

REQUEST FOR QUOTATIONS		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1 OF PAGES 38
1. REQUEST NO. SPE4A7-13-Q-5923	2. DATE ISSUED 2013 JUN 06	3. REQUISITION/PURCHASE REQUEST NO. 0049318535	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING DO-A1
5. ISSUED BY DLA AVIATION ASC SUPPLIER OPER AE AND AF DIV 8000 JEFFERSON DAVIS HWY RICHMOND VA 23297 USA Buyer: ANETTE SMITH PARDACQ Tel: 804-279-4944 Fax: 804-279-6604 Email: ANNETTE.SMITH@DLA.MIL			6. DELIVER BY (Date) SEE SCHEDULE	
			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
8. TO:			9. DESTINATION	
			a. NAME OF CONSIGNEE See Schedule	
			b. STREET ADDRESS	
			c. CITY	
			d. STATE	e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5 ON OR BEFORE CLOSE OF BUSINESS (Date) 2013 JUN 20		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.		
11. SCHEDULE (See Continuation Sheets)				

See attached schedule to complete quote information.

Quoter must also complete the following:

- a. Quotation is valid for 90 days from date specified in Block 10 above unless otherwise indicated: _____.
- b. Prices quoted are:
 - ___ Contained in Commercial Catalog or Published Price List No. _____ dated _____ page _____.
 - ___ Contained in Internal Price List No. _____ dated _____, which may be examined at our facility.
 - ___ Commercial sales of comparable quantities: Quantity _____; Price _____; Customer _____.
 - ___ Other (provide basis) _____.
- c. FOB Point: ___ Destination _____
 ___ Origin Shipping Point (City, State) _____.
- d. If delivery period shown in Block 6 is unacceptable, provide best possible delivery: _____.
- e. Remittance Address (Name, Street, City, State, ZIP): Same as Block 13 unless otherwise indicated below:

- f. Vendor FAX Number: _____ Vendor Toll-Free Number: _____ Vendor E-mail: _____

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
					NUMBER
NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.					
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER CAGE			16. SIGNER		b. TELEPHONE
b. STREET ADDRESS					
c. COUNTY			a. NAME (Type or Print)		AREA CODE
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or Print)	
					NUMBER

"Any questions regarding this solicitation should be sent to the following mail box - avnfazcertsandquotes@dla.mil. Do not contact the person cited on quote."

FOB: DESTINATION
I/A: ORIGIN

CONTRACTOR FIRST ARTICLE TEST REQUIRED ON ONE (1) UNIT.

FIT VERIFICATION TESTING REQUIRED

REQUESTED DELIVERY SCHEDULE
FAT DUE IN 60 DAYS
FAT AND EVALUATION TIME: 30
FIT VERIFICATION: 30 DAYS
EVALUATION: 30 DAYS
PRODUCTION: 65 DAYS (AFA APPROVAL)
TOTAL DELIVERY TIME: 215 DAYS

IF UNACCEPTABLE PLEASE SPECIFY FIRST ARTICLE DELIVERY DAYS _____ AND
PRODUCTION DELIVERY DAYS _____.

IF YOU HAVE SUCCESSFULLY COMPLETED A FIRST ARTICLE TEST (FOR THE SAME PART NUMBER) WITHIN THE PAST THREE YEARS, YOU MAY SUBMIT A MATERIAL INSPECTION AND RECEIVING REPORT (DD250 FORM) WITH YOUR QUOTE TO REQUEST WAIVER OF THE FIRST ARTICLE REQUIREMENT.

IF REQUESTING A WAIVER: PROVIDE DD250'S ASSOCIATED WITH PREVIOUS CONTRACT AWARDS. ATTENTION: FAILURE TO PROVIDE PRICING AND DELIVERY ON THE FIRST ARTICLE REQUIREMENT MAY RESULT IN YOUR COMPANY BEING CONSIDERED NON-RESPONSIVE AND OFFER SUBMITTED WILL NOT BE CONSIDERED FOR AWARD.
IF YOUR COMPANY IS SUBMITTING A SURPLUS OFFER, A COMPLETE CERTIFICATION SHEET AND A COPY OF THE LABEL MUST BE SUBMITTED WITH YOUR OFFER IN ORDER TO BE CONSIDERED FOR THE SOLICITATION.

DEALERS OFFERING SURPLUS MATERIAL MUST COMPLETE SURPLUS MATERIAL CERTIFICATION (I11C01) AND SUBMIT COMPLETED FORMS NO LATER THAN THE CLOSING DATE OF THE SOLICITATION. FAILURE TO PROVIDE COMPLETED SURPLUS MATERIAL CERTIFICATION (52.211-9000) FOR EVALUATION BY SOLICITATION CLOSING DATE WILL RESULT IN YOUR COMPANY BEING CONSIDERED NON-RESPONSIVE AND OFFER SUBMITTED WILL NOT BE CONSIDERED FOR AWARD.

THIS IS A CRITICAL APPLICATION ITEM.
EXPORT CONTROL APPLIES. ALL OFFERS MUST BE JCP CERTIFIED.
CONFIGURATION CONTROL APPLIES.

OFFERORS OTHER THAN APPROVED SOURCES LISTED IN THE PID ARE REQUIRED TO PROVIDE A COMPLETE TECHNICAL DATA PACKAGE (TDP) FOR THE APPROVED AND ALTERNATE PARTS FOR EVALUATION/APPROVAL FROM THE COGNIZANT TECHNICAL/QUALITY OFFICE. FAILURE TO PROVIDE A COMPLETE TECHNICAL DATA PACKAGE (TDP) FOR EVALUATION/APPROVAL MAY RESULT IN YOUR COMPANY BEING CONSIDERED NON-RESPONSIVE AND CONSEQUENTLY NOT BEING CONSIDERED FOR AWARD.

NOTE: PHASED DELIVERY IS NOT REQUESTED, BUT ACCEPTABLE.

PLEASE PROVIDE YOUR COMPANY'S INTERNET MAILING ADDRESS AND CURRENT FAX NUMBER WITH YOUR QUOTE.

CONTINUED ON NEXT PAGE

DLA AVIATION NOTE TO 52.211-9000 GOVERNMENT SURPLUS MATERIAL
(JUL 2002)

For electronic quotes, if the information requested by Clause 52.211-9000 (Section I) cannot be submitted with your offer, it must be submitted off-line to the contracting officer prior to the solicitation closing date.

Awards citing origin inspection that authorize the furnishing of surplus material will contain a Quality Assurance Provision (QAP) S01 in lieu of the QAP (if any) specified in this solicitation. If destination inspection will apply to the award, the QAP cited in the purchase order text will apply.

A copy of surplus QAP S01 is available on the DLA Aviation Acquisition Reference List, Section 2 <http://www.aviation.dla.mil/userweb/dscrbat/qaps.htm>

DLA AVIATION NOTE TO 52.211-9000 GOVERNMENT SURPLUS MATERIAL
(JUL 2002)

SURPLUS MATERIAL IS ACCEPTABLE. Clause 52.211-9000 (Section I) restates information provided by the successful offeror in its offer.

If origin inspection is cited for this award, Quality Assurance Provision (QAP) S01 and any supplemental requirements as specified in the award apply.

If destination inspection is cited for this award, QAP S01 does not apply. Applicable QAP, if any, will be as cited in the PID.

A copy of surplus QAP S01 is available on the DLA Aviation Acquisition Reference List, Section 2 <http://www.aviation.dla.mil/userweb/dscrbat/qaps.htm>

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NOTIFICATION OF REJECTION OF UNILATERAL AWARD  
(MAR 2001)

Unless this is a bilateral award, notice of rejection as described herein is required. The Government's offer to purchase, as evidenced by this order, is made on the basis of your quotation. Although you are not legally obligated to perform on a unilateral purchase order, you should promptly notify the DLA Aviation contract administrator in writing if you do not intend to perform this order by the specified delivery date. Prompt notification means as soon after receiving notice of award as practicable given the circumstances.

FAILURE TO PROVIDE PROMPT NOTICE WILL ADVERSELY AFFECT YOUR PAST PERFORMANCE AUTOMATED BEST VALUE SYSTEM SCORE IF THIS ORDER IS LATER CANCELLED AT OTHER THAN THE GOVERNMENT'S REQUEST.

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PACKAGING AND MARKING AND REQUIREMENTS (MAR 2004)

(a) Unless stated otherwise, commercial packaging in accordance with ASTM-D-3951 is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient

for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military Air.

(b) Higher level packaging in accordance with MIL-STD-2073 is mandatory for all shipments that meet the below criteria:

- Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.
- OCONUS shipments
- FMS shipments
- Hazardous material, as cited in the AID or in the Quality Requirements Matrix.

(c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System.

(d) All items shall be marked in accordance with MIL-STD-129P. Hazardous items and shelf life items, as cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129P and the appropriate clauses cited in the appendix to the matrix and the contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.

(e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed appropriate.

NOTE: Applicable to negotiated solicitations. Offers that do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically unacceptable.

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EVALUATION AND AWARD (JULY 2012)

(a) AWARD. The Government intends to evaluate proposals and, if necessary, conduct discussions with all responsible offerors within the competitive range. The award will be made to the offeror whose proposal conforms to the terms and conditions of the solicitation and represents the best value to the Government. Therefore, award may be made to other than the lowest priced or the highest technically rated offer.

(b) RELATIVE IMPORTANCE AND TRADE-OFFS. The Government will base the determination of best value on a comparative assessment of the offerors' prices, past performance, and the other evaluation factors identified elsewhere in this solicitation. The determination of best value also considers the relative importance of the evaluation factors. All evaluation factors, when combined, are:

- [ ] significantly more important than cost or price. As other evaluation factors become more equal, the evaluated cost or price becomes more important.
- [ ] approximately equal to cost or price; or
- [ ] significantly less important than cost or price. As the evaluated cost/price becomes more equal, relative importance of all other evaluation factors becomes more significant.

The final award decision may involve a trade-off among cost or price and the non-price factors. Factors that may be considered in the trade-off process include, but are not limited to:

Item criticality and weapons system application  
Current inventory status  
Historical delivery or quality problems  
Concerns over limited supply sources and industrial base  
Benefits from obtaining new sources

(c) COST OR PRICE. The Government will evaluate the offered cost or price. The Government will add any other cost or price evaluation factors identified elsewhere in this solicitation (e.g. Buy American Act or FOB Origin transportation costs) to arrive at the offeror's evaluated cost or price. The evaluated cost or price will be used in conjunction with the other non-price factors to determine the best value to the Government.

(d) PAST PERFORMANCE. Past performance includes, but is not limited to, the offeror's record of conforming to contract requirements and standards of good workmanship; adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the customer's interest.

(i) The Automated Best Value System (ABVS) or the Past Performance Information Retrieval System - Statistical Reporting (PPIRS-SR), as applicable, will be used to evaluate quality and past performance on DLA awards (see 52.215-9022).

(ii) In addition, offerors may submit with their offer information on past and current Federal (non-DLA Aviation), State and local government and private sector contracts performed by the offeror at the proposed performance location within the last three years that are similar in nature to this acquisition. Offerors electing to submit this data must furnish at least the following information: name and address of the contracting entity; the contract number; award and completion dates; the dollar value; the contract type; the items or services provided; two references, with title and phone number; and any problems encountered and the corrective action taken by the offeror.

(iii) By submitting past performance information, the offeror agrees to permit the Government's representatives to contact the listed references and inquire of the offeror's performance. If more than three contracts are identified, the Government reserves the right to randomly select and limit its review to three contracts. In addition to the information provided, the Government may consider information obtained from other sources when evaluating the offeror's past performance. Offerors will be given the opportunity to discuss negative past performance information obtained from references if the offeror has not had a previous opportunity to comment on that information.

(iv) Offerors with no past performance history (whether internal or external to the Federal

government) will not be evaluated favorably nor unfavorably.

(e) PAST PERFORMANCE EVALUATION FACTORS. The Government will use the past performance evaluation factors marked below in addition to cost or price and other evaluation factors specified in the solicitation. Unless indicated otherwise, past performance is significantly more important than other non-price factors. Within the past performance subfactors, ABVS scores/PPIRS assessments (as applicable) will be weighed most heavily. Historical quality history and delivery schedule compliance (not captured in ABVS/PPIRS) will be weighed more heavily than the remaining past performance subfactors. All other non-price evaluation factors specified in this solicitation weigh equally, unless otherwise indicated.

- ABVS Score/PPIRS-SR Assessments  
(52.215-9022)
- PPIRS-SR Assessments (52.215-9003)  
(EProcurement)
- PPIRS-RC Assessments
- Historical Quality (not captured in ABVS/PPIRS)
- Historical Delivery Schedule Compliance (not  
captured in ABVS/PPIRS)
- ABILITYONE (52.215-9005)
- Mentoring Business Agreements (MBA)  
(52.219-9003)
- Other (specify):

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ALTERNATE EVALUATION AND AWARD (MAY 2009)

(e) QUOTED DELIVERY. The Government will evaluate the offeror's compliance with the delivery schedule specified in the solicitation. Quoting a greater number of days delivery than requested under the solicitation will result in the quote being evaluated less favorably than a quote meeting the requested delivery schedule. There will be no evaluation preference for offered delivery which is earlier than the requested delivery schedule.

(f) NON-PRICE FACTORS. Quoted delivery and past performance will be evaluated equally, unless indicated otherwise below.

- Quoted Delivery is weighed more heavily than past performance.
- Past Performance is weighed more heavily than quoted delivery.

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CONFIGURATION CONTROL (JUN 2003)

NOTICE TO CONTRACTORS: The requirements of this clause are identified to MIL-STD-973. DLA Aviation will continue to reference MIL-STD-973 in solicitations and contracts until implementation of DLA configuration

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control requirements. The full text of MIL-STD-973 is available at:

<http://www.aviation.dla.mil/userweb/dscrbat/qaps.htm>

(a) When configuration management control is cited in the Procurement Item Description, the furnished item(s) shall conform to the approved configuration requirements/revision specified unless a variation is processed and approved as provided for at (b) below.

(b) Variations shall be identified and approval obtained in accordance with MIL-STD-973 dated 17 APR 92, with Interim Notice 3 dated 12 JAN 95 as follows:

(1) Process an Engineering Change Proposal for any changes to the approved configuration in accordance with Paragraph 5.4.2 and Subparagraphs thereto and APPENDIX D, except that Subparagraphs 5.4.2.3.1, 5.4.2.3.5.1, and 5.4.2.3.5.2 do not apply.

(2) Process requests for deviation from the approved configuration in accordance with Paragraph 5.4.3 and Subparagraphs thereto and APPENDIX E.

(3) Process requests for waiver from the approved configuration in accordance with Paragraph 5.4.4 and Subparagraphs thereto and APPENDIX E.

(4) Process requests for parts substitution from the approved configuration in accordance with Paragraph 5.4.5 and Subparagraphs thereto.

(5) Process Specification Change Notices in accordance with Paragraph 5.4.6 and Subparagraphs thereto and APPENDIX F.

(6) Process Notices of Revision (NORS) in accordance with Paragraph 5.4.7 and APPENDIX G.

(7) Process configuration control (short form procedure) in accordance with Paragraph 5.4.8 and Subparagraphs thereto and APPENDIX D.

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TIME OF DELIVERY - INCREMENTAL DELIVERY (NOV 2011)

(a) Offers in response to this solicitation will be evaluated as specified in the solicitation.

Delivery

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

ITEM NO.	QUANTITY	REQUIRED DELIVERY SCHEDULE	WITHIN NO. DAYS AFTER DATE OF AWARD

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

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

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| OFFEROR'S PROPOSED DELIVERY SCHEDULE

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

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

SECTION B

SUPPLIES/SERVICES: 1560-01-494-8188

ITEM DESCRIPTION:

FAIRING, AIRCRAFT
SIKORSKY AIRCRAFT, CAGE 78286
DWG 70205-06052 REV "AP" 11NOV10
AMCOM CAGE 81996 PROCUREMENT PACKAGE
70205-06052A REV "B" DTD 27APR11 &
SS70205-06052A REV "B" DTD 22APR11
P/N 70205-06052-067
SOURCES:
HELICOMB INTERNATIONAL INC.SYSTEMS CORP, CAGE 6W159

DIGITAL MYLAR DATA EXISTS FOR THIS NSN, AND WILL BE INCLUDED IN THE TECHNICAL DATA PACKAGE PROVIDED BY DLA. IF UNABLE TO USE THE DATA IN THE DIGITAL FORMAT PROVIDED, THE CONTRACTOR WILL BE RESPONSIBLE FOR HAVING THE DATA CONVERTED TO THE NECESSARY FORMAT (I.E. MYLAR FILM), THROUGH A THIRD PARTY AND BEAR THE ASSOCIATED COSTS WHEN CONVERTING FROM DIGITAL TO STABLE BASED FORMAT, THE DIGITAL MYLAR SHALL BE PLOTTED ON STABLE BASE MATERIAL, WHILE MAINTAINING THE DIMENSIONAL ACCURACY DEMANDS OF THE UNDIMENSIONED DRAWING.

THIS INCLUDES BUT IS NOT LIMITED TO: VERIFY THE PLOT OF THE MYLAR(S) FOR DIMENSIONAL ACCURACY AS OUTLINED IN ASME Y14.31. ACCURACY SHALL BE DETERMINED VERTICALLY, HORIZONTALLY AND DIAGONALLY. ENSURE THAT THE INDIVIDUAL GRID UNITS ARE WITHIN THE TOLERANCE OF (+,-) 0.005 INCHES AND (+,-) 0.007 INCHES DIAGONALLY. TOTAL GRID TOLERANCE SHALL BE (+,-) 0.010 INCHES AND (+,-) 0.014 INCHES DIAGONALLY. DRAWINGS WITH DIMENSIONAL ACCURACY POINTS SUCH AS TRAMMEL POINTS SHALL BE MEASURED TO WITHIN CENTERLINE (+,-) 0.010 INCHES AND (+,-) 0.014 INCHES DIAGONALLY. REGISTRATION MARKS SUCH AS THOSE USED ON CIRCUIT CARDS SHALL BE MEASURED TO WITHIN (+,-) 0.005 INCHES AND (+,-) 0.007 INCHES DIAGONALLY.

Contractor first article/preproduction approval testing required. Use DI-NDTI-80809B in preparation of the first article report. Current revision of MIL-HDBK-831 may also be used for report format guidance. First article testing shall be conducted IAW applicable drawings and drawing notes, specification, engineering instructions and specific requirements set forth in the contract. Additionally, 100% dimensional characteristics check shall be performed and results provided to the contracting officer. The first article offered must be manufactured at the facilities in which production quantities are procured under the contract. Contractor shall provide a statement along with objective evidence that test and production items meet the material and process requirements of the contract. If applicable, DD form 1423 documentation shall be provided as required. Unless F.A.T sample(s) is degraded or destroyed in testing or submitted for government fit, form, function verification (when specified by contract), the F.A.T. samples(s) may be deliverable with the last production run of the contract. Additional Wide Area Workkflow (WAWF) instructions for contractor first article test CLIN: The contractor shall code the receiving report for contractor first article test CLIN in WAWF as follows: Inspection at origin (source)- Enter the DCMA DODAAC listed on page 1 of the contract. Acceptance at destination- Enter the issue by office DODAAC listed Ship to code- Enter the issue by office DODAAC listed on page 1 of the

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SECTION B

SUPPLY/SERVICE: 1560-01-494-8188 CONT'D

contract.

This NSN has additional requirements for FIT check.

The location of the FIT Check will be provided to the Supplier upon completion of the Review of the First Article Test Report.

The Location and detailed requirements for the Samples to be sent will be provided by the PCO to the Supplier.

In the event that the FAT is WAIVED and the FIT check is still REQUIRED; The Supplier is to notify the PCO 14 days prior to #ready to ship# in order to obtain the location and detailed requirements for the FIT samples to be sent.

.MYLAR LT70205-06052

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IDENTIFY TO:

MARK I/A/W AMCOM PROCUREMENT PACKAGE.

CONFIGURATION CONTROL APPLIES. SEE CLAUSE

52.246-9G36 (SECTION I).

...NOTE: IUID MARKING IS REQUIRED...

SAMPLING:

1. SAMPLING FOR INSPECTION AND TESTING SHALL BE IAW ANSI/ASQ Z1.4-2008, DATED JAN 1, 2008. ANY ALTERNATE PLAN MUST BE APPROVED BY THE PCO. A SAMPLING PLAN THAT ACCEPTS ON ZERO DEFECTS IS REQUIRED

2. ANY DEFECTIVE ITEM DISCOVERED DURING INSPECTION MAY BE CAUSE FOR REJECTION OF THE ENTIRE CONTRACT QUANTITY.

DSCR MAY NOT HAVE AN APPROVED BIDSET FOR THIS NSN.

CRITICAL APPLICATION ITEM

SIKORSKY AIRCRAFT CORPORATION 78286 P/N 70205-06052-067
HELICOMB INTERNATIONAL, INC. 6W159 P/N 70205-06052-067

IAW REFERENCE DRAWING NR 78286 SS8776
REVISION NR 7 DTD 07/19/1996
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8888
REVISION NR 7 DTD 11/19/2008
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS7071
REVISION NR 7 DTD 06/22/1978
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8620

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SECTION B

SUPPLY/SERVICE: 1560-01-494-8188 CONT'D

REVISION NR 3 DTD 10/27/2006
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8799
REVISION NR 5 DTD 05/19/1989
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS9122
REVISION NR 13 DTD 08/10/2010
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS1026
REVISION NR 2 DTD 04/09/1999
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS7039
REVISION NR 20 DTD 07/29/1991
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS7114
REVISION NR 4 DTD 03/30/1994
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8423
REVISION NR 5 DTD 07/08/1996
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8481
REVISION NR DTD 11/01/1967
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8640
REVISION NR 18 DTD 04/24/2009
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8654
REVISION NR 11 DTD 02/20/1998
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8693
REVISION NR 4 DTD 01/04/2010
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8693
REVISION NR 4 DTD 07/11/2002
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8752
REVISION NR 11 DTD 01/14/2011
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8799
REVISION NR 5 DTD 03/07/1988

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SECTION B

SUPPLY/SERVICE: 1560-01-494-8188 CONT'D

PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS9581
REVISION NR 6 DTD 07/10/1996
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS9583
REVISION NR 11 DTD 07/12/1996
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 81996 TI-STD15
REVISION NR D DTD 11/03/2008
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS3000
REVISION NR 4 DTD 08/25/1992
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8620
REVISION NR 3 DTD 07/15/1996
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS9517
REVISION NR 1 DTD 07/22/1996
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS9588
REVISION NR 5 DTD 07/26/1996
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8888
REVISION NR 7 DTD 05/20/2010
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS7072
REVISION NR 16 DTD 04/01/1997
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS9517
REVISION NR 1 DTD 01/06/1987
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS7007
REVISION NR 17 DTD 08/05/2008
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS7071
REVISION NR 7 DTD 07/25/1995
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS5072
REVISION NR 8 DTD 08/11/1992
PART PIECE NUMBER:

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SECTION B

SUPPLY/SERVICE: 1560-01-494-8188 CONT'D

IAW REFERENCE DRAWING NR 78286 SS8630
REVISION NR 22 DTD 11/20/2002
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8630
REVISION NR 22 DTD 05/08/2009
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8640
REVISION NR 18 DTD 08/25/2010
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8654
REVISION NR 11 DTD 12/18/1998
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS7007
REVISION NR 17 DTD 05/01/2007
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8622
REVISION NR 5 DTD 11/07/2003
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8776
REVISION NR 7 DTD 03/07/2000
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8423
REVISION NR 5 DTD 01/29/2007
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS9122
REVISION NR 13 DTD 12/16/2008
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS9230
REVISION NR 1 DTD 08/09/2000
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS9612
REVISION NR 8 DTD 01/15/2004
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS3000
REVISION NR 4 DTD 06/27/1997
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS1027
REVISION NR 7 DTD 09/29/2006
PART PIECE NUMBER:

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SUPPLY/SERVICE: 1560-01-494-8188 CONT'D

IAW REFERENCE DRAWING NR 78286 SS8486
REVISION NR 11 DTD 03/07/2000
PART PIECE NUMBER:IAW REFERENCE DRAWING NR 78286 SS8486
REVISION NR 11 DTD 07/11/1996
PART PIECE NUMBER:IAW REFERENCE DRAWING NR 78286 SS9591
REVISION NR 1 DTD 08/05/1981
PART PIECE NUMBER:IAW REFERENCE DRAWING NR 78286 70205-06052/1
REVISION NR DTD 08/01/1977
PART PIECE NUMBER:IAW REFERENCE DRAWING NR 78286 LT70205-06052/4
REVISION NR DTD 08/01/1977
PART PIECE NUMBER:IAW REFERENCE DRAWING NR 78286 LT70205-06052/6
REVISION NR DTD 08/01/1977
PART PIECE NUMBER:IAW REFERENCE DRAWING NR 78286 SS5100
REVISION NR 36 DTD 06/11/2010
PART PIECE NUMBER:IAW REFERENCE DRAWING NR 78286 70205-06052
REVISION NR CH DTD 02/02/2011
PART PIECE NUMBER:IAW REFERENCE DRAWING NR 78286 70205-06052
REVISION NR DW DTD 04/25/2012
PART PIECE NUMBER:IAW REFERENCE DRAWING NR 78286 SS9460
REVISION NR 4 DTD 11/02/2004
PART PIECE NUMBER:IAW REFERENCE DRAWING NR 78286 70205-06052
REVISION NR AP DTD 11/11/2010
PART PIECE NUMBER: 70205-06052-067IAW REFERENCE DRAWING NR 78286 SS9208
REVISION NR 49 DTD 06/22/2007
PART PIECE NUMBER:IAW REFERENCE DRAWING NR 78286 SS9141
REVISION NR 5 DTD 10/13/2009
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS9208

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SECTION B

SUPPLY/SERVICE: 1560-01-494-8188 CONT'D

REVISION NR 49 DTD 03/31/2010
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8798
REVISION NR 13 DTD 11/22/2010
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8622
REVISION NR 5 DTD 05/15/2009
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS9612
REVISION NR 8 DTD 01/04/2010
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS9612
REVISION NR 8 DTD 03/06/2012
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8630
REVISION NR 22 DTD 01/04/2010
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS9230
REVISION NR 1 DTD 01/04/2010
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS9574
REVISION NR 3 DTD 03/17/2008
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS9574
REVISION NR 3 DTD 07/23/2010
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8622
REVISION NR 5 DTD 01/04/2010
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS9460
REVISION NR 4 DTD 02/08/2006
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS9460
REVISION NR 4 DTD 01/04/2010
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 81996 70205-06052A
REVISION NR B DTD 04/27/2011
PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 81996 70205-06052B
REVISION NR DTD 05/27/2009

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SECTION B

SUPPLY/SERVICE: 1560-01-494-8188 CONT'D

PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 81996 SS70205-06052A

REVISION NR B DTD 04/22/2011

PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8669

REVISION NR 20 DTD 12/17/2009

PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS8669

REVISION NR 20 DTD 06/24/2010

PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS9226

REVISION NR 3 DTD 09/21/2010

PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 78286 SS9141

REVISION NR 5 DTD 10/13/2009

PART PIECE NUMBER:

IAW REFERENCE DRAWING NR 81996 70205-06052-067

REVISION NR DTD 05/09/2013

PART PIECE NUMBER:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	1560-01-494-8188 FAIRING,AIRCRAFT	19.000	EA	\$ _____	\$ _____

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: DESTINATION DELIVERY DATE: 215 DAYS ADO

PREP FOR DELIVERY:

PKGING DATA-QUP:001

SHALL BE PACKAGED IN ACCORDANCE WITH HAZARDOUS
MATERIALS PACKAGING REQUIREMENTS.

PACKAGING: PACKAGING FOR HAZARDOUS MATERIALS

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SECTION B

SUPPLY/SERVICE: 1560-01-494-8188 CONT'D

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

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

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

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

Markings Paragraph

For all shipments of packaged materiel to the government, which includes either Depot (DLA-Direct) or DVD (Customer-Direct) shipments, both DoD linear and two-dimensional (2D) bar code markings are required on Military Shipping Labels in accordance with MIL-STD-129, Revision P, dated December 15, 2002 (but see DLAD 52.211-9010(D) for exceptions to the requirement for MSL and 2D symbols). See the DLA packaging web site identified in DLAD 52.211-9010(E) for change

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SECTION B

SUPPLY/SERVICE: 1560-01-494-8188 CONT'D

notices to MIL-STD-129P that apply. 2D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. Shipping label stock quality shall meet MIL-PRF-61002. Bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9010(C). Except for the Transportation Control Number (TCN), which must always be present on the Military Shipping Label, when the contract/order omits any other data elements as defined in MIL-STD-129P and if the information is not available from the Administrative Contracting Office, then the field is not required as part of the Military Shipping Label and may be left blank. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

PARCEL POST ADDRESS:

W25G1U
 WLBG DLA DISTRIBUTION
 DDSP NEW CUMBERLAND FACILITY
 2001 NORMANDY DRIVE DOOR 113 TO 134
 NEW CUMBERLAND PA 17070-5002
 US

SUPPLIERS SHOULD ACCESS DPMS AT [HTTPS://VSM.DISTRIBUTION.DLA.MIL](https://vsm.distribution.dla.mil), OR CALL 1-800-456-5507 FOR TRANSPORTATION AND SHIPPING ASSISTANCE.

FREIGHT SHIPPING ADDRESS:

W25G1U
 WLBG DLA DISTRIBUTION
 DDSP NEW CUMBERLAND FACILITY
 2001 NORMANDY DRIVE DOOR 113 TO 134
 NEW CUMBERLAND PA 17070-5002
 US

Contractor First Article Test with Test

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	0001 - S0000053	1.000	EA	\$ _____	\$ _____

PRICING TERMS: Firm Fixed Price

This line item signifies the First Article Test requirement (FAT). See clauses for information concerning the FAT requirement. Offers that do not cite a price for this line item shall be evaluated under the

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SECTION B

SUPPLY/SERVICE: 0001-S00000053 CONT'D

assumption that there is no separate charge for the FAT. In the event the FAT requirement is waived, no award will be made for this line item .

FOB: DELIVERY DATE:

PREP FOR DELIVERY:

Not Applicable

Government Fit Verification Test

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	0001 - S00000060	1.000	EA	\$ _____	\$ _____

PRICING TERMS: Firm Fixed Price

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: DESTINATION

FOB: DESTINATION DELIVERY DATE:

PREP FOR DELIVERY:

Not Applicable

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0001	0049318535	0001	N/A	N/A	N/A	05/15/2014
0002	N/A	N/A	N/A	N/A	9907	N/A
0003	N/A	N/A	N/A	N/A	N/A	N/A

SECTION D - PACKAGING AND MARKING

252.211-7006 RADIO FREQUENCY IDENTIFICATION (SEP2011) DFARS

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

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

- (A) Subclass of Class I – Packaged operational rations.
- (B) Class II – Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
- (C) Class III – Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV – Construction and barrier materials.
- (E) Class VI – Personal demand items (non-military sales items).
- (F) Subclass of Class VIII – Medical materials (excluding pharmaceuticals, biologicals, and reagents – suppliers should limit the mixing of excluded and non-excluded materials).

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

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

- (A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to—
- (B) The following location(s) deemed necessary by the requiring activity:

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

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

- (i) Shipments of bulk commodities.
- (ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.
- (c) The Contractor shall—
 - (1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;
 - (2) Use passive tags that are readable; and
 - (3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.
- (d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.
 - (1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.
 - (2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.
 - (3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).
- (e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS [252.232-7003](#), Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY-STANDARD (MIL-STD) 129P (MAR 2012) DLAD

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

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

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

SECTION E - INSPECTION AND ACCEPTANCE

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

(a) Part number (P/N) changes. Part number changes are acceptable only when the offeror completes the following verification:
The offeror represents that the P/N requested in the solicitation has been changed from CAGE _____,

P/N _____ to

P/N _____

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

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

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

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

	Title	Number	Date	Tailoring
<input type="checkbox"/>	ANSI/ISO/ASQC Q9001-2000 OR EQUIVALENT			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				

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

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

52.246-9003 MEASURING AND TEST EQUIPMENT (NOV 2011) DLAD

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

- (a) Inspection and Acceptance are at Origin.
- (b) The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.
- (c) **The Offeror shall indicate below the location where supplies will be inspected:**

Supplies:
Plant:

Commercial and Government Entity (CAGE) Code:

Street:
_____**City/State/Zip:**
_____**Applicable to contract line-item(s) (CLIN(s)):**
_____**(d) The Offeror shall indicate below the location where packaging will be inspected:****Packaging:** Same as for supplies, or,**Plant:**
_____**Cage Code:**
_____**Street:**
_____**City/St/Zip:**
_____**Applicable to clin(s):**

52.246-9019 MATERIAL AND INSPECTION REPORT (APR 2008) DLAD**SECTION F - DELIVERIES OR PERFORMANCE****52.211-16 VARIATION IN QUANTITY (APR 1984) FAR**

(b) The permissible variation shall be limited to:

0 Percent increase

0 Percent decrease

This increase or decrease shall apply to ALL .

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR**52.242-15 STOP-WORK ORDER (AUG 1989) FAR****52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR****52.247-34 F.O.B. DESTINATION (NOV 1991) FAR****52.247-48 F.O.B. DESTINATION - EVIDENCE OF SHIPMENT (FEB 1999) FAR****52.247-9016 F.O.B. DESTINATION CONTRACTOR TRANSSHIPMENT (NOV 2011) DLAD****52.247-9031 MANUFACTURER'S LOADING PRACTICES (NOV 2011) DLAD****52.247-9035 SHIPPING INSTRUCTIONS (DOMESTIC) (NOV 2011) DLAD**

Mail instructions (not applicable to Army Post Office (APO) or Fleet Post Office (FPO) addresses):

(a) Route domestic shipments within mail limitations as follows based on the transportation priority (TP) reflected in the "mark for" data with each contract line item number (CLIN). Commercial small parcel carrier (e.g., United Parcel Service (UPS) or Federal Express) is an acceptable mode of shipment to domestic addresses.

(1) Ship all NMCS, 777, and 999, regardless of TP or distance, by commercial small parcel carrier.

(2) Ship TP 1 and 2 (IPD 01-08) by priority mail or most economical comparable mode.

(3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by surface parcel post (Fourth Class) or most economical comparable mode.

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- (4) The cost of parcel post insurance will not be paid by the Government.
- (b) Freight instructions (domestic).
- (1) Ship all NMCS, 777, and 999, regardless of TP or distance by commercial small parcel carrier.
- (2) For TP 1 and 2 (IPD 01-08) weighing under 250 pounds, use air freight and specify air on the invoice. Exceptions: if destination is within 600 miles of origin, use regular surface transportation.
- (3) For all other freight shipments, contact the cognizant transportation officer for delivery and carrier routing instructions.
- (4) Advance telephonic notice of delivery must be given by the carrier to the consignee's transportation officer (transport control/prelodge desk) at least 24 hours prior to delivery of freight shipments (other than small parcels). Bills of lading must be annotated to reflect this requirement. Addresses for direct shipments within the contiguous United States (CONUS) and Canada are shown "in the clear" with each individual CLIN on schedule continuation sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on schedule continuation sheet(s) in each order.
- (End of Clause)

52.247-9038 SHIPPING INSTRUCTION FOR DLA DIRECT ACQUISITIONS (NOV 2011) DLAD**SECTION H - SPECIAL CONTRACT REQUIREMENTS****52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011) DLAD****SECTION I - CONTRACT CLAUSES****252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS****252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009) DFARS****52.204-07 CENTRAL CONTRACTOR REGISTRATION (AUG 2012) FAR****52.204-13 CENTRAL CONTRACTOR REGISTRATION MAINTENANCE (DEC 2012) FAR****252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS****252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (FEB 2013) DFARS****252.204-7008 EXPORT-CONTROLLED ITEMS (APR 2010) DFARS****52.209-03 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (SEP 1989) FAR**

(a) The Contractor shall test 1 unit(s) of Lot/Item 1560014948188 as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 60 calendar days from the date of this contract to
DLA AVIATION

ATTN: FAW POST AWARD ADMIN
8000 JEFFERSON DAVIS HWY
RICHMOND VA 23297

[insert address of the Government activity to receive the report] marked "First Article Test Report: Contract No. , Lot/Item No. " Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

52.209-03 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (SEP 1989), ALT I (JAN 1997) FAR**52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (DEC 2010) FAR**

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52.209-9017 FIRST ARTICLE – CONTRACTOR TESTING – ADDITIONAL REQUIREMENTS (NOV 2011) DLAD

(a) For the Lots/Items identified in this contract as requiring “Contractor First Article Test (FAT) (including test report)” in accordance with the clause at FAR 52.209-3, the Contractor shall—

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

(2) Provide all facilities, equipment and personnel required to perform the examination and evaluation of the first article when first article testing will be conducted at the Contractor’s plant. The Government reserves the right to charge the Contractor for any additional costs of examination and evaluation caused by failure of the Contractor to make available the first article or the required facilities, equipment or personnel, at the time the Contractor advised the testing would take place (see paragraph (a) of the clause at FAR 52.209-3).

(3) Prepare and disseminate the First Article Test Report as follows:

(i) Prepare the Test Report in accordance with Data Item Description DI-NDTI-80809B, entitled, “Test/Inspection Report;”

(ii) Mark the Test Report, “First Article Test Report – Contract Number: _____ and Lot/Item Number: _____;”

(iii) Present the test report to the inspecting activity quality assurance representative (QAR) for review. The QAR will –

(A) Prepare recommendations;

(B) Countersign the first article report;

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

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

(1) For awards issued by DLA Land and Maritime

DLA Land and Maritime FAT Monitor, BPI

Post Office (P. O.) box 3990

Columbus, Ohio 43218-3990

(2) For awards issued by DLA Troop Support:

(i) DLA Troop Support

Attention: First Article Testing Monitor

Building 3

700 Robbins Avenue

Philadelphia, Pennsylvania 19111; or

(ii) For acquisitions of Clothing and Textile (C&T) items, Medical and Subsistence items, and Meal, Ready-To-Eat (MRE) and Tray Pack Items, the Contracting Officer, who acts as FAT/Testing Monitor;

(3) For awards issued by DLA Aviation:

DLA Aviation

Test Coordinator Office

8000 Jefferson Davis Highway

Richmond, Virginia 23297-5516

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

Commanding Officer

Naval Surface Warfare Center

Code 954, Building 77L,

Philadelphia Business Center, Carderock Division

Philadelphia, Pennsylvania 19112-5083

Telephone: (215) 897-1146

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

Commander

Naval Sea Systems Command, Sea 05M3

1333 ISAAC Hull Avenue, SE Stop 5160

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

Telephone: (202) 781-3729

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

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

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

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

(b) The Contractor shall enter an offered price in the CLIN for “Contractor First Article Test (FAT) (including test report)” that includes all costs associated with the production and testing of the first articles and the preparation of the First Article Test Report. Offers that do not cite a separate price for the “Contractor First Article Test (FAT) (including test report)” CLIN, or do not specify there is a separate

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charge for the "Contractor First Article Test (FAT) (including test report)" shall be evaluated under the presumption that there is no separate charge for the production and testing of the first articles and the preparation of the First Article Test Report.
(End of Clause)

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

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

- (1)(i) Source has manufactured the product within the last five (5) years; or
- (ii) Identical or similar supplies were previously furnished by the Offeror within the past three (3) years and approved by the Government:

(A) Contract Number(s): _____

Date(s): _____

Issuing Government Agency(ies): _____

ALTERNATIVE PRICES OFFERED IF FIRST ARTICLE TESTING REQUIREMENT IS WAIVED:

ITEM NUMBER: _____

PRICE: _____

52.209-9024 GOVERNMENT FIT VERIFICATION TESTING (SEP 2008) DLAD

52.209-9025 GOVERNMENT FIT VERIFICATION TESTING APPROVAL (SEP 2008) DLAD

(a) The Contractor shall deliver [Contracting Officer insert number of units] units of Lot/Item 1560014948188 [Contracting Officer insert Lot/Item number] within 30 [Contracting Officer insert number of days]calendar days from the date of this contract to the Government at

[Contracting Officer insert name and address of testing facility] for the purpose of fit verification testing.

(b) Any packages containing Government fit verification testing units shall be marked in bold letters, below and to the left of the address, as follows:

GOVERNMENT FIT VERIFICATION UNITS

Contract Number: [Contractor insert contract number]

Lot/Item No: [Contractor insert Lot/Item No.]

(c) Within 30 [Contracting Officer insert number of days] calendar days after the Government receives the units for testing on the aircraft, the Contracting Officer shall notify the Contractor, in writing, of the results of Government fit verification testing, e.g., approval, conditional approval or disapproval. The notice of approval or conditional approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

52.211-05 MATERIAL REQUIREMENTS (AUG 2000) FAR

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2011) DFARS

(1) The Contractor shall provide a unique item identifier for the following:

- (i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.
- (ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number / Item Description

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number .

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

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

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

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

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

252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010) DFARS

52.211-9000 GOVERNMENT SURPLUS MATERIAL (NOV 2011) DLAD

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

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

Yes [] No []

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

Yes [] No []

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

Yes [] No [] Unknown []

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

Yes [] No [] Unknown []

The material was manufactured by:

(Name)

(Address)

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

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

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

Other Source	Address	Date Acquired (Month, Year)

--	--	--

(3) The material has been altered or modified.
Yes [] No []
 If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. **Yes [] No []**
 If yes, (i) the price offered includes the cost of reconditioning/refurbishment.
Yes [] No []; and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components.
Yes [] No []

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

(5) The material has data plates attached. **Yes [] No []**
 If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. **Yes [] No []**
 (If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

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

Part Number	Other Markings/Data

(7) The Offeror has supplied this same material (National Stock Number) to the Government before.
Yes [] No []
 If yes, (i) the material being offered is from the same original Government contract number as that provided previously.
Yes [] No []; and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency	Contract Number

(8) The material is manufactured in accordance with a specification or drawing.
Yes [] No []
 If yes, (i) the specification/drawing is in the possession of the Offeror. **Yes [] No []**;
 and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer.
Yes [] No []

Specitication/Drawing Number	Revision (if any)	Date

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects.
Yes [] No []
 If yes, (i) Material has been re-preserved. **Yes [] No []**;
 (ii) Material has been repackaged. **Yes [] No []**;
 (iii) Percentage of material that has been inspected is _____% and/or number of items inspected is _____; and (iv) a written report was prepared. **Yes [] No []** If yes, the Offeror has attached it or forwarded it to the Contracting Officer. **Yes [] No []**
 (d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.
 (e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):
[] For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DLA Distribution Services 1427, Notice of Award, Statement and Release Document.

For DLA Distribution Services **Commercial Venture (CV) Sales**, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

For DLA Distribution Services **Recycling Control Point (RCP) term sales**, the statement of account or billing document.

For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DLA Distribution Services Form 1427.

When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. **Yes [] No []**)

When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government.

Describe and/or attach.

- 52.211-9002 PRIORITY RATING (NOV 2011) DLAD
- 52.211-9014 CONTRACTOR RETENTION OF TRACEABILITY DOCUMENTATION (OCT 2008) DLAD
- 52.211-9019 REDUCED DELIVERY SCHEDULE APPLIES WHEN FIRST ARTICLE TESTING REQUIREMENTS ARE WAIVED (SEP 2008) DLAD
- 52.211-9052 NOTIFICATION TO GOVERNMENT OF AND CONTEMPLATED PRODUCTION PHASE-OUT (NOV 2011) DLAD
- 52.215-08 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR
- 52.219-28 POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012) FAR

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

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

Signature: _____
Date: _____
Title: _____
 (End of clause)

- 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (MAR 2012) FAR
- 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (OCT 2010) FAR
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) FAR
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007) FAR
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007), ALT I (FEB 1999) FAR

As prescribed in 22.810(e), add the following as a preamble to the clause:
 Notice: The following terms of this clause are waived for this contract:

[Contracting Officer shall list terms].

- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010) FAR

52.222-50 COMBATTING TRAFFICKING IN PERSONS (FEB 2009) FAR
52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009), ALT I (AUG 2007) FAR

 (B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title:	Document may be obtained from:	Applies performance to in/at:

[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the U.S. to which the document applies.]

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) FAR
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) FAR
252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JUN 2012) DFARS
252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (JUN 2012) DFARS
252.225-7036 BUY AMERICAN - FREE TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM (NOV 2012) DFARS
52.229-9000 KENTUCKY SALES AND USE TAX EXEMPTION (DEC 1984) DLAD

Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption FG-VA-100. No amounts for this tax should be included in bids/offers.
 (End of clause)

52.232-01 PAYMENTS (APR 1984) FAR
52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR
52.232-11 EXTRAS (APR 1984) FAR
52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) FAR
52.232-25 PROMPT PAYMENT (OCT 2008) FAR
52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (AUG 2012) (DEVIATION)

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

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) DFARS
252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS
52.232-9010 ACCELERATED PAYMENTS TO SMALL BUSINESS (JUN 2012) DLAD
52.233-01 DISPUTES (JUL 2002) FAR
52.233-03 PROTEST AFTER AWARD (AUG 1996) FAR
52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR

52.243-01 CHANGES - FIXED PRICE (AUG 1987) FAR**252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS****52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010) FAR****52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003) FAR**

*** *

(b) Contractor's obligations.

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

*** *

(c) Remedies available to the Government.

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

*** *

52.246-9043 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (NON-MANUFACTURERS) (NOV 2011) DLAD**52.246-9066 DOCUMENTATION OF TRACEABILITY (JAN 2009) DLAD****52.248-01 VALUE ENGINEERING (OCT 2010) FAR**

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

Contract Type : _____

Incentive (Voluntary) : _____

Program Requirement (Mandatory) : _____

Instant Contract Rate

Concurrent and Future Contract Rate : _____

Instant Contract Rate : _____

Concurrent and Future Contract Rate : _____

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause.

52.249-01 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) FAR**52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR****52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR**

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

52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND STATEMENTS**

CONTINUED ON NEXT PAGE

52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2012) FAR

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336413 [insert NAICS code].

(2) The small business size standard is 1000 [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

CONTINUED ON NEXT PAGE

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—
 (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
 (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:
 [Contracting Officer check as appropriate.]

(i) 52.219-22, Small Disadvantaged Business Status.
 (A) Basic.
 (B) Alternate I.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
 (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.
 (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only)

(vi) 52.227-6, Royalty Information.
 (A) Basic.
 (B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.
 (End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUL 2012) DFARS

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

(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
 (ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.
 (iii) 252.225-7020, Trade Agreements Certificate.
 Use with Alternate I.

(iv) 252.225-7022, Trade Agreements Certificate—Inclusion of Iraqi End Products.
 (v) 252.225-7031, Secondary Arab Boycott of Israel.
 (vi) 252.225-7035, Buy American —Free Trade Agreements—Balance of Payments Program Certificate.
 Use with Alternate I.
 Use with Alternate II.
 Use with Alternate III.
 Use with Alternate IV.
 Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://www.acquisition.gov/> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change

52.207-04 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) FAR

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

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM _____

QUANTITY _____

PRICE QUOTATION _____

TOTAL _____

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

(End of provision)

252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (MAR 2012)

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is is not a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.225-18 PLACE OF MANUFACTURE (SEP 2006) FAR

(a) Definitions. As used in this clause—

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

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

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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

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

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

(2) Outside the United States.

(End of provision)

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

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

. Alternate wording may be negotiated with the contracting officer.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

52.204-06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008) FAR

52.205-9000 ACQUISITION OF FEDERAL PRISON INDUSTRIES ITEMS (JUL 2008) DLAD

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE, EMERGENCY PREPAREDNESS, AND ENERGY USE PROGRAM (APR 2008) FAR

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Any contract awarded as a result of this solicitation will be () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

52.211-9042 ADDITIONAL DOCUMENTATION REQUIREMENTS FOR SOURCE APPROVAL REQUEST – CRITICAL APPLICATION ITEM AND CRITICAL SAFETY ITEM (NOV 2011) DLAD

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

(a) The product described in the Purchase Order Text (POT) or Procurement Item Description (PID) of this solicitation is that product which the Government has determined to be acceptable. All Offerors shall indicate below, or through an alternative means in an electronic quoting system, whether they are offering an “exact product,” an “alternate product” (which includes a “previously reverse-engineered product”), a “superseding part number,” or a “previously-approved product;” and shall furnish the data required for whichever is applicable. (To determine which type of product to indicate, offerors must refer to the criteria in subparagraphs (b) - (e) of this provision, respectively.) Any product offered must be either a product cited in the POT or PID; or be physically, mechanically, electrically, and functionally interchangeable with a product cited in the POT or PID, including additional requirements referred to in the POT or PID, if any.

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

- (b) “Exact product.”
- (1) “Exact product” means a product described by the name of an approved source and its corresponding part number, as currently cited in the POT or PID; modified (if necessary) to conform to any additional requirements set forth in the POT or PID; and manufactured by, or under the direction of, that approved source. If an Offeror indicates that an “exact product” is being offered, the Offeror must meet one of the descriptions in subparagraphs (i)-(iv) below.
- (Any Offeror not meeting one of these descriptions is not considered to be offering “exact product;” even though the item may be manufactured in accordance with the drawings and/or specifications of an approved source currently cited in the POT or PID.) For any Offeror other than the manufacturer cited in the POT or PID, the Contracting Officer may request evidence to demonstrate technical acceptability of the supplies offered. Evidence requested will generally include information tracing the supplies back to the original equipment manufacturer or its authorized distributor. At a minimum, evidence must be sufficient to establish the identity of the product and its manufacturing source. The Contracting Officer determines the acceptability and sufficiency of documentation or other evidence, at his or her sole discretion. If an Offeror fails to provide the requested evidence/information or provides information that the Contracting Officer finds unacceptable, its offer may be rejected with out further consideration under this solicitation.
- (i) An approved source currently cited in the POT or PID offering its corresponding part number as cited in the POT or PID;
 - (ii) A dealer/distributor offering the product of an approved source that meets the description in subparagraph (i) above;
 - (iii) A manufacturer who (A) produces the offered item under the direction of an approved source currently cited in the POT or PID; and (B) has authorization from that approved source to manufacture the item, identify it as that approved source’s name and part number, and sell the item directly to the Government. If requested by the Contracting Officer, the Offeror must provide documentation to demonstrate such authorization, or other evidence of technical acceptability such as information that traces the supplies back to the original equipment manufacturer. Such evidence could be documentation obtained directly from the approved source or identification on a Web site maintained by the approved source confirming that the manufacturer is an acceptable source for the item identified by that approved source’s name and part number. If evidence cannot be obtained directly from the approved source, this does not necessarily preclude acceptance of the offer, if the Offeror provides adequate documentation or other evidence allowing the Contracting Officer to determine the approved source has oversight of and involvement in the manufacturing process.
 - (iv) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (iii) above. If requested by the Contracting Officer, the Offeror/Contractor must provide documentation that demonstrates such authorization or other evidence of technical acceptability such as information that traces the supplies back to the original equipment manufacturer or its authorized distributor. Such evidence could be documentation obtained directly from the approved source or identification on a Web site maintained by the approved source confirming that the item being offered is produced by a manufacturer that is an acceptable source for the item identified by that approved source’s name and part number. If evidence cannot be obtained directly from the approved source or manufacturing source, this does not necessarily preclude acceptance of the offer, if the contracting officer can adequately document that the approved source has oversight of and involvement in the manufacturing process by other means.
- (2) When the POT or PID identifies the item being acquired as a critical safety item (CSI), offers of exact product will be evaluated in accordance with 52.211-9005.
- (c) “Alternate product.”
- (1) The Offeror must indicate that an “alternate product” is being offered if the Offeror is any one of the following:

- (i) An Offeror who (A) manufactures the item for an approved source currently cited in the POT or PID; and (B) does not have authorization from that approved source to manufacture the item, identify it as the approved source part number, and sell the item directly to the Government;
- (ii) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (i) above;
- (iii) An Offeror of a previously reverse-engineered product that is not currently cited in the POT or PID; or
- (iv) Any other Offeror who does not meet the criteria in subparagraphs (b)(1), (d), or (e) of this provision.
- (2) If an alternate product is offered, the Offeror shall furnish with its offer legible copies of all drawings, specifications, or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted shall cover design, materials, performance, function, interchangeability, inspection and/or testing criteria, and other characteristics of the offered product. If the offered product is to be manufactured in accordance with data the Offeror has obtained from elsewhere within the Government, the Offeror shall either furnish the detailed data specified in this paragraph, or supply a description of the data package in its possession; i.e., basic data document and revision, the date the data was obtained and from whom (Government agency/activity). If the Offeror does not furnish the detailed data with its offer, the Contracting Officer will be unable to begin evaluation of the offered product until such time as the detailed data can be obtained from the Government agency/activity possessing the data. If the alternate product is a previously reverse-engineered product, the Offeror shall provide: traceability documentation to establish that the offered item represents the item specified in the POT or PID (i.e., invoice from an approved source or submission of samples having markings of an approved source); number of samples that were examined; the process/logic used; raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item; any additional evidence that indicates the reverse-engineered item will function properly in the end item; and any evidence that life cycle/reliability considerations have been analyzed.
- (3) In addition, the Offeror may be required to furnish data describing the "exact product" cited in the POT or PID. The data required from the Offeror depends on the level of technical data describing the exact product, if any, available to the Government. The possible levels of technical data the Government may have and the corresponding data submission requirements for Offerors are identified in subparagraphs (a)-(d) below. For the item(s) being acquired under this solicitation, the level of data in the Government's possession and the corresponding requirements for data submission are identified in the POT or PID; or, if not specified in the POT or PID, are as follows: A [buyer insert (a), (b), (c), or (d), as applicable, if POT or PID does not identify]. (If the level of data in the Government's possession and Offeror requirements for data submission are not identified in either the POT or PID or in this subparagraph (c)(3), then subparagraph (a) below applies.)
- (a) No data: This Agency has no data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the POT or PID, sufficient to establish that the Offeror's product is equal to the product cited in the POT or PID.
- (b) Adequate proprietary (i.e., limited rights) data: This Agency possesses adequate drawings and/or specifications for the exact product as cited in the POT or PID, but such data are proprietary (i.e., limited rights) and shall be used only for evaluation purposes. The Offeror must furnish the data required in subparagraph (c)(2) of this provision, but is not required to submit data on the exact product.
- (c) Inadequate data: This Agency does not have adequate data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the POT or PID, sufficient to establish that the Offeror's product is equal to the product cited in the POT or PID.
- (d) Adequate catalog data: This is a commercial off-the-shelf item. Adequate catalog data are available at the contracting office to evaluate alternate offers. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish with its offer a commercially-acceptable cross reference list; or legible copies of all drawings, specifications or other data necessary to clearly describe the characteristics and features of the alternate product being offered, sufficient to establish that the Offeror's product is equal to the product cited in the POT or PID. The Offeror is not required to submit data on the exact product.
- (4) Except for indefinite delivery purchase orders (IDPOs), if this solicitation is automated, the Contracting Officer will not evaluate offers of alternate product (which includes offers of previously reverse-engineered product) for the current procurement. Instead, the Offeror shall submit a request to the appropriate location below for evaluation of the alternate product's technical acceptability for future procurements of the same item. The request for evaluation shall cite the National Stock Number (NSN) of the exact product and, as identified in this provision, include the applicable level of technical data on the alternate and exact products. The level of technical data that the Government has available for use to evaluate the acceptability of an alternate product offered, and the corresponding level of technical data that must be furnished with an offer or alternate product, will be identified either in the POT or PID or in paragraph (c)(2) of the provision of 52.217-9002. If the level of data and submission requirements are not identified in either of these locations in the solicitation, then 52.217-9002(c)(3)(a) applies.
- (i) For solicitation numbers beginning with SPM7 or SPE7 and containing "T" in the ninth position of the PIIN:
DLA Land and Maritime
Directorate of Procurement
Alternate Offer Monitor, BPP
PO Box 3990
Columbus, OH 43218-3990
- (ii) For solicitation numbers beginning with SPE4 or SPM4 and containing "T" or "U" in the ninth position of the PIIN:
DLA Aviation
ATTN: Small Business Office - DU

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8000 Jefferson Davis Highway
Richmond, VA 23297-5100

(iii) For solicitation numbers beginning with SPM1, SPM2, SPM3, SPM5, or SPM8 and containing "T" or "U" in the ninth position of the PIIN:

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

NOTE: The address (ATTN line) will change based on the 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:

DLA Aviation
Office of the Competition Advocate
Bldg. 5201
Redstone Arsenal, AL 35898

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

DLA Philadelphia
Competition Advocate Office
DLR Procurement OPS DSCR-ZC
700 Robbins Avenue Building 1
Philadelphia, PA 19111-5098

(d) "Superseding part number."

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

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

(e) "Previously-approved product."

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

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

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

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

(g) Failure to furnish adequate data and/or information as prescribed in subparagraph (b), (c), (d) or (e) of this provision (when required for the current procurement) within 10 business days or less, or as otherwise required by the Contracting Officer or elsewhere in this solicitation, may preclude consideration of the offer. For automated procurements, it is the responsibility of the Offeror when offering a "superseding part number" or a "previously-approved part number" to ensure that supporting documentation arrives at the contracting activity within 2 business days after the data is requested, or the offer may not be considered. The Agency will make every effort to determine, prior to award, the acceptability of the products offered which meet the following dollar savings threshold shown below, which have a reasonable chance to receive an award; generally, the Agency will not evaluate alternate offers not meeting the dollar threshold. The savings potential is based on the cost of evaluation, and is (\$200.00 if only a local technical evaluation is involved, plus an additional \$1,500.00 for each required Engineering Support Activity evaluation). If the time before proposed award does not permit evaluation and delay of award would adversely affect the Government, alternate offers will not be considered for the current

procurement. Instead, they will be evaluated for technical acceptability for future procurements of the same item, if adequate data is submitted, as stipulated above. When an alternate offer will not be considered for the current procurement, the Contracting Officer may request that the Offeror, at its discretion, provide a sample product for testing and evaluation in addition to the data required in this provision. Although not mandatory, Offerors are encouraged to provide the sample. This may facilitate the post-award evaluation and, if the alternate product is approved, increase the likelihood of its being added to the POT or PID in time for the next acquisition of the item. The Offeror shall not submit a sample product until requested to do so. The testing of the sample product will be done at a testing facility; therefore, the shipping instructions will be provided with the request. Unless otherwise specified in the solicitation, samples shall be submitted at no expense to the Government, may be damaged or destroyed during testing without liability from the Government to the submitter, and consequently may not be returned to the offeror; samples that are not damaged or destroyed will be returned only at the Offeror's request and expense. For alternate offers not evaluated, the Offeror's complete technical data package will be returned.

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

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

(End of provision)

52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) - FAR

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

<http://www.dla.mil/Acquisition> and <http://farsite.hil.af.mil/> .

(End of Provision)

SECTION M - EVALUATION FACTORS FOR AWARD

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

52.211-9011 BUSINESS SYSTEMS MODERNIZATION (BSM) DELIVERY TERMS AND EVALUATION (NOV 2011) DLAD

52.214-9002 TRADE DISCOUNTS (JUN 1983) DLAD

52.217-9018 SUPPLY ASSURANCE THROUGH MULTISOURCE CONTRACTING (NOV 2011) DLAD