shall be made by contract modification, issued by the Contracting Officer and will show the base price index, the adjusting price index, the base unit price, the mathematical calculations, and the changed unit price(s). The price adjustment shall be applicable to orders issued after the effective date of the contract modification establishing the unit price for the adjustment period. The price adjustment(s) for each adjustment period will be based on the percentage change between the base price index and the adjusting price index for the adjustment period, as applied to the base unit price.

(1) The Government shall be entitled to a price decrease in any particular adjustment period if the adjusting price index is less than the base price index. There shall be one price adjustment per contract year.

(2) Example of adjustment calculation:

Base Price Index =	109.88*
Adjusting price index =	112.72*
Less base price index =	109.88
Change to index =	2.84
Divide change to index by base price index =	$2.84 / 109.88 = .02585$ (2.585%)**
Multiply by the base unit price =	$\$50.00 \times .02585 = \1.29 *** = Unit Price Adjustment
Adjusted unit price =	\$51.29

* In computing the base and adjusting price indexes, the resulting figure shall be rounded to the second decimal place.

** This figure shall be rounded to the fourth decimal place.

*** All dollar figures shall be rounded to the nearest cent.

(d) Upward ceiling on economic price adjustment. No upward ceiling shall apply under this economic price adjustment clause, unless the BLS series is based on indices below the six-digit level (an index "below the six-digit level" in BLS usage means an index whose identifier exceeds six-digits).

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For any BLS series that is below the six-digit level, the following ceiling shall apply: The Contractor agrees that the aggregate of the increases in any contract unit price under this clause shall not exceed 10% (percent) of the original base unit price, except as provided hereafter.

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the adjustment ceiling for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(2) If an increase in the price index would raise a contract unit price for an item above the current ceiling, the Contracting Officer may issue a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(e) Invoices. The prices payable under this contract will be based on the latest adjusted unit price incorporated into the contract as of the date of order.

(f) Retroactive adjustment. The Contractor may request a retroactive adjustment for orders that have been delivered during an adjustment period for which payment has already been made, based on the difference between a higher final revised index applicable to an adjustment period and the index values used in calculating the unit price for that adjustment period, and subject to the adjustment ceiling in (d) above and when the following conditions are met:

(1) The request for equitable adjustment clearly establishes that the unit price adjustment for the adjustment period would have been higher if the final revised index had been used, and identifies all invoices and payments to which it is applicable, cites the specific index differences relating to the requested adjustment, and provides a calculation of the total net price adjustment for items delivered during that adjustment period.

(2) No retroactive equitable adjustment shall be made under this clause unless the total dollar change for items delivered is \$_____ (\$500.00 unless otherwise stated) or more for the applicable adjustment period(s).

(3) The Contractor's written request must be received by the Contracting Officer within 45 days following publication of the final revised index.

The Government shall be entitled to a downward adjustment based on the difference between a lower final revised index applicable to an adjustment period and the index values used in calculating the unit price for that adjustment period, subject to the limitation in paragraph (f)(2).

(g) Revision of price index. In the event –

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- (1) Any applicable price index is discontinued or its method of derivation is altered substantially; or
- (2) The Contracting Officer determines that the price index consistently and substantially fails to reflect market conditions, the parties shall mutually agree upon an appropriate and comparable substitute and the contract shall be modified to reflect such substitute effective on the date the price index was discontinued, altered, or began to consistently and substantially fail to reflect market conditions.
- (h) Final invoice. The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.
- (i) Disputes. Any dispute arising under this clause shall be determined in accordance with and subject to the “Disputes” clause of the contract.

B.2.2 DLAD 52.216-9036 EVALUATION OF OFFERS - ECONOMIC PRICE ADJUSTMENT (FEB 2009)

- (a) Offers in response to solicitations will be evaluated without adding any amount for economic price adjustment unless the Economic Price Adjustment (EPA) clause included in the solicitation provides for offerors to specify the portion of the contract price subject to EPA. In this case, the offered price(s) subject to the EPA clause will be adjusted to the maximum possible extent under the EPA using the price ceiling limitation provision of such clause for the basic contract plus all options covered by the evaluation. The resulting price(s) will be used for evaluation of offers.
- (b) If a successful offeror stipulates a lower maximum increase limitation than that included in the solicitation, it will be incorporated into the resulting contract.
- (c) Offers which (1) increase the maximum ceiling percentage specified in the solicitation, (2) stipulate a maximum decrease limit, or (3) delete or otherwise alter the economic price adjustment clause, will not be considered for award, unless the Contracting Officer determines that award on such basis is in the best interests of the Government and all Offerors are afforded an opportunity to offer on the same basis.

B.3 SURGE AND SUSTAINMENT

- B.3.1 Surge Requirements are addressed in Award SPM7LX-11-D-0157 and will be supported by the TSI Contractor with supply support from the LTC Vendors, as needed. LTC Vendor Surge and Sustainment (S&S) supply support is not to be provided through inventory build-up, but through the smallest possible lead times needed to supply all surge requirements. In supporting S&S through the TSI Contractor or Direct buys for tires identified under the CLIN 9000 series, the LTC Vendor shall submit a capability assessment plan, pricing, and delivery terms that provide for expedited scheduling and production of tires to meet the surge requirements.
- B.3.2 S&S Capability is defined as the ability of the LTC Vendor to meet increased quantity/accelerated delivery requirements in support of a broad spectrum of possible contingencies. This ability includes a capacity to ramp-up quickly to meet early requirements (surge), as well as to sustain an increased pace throughout the contingency (sustainment). The spectrum of possible contingencies includes major theatre warfare and smaller-scale contingency operations.

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- B.3.3 The NSNs in Attachment B-3 have been identified as NSNs for which S&S requirements apply. See applicable clauses/provisions: DLAD Clauses 52.217-9006, 52.217-9007, 52.217-9010, and DLAD Provisions 52.217-9008, 52.217-9009.
- B.3.4 The Monthly Wartime Rate (MWR) is the surge quantity, which is a quantity above normal requirements that may be ordered by the Government in a military contingency. The Government is not obligated to order any of the surge quantities and the LTC Vendor should not ship such quantities without receipt of an order clearly designated for surge quantities. The MWR is expressed as a 30-day recurring surge quantity requirement for S&S Items.
- B.3.5 S&S Figures are identified in Attachment B-3, and offerors shall submit surge pricing, stated as a percentage of increase to each CLINs 0001-0050 price, and delivery terms in the columns indicated therein. NOTE: All costs necessary to meet MWR requirements and execute the offeror's S&S plan shall be contained in the offeror's CLIN 9000 series pricing; any costs associated with S&S support shall not be contained in the offeror's prices for CLINs 0001-0050.
- B.3.6 S&S orders placed by the TSI Contractor with the LTC Vendor under this section shall be prominently marked as "Surge and Sustainment," and must comply with FAR 52.216-19. Upon receipt of an S&S order from the TSI Contractor, the LTC Vendor shall obtain written confirmation from the Contracting Officer or Designee within one business day of TSI Contractor order receipt that S&S procedures are authorized and shall fill S&S orders in accordance with the CLIN 9000 series delivery times (based on receipt date of Contracting Officer or Designee confirmation). The LTC Vendor may invoice the TSI Contractor using the applicable CLIN 9000 series price and shall prominently mark the invoice as "Surge and Sustainment." All other terms and conditions remain unchanged, except as affected by the clauses and provisions referenced in B.3.3 above.

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SECTION C
**PERFORMANCE WORK STATEMENT/
 DESCRIPTIONS / SPECIFICATIONS**

C.1 OVERVIEW

- C.1.1 LTC Vendors shall supply tires to the TSI Contractor, for supply support of the tire NSNs as listed herein.
- C.1.2 The LTC Vendor will receive orders from the TSI Contractor. Any interested offeror must be able to receive orders electronically from the TSI Contractor. This can be accommodated either through electronic mail, Electronic Data Interchange (EDI), or paperless order transmission. Though they should rarely occur, manual orders from the TSI Contractor shall be accommodated.

C.2 TSI PROGRAM EXECUTION: TSI CONTRACTOR AND THE LTC VENDOR(S) RELATIONSHIP

- C.2.1 The TSI Contractor and the LTC Vendors are expected and required to meet all terms and conditions as outlined in their applicable contracts. LTC Vendors supporting the TSI Program are partnering with Government and industry counterparts to support DLA’s military customer and are therefore expected to use reasonable efforts and good faith in executing TSI Program support.
- C.2.2 **Ordering, Pricing, and Delivery:** The TSI Contractor is authorized and required to place orders under the LTC Vendors’ contracts. Orders shall be placed by the TSI Contractor directly to the Government-designated LTC Vendor source for each NSN. The LTC Vendor shall fill the TSI Contractor orders at the price and delivery terms in the LTC Vendor’s contract. The LTC Vendor shall notify the TSI Contractor, in writing, the date the TSI Contractor should expect delivery at least 5 calendar days prior to the scheduled delivery date.
- C.2.3 **Inspection & Acceptance:** The TSI Contractor shall conduct a “kind, count and condition” (KCC) inspection prior to acceptance of LTC Vendor-supplied materiel. Inspection and Acceptance (or action as outlined at C.2.3.1.1 or C.2.3.1.2) is expected to occur within 3 business days after delivery to the TSI Contractor’s location. Acceptance of tires by the TSI Contractor under this provision does not constitute acceptance on behalf of the Government, and is only the TSI Contractor’s determination that the tires are suitable for use in its performance under the resulting TSI contract and in accordance with applicable terms and conditions. The same or similar requirements are included in the TSI contract SPM7LX-12-D-0157.
 - C.2.3.1 KCC inspection shall constitute a superficial evaluation of the quality of the item and consist of the following:
 - Kind: visual identification of at least one item per the item description, verification of the part number, contract number, and NSN; all as specified in the LTC;
 - Count: visual confirmation of the contents of a minimum of one package per line item and number of packages received as specified in the order; and
 - Condition: visual verification of physical appearance of the exterior of the item to determine if the item visually meets the LTC requirement.

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- C.2.3.1.1 Should the TSI Contractor’s system determine a “kind” and/or “count” non-conformance upon inspection of material, the TSI Contractor shall notify, in writing, the Contracting Officer and LTC Vendor with sufficient documentation/information to support the non-conformance along with a requested disposition.
- C.2.3.1.2 Should the TSI Contractor’s system determine a “condition” non-conformance upon inspection of material, the TSI Contractor shall notify, in writing, the Contracting Officer and LTC Vendor with sufficient documentation/information to support the non-conformance along with a requested disposition. The Contracting Officer will initiate the resolution with the LTC Vendor within 10 business days of receiving notification from the TSI Contractor. Upon concluding the Government’s review of the “condition” non-conformance, the Contracting Officer will provide disposition instructions regarding the suspect material.
- C.2.3.2 The TSI Contractor is not permitted to reject conforming materials from the LTC Vendor provided the supplied tires meet the LTC Vendor’s contract requirements.
- C.2.4 **Payment:** The TSI Contractor shall make payment to the LTC Vendor under Net 30 terms from the date it receives a proper invoice.
- C.2.4.1 For purposes of LTC Vendor payment from the TSI Contractor, a proper invoice shall include, at a minimum, the following elements: Sender and Recipient Information (i.e., company name, address, and phone), TSI LTC Vendor Government Contract Number, TSI Contractor Invoice Number (if applicable), Ship Date, Delivery Date, Receipt Date, Invoice Date, Quantity, Description of Contents (to include NSN and nomenclature), Carrier and Tracking Number, and Invoice Value (in dollars).
- C.2.4.2 If authorized by the Contracting Officer, in writing to both parties, pursuant to a final resolution under paragraph C.2.7, the TSI Contractor may offset payments to recover costs associated with materiel return.
- C.2.4.3 If the TSI Contractor fails to pay the LTC Vendor for conforming tires received, pursuant to C.2.7, the Contracting Officer will issue a final decision that authorizes payment by the Government directly to the LTC Vendor.
- C.2.5 **Warranty Returns and Customer Returns:** Returns will be handled by the Contracting Officer or Designee on a case by case basis.
- C.2.5.1 Notwithstanding any previous inspection and/or acceptance by the government, the LTC Vendor warrants all items covered by this contract shall be free from defects and fully usable in accordance with their operational application and the specifications set forth in this solicitation (to include any attachments and amendments) and consistent with the requirements at C.2.3 and C.2.5 and their subparts. This is in addition to, and not in abrogation of, any commercial or other warranty on the items.

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C.2.5.2 In the event of a customer return due to a defect or damage, the Government will investigate to assess the failure and determine cause for the defect and initiate the corrective action and return, if applicable.

C.2.5.3 Payment for Returned Tires: The TSI Contractor shall bear the initial costs associated with the return and replacement of non-conforming tires. In the event the government’s investigation determines the LTC Vendor is responsible for the defect or failure, the LTC Vendor shall reimburse the TSI Contractor the costs associated with the materiel return. The LTC Vendor shall be liable for manufacturer defects or damage occurring before delivery to the TSI Contractor, while the TSI Contractor shall be liable for damage to the tires occurring after receipt due to the TSI Contractor’s handling, storage, and/or shipment of the tires to the Government end-user.

C.2.6 **Reliability Management and Communication:** The term “Reliability Management” refers collectively to Configuration Management, Obsolescence Management, and Quality Management (see sections C.11, C.12 and C.13). When either party, the TSI Contractor or LTC Vendor, provides the Government with information regarding Reliability Management of specific NSNs in accordance with the terms of their contract, that same information shall be provided to their TSI Program counterpart at the same time in writing; i.e., the TSI Contractor shall provide the information to the LTC Vendor(s) responsible for the specific NSN and the LTC Vendor shall provide the information to the TSI Contractor.

C.2.7 **Disputes:** All disputes and issues needing a resolution that arise between the TSI Contractor and the LTC Vendor in the performance of the applicable contracts shall be resolved in accordance with the Disputes sub-paragraph. In the event a dispute or issue arises between the TSI Contractor and the LTC Vendor, the LTC Vendor shall attempt to resolve the issue through good-faith efforts. If the parties are unable to resolve the issue after a period of 30 days (unless otherwise specified), the LTC Vendor will refer the matter to the Government(Contracting Officer or Contract Administrator) for a final disposition decision.

C.2.8 Any additional commercial contract requirements established between the TSI Contractor and LTC Vendor shall be the responsibility of the two parties, but in order to maintain the integrity of the TSI Program, all agreements shall be provided to the Contracting Officer, in writing, to ensure said agreements are not in conflict with the terms of the applicable TSI Program contracts. The Government is not a party to any such agreement. No disputes over terms or conditions negotiated between the TSI Contractor and the LTC Vendor beyond the Government LTC’s terms and conditions shall justify delay in LTC Vendor performance under this contract.

C.3 **TERM:** The base period of performance shall be two years after the Contract Effective Date. The basic contract may then be extended twice, each for one option year at the discretion of the Government. Including options, the total period of performance shall not exceed four years. By submitting a proposal in response to this RFP, the Offeror affirmatively acknowledges the inclusion of FAR 52.217-9, Option to Extend the Term of the Contract. The terms “Award Date” and “Contract Effective Date” are defined below:

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Award Date: The date the Contracting Officer signs the properly executed award document is the Award Date. This date can be found in Block 31c of the SF1449 for this award.

Contract Effective Date: October 14, 2014

- C.4 ECONOMIC PRICE ADJUSTMENT (EPA):** Awards resulting from this RFP will be made on a Fixed Price basis with EPA. In addition, an adjustment will be made prior to the start of performance to account for the time period from the LTC Contract Award Date to the Contract Effective Date of the contract. See Section B and DLAD clauses 52.216-9030 and 52.216-9036.
- C.5 REPRESENTATION:** By submitting a proposal in response to this RFP, the Offeror agrees to provide items in accordance with the descriptions in Attachment C and that the items supplied are from the approved source(s) identified in Attachment C, to include this attachment as amended or modified in any resulting contract.
- C.6 ALL OR NONE NSNs:** Individual CLINs (NSNs) will be awarded on an “All or None” basis. All or None NSNs will be awarded to the Lowest Priced Technically Acceptable (LPTA) offeror.
- C.7 ADDITION/DELETION OF ITEMS:** Items may be added or deleted per DLAD Clause 52.216-9006 as necessary for the TSI Contractor to support DLA’s mission throughout the life of the contract; as the Government identifies new NSNs within the scope described in A.2. LTC Vendor(s) shall support them via the Addition/Deletion of Items clause (DLAD 52.216-9006) under this solicitation or a solicitation issued with similar terms and conditions as outlined herein.
- C.8 PACKAGING AND MARKING:** Tire supply shipments to the TSI Contractor shall include commercial packaging and marking requirements. Marking shall be in accordance with commercial standards unless otherwise specified in the item description of the delivery order.
- C.9 F.O.B. POINT AND DELIVERY:** The FOB point for all tires ordered (except for Direct Buy Procedures) under awards from this solicitation is Destination. The FOB Destination location will be at the TSI Contractor’s facility located in Dallas, Texas area and deliveries to areas other than Dallas, Texas may be negotiated if necessary. Deliveries will only be made within 30 days from the total time specified in the B1 Pricing and Delivery Spreadsheet. (Example: If 90 day delivery is provided, then the LTC Vendor is only permitted to deliver within 60-90 days from receipt of the purchase order.) The LTC Vendor shall provide the TSI Contractor written notice of the date the TSI Contractor’s order is expected to be delivered at least 5 calendar days prior to the scheduled delivery date.
- C.9.1 For purposes of calculating on-time delivery, the LTC Vendor is considered to have completed a delivery order on the earliest date that both of the following events have occurred: (1) the LTC Vendor has given the TSI Contractor the written notice required in C.9 AND (2) the LTC Vendor completes delivery to the TSI Contractor’s location per C.9, as indicated by a bill of lading, packing list or other written documentation.
- C.10 REPORTING:** The LTC Vendor shall submit to the Contracting Officer or Designee, monthly, no later than the 10th of each month, the Quality and On-Time Delivery reports for the previous month for any orders received from the TSI Contractor.

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C.10.1 On-Time Delivery Report

C.10.1.1 At a minimum, the On-Time Delivery Report shall contain a listing of all orders received for the month, and for each order: the NSN, the quantity ordered, the quantity shipped, the date the order was received and, if completed, the date the TSI Contractor was notified that delivery would be made, the date the order was delivered, the contractually required delivery days and the actual delivery days as determined by the difference between the date the order was placed by the TSI Contractor and the order completion date described in C.9.1 above. If an order is for Surge and Sustainment (see Section B.3), the report shall indicate the order as such.

C.10.1.2 If no orders were filled during a month, the LTC Vendor shall submit a report with a statement to that effect.

C.11.2 Quality Report

C.10.2.1 At a minimum, the Quality Report shall contain a listing of any orders that failed the TSI Contractor’s KCC inspection, the NSN at issue, the date of the failed inspection, an explanation of the reason for the failure, and a statement regarding when the issue is expected to be resolved. In addition, the report shall indicate any NSNs that have part number or drawing changes and NSNs expected to become or known to be obsolete along with suggested replacements.

C.10.2.2 If no orders were filled during a month, the LTC Vendor shall submit a report with a statement to that effect.

C.10.3 **Report Format:** The Official Report may be submitted in an Adobe PDF format or other non-editable format. The LTC Vendor shall also submit an editable copy in Microsoft Word or Excel format for governmental reporting purposes and/or analysis.

C.10.4 For all reports/deliverables: All reports/deliverables shall be delivered to the Government with unlimited rights and shall not be identified as proprietary data. “Unlimited Rights” means the Government has the rights to use, disclose, reproduce, prepare derivative works, distribute copies to the public, of the data (including the contents of reports) in any manner and for any purpose, and to have or permit others to do so.

C.11 CONFIGURATION MANAGEMENT

C.11.1 **General:** The Government will maintain configuration control and change authority for all modifications or changes regarding TSI Program support. LTC Vendors shall maintain configuration of the tires in accordance with the requirements of the resulting contract(s), and shall review configuration of tires and recommend other available tires that meet or exceed the current application of the tire type and represent a better value to the government. The Engineering Support Activity (ESA) for this contract is the U.S. Army Tank Automotive Research, Development and Engineering Center (TARDEC) located in Detroit Arsenal, Warren, MI.

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C.11.1.1 The LTC Vendor(s) shall submit for approval to the Contracting Officer all known configuration changes that affect the supply of tires to include the impacted system, old and new part numbers, and the reason for the proposed change.

C.11.1.2 Known configuration changes that affect Foreign Military Sales (FMS) will be identified and forwarded to the Contracting Officer for consideration and include the impacted system, old and new part numbers, and the reason for the change. The Contracting Officer will submit this information to DLA HQ and the appropriate International Logistics Control Organization to advise FMS customers.

C.11.2 Deviations

C.11.2.1 LTC Vendor(s) shall not manufacture or supply any items under any resulting LTC awards which incorporate a known departure from technical or contractual requirements unless a request for a deviation has been approved by the government. Authorized deviations are a temporary departure from the requirements only, and do not authorize a change to the item's configuration baseline.

C.11.2.2 Deviation requests shall be prepared in accordance with DI-CMAN-80640C - Request for Deviation. Guidelines for preparing deviations may also be found in MIL-HDBK-61A, Configuration Management Guidance and ANSI/EIA-649, National Consensus Standard for Configuration Management. For all items under this solicitation and any resulting awards, deviations, waivers or engineering change proposals are not permitted unless authorized in writing by the Contracting Officer.

C.11.3 **Notification:** The LTC Vendor shall monitor and immediately notify the Contracting Officer of any weapon system program developments or modifications that may impact the performance and/or require a change to the current configuration of tires covered by this Solicitation. The Contracting Officer will then take whatever action, if any, deemed necessary to coordinate with the ESA the possible configuration change and any resulting addition, deletion or modification of a tire or tire type.

C.12 OBSOLESCENCE MANAGEMENT

C.12.1 The LTC Vendor is responsible for managing tire obsolescence over the entire period of the contract, and notwithstanding any obsolescence issues or problems, the LTC Vendor remains responsible for meeting all performance and other requirements of this contract. This obsolescence management responsibility includes an ongoing review and identification of actual and potential obsolescence issues, including but not limited to obsolescence of tires, the loss, or impending loss of the manufacturers or suppliers of tires, or shortages of raw materials.

C.12.2 The LTC Vendor is responsible for immediately notifying the Contracting Officer of any item covered by this contract which the LTC Vendor determines to be obsolete or which the LTC Vendor believes is in imminent danger of becoming obsolete. The LTC Vendor has the

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responsibility to suggest a replacement tire to the Government at the time it provides notification of a tire's obsolescence or impending obsolescence.

- C.12.3 In determining a suitable replacement tire, the LTC Vendor shall, at a minimum, investigate part availability, interchangeability, and substitutability; and locate tire and vendor/manufacturer replacements; and immediately notify the Contracting Officer of its findings.

C.13 QUALITY MANAGEMENT

- C.13.1 **Quality System Requirement:** The LTC Vendor shall maintain a quality system that meets the requirements of ISO 9001:2000. The LTC Vendor shall be responsible for tire quality control for all tires purchased/manufactured until delivery to TSI Contractor.

C.13.1.1 LTC Vendor Technical and Quality Compliance includes delivering tires which meet the Government's required specifications, drawings and sources as indicated in Attachments B-1, B-2 and C. The LTC Vendor's quality management system/program shall be designed to promptly detect, correct, and prevent conditions that adversely affect performance and quality.

C.13.1.2 The Government reserves the right to perform inspections of the LTC Vendor and/or their subcontractors at any time the Government desires, including, but not limited to site/plant inspections. The Government will provide at least 24 hours notice to the LTC Vendor and both the Government and the LTC Vendor shall take all appropriate actions to facilitate the review process.

C.13.1.3 The LTC Vendor shall maintain a single point of contact to interface with the government's tire logistics manager for the TSI Program to ensure timely resolution of business and technical problems and implementation of corrective action.

- C.13.2 **Government Access to Facilities:** The Government reserves the right to perform an on-site quality program review and evaluation of the LTC Vendor and/or subcontractor manufacturing facility at any time during the performance of this contract. The Government will provide prior notice and the LTC Vendor shall take all appropriate actions to facilitate the review process.

- C.13.3 **Quality Data:** When requested by the contracting officer, the Contractor shall make available, for Government review, the following at the Contractor's facilities:
- Quality control manual and procedures, work instructions, operations sheets, special manufacturing processes, drawings and specifications, repair manuals, repair procedures, manufacturing records, in-process/final inspection records and Acceptance Test Procedure (ATP) results.
 - Results of periodic third party audits and follow up corrective actions for any deficiencies noted.
 - Results of scheduled internal quality system audits and follow up corrective actions for any deficiencies noted.
 - Copies of ISO generated management reports tracking rework, customer complaints, delivery schedules, ordering, inventory, transportation, etc.

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Such inspection precludes the Government from taking photographs, recording or reproducing the data in any form and from removing any information provided from the point of inspection.

- C.14 SHELF-LIFE REQUIREMENTS:** The LTC Vendor shall deliver tires in accordance with the shelf-life requirements identified in DLAD clause 52.211-9024 (TAILORED) herein. Tires should be delivered to the specified delivery location of the TSI Contractor (or to the Government’s specified delivery point if a Direct-Buy) within eighteen (18) months of being manufactured, and must have no less than forty-two (42) months of shelf-life remaining upon delivery to the TSI Contractor.
- C.15 LIMITATION ON USE OF CERTAIN EXTENDER OILS:** Tires delivered under the contracts resulting from this solicitation shall not contain polycyclic aromatic hydrocarbon (PAH) rich extender oils and blends used as extender oils for the production of tires.
- C.16 DCMA UTILIZATION:** The Government anticipates utilizing the Defense Contract Management Agency (DCMA), as delegated by the Contracting Officer, for contract administration support during LTC Vendor performance. Contract administration support may include, but is not limited to, negotiating the addition of items onto any resulting contract(s), quality audits, and/or reviews, and performance reviews.
- C.17 DESCRIPTIONS/SPECIFICATIONS** are attached hereto as Attachment C.
- C.18 LTC DIRECT BUYS:** The Government anticipates that the LTC Vendor will be primarily engaged in providing TSI Contractor support throughout the life of any resulting contract, however, the Government may order directly from the LTC Vendor in the event the TSI Contractor is unable to support military demands or does not comply with the TSI contract requirements.
- C.18.1 LTC Vendors must be able to process “LTC Direct Buys” as outlined herein.
- C.18.2 In the event that DLA orders tires under this procedure, the Contracting Officer and the LTC Vendor will negotiate delivery and rates to accommodate any additional packaging, marking and/or palletization requirements in excess of standard commercial packaging, to be specified on the individual delivery order. Any excess shipping costs (i.e. for Time-Definite-Delivery or Outside the Continental United States (OCONUS) delivery) will also be negotiated at that time. The negotiations under this section shall not exceed thirty (30) days from the date the Contracting Officer has notified the LTC Vendor of Direct Buy execution.
- C.18.2.1 Any LTC Direct Buy delivery order executed by DLA that directs the LTC Vendor(s) to supply tires directly to a military customer shall require marking in accordance with MIL-STD-129P. The MIL-STD-129P marking requirements for any LTC Direct Buys will be listed in the individual Delivery Order.
- C.18.3 LTC Vendors shall be capable of fulfilling the S&S requirements identified at B.3. S&S prices as noted in CLIN 9000 series (and related terms and conditions as specified in B.3) shall apply should the Government execute S&S via CLIN 9000 series as identified in a resulting Delivery Order.
- C.18.4 FOB Destination and Inspection and Acceptance at Destination shall apply to Direct Buys.

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C.18.4.1 For Direct-Buy orders for FMS support, the FOB point shall be Origin with Inspection and Acceptance to occur at Origin. Transportation instructions will be included on delivery orders or can be obtained in accordance with DLAD 52.247-9034. The Contracting Officer will negotiate unit pricing with the LTC Vendor based on FOB Origin shipping requirements.

C.18.5 Orders from the Government for direct-buys are anticipated to be placed electronically. The LTC Vendor must be able to support electronic ordering procedures in accordance with C.1.2, above. Issuance of an EDI transmission, when supported by the LTC Vendor, or email notification from the Contracting Officer constitutes a binding order. The LTC Vendor is required to commence performance upon receipt of a binding order. If EDI is used, the following three EDI transactions are required for the purpose of transmitting Delivery Orders and Tracking Performance under C.18:

- 850 Purchase / Delivery Order
- 856 Shipment Notice Manifest
- 997 Functional Acknowledgement

C.18.6 The LTC Vendor shall submit monthly Quality and On-Time Delivery reports for any orders filled under this section. These reports shall contain the same information and be in the same format specified in section C.10. If no orders were filled during a month, the LTC Vendor shall submit a report with a statement to that effect.

C.18.7 Reliability Management requirements apply to direct buys and are unchanged.

C.18.8 The Government may pay the LTC Vendor under Fast Pay terms (see 52.212-9001 under Section I) provided the delivery order dollar value does not exceed the Fast Pay threshold. Payment will be made under Net 30 terms for Direct Buys if Fast Pay is not authorized.

C.19 APPLICABILITY: Unless specifically noted otherwise, each aspect of this Performance Work Statement (Section C) applies to an LTC Vendor providing tires in response to a direct buy or TSI Contractor order.

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SECTION D

**FAR 52.212-4, CONTRACT TERMS AND CONDITIONS -
COMMERCIAL ITEMS (JUL 2013) AND ADDENDA**

**FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (JUL 2013)
(TAILORED)**

(c) *Changes.* Changes in terms and conditions of this contract may be made only by written agreement of the parties or as otherwise authorized under Section C of this contract.

All other paragraphs incorporated by reference.

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SECTION E

FAR 52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS (AUG 2013)

E.1 FAR 52.212-5 (AUG 2013) - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS

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

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

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

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

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

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

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

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

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(11) [Reserved]

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

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

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

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

(iii) Alternate II (Mar 2004) of 52.219-7.

(14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

(15) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637 (d)(4)).

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

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

(iv) Alternate III (July 2010) of 52.219-9.

(16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

(17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

(18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

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(20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

(24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

(25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

(26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

___ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (Mar 2012) of 52.225-3.

___ (iii) Alternate II (Mar 2012) of 52.225-3.

___ (iv) Alternate III (Nov 2012) of 52.225-3.

___ (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).

___ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (48) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

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___ (49) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (52) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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

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(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

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

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

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

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

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

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SECTION F
ADDITIONAL CLAUSES AND PROVISIONS

NOTE: EACH CLAUSE IS MARKED WITH A SUPERSCRIPIT LETTER. Clauses and Provisions which are denoted with an (D) apply only to an LTC Vendor supporting a direct buy. Clauses and provisions denoted with a (B) apply to both an LTC Vendor providing TSI Contractor support and an LTC Vendor providing LTC direct buy support. Clauses denoted with a (L) apply to an LTC Vendor providing TSI Contractor support only. Any subsection of a clause or provision shall apply in accordance with the marking on the main section of that clause or provision. If a clause or provision is not marked with a superscript, it shall be designated as applicable to both support scenarios (i.e., the same as a “B” indicator).

FAR 52.203-2^B CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

(Vendor Fill-in) [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

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

DFARS 252.203-7002^B REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009)

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

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

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

FAR 52.204-9^B PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

DFARS 252.204-7000^B DISCLOSURE OF INFORMATION (AUG 2013)

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

DLAD 52.204-9001^B ELECTRONIC ORDER TRANSMISSION (NOV 2011)

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

() Electronic data interchange (EDI) transmissions in accordance with American National Standards Institute (ANSI) X12 Standards through a DLA transaction services approved value added network (VAN).

() Electronic mail (email) award notifications containing web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services.

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

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

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

(e) Note: Information regarding EDI, ANSI X12 transactions and DLA transaction services approved VANs can be obtained from the DAAS web site by going to <https://www.transactionservices.dla.mil/daashome/edi-vanlist-dla.asp>.

(f) Questions concerning electronic ordering should be directed to:

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

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

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

(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.

(Vendor Fill-in)

(Vendor Fill-in)

(Vendor Fill-in)

(Vendor Fill-in)

OFFEROR RECOMMENDATIONS

ITEM _____ (Vendor Fill-in)

QUANTITY _____ (Vendor Fill-in)

PRICE QUOTATION _____ (Vendor Fill-in)

TOTAL _____ (Vendor Fill-in)

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

DFARS 252.209-7004^B SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)

DFARS 252.209-7995 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW-FY-2013 (APR 2013)

DLAD 52.209-9013^B COMPONENT QPL/QML ITEMS (NOV 2011)

FAR 52.211-5^B MATERIAL REQUIREMENTS (AUG 2000)

FAR 52.211-14^B NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY

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PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

See Section B Spreadsheet.

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

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

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to: <https://pcf1.bsm.dla.mil/cfolders> with the exception of Defense Supply Center Philadelphia (DSCP), Clothing & Textile which should be directed to: <https://warfighter.dla.mil/contracting/>

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

SPI Process: _____ (Vendor Fill-in)

Facility: _____ (Vendor Fill-in)

Military or Federal Specification or Standard : _____ (Vendor Fill-in)

Affected Contract Line Item Number, Subline Item Number, Component, or Element
: _____ (Vendor Fill-in)

DLAD 52.211-9004^B PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS (NOV 2011)

DLAD 52.211-9009^B NON-ACCEPTABILITY OF GOVERNMENT SURPLUS MATERIAL (NOV 2011)

DLAD 52.211-9010^D SHIPPING LABEL REQUIREMENTS MIL-STD-129P (MAR 2012)

DLAD 52.211-9010^D SHIPPING LABEL REQUIREMENTS MIL-STD-129P ALT I (AUG 2005)

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

DLAD 52.211-9013^B SHIPPER'S DECLARATION OF DANGEROUS GOODS (NOV 2011)

DLAD 52.211-9014 CONTRACTOR RETENTION OF TRACEABILITY DOCUMENTATION (AUG 2012)

(a) This clause applies whenever the Contractor is not the manufacturer of the item(s) to be furnished.

(b)(1) The Contractor shall retain evidence to document that items furnished under this contract conform to contract requirements. Evidence will generally include information tracing the items back to the manufacturing source or its authorized distributor. At a minimum, evidence shall be sufficient to establish the identity of the item, its manufacturing source, and conformance to the item description.

(2) Examples of traceability documentation include, but are not limited to, the following:

(i) Purchase order(s)/invoice(s) between manufacturer(s)/distributor(s), identifying part number (and/or technical data package (TDP) with revision level) and quantities;

(ii) Original equipment manufacturer (OEM) or approved/qualified source's packing slips, identifying part number (and/or TDP with revision level) and quantities;

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(iii) OEM or approved/qualified source's certification, identifying part number (and/or TDP with revision level) and quantities; and/or

(iv) OEM or approved/qualified source's identifiable standard packaging, with part number (and/or TDP with revision level) cited on the package.

(3) The Contractor shall be responsible for the assurance of type, kind, count, and condition. Preservation, packing, packaging, and marking shall be in accordance with contractual requirements.

(4) The Contractor shall provide documentation of traceability for review—

(i) Upon request by the Contracting Officer at any time prior to or after award;

(ii) At time of Government source inspection, if applicable; and/or

(iii) During random or directed post-award audits.

(5) The Contractor shall retain documentation in accordance with this clause for 5 years after final payment under this contract.

c) The Offeror/Contractor shall provide documentation of traceability for review—

(1) Upon request by the Contracting Officer at any time prior to or after award;

(2) At time of Government source inspection, if applicable; and/or

(3) During random or directed post-award audits.

(d) Traceability documentation shall, at a minimum, include the following:

(1) If the Offeror/Contractor is an authorized dealer/distributor for an approved source for the specific item being procured by the Government, the following requirements apply:

(i) The Offeror/Contractor shall maintain at least one of the following:

(A) A copy of its current dealer/distributorship agreement;

(B) A letter of authorization from the approved source; or

(C) A link to an official website maintained by the approved source, which shall clearly identify

the Offeror as an authorized dealer/distributor.

(ii) By submission of documentation described in subparagraph (d)(1)(i) of this clause, the Offeror/Contractor represents that:

(A) The dealer/distributor relationship with the approved source applies to the specific item being procured by the Government; and

(B) If the Contractor's dealer/distributor status with the approved source changes after award, the Contractor shall promptly notify the Contracting Officer. Failure to provide such notification is grounds for cancellation of award or termination for default/cause, as applicable.

(2) If the Offeror/Contractor is not an authorized dealer/distributor for an approved source for the specific item being procured by the Government, the following requirements apply:

(i) If the Offeror/Contractor identified the offered item as "not in stock/not currently owned by the Offeror" or "not yet manufactured," the Offeror/Contractor shall—

(A) Maintain a verifiable quotation from the approved source, or from an authorized dealer/distributor for the approved source.

(B) Include the following information in its quotation:

(1) The item part number or designation, which shall be provided in sufficient detail to document that the item being quoted is the same as the item being procured by the Government;

(2) The quantity, which shall be sufficient to satisfy the solicitation requirement;

(3) The unit price quoted by the approved source, or by the authorized dealer/distributor for the approved source;

(4) The date of the quotation; and

(5) The name and phone number of the representative of the approved source, or of the authorized dealer/distributor for the approved source.

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(C) The quotation shall be on the letterhead of the approved source, or of an authorized dealer/distributor for the approved source; or an electronic quotation, which shall be clearly identifiable as coming to the Offeror/Contractor from the approved source, or from an authorized dealer/distributor for the approved source.

(D) If the offered items are obtained from an authorized dealer/distributor for the approved source, the Offeror/Contractor shall maintain the information described in subparagraph (d)(1)(i) of this clause to document the authorized dealer/distributor arrangement; and the terms in subparagraph (d)(1)(ii) of this clause shall apply.

(ii) If the Offeror/Contractor identified the offered item as “shipped” or “in stock/currently owned by the Offeror,” the following requirements apply:

(A) The Offeror/Contractor shall maintain one of the following documents:

(1) The invoice received by the Offeror/Contractor from the approved source, or from an authorized dealer/distributor for the approved source; or

(2) The packing slip that accompanied the shipment to the Offeror/ Contractor from the approved source, or from an authorized dealer/distributor for the approved source. The packing slip shall include a packing slip number. (If no packing slip number was provided, the Offeror/Contractor shall obtain and maintain written documentation from the approved source, or from the authorized dealer/distributor for the approved source, verifying the packing slip number. Such documentation shall include the name and address of the approved source, or of the authorized dealer/distributor for the approved source; the date of the correspondence; and the name and phone number of the representative of the approved source, or of the authorized dealer/distributor for the approved source, who provided the information.)

(B) The documentation furnished in accordance with subparagraph (c)(2)(ii)(A) of this clause shall include the following:

(1) Date;

(2) the name and address of the approved source, or of the authorized dealer/distributor for the approved source;

(3) the name and phone number of the representative of the approved source, or of the authorized dealer/distributor for the approved source;

(4) the item part number or designation, which shall be provided in sufficient detail to document that the item provided to the Contractor is the same as the item being procured by the Government;

(5) the quantity, which shall be sufficient to satisfy the solicitation requirement;

(6) the unit price charged by the approved source, or by the authorized dealer/distributor for the approved source; and

(7) the Offeror’s/Contractor’s name and address.

(C) If the offered items are obtained directly from an authorized dealer or distributor, the Offeror/Contractor shall maintain the information described in subparagraph (d)(1)(i) of this clause to document the authorized dealer/distributor arrangement; and the terms in subparagraph (d)(1)(ii) of this clause shall apply.

(3) If the offered items are not obtained directly from an approved source, or from an authorized dealer/distributor of an approved source, the Offeror/Contractor shall maintain documentation, as described in subparagraph (d)(2) of this clause, sufficient to establish the complete line of ownership or distribution from the approved source, or from an authorized dealer/distributor for the approved source, to the Offeror/Contractor.

(e) The Contracting Officer determines the acceptability and sufficiency of documentation or other evidence, at his or her sole discretion. If the Contracting Officer finds the evidence to be unacceptable, or if the Contractor fails to retain or provide the requested evidence, the award may be cancelled or contract may be terminated for cause/default, as applicable.

(f) At the Contracting Officer’s discretion, documentation of traceability provided by the Contractor, in accordance with provisions in the solicitation and/or clauses included in this contract, may be used to determine the acceptability of documentation retained in accordance with this clause.

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(g) Notwithstanding any documentation provided by the Offeror prior to purchase order issuance/contract award, the Government reserves the right to require additional documentation attesting to the authenticity of the material at any time before or after contract delivery.

(h) If the solicitation states inspection and acceptance shall take place at destination, the Government reserves the right to change the place of inspection and acceptance to origin and to invoke 52.246-9004, Product Verification Testing, at time of award, with no increase in the awarded unit price.

(i) The Contractor shall be responsible for the assurance of type, kind, count, and condition. Preservation, packing, packaging, and marking shall be in accordance with contractual requirements.

(j) The Contractor shall retain documentation in accordance with this clause for 5 years after final payment under this contract.

DLAD 52.211-9022^B SUPERCEDED PART-NUMBERED ITEMS (NOV 2011)

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

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

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

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

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

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

DLAD 52.211-9024^B SHELF-LIFE ITEMS MANUFACTURING RESTRICTIONS (MAY 2013) (TAILORED)

(a) Products delivered under this contract shall be manufactured/cured/assembled to ensure that a minimum of forty-two (42) months of shelf-life is remaining at time of receipt by the Government or the TSI Contractor.

(b) Marking or labeling shall reflect these data.

(c) Supplies received by the Government or the TSI Contractor with less than forty-two (42) months of shelf-life remaining will be considered to be nonconforming within the meaning of the Inspection Clause.

(d) Tires shall be delivered to the specified delivery location of the TSI Contractor (or to the government's specified delivery point if a Direct-Buy) within eighteen (18) months of being manufactured.

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

DLAD 52.211-9036^D PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING (NOV 2011)

DLAD 52.211-9037^D TIME OF DELIVERY – DIRECT VENDOR DELIVERY (DVD) (NOV 2011) (TAILORED)

Delivery orders shall specify the date of delivery based on the priority of the delivery order line item. Ramp up periods, when needed and confirmed by the Contracting Officer at the time of a delivery order, shall not exceed the awardee's delivery days, as identified in the Attachment B-1 Pricing, Delivery and Packaging Spreadsheet of the resulting contract(s), unless as otherwise indicated in the offeror's proposal.

(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 4 days after date of order for FOB Destination and/or within 2[†] 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. (OCOUS), the contractor shall be required to ship and deliver the order quantities so as to ensure receipt at the delivery destination(s) within 4 days after date of order for FOB Destination and/or within 2[†] 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 7 days after date of order for FOB Destination and/or within 2[†] 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 outside the continental U.S., 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 7 days after date of order for FOB Destination and/or within 2[†] 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 14 days after date of order for FOB Destination and/or within 5[†] 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 14 days after date of order for FOB Destination and/or within 5[†] 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 date of order for FOB Destination and/or within ____ days after date of order for FOB Origin.

(h) **FIRST ARTICLE** When First Article testing is required, the delivery timeframe will commence upon approval of First Article Test. The delivery date of the first delivery order will be the delivery based on the priority of the delivery order line item plus the delivery timeframe specified by FAR clause 52.209-3 or 52.209-4 (Section I) for submission of approval of the First Article.

(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** _____ **(Vendor Fill-in)** days after date of order for FOB Destination and/or **within** _____ **(Vendor Fill-in)** days after date of order for FOB

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Origin.

For priority 1-3 items with destinations outside CONUS, delivery shall be **within** _____ (**Vendor Fill-in**) days after date of order for FOB Destination and/or **within** _____ (**Vendor Fill-in**) 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** _____ (**Vendor Fill-in**) days after date of order for FOB Destination and/or **within** _____ (**Vendor Fill-in**) 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** _____ (**Vendor Fill-in**) days after date of order for FOB Destination and/or **within** _____ (**Vendor Fill-in**) days after date of order for FOB Origin.

For priority 4 to 15 (all others), destination within CONUS, delivery shall be **within** (**Vendor Fill-in**) days after date of order for FOB Destination and/or **within** _____ (**Vendor Fill-in**) days after date of order for FOB Origin.

For priority 4 to 15 (all others), destination outside CONUS, delivery shall be **within** _____ (**Vendor Fill-in**) days after date of order for FOB Destination and/or **within** _____ (**Vendor Fill-in**) days after date of order for FOB Origin.

For shipments to DLA/DoD stock locations, delivery shall be **within** _____ (**Vendor Fill-in**) days after date of order for FOB Destination and/or **within** _____ (**Vendor Fill-in**) days after date of order for FOB Origin.

(j) The contractor shall furnish copies of both shipping and delivery documents whenever requested by the Contracting Officer.

(k) Offering a greater number of delivery days than requested in (a) thru (g) may result in the offer being rejected.

† For Direct Buys, the LTC Vendor has filled a FOB Origin FMS Delivery Order when the LTC Vendor has tendered the material for Government source inspection requirements in accordance with the TDD requirements identified. Tendered for source inspection is defined as the LTC Vendor contacting the DCMA Quality Assurance Representative for inspection and having documented evidence of such contact, accurately completing the DD250

DLAD 52.211-9052^B NOTIFICATION TO GOVERNMENT OF CONTEMPLATED PRODUCTION PHASE-OUT (NOV 2011)

DLAD 52.211-9053^B EXPEDITED HANDLING SHIPMENTS (NOV 2011)

DLAD 52.211-9054^L TIME OF DELIVERY – CONTRACTS (NOV 2011)

(a) The time of delivery of supplies to be furnished under any delivery order issued under this contract shall be stated in the order. The Government reserves the right to request phased delivery within the limits of the applicable schedule set forth below.

(b) Delivery is required in accordance with the schedule set forth below.

SEE ATTACHMENT B-1 PRICING, DELIVERY and PACKAGING SPREADSHEETS.

(c) Unless otherwise specified above, your proposal will be deemed to offer delivery in accordance with the required schedule. The Government may elect to consider for award only those proposals which comply with the required schedule but reserves the right to consider proposals which exceed the required schedule. You are therefore encouraged to submit a proposal even if you cannot comply with the required delivery schedule. If you can comply with the required delivery schedule but could offer better prices for a longer schedule, you may submit two (2) or

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more proposals on each item. The Government reserves the right to make awards on the basis of offerors' proposed delivery schedules.

(d) Delivery orders will be mailed or otherwise furnished to the Contractor on or before the day the order is dated. Therefore, in computing time available to perform each order, the Contractor must take into consideration the time required for the delivery order to arrive through ordinary mail.

(e) In the event this solicitation provides for a partial set-aside for Small Business, and the set-aside portion is awarded to the same firm that received the award of the non-set-aside portion, then the quantities shown above will be doubled.

DLAD 52.212-9000^B CHANGES – MILITARY READINESS (NOV 2011)

DLAD 52.212-9001^D APPLICATION OF FAST PAYMENT TO PART 12 ACQUISITIONS (NOV 2011)

FAR 52.215-6^B PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () (Vendor Fill-in) intends, () (Vendor Fill-in) does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks 'intends' in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance

Street Address _____ (Vendor Fill-in)
City _____ (Vendor Fill-in)
State _____ (Vendor Fill-in)
County _____ (Vendor Fill-in)
Zip Code _____ (Vendor Fill-in)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(Vendor Fill-in)
(Vendor Fill-in)
(Vendor Fill-in)
(Vendor Fill-in)

'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

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

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

FAR 52.215-20^B REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) ALT IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide the following information: *If not the OEM, provide copies of current (valid) quotes received from the OEM in quantities similar to the proposed quantity (ADQ).*

FAR 52.215-21^B REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010) ALT IV (OCT 2010)

DLAD 52.215-9010^B ALL OR NONE (IFB/RFP ONLY) (NOV 2011)

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: Not Applicable

ITEM Each CLIN or NSN will be evaluated and awarded individually. Awards of more than one CLIN/NSN may be combined into one award document.

DLAD 52.215-9013^B PRODUCTION FACILITY CHANGES (NOV 2011)

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

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

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

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

- (1) SEE SECTION G OF THE SOLICITATION
- (2)
- (3)
- (4)
- (5)

FAR 52.216-1^B TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a

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- FIRM FIXED PRICE
 FIXED PRICE/ECONOMIC PRICE ADJUSTMENT
 FIXED PRICE/PRICE REDETERMINATION
 contract resulting from this solicitation.

FAR 52.216-19^B ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum order quantities as determined under Paragraph J.2.1.1____, 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 NO MAXIMUM ;
 - (2) Any order for a combination of items in excess of NO MAXIMUM ; or
 - (3) A series of orders from the same ordering office within NO MAXIMUM days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

FAR 52.216-22^B INDEFINITE QUANTITY (OCT 1995)

- (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 1 year from the end of the base period or end of the option period, if exercised.

DFARS 252.216-7006^B ORDERING (MAY 2011)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from _____ through _____ [insert dates].
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.
- (2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.
- (3) Orders may be issued orally only if authorized in the schedule.

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

DLAD 52.216-9009^B ESTIMATED TOTAL QUANTITY (NOV 2011)

- (a) The estimated total quantity the Government expects to order during each contract year is as follows:

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CLIN(s) QUANTITY CLIN(s) QUANTITY

See Attachment B-1

(b) In the event that this solicitation provides for a partial set-aside, the estimated total quantity for the set-aside portion is as provided in the clause entitled "Set-Aside Portion" located in Section I of the solicitation. NOTE: It is anticipated that the quantities listed will remain constant for any additional option periods as provided elsewhere in this contract.

DLAD 52.216-9010^B CONTRACT QUANTITY LIMITATIONS (NOV 2011) (TAILORED)

[X] (a) The quantity limitations on any contract resulting from this solicitation are as follows during the contract period*:

- (1) Minimum Quantity or Dollar Amount: The Government is only obligated to order a quantity sufficient to meet the minimum dollar amount. The minimum dollar amount is 1% of the contract annual demand value (ADV). The contract ADV is calculated by adding together the ADV for all NSNs on the contract. The ADV for each NSN is calculated using the offeror's contract unit prices and equals the government's estimated ADQ (as specified on Attachment B) multiplied by the offeror's contract unit price for each NSN.
- (2) Maximum Quantity or Dollar Amount: Four times the total ADV of all NSNs times 1.5 on each contract as calculated using the offeror's contract unit prices and the government's estimated ADQ as specified on Attachment B. ADV equals the estimated ADQ multiplied by the offeror's applicable contract unit price for each NSN.

The Government is obligated to order only the minimum quantity or dollar figure stated above. If this solicitation provides for a partial Small Business set-aside and the resulting award is made to a contractor receiving the set-aside and non set-aside portion, the quantities specified above for both minimum and maximum will be doubled.

*NOTE: (X) Contract period as defined in this clause means the extended contract shall be inclusive of any/all option periods. () Contract period as defined in this clause means a separate contract period for the initial basic and each option.

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration of the current contract term; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 forty-eight (48) months from the Contract Effective Date.

DLAD 52.217-9002 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS (DEC 2011)

(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

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“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 contract line-item(s) (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):

(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 without 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; and (B) has authorization from that approved source to manufacture the item, identify it

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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.

I "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.

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(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 the POT or PID does not identify]. (If the level of data in the Government’s possession and Offeror requirements for data submission are not identified in either the POT or PID or in this subparagraph (c)(3), then subparagraph (i) below applies.)

(i) No data: This Agency has no data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph I(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.

(ii) 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

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rights) and shall be used only for evaluation purposes. The Offeror must furnish the data required in subparagraph I(2) of this provision, but is not required to submit data on the exact product.

(iii) 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 I(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.

(iv) 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 I(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 of alternate product, will be identified either in the POT or PID or in paragraph I(2) of the provision at 52.217-9002. If the level of data and submission requirements are not identified in either of these locations in the solicitation, then 52.217-9002I(3)(i) applies.

(i) For solicitation numbers beginning with SPM7 or SPE7:

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

(ii) For solicitation numbers beginning with SPE4 or SP0:

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

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(iii) For solicitation numbers beginning with SPM1, SPM2, SPM3, SPM5, or SPM8:

DLA Troop Support

Attention: (see note below)

700 Robbins Avenue

Philadelphia, Pennsylvania 19111-5096

Note: The address (attention line) will change based on the 5th 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:

Defense Logistics Agency – DLA Aviation

Office of the Competition Advocate

Building 5201

Redstone Arsenal, Alabama 35898

(v) For solicitation numbers beginning with SPRPA1 of the PIIN:

DLA Philadelphia

Competition Advocate Office

700 Robbins Avenue Building 1

Philadelphia, Pennsylvania 19111-5098

(v) For Tank-Automotive and Armaments Command (TACOM) Depot Level Repairable (DLR) – DLA Land and Maritime solicitations beginning SPRDL1 of the PIIN:

Defense Logistics Agency

DLR Procurement Operations – ZG

6501 East Eleven Mile Road

Warren, Michigan 48397-5000

(vi) For Communications-Electronics Command (CECOM) DLR-DLA Land and Maritime solicitations beginning SPRBL1 of the PIIN:

Defense Logistics Agency

Depot Level Repairable (DLR) Procurement Operations

Aberdeen, Maryland 21005

(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

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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 I 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.

Contract line item number(s) (CLINS) _____ 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 commercial 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), (e), or (f) 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.

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The Agency will make every effort to determine, prior to award, the acceptability of the products offered which meet the following dollar savings threshold, and/or which have a reasonable chance to receive an award; generally, the Agency will not evaluate alternate offers not meeting the dollar threshold. The savings potential is based on the cost of evaluation 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 Federal Acquisition Regulation (FAR) clause 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 Defense Federal Acquisition Regulation Supplement (DFARS) clause 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.

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

DLAD 52.217-9007^B SURGE AND SUSTAINMENT (S&S) INSTRUCTIONS TO OFFERORS (JUL 2012) (TAILORED)

The offeror must provide a detailed approach for covering S&S requirements in the Capability Assessment Plan and, if required, a Validation/Test Plan.

a. Capability Assessment Plan (CAP):

Offerors must submit a CAP that describes the method and capability to meet the surge requirements identified as MWR and Section B of the solicitation. Offerors shall complete the eCAP online using website <http://wicap.hq.dla.mil/wicap>. Offerors shall print a copy of the CAP summary and submit as part of the proposal. Any changes to the CAP before solicitation closing date or after contract award must be done using the website identified above. Instructions, examples, and points of contact for the CAP are available on the website.

(1) For subsistence, and C&T items, use the industrial capability questionnaire tool through the SPIDERS website at <https://spiders.dla.mil/Spiders/Home.asp>.

(2) For medical items, use the Industrial Preparedness System (IPSYS) industrial capability survey tool through the DMMonline Directorate of Medical Materiel, Single Sign-on Application website at <https://dmmonline.dscp.dla.mil/registration/SiteLogin.aspx>.

b. Validation/Test Plan:

Offerors shall submit a Validation/Test Plan upon Government request. The plan must address the most cost effective way and best industry practices for evaluating the stated capability. If required, any cost associated with performing a validation/test (test plan development, testing, and testing report) will be separately priced. When possible, use statistical methods based on simulations, limited production runs, or other methods that do not require full production of the S&S requirements to conduct the validation/test. The following must be included in the validation/test plan: methodology, rating criteria (e.g., how offeror determines the stated coverage in the CAP), labor cost, material cost, and time required to conduct validation/test.

DLAD 52.217-9008^B SURGE AND SUSTAINMENT (S&S) EVALUATION (NOV 2011) – ALTERNATE I

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

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

DLAD 52.217-9012 WARSTOPPER PROGRAM MATERIAL BUFFER AVAILABILITY (MAY 2013)

DFARS 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (AUG 2012)

DLAD 52.219-9018 NOTIFICATION OF SUBCONTRACTING PLAN (NOV 2011)

When requested by the Contracting Officer, the apparent successful offeror must submit within 15 (buyer fill-in) calendar days its subcontracting plan in accordance with Federal Acquisition Regulation (FAR) clause [52.219-9](#) (for negotiated acquisitions) or [FAR 52.219-9 Alternate I](#) (for sealed bid acquisitions).

Failure to respond to the Contracting Officer's request by furnishing a subcontracting plan or evidence to establish that no subcontracting will be required for the specific purpose of performing the proposed award shall be cause for rejection of offer.

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Where a commercial product is offered and a company or division wide plan has been previously submitted and approved, the offeror shall submit a copy of the approved plan along with evidence of prior approval.

In order to facilitate and expedite the processing of a subcontracting plan when requested by the Contracting Officer, the offeror shall furnish the data elements in the same sequence as set forth in FAR [52.219-9\(d\)](#).

If the contract contains a requirement to submit an Individual Subcontract Report (ISR) or Summary Subcontract Report (SSR) to the DCMA, follow instructions for submitting a report as provided at [FAR 52.219-9](#).

FAR 52.222-1^B NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

FAR 52.222-24^B PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

FAR 52.222-29^B NOTIFICATION OF VISA DENIAL (JUNE 2003)

FAR 52.222-54 – EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

FAR 52.223-3^B HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

FAR 52.223-11^B OZONE-DEPLETING SUBSTANCES (MAY 2001)

Warning Contains (or manufactured with, if applicable) * _____ (Vendor Fill-in), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled 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.')

(Vendor Fill-in) ACT

MATERIAL (If None, Insert 'None.')

(Vendor Fill-in) ACT

MATERIAL (If None, Insert 'None.')

(Vendor Fill-in) ACT

MATERIAL (If None, Insert 'None.')

(Vendor Fill-in) ACT

DFARS 252.223-7001^B HAZARD WARNING LABELS (DEC 1991)

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

DLAD 52.223-9000^B MATERIAL SAFETY DATA SHEETS AND HAZARDOUS WARNING LABELS (NOV 2011)

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DLAD 52.223-9003^B MARKING DANGEROUS OR HAZARDOUS MATERIALS (NOV 2011)
DFARS 252.225-7013^B DUTY-FREE ENTRY (JUN 2012)

DFARS 252.225-7002^B QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2012)

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

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

DFARS 252.225-7020^B TRADE AGREEMENTS CERTIFICATE (JAN 2005)

(a) Definitions. “Designated country end product,” “nondesignated country end product,” “qualifying country end product,” and “U.S.-made end product” have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government—

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless—
 - (i) There are no offers of such end products;
 - (ii) The offers of such end products are insufficient to fulfill the Government’s requirements; or
 - (iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

- (1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.
- (2) The following supplies are other nondesignated country end products:

<u>Line Item Number</u>	<u>Country of Origin</u>	(Vendor Fill – ins)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(use continuation sheet(s) as needed)

ALTERNATE I (DEC 2010)

As prescribed in [225.1101\(5\)\(ii\)](#), substitute the following paragraphs (a), (b)(2), and (c) for paragraph (a), (b)(2), and (c) of the basic clause:

(a) *Definitions.* “Designated country end product,” “nondesignated country end product,” “qualifying country end product,” “South Caucasus/Central and South Asian (SC/CASA) state,” “South Caucasus/Central and South Asian (SC/CASA) state end product,” and “U.S.-made end product” have the meanings given in the Trade Agreements clause of this solicitation.

(b)(2) Will consider only offers of end products that are U.S.-made, qualifying country, SC/CASA state, or designated country end products unless—

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(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreement clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2)(ii) of this provision, is a U.S.-made, qualifying country, SC/CASA state, or designated country end product.

(2)(i) The following supplies are SC/CASA state end products:

(Line Item Number) (Country of Origin)

(ii) The following are other nondesignated country end products:

(Line Item Number) (Country of Origin)

DFARS 252.225-7021 TRADE AGREEMENTS (AUG 2013) and ALTERNATE I (OCT 2011)

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

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

DFARS 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

DFARS 252.225-7041^B CORRESPONDENCE IN ENGLISH (JUN 1997)

DFARS 252.225-7042^B AUTHORIZATION TO PERFORM (APR 2003)

DFARS 52.225-7048 EXPORT CONTROLLED ITEMS (JUNE 2013)

DFARS 52.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (CLASS DEVIATION 2012-O0005) (JAN 2012)

DFARS 52.225-7994 SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (CLASS DEVIATION 2012-O0005) (JAN 12)

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

FAR 52.232-17^B INTEREST (OCT 2010)

FAR 52.232-39 – UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

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

DFARS 252.232-7008^B ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)

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

DLAD 52.232-9010 ACCELERATED PAYMENTS TO SMALL BUSINESS (JUN 2012)

FAR 52.233-2^B SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 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 James K. Linard, DLA Land and Maritime-SAPD-ZBA, P.O. Box 3990 Columbus OH 43218

[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.

DLAD 52.233-9000^B AGENCY PROTESTS (NOV 2011)

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

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

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

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

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

DLAD 52.239-9000^B Y2K COMPLIANCE NOTICE (JUN 2002)

FAR 52.242-13^B BANKRUPTCY (JUL 1995)

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

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

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

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

DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

FAR 52.246-15^D CERTIFICATE OF CONFORMANCE (APR 1984) (FMS)

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

DFARS 252.246-7003^B NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)

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

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

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

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

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

DLAD 52.246-9053^B COMMERCIAL WARRANTY (SEP 2008)

DLAD 52.246-9054^B WARRANTY - ACCEPTANCE OF SUPPLIES (NOV 2011)

DLAD 52.246-9056^B WARRANTY PERIOD FOR OVERSEAS SHIPMENTS (SEP 2008)

DLAD 52.246-9066 DOCUMENTATION OF TRACEABILITY (JAN 2009)

(a) All items furnished under this contract shall be in full compliance with the item description. Items shall be new and unused; unless former Government surplus material was offered in response to the solicitation, and was evaluated and approved in accordance with 52.211-9000. Any offers of "Alternate Product" shall require evaluation in accordance with 52.217-9002.

(b) If the offeror is not identified as an approved source in the item description, the offeror shall submit traceability documentation to the Contracting Officer on or before the date that offers are due. The documentation may be mailed, faxed, or scanned and e-mailed. All traceability documentation shall be legible and unaltered. (If any documentation to be submitted by the Offeror is illegible or has been altered, the Offeror shall also submit written documentation from the approved source, or from the authorized dealer/distributor for the approved source, to verify the illegible or altered information. Documentation from the approved source, or from the authorized dealer/distributor for the approved source, shall include the following: the name and address of the approved source, or of the authorized dealer/distributor for the approved source; the date of the correspondence; and the name and phone number of the representative of the approved source, or authorized dealer/distributor for the approved source, who provided the information.) The Contracting Officer may also require or consider additional

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evidence prior to award to establish the identity of the item and its manufacturing source. Failure to provide any required documentation within the stated timeframe may result in rejection of the offer.

(c) Traceability documentation shall, at a minimum, include the following:

(1) If the offeror is an authorized dealer/distributor for an approved source for the specific item being procured by the Government, the following requirements apply:

(i) The offeror shall provide one of the following:

(A) A copy of its current dealer/distributorship agreement;

(B) A letter of authorization from the approved source; or

(C) A link to an official web site maintained by the approved source, which shall clearly identify the offeror as an authorized dealer/distributor.

(ii) By submission of documentation described in subparagraph (c)(1)(i) of this clause, the offeror represents that:

(A) The dealer/distributor relationship with the approved source applies to the specific item being procured by the Government; and

(B) If the offeror's dealer/distributor status with the approved source changes, either before or after award, the offeror shall promptly notify the Contracting Officer. Failure to provide such notification may result in rejection of offer or cancellation of award.

(2) If the offeror is not an authorized dealer/distributor for an approved source for the specific item being procured by the Government:

(i) If the offered item is "not in stock/not currently owned by the offeror" or "not yet manufactured," the following requirements apply:

(A) The offeror shall furnish a verifiable quotation from the approved source, or from an authorized dealer/distributor for the approved source.

(B) The quotation shall include the following:

(1) The item part number or designation, which shall be provided in sufficient detail to document that the item being quoted is the same as the item being procured by the Government;

(2) The quantity, which shall be sufficient to satisfy the solicitation requirement;

(3) The unit price quoted by the approved source, or by the authorized dealer/distributor for the approved source;

(4) The date of the quotation; and

(5) The name and phone number of the representative of the approved source, or of the authorized dealer/distributor for the approved source.

(C) The quotation shall be on the letterhead of the approved source, or of an authorized dealer/distributor for the approved source; or an electronic quotation, which shall be clearly identifiable as coming to the offeror from the approved source, or from an authorized dealer/distributor for the approved source.

(D) If the item will be obtained from an authorized dealer/distributor for the approved source, the offeror shall provide the information described in subparagraph (c)(1)(i) of this clause to document the authorized dealer/distributor arrangement; and the terms in subparagraph (c)(1)(ii) of this clause shall apply.

(ii) If the offered item is "shipped" or "in stock/currently owned by the offeror," the following requirements apply:

(A) The offeror shall furnish one of the following documents:

(1) The invoice received by the offeror from the approved source, or from an authorized dealer/distributor for the approved source; or

(2) The packing slip that accompanied the shipment to the offeror from the approved source, or from an authorized dealer/distributor for the approved source. The packing slip shall include a

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packing slip number. (If no packing slip number was provided, the offeror shall obtain written documentation from the approved source, or from the authorized dealer/distributor for the approved source, verifying the packing slip number. Such documentation shall include the name and address of the approved source, or of the authorized dealer/distributor for the approved source; the date of the correspondence; and the name and phone number of the representative of the approved source, or of the authorized dealer/distributor for the approved source, who provided the information.)

(B) The documentation furnished in accordance with subparagraph (c)(2)(ii)(A) of this clause shall include the following:

- (1) Date;
- (2) Name and address of the approved source, or of the authorized dealer/distributor for the approved source;
- (3) Name and phone number of the representative of the approved source, or of the authorized dealer/distributor for the approved source;
- (4) The item part number or designation, which shall be provided in sufficient detail to document that the item provided to the offeror is the same as the item being procured by the Government;
- (5) Quantity, which shall be sufficient to satisfy the solicitation requirement;
- (6) Unit price charged by the approved source, or by the authorized dealer/distributor for the approved source; and
- (7) Offeror's name and address.

(C) If the item was obtained from an authorized dealer/distributor, the offeror shall provide the information described in subparagraph (c)(1)(i) of this clause to document the authorized dealer/distributor arrangement; and the terms in subparagraph (c)(1)(ii) of this clause shall apply.

(3) If the items to be furnished are not obtained directly from an approved source, or from an authorized dealer/distributor of an approved source, the offeror shall provide documentation, as described in subparagraph (c)(2) of this clause, sufficient to establish the complete line of ownership or distribution from the approved source, or from an authorized dealer/distributor for the approved source, to the offeror.

(d) Notwithstanding any documentation provided by the offeror prior to contract award, the Government reserves the right to require additional documentation attesting to the authenticity of the material at any time before or after contract delivery.

(e) If the solicitation states that inspection and acceptance shall take place at destination, the Government reserves the right to change the place of Inspection and Acceptance to Origin and to incorporate 52.246-9004, Product Verification Testing, at time of award, with no increase in awarded unit price.

FAR 52.247-1^D COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

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

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

FAR 52.247-50^D NO EVALUATION OF TRANSPORTATION COSTS (APR 1984)

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

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

FAR 52.247-61^D F.O.B. -- ORIGIN -- MINIMUM SIZE OF SHIPMENTS (APR 1984)

FAR 52.247-65^D F.O.B. ORIGIN, PREPAID FREIGHT -- SMALL PACKAGE SHIPMENTS (JAN 1991)

DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA. (JUN 2013)

DLAD 52.247-9011^D VENDOR SHIPMENT MODULE (VSM) (NOV 2011)

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

DLAD 52.247-9056 ADDENDUM TO FAR 52.247-29 FREE ON BOARD (F.O.B.) ORIGIN (SEP 2012)

The offeror/contractor shall identify the location of origin below.

_____ Same as Offeror (the Offeror shall fill in the city and state):

_____ Other (the Offeror shall fill in the city and state):

City: _____

State: _____

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

DLAD 52.247-9029^B SHIPPING INSTRUCTIONS (NOV 2011)

DLAD 52.247-9035^D SHIPPING INSTRUCTIONS (DOMESTIC) (NOV 2011)

DLAD 52.247-9036^D SHIPPING INSTRUCTIONS (EXPORT) (NOV 2011)

DLAD 52.247-9037^D TRANS-SHIPMENT OF MATERIAL THROUGH DLA CONTAINERIZATION AND CONSOLIDATION POINTS (CCP) (NOV 2011)

DSCC 52.248-9C01^B CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (OCT 2000)

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

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

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solicitation provision may be electronically accessed at the following address(es): <http://www.dla.mil/Acquisition> and <http://farsite.hill.af.mil/>.

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

This solicitation/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/> or:

FAR: <http://acquisition.gov/comp/far/loadmainre.html>
DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>
DLAD: <http://www.dla.mil/j-3/j-3311/DLAD/DLADrev5.htm>
CLASS DEVIATIONS: http://www.acq.osd.mil/dpap/dars/class_deviations.html

FAR 52.252-5^B AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (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.

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

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorize deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

FAR 52.253-1^B COMPUTER GENERATED FORMS (JAN 1991)

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SECTION G
ATTACHMENTS

LIST OF ATTACHMENTS

- B-1** – Pricing and Delivery Spreadsheet
- B-2** – Surge & Sustainment
- C** – Procurement Item Description (PID)

Note: There are no attachments for Sections A, D, E, F, G, H, I, and J.

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SECTION H

FAR 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (AUG 2013) FAR ALTERNATE I (APR 2011) AND ADDENDA

H.1 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (AUG 2013)

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;

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(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.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

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(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

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(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable

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paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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

(i) General. The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM

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Dynamic Small Business Search database maintained by the Small Business Administration , and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

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

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

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

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

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

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(ii) It has, has not, filed all required compliance reports.

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.
COUNTRY OF ORIGIN

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 [List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.
 COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

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Other Foreign End Products:

LINE ITEM NO.
COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

LINE ITEM NO.

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

LINE ITEM NO.
COUNTRY OF ORIGIN

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(4) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.
 COUNTRY OF ORIGIN

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

LINE ITEM NO.
 COUNTRY OF ORIGIN

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(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

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(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

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

(1) Listed End Product

Listed End Product:

Listed Countries of Origin:

LINE ITEM NO.

COUNTRY OF ORIGIN

[List as necessary]

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(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

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(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

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(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

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(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

H.2 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS ALT I (APR 2011)

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

[The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

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

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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

Individual/concern, other than one of the preceding.

H.3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS

H.3.1 DFARS 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA. (AUG 1992)

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(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.* The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at [252.247-7024](#), Notification of Transportation of Supplies by Sea.

The remainder of this page intentionally left blank.

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SECTION I

FAR 52.212-1, INSTRUCTIONS TO OFFERORS COMMERCIAL ITEMS (JUL 2013) AND ADDENDA

I.1 FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUL 2013) (TAILORED)

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

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Submit the signed and dated offers to:

VIA MAIL: Defense Supply Center Columbus
DLA-Land and Maritime
ATTN: DLA Land and Maritime -BPSF (Bldg. 20, Room A2S011)
PO BOX 3990
COLUMBUS, OH 43218-3990

VIA COURIER: Lobby (Bid Box), Bldg. 20
3990 E. Broad Street
COLUMBUS, OH 43213

VIA FACSIMILE: **NOT AUTHORIZED**

Offers must be submitted at or before **3:00 PM EST** (Local Time) on [REDACTED]. Offers shall be submitted on the SF 1449 complete with all pages of this solicitation and attachments, regardless of the number of items proposed on, as specified in the solicitation. At a minimum, offers must show –

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments; and
- (10) Past performance or Experience information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information).

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the

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solicitation.

- (d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.
- (e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) *Late submissions, modifications, revisions, and withdrawals of offers.*
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation.
 - (2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
 - (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established, and the person signs a receipt for the offer.

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(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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

(i) *Availability of requirements documents cited in the solicitation.*

- (1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to
GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978
- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--
 - (i) ASSIST (<http://assist.daps.dla.mil>).
 - (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
 - (iii) ASSISTdocs.com (<http://assistdocs.com>).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—
 - (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
 - (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
 - (iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.
- (4) Non-Government (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM))

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database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

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

I.2 FAR 52.212-1 INSTRUCTIONS TO OFFERORS (ADDENDA)

- I.2.1 ALL pages of the solicitation must be completed as appropriate and returned to the bid room, regardless of the number of CLINs that are proposed on.
- I.2.2 NOTE: The period for acceptance of offers in FAR 52.212-1(c) is extended to 90 calendar days from 30 calendar days. Offers shall be valid for 90 days from the date the solicitation closes.
- I.2.3 If quoting multiple NSNs, provide the Attachment B-1 Pricing, Delivery and Packaging Spreadsheet, electronically by CD in Microsoft Excel (required) format with the proposed offer to the bid room.
- I.2.4 Addendum to FAR 52.212-1: The applicable NAICS code for this solicitation is 326211. The corresponding small business size is 1,000.

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- I.2.5 When Other Than Cost or Pricing Data is requested, information can be submitted on plain bond paper, but is preferred to be submitted on a CD (in Microsoft Word, Excel, or Adobe Acrobat format). Refer to provision FAR 52.215-20.

I.3 FAR 52.212-1 INSTRUCTIONS TO OFFERORS REGARDING EVALUATION (ADDENDA – EVALUATION INSTRUCTIONS)

- I.3.1 Offerors should thoroughly read and understand the terms and conditions contained in the solicitation. Failure to provide any information requested in the solicitation may render the Offeror’s proposal technically unacceptable and preclude it from any further consideration for contract award. Offerors should ensure that the information contained in their proposal is factual, accurate and complete. If the Government accepts the offer, it will contractually bind the successful offeror to the terms and conditions of the solicitations.
- I.3.2 In addition to price, the Government will evaluate non-price technical factors in accordance with the evaluation criteria contained in this solicitation. These factors are deemed essential in order to determine the offer that best meets the government’s needs.
- I.3.3 The following conditions shall be met in order to be eligible for award:
- I.3.3.1 The offeror must be affirmatively determined responsible according to the standards in FAR Subpart 9.1.
 - I.3.3.2 The offeror’s proposal must comply with the requirements of law, regulation, and all conditions set forth in the solicitation.
 - I.3.3.3 The offeror’s proposal must demonstrate a clear understanding of the nature and scope of work required. Failure to provide a descriptive, reasonable and complete proposal may reflect a lack of understanding of the work requirements and may result in a determination that the offeror’s proposal is unacceptable. The Government does not assume a duty to search for clarification data to cure problems or inconsistencies with an offeror’s proposal.
 - I.3.3.4 The offeror’s proposal must demonstrate how each of the minimum requirements set forth in Section H have been met.
- I.3.4 The Government is conducting a LPTA source selection in accordance with (IAW) FAR 15.101-2. All offers will be evaluated to determine technical acceptability. The award decision will be made on an NSN by NSN basis to the lowest priced offer that is determined to be technically acceptable.
- I.3.5 An acceptable proposal will be determined by an evaluation by the Government of each offeror’s proposal in accordance with Section H, below.
- I.3.5.1 Offerors may submit supporting documentation with their proposals. Supporting documentation may include, but is not limited to, annual reports, invoices, past contracts etc. Supporting documentation shall be clearly marked with an explanation of how the documentation demonstrates that the offeror meets the

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government's criteria. The Government may eliminate proposals which are not clearly marked or which do not clearly indicate how the offeror meets Government criteria.

I.3.5.2 Proposals are subject to the following page limits for each factor or sub-factor (inclusive of supporting documentation):

Factor or Sub-factor	Page Limit
Materiel Requirement	N/A – Offeror Fill-in on attachment B-1
Delivery Requirement	N/A – Offeror Fill-in on attachment B-1
Work Experience	5
Schedule Experience	5
Technical / Quality Control Plan	20
Information Technology	5
Subcontracting Plan	5
Surge & Sustainment	5

Proposal pages, to include supporting documentation shall be submitted in loose-leaf binders or folders as outlined above. The offeror's supporting documentation shall be prepared on standard 8.5 x 11-inch paper. The proposal pages shall be printed double-sided (with each side counting as a page toward the page limit as indicated in the table above), using 12-point of the offeror's chosen theme fonts, numbered, and punched with a 3-hole punch along the left margin. The offeror must ensure that printed area is readable. If offerors require fold-out pages, one fold-out page shall not exceed either 8.5 inches x 22 inches or 17 inches x 11 inches, which when folded in half will be no larger than 8.5 inches x 11 inches.

Excess pages beyond the limit may be disregarded at the Contracting Officer's discretion.

I.3.5.3 If the offeror is a wholly-owned subsidiary of another company, supporting documentation pertaining to the parent company may be submitted. Similarly, if the offeror is a successor entity (i.e. the offeror purchased another company with the requisite experience), the offeror may submit documentation pertaining to the predecessor company. In all cases in which documentation is under a name other than that of the offeror, the offeror shall submit documentation of its relationship with the named organization.

I.3.5.3.1 **Evaluation of Proposals Relying on Subcontractor Experience:**
If the offeror is relying upon the experience of a subcontractor, the offeror shall submit documentation supporting the relationship between the offeror and the subcontractor in addition to documentation demonstrating the subcontractor's technical acceptability for that evaluation factor or sub-factor. The offeror is advised that the Government will evaluate the offeror and the subcontractor together, and make a subjective evaluation of whether the offeror's proposal, when viewed in its entirety, is

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technically acceptable.

I.3.5.4 By submitting a proposal, the offeror grants the Government permission to validate and investigate the proposal and supporting documentation. The government, while under no obligation to conduct such validation and investigation, reserves the right to consider additional information discovered during the course of its efforts to validate and investigate an offeror's supporting documentation.

I.3.6 Individual NSNs will be awarded on an "All-or-None" basis.

FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

DFARS 252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (MAY 2013)

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

"System for Award Management (SAM) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

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

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

"Registered in the System for Award Management (SAM) database" means that—

- (1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and
- (2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

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(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue

Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record “Active.”

FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (Jul 2013)

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

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

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

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(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

FAR 52.209-9 - UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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SECTION J

EVALUATION – COMMERCIAL ITEMS

J.1 EVALUATION—COMMERCIAL ITEMS

J.1.1 All proposals will be evaluated to determine that the offered price(s) are fair and reasonable. Instructions for submission of proposals are in Section I. Each NSN will be awarded separately, and if one offeror is awarded more than one NSN, all of those NSNs will be awarded under a single contract.

J.1.2 An offeror must meet or exceed the minimum requirements of the following factors and sub-factors to be eligible for award:

- Materiel Requirement Factor
- Delivery Requirement Factor
- Experience Requirement Factor
 - Work Experience Sub-Factor
 - Schedule Experience Sub-Factor
- Compliance Requirement Factor
 - Technical / Quality Control Plan Sub-Factor
 - Information Technology Sub-Factor
- Subcontracting Plan Requirement Factor
- Surge and Sustainment Requirement Factor

See Section J.3 for an explanation of the factors and sub-factors listed above

J.1.3 **Evaluated Price:** The evaluated price shall be the offered price multiplied by the Government’s estimated ADQ for that NSN (as specified on Attachment B-1) multiplied by 4 (the possible number of years including the option years). Evaluation of options shall not obligate the Government to exercise the option(s).

J.1.4 Subjective judgment on the part of the Government evaluators is implicit throughout this source selection. Each factor and sub-factor will be assigned a rating of “Acceptable” or “Unacceptable” based on whether the proposal meets the basic minimum requirements described in H.3. A rating of acceptable shall be required in all factors and sub-factors in order to be considered for award. “Acceptable” is defined as meeting the RFP requirements; “Unacceptable” is defined as not meeting the RFP requirements.

J.2 GENERAL BASIS FOR AWARD

J.2.1 **All or None NSNs:** Award will be made on an all-or-none basis for each NSN or CLIN. Each all or none NSN will be awarded to the LPTA offeror.

J.2.1.1 The Government will request a minimum delivery order quantity unit price at 1 EA per NSN from each offeror. Each offeror may update pricing proposals accordingly at the FPR. The lowest price will be determined by comparing the evaluated price

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of each NSN for all offerors. See also FAR 52.216-19.

- J.2.1.2 In the event the Government receives two technically acceptable proposals for the same NSN at the same price, the Government will make an award to the offeror with the shortest delivery. If delivery times are the same, award will be made to the offeror whose proposal was received by the DLA Land and Maritime Bid Room first (as determined by the Bid Room stamp indicating the time/date of receipt).
- J.2.2 Unless expressly stated otherwise in the offeror's proposal, by submitting a proposal in response to this solicitation, the offeror represents it is submitting a binding offer to support the requirements of this solicitation.
- J.2.3 **Notice of Acceptance.** A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

J.3 EVALUATION CRITERIA FOR TECHNICAL ACCEPTABILITY

J.3.1 PART ONE – COMMODITY CRITERIA:

J.3.1.1 **Material Requirement:** The offeror must propose to provide the EXACT item requested by the Government as indicated under the item descriptions in Attachment C. If the offeror is not proposing to provide the EXACT item requested by the Government for an NSN, the offeror will not be eligible for award, unless the proposed item or items is/are added to Attachment C by Amendment prior to the date set for FPRs.

J.3.1.2 **Delivery Requirement:** The offeror must propose a delivery timeframe for each NSN that meets the government's delivery requirements as indicated in Attachment B-1 of the solicitation.

J.3.2 PART TWO – CONTRACTOR CRITERIA:

J.3.2.1 **Experience Requirement:** The Government will evaluate the offeror's Work Experience. The offeror will be evaluated as Acceptable when the following minimum experience requirements are met:

J.3.2.1.1 Work Experience – Within the last five calendar years, an offeror must demonstrate 36 consecutive months of experience manufacturing and/or distributing similar types and quantities of tires. Qualifying experience includes receiving, filling and shipping orders for similar types and quantities of tires and/or manufacturing similar types and quantities of tires.

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J.3.2.1.2 Schedule Experience – Experience complying with performance timeliness standards that are measured on a quarterly basis (or more frequently). This experience must be associated with the contract(s) relied on by the offeror to meet the Work Experience Requirement (See J.3.2.1.1). An offeror will be evaluated as Acceptable when the offeror’s demonstrated experience is recognized by the evaluation team to demonstrate consistent ability to deliver tires in accordance with performance requirements.

J.3.2.2 **Compliance Requirement:** The Government will evaluate the offeror’s compliance experience and ability. The offeror will be evaluated as Acceptable when the following minimum compliance requirements are met:

J.3.2.2.1 Technical / Quality Control Plan – The offeror shall submit a plan to address its Reliability Management system to ensure compliance with the elements of C.11 Configuration Management, C.12 Obsolescence Management, and C.13 Quality Management. Each element shall be addressed in a clearly labeled, separate plan or section of an overall plan for Reliability Management. The proposal is Acceptable when the offeror provides a plan that is recognized to demonstrate the offeror’s plan and capability to address each element and provides the assurance that the offeror will satisfy any related performance requirements.

J.3.2.2.2 Information Technology – The offeror shall submit a plan to demonstrate its ability to utilize EDI transactions as discussed in sections C.1.2 and C.18.5 (and DLAD 52.204-9001) or other, automated means for filling orders from the TSI Contractor and/or the Government. An offeror will be evaluated as Acceptable when the offeror’s demonstrated experience is recognized by the evaluation team to demonstrate the ability in using EDI or other non -manual means to receive and fill orders. Conducting business via email does not, by itself, qualify as an automated system.

J.3.3 PART THREE – OTHER CRITERIA:

J.3.3.1 **Subcontracting Plan:** Large businesses must submit a subcontracting plan. The subcontracting plan is assessed against the requirements of FAR 52.219-9 and DFARS 252.219-7003. The evaluation is for compliance with the appropriate FAR requirements and involves an assessment as to whether the goals are set at a level that the parties reasonably expect can result from the contractor expending good faith effort to use small business concerns to the maximum extent possible. If a plan is found to be inadequate, the proposal is not eligible for award.

J.3.3.2 **Surge and Sustainment:** For all NSNs offered with S&S requirements, the offeror shall submit S&S price and delivery on Attachment B-3 and shall meet all the requirements of Section B.3 and DLAD Clauses 52.217-9006, 52.217-9007,

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52.217-9010. The evaluation shall be in accordance with DLAD 52.217-9008 “Surge and Sustainment (S&S) Evaluation” (Nov 2011) – ALTERNATE I and DLAD 52.217-9009 “Surge And Sustainment (S&S) Pricing” (Nov 2011). If a plan or pricing is found to be inadequate in accordance with the above, the proposal is not eligible for award.

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