

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 52					
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number SPRBL1-19-R-0018		6. Solicitation Issue Date			
7. For Solicitation Information Call:		A. Name MICHELLE L. BONTEMPO		B. Telephone Number (No Collect Calls) (443)861-4539		8. Offer Due Date/Local Time					
9. Issued By DLA LAND AT ABERDEEN 6565 SURVEILLANCE LOOP, ROOM C1301 APG, MD 21005-1846 Email: MICHELLE.L.BONTEMPO.CIV@MAIL.MIL				Code SPRBL1		10. This Acquisition is <input type="checkbox"/> Unrestricted OR <input type="checkbox"/> Set Aside: % For: <input type="checkbox"/> Small Business <input type="checkbox"/> Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> EDWOSB <input type="checkbox"/> Service-Disabled Veteran-Owned Small Business NAICS: 335931 <input type="checkbox"/> 8(A) Size Standard:					
11. Delivery For FOB Destination Unless Block Is Marked <input type="checkbox"/> See Schedule		12. Discount Terms		<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (15 CFR 700)				13b. Rating DOA7			
15. Deliver To Code <input type="text"/> Facility <input type="text"/> SEE SCHEDULE				14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		16. Administered By Code <input type="text"/>					
Telephone No.				18a. Payment Will Be Made By Code <input type="text"/>							
17a. Contractor/Offeror Code <input type="text"/> Facility <input type="text"/>				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum							
19. Item No.		20. Schedule Of Supplies/Services		21. Quantity		22. Unit		23. Unit Price		24. Amount	
		SEE SCHEDULE									
(Use Reverse and/or Attach Additional Sheets As Necessary)											
25. Accounting And Appropriation Data								26. Total Award Amount (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached. Addenda <input type="checkbox"/> Are <input checked="" type="checkbox"/> Are Not Attached.											
<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.											
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return 1 Copies To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified.						<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:					
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)							
30b. Name And Title Of Signer (Type Or Print)			30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)			31c. Date Signed			
Authorized For Local Reproduction Previous Edition Is Not Usable								Standard Form 1449 (Rev. 2/2012) Prescribed By GSA-FAR (48 CFR) 53.212			

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
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32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial <input type="checkbox"/> Final	<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final				
38. S/R Account No.	39. S/R Voucher Number	40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment		42a. Received By (Print)			
41b. Signature And Title Of Certifying Officer		41c. Date	42b. Received At (Location)		
			42c. Date Rec'd (YY/MM/DD)	42d. Total Containers	

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Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

Buyer Name: MICHELLE L. BONTEMPO
Buyer Office Symbol/Telephone Number: DLA-ZLA/(443)861-4539
Type of Contract 1: Firm Fixed Price
Kind of Contract: Supply Contracts and Priced Orders

*** End of Narrative A0000 ***

1. CONTRACT TYPE: This Request for Proposal (RFP) solicitation will result in an Indefinite-Delivery Indefinite-Quantity (IDIQ), Long Term Contract (LTC), Firm Fixed Price (FFP), for new parts.

2. ITEMS FOR PROCUREMENT: This RFP supports the Warfighter Information Network-Tactical Increment 1 (WIN-T INC 1) system. It is for 165 new part NSNs. There are a limited number of sources approved to manufacture these NSNs.

A complete list of the items for acquisition is included as Attachment 0001 to this RFP (Price Evaluation Worksheet). Exhibit A- Technical Requirements apply to all CLINS.

3. PERIOD OF PERFORMANCE: The period of performance for any resultant contract will consist of one five-year base period and no option periods.

4. GENERAL INSTRUCTIONS: The solicitation package includes the RFP and the following attachments and exhibit:

Exhibit A: Technical Requirements And Performance Work Statement This document provides the technical requirements and performance work statement for this procurement.

Attachment 0001: Price Evaluation Worksheet - This document provides details on the items for procurement of new parts, the Government Best Estimate Quantities (BEQs) provided for planning purposes only and provides space for the offeror to insert unit pricing for every quantity range and year. Refer to Section L and M for instructions on price input.

Attachment 0002: Delivery - This document provides detailed information regarding delivery. It provides the Government required delivery schedule for all CLINS and space for the offeror to fill in their proposed delivery schedule.

Attachment 0003: Clause Fill-in Detail - This attachments includes relevant clauses that need to be filled in before contract award.

Attachment 0004: CLIN Minimum and Maximum - This attachment includes the assigned minimum and maximum values per CLIN.

The solicitation and the above attachments are available for download from the Federal Business Opportunities (FedBizOpps)website located at: <https://fedbizopps.gov>

Refer also to Instructions, Conditions and Notices to Offerors section and Evaluation Factors for Award section, for additional information.

Prospective offerors should insert prices, complete all requirements within the RFP, and sign and upload all pages (prior to the closing date) into FedBizOpps.

5. EVALUATION FOR AWARD: The Government will award a contract from this solicitation on a CLIN by CLIN basis, to the responsible offeror who proposes the lowest evaluated price, and who submits a technically acceptable proposal. In order to be considered for award, an offeror must meet or exceed the technical acceptability standards outlined in the Evaluation Factors for Award section.

6. AWARDS TO MORE THAN ONE CONTRACTOR: Offers will be evaluated on a CLIN-by-CLIN basis, based on the evaluation criteria identified in Section M of this solicitation. Therefore, this solicitation may result in the award of more than one contract. However, only one awardee will be selected per CLIN/NSN.

In the event that the evaluation results in a single award for all NSNs, the guaranteed minimum for that contract will be \$12,000.00 and the contract maximum for that contract will \$91,441,857.00. If evaluation results in the award of more than one contract, then the guaranteed minimums of all awarded contract will not exceed \$12,000.00 in total, and the contract maximums will not exceed \$91,441,857.00in total.

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Name of Offeror or Contractor:

7. GUARANTEED MINIMUM: Each contract shall have one guaranteed minimum, which shall equal the sum of the awarded CLIN minimum values not to exceed \$12,000.00. The total guaranteed minimum can be satisfied by ordering any combination of NSNs over the 5-year term of the contract. See Attachment 0004 for the CLIN minimum and maximum details.

8. CONTRACT MAXIMUM: Each contract shall have one contract maximum, which shall be equal to the sum of the awarded CLIN maximum values. The contract maximum can be reached by ordering any combination of NSNs over the five-year period of performance. Each contract shall have one contract maximum, which shall be equal to the sum of the awarded CLIN maximum values.

9. CLIN FIVE-YEAR BEST ESTIMATED QUANTITY (BEQ): The CLIN annual BEQs represent the Governments estimate of the total quantities to be ordered during the five-year performance period and should be used for planning purposes only. Refer to FAR 52.216-22, Indefinite Quantity for additional information.

10. PLACING AND PROCESSING ORDERS: Two or more delivery/task orders, that are placed for the same NSN on the same delivery schedule within a 60-calendar day timeframe, will be combined for purposes of determining range/quantity price breaks such that the Government will receive the price benefit of the larger combined quantity as if the orders had been placed at the same time. In this event, the Contracting Officer will adjust the unit prices accordingly on the delivery orders in question. Delivery schedule/times will be unaffected by the combination of the orders as described herein.

Delivery/task orders that are placed for the same NSN on the same delivery schedule within a 60-calendar day timeframe that cross over two contract years (i.e., first year and second year) are subject to the order combination and price adjustment provisions discussed above; the pricing on the schedule for the earlier contract year will apply for the combined quantity.

11. WARRANTY: For the new NSNs, refer to FAR 52.246-17 Warranty of Supplies of a Noncomplex Nature.

12. ACCELERATED DELIVERIES: Accelerated delivery at no additional cost to the Government is accepted and encouraged.

13. NOTABLE CLAUSES: In addition to all other terms and conditions of the RFP, offerers are urged to pay particular attention to the following clauses containing provisions and instructions for IDIQ contracts as illustrated in the Contract Clauses section:

REF	TITLE

FAR 52.216-19	Order Limitations
FAR 52.216-22	Indefinite Quantity
DFARS 252.216-7006	Ordering

In supplement to DFARS 252.216-7006, Ordering, a delivery/task order shall also be considered issued when a copy has been transmitted by electronic mail.

14. Buy American Act (BAA)/Trade Agreements Act (TAA): The following BAAs or TAAs apply to some or all of the NSNs included in this solicitation. See Attachment 0003, Clause Fill-in Detail and enter the DFARS BAA/TAA clause fill-in certifications in the appropriate clauses.

The applicable clauses are:
DFARS 252.225-7000 Buy American Act Balance of Payment Program Certificate.
DFARS 252.225-7001 Buy American Act and Balance of Payments Program.
DFARS 252.225-7020 Trade Agreements Certificate.
DFARS 252.225-7021 Trade Agreements.
DFARS 252.225-7035 Buy American-Free Trade Agreements-Balance of Payments Program Certificate.
DFARS 252.225-7036 Buy American-Free Trade Agreements-Balance of Payments Program.

15. Proposal Validity: It is requested that proposals be valid for 120 days after the solicitation closing date.

16. Alternate Offers: DLAD Proc Note L04 Offers for Part Numbered Items is included in this solicitation.

17. DLAD Procurement Notes Incorporated By Reference (Dec 15 2017)
This solicitation/contract incorporates one or more DLAD Procurement Notes by reference, with the same force and effect as if they were given in full text. The full text of a DLAD Procurement Note may be accessed electronically at

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<https://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx> and via 'References' on the DIBBS homepage.

18. DLAD Technical and Quality Requirements Incorporated By Reference (Dec 01 2017)
This solicitation/contract incorporates one or more DLAD Technical and Quality Requirements by reference, with the same force and effect as if they were given in full text. The full text of a DLAD Technical and Quality Requirement may be accessed electronically at <https://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx> and via 'References' on the DIBBS homepage.

19. COVERED DEFENSE INFORMATION (CDI)
Note regarding DFARS 252.204-7008 and DFARS 252.204-7012: The Government not including or identifying CDI at this time does not constitute a lack of CDI for this solicitation/award.

*** END OF NARRATIVE A0001 ***

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>PRODUCTION QUANTITY HARDWARE YEAR 1</u></p> <p>COMMODITY NAME: HARDWARE CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>HARDWARE</u> Procurement of Warfighter Information Network-Tactical(WIN-T) Increment 1(Inc 1)Spares in accordance with Section J, Exhibit A, titled Technical Requirements. For NSN and pricing information, see Section J, Attachment 0001 Price Evaluation Worksheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE TECHNICAL REQUIREMENTS LOCATION OF PACKAGING/PACKING/SPECS: ADDENDA: J LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p>SHIP TO: (W25G1U) SU W1A8 DLA DISTRIBUTION DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 TO 134 NEW CUMBERLAND,PA,17070-5002</p>			\$ _____	\$ _____
2001	<p><u>PRODUCTION QUANTITY HARDWARE YEAR 2</u></p> <p>COMMODITY NAME: HARDWARE CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>HARDWARE</u> Procurement of Warfighter Information Network-Tactical(WIN-T) Increment 1(Inc 1)Spares in</p>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>accordance with Section J, Exhibit A, titled Technical Requirements. For NSN and pricing information, see Section J, Attachment 0001 Price Evaluation Worksheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE TECHNICAL REQUIREMENTS LOCATION OF PACKAGING/PACKING/SPECS: ADDENDA: J LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p>SHIP TO: (W25G1U)SU W1A8 DLA DISTRIBUTION DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 TO 134 NEW CUMBERLAND, PA, 17070-5002</p>				
3001	<p><u>PRODUCTION QUANTITY HARDWARE YEAR 3</u></p> <p>COMMODITY NAME: HARDWARE CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>HARDWARE</u> Procurement of Warfighter Information Network-Tactical(WIN-T) Increment 1(Inc 1)Spares in accordance with Section J, Exhibit A, titled Technical Requirements. For NSN and pricing information, see Section J, Attachment 0001 Price Evaluation Worksheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE TECHNICAL REQUIREMENTS LOCATION OF PACKAGING/PACKING/SPECS: ADDENDA: J LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p>			\$	\$

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> FOB POINT: Destination SHIP TO: (W25G1U) SU W1A8 DLA DISTRIBUTION DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 TO 134 NEW CUMBERLAND,PA,17070-5002				
	<u>PRODUCTION QUANTITY HARDWARE YEAR 4</u> COMMODITY NAME: HARDWARE CLIN CONTRACT TYPE: Firm Fixed Price <u>HARDWARE</u> Procurement of Warfighter Information Network-Tactical(WIN-T) Increment 1(Inc 1)Spares in accordance with Section J, Exhibit A, titled Technical Requirements. For NSN and pricing information, see Section J, Attachment 0001 Price Evaluation Worksheet. (End of narrative B001) <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE TECHNICAL REQUIREMENTS LOCATION OF PACKAGING/PACKING/SPECS: ADDENDA: J LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> FOB POINT: Destination SHIP TO: (W25G1U) SU W1A8 DLA DISTRIBUTION DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 TO 134 NEW CUMBERLAND,PA,17070-5002			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001	<p><u>PRODUCTION QUANTITY HARDWARE YEAR 5</u></p> <p>COMMODITY NAME: HARDWARE CLIN CONTRACT TYPE: Firm Fixed Price</p> <p><u>HARDWARE</u> Procurement of Warfighter Information Network-Tactical(WIN-T) Increment 1(Inc 1)Spares in accordance with Section J, Exhibit A, titled Technical Requirements. For NSN and pricing information, see Section J, Attachment 0001 Price Evaluation Worksheet.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE TECHNICAL REQUIREMENTS LOCATION OF PACKAGING/PACKING/SPECS: ADDENDA: J LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> FOB POINT: Destination</p> <p>SHIP TO: (W25G1U) SU W1A8 DLA DISTRIBUTION DDSP NEW CUMBERLAND FACILITY 2001 NORMANDY DRIVE DOOR 113 TO 134 NEW CUMBERLAND,PA,17070-5002</p>			\$ _____	\$ _____
9000	<p><u>Basic CLIN for ELIN</u></p> <p>The below ELINs are associated with the Data Item Numbers on Contract Data Requirements List (CDRL)(DD Form 1423), in Section J.</p> <p>(End of narrative A001)</p>				
A001	<p><u>Hardware Data Item - Not Priced</u></p>			\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>COMMODITY NAME: CONFIGURATION CONTROL</div> <div>CLIN CONTRACT TYPE: Firm Fixed Price</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>FOB POINT:</div> <div>SHIP TO: (SPRBL1)DLA LAND AT ABERDEEN DLR PROCUREMENT OPERATIONS - ZL 6565 SURVEILLANCE LOOP, ROOM C1301 APG, MD 21005-1846</div>				

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Name of Offeror or Contractor:

NOTE: See Attachment 0001 for a list of the required new parts and insert proposed pricing using this Attachment.

*** END OF NARRATIVE B0001 ***

L&M PROC NOTE 216-9009 ESTIMATED TOTAL QUANTITY (SEPT 2015)

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

Listed in Attachment 0001 Price Evaluation Worksheet

(b) In the event that this solicitation provides for a partial set-aside, the estimated total quantity for the set-aside portion is as provided in the clause entitled "Set-Aside Portion" located in Section I of the solicitation.

Note: It is anticipated that the quantities listed will remain constant for any additional option periods as provided elsewhere in this contract.

*** END OF NARRATIVE B0002 ***

L&M Proc Note 252-3 DLAD Procurement Notes Incorporated By Reference (Nov 2016)

This solicitation incorporates one or more DLAD Procurement Notes by reference, with the same force and effect as if they were given in full text. The full text of a DLAD Procurement Note may be accessed electronically at <http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx> and via 'References' on the DIBBS homepage.

*** END OF NARRATIVE B0003 ***

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Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
DLAD PROCUREMENT NOTES INCORPORATED BY REFERENCE

This solicitation incorporates one or more DLAD Procurement Notes by reference, with the same force and effect as if they were given in full text. The full text of a DLAD Procurement Note may be accessed electronically at <http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx> and via 'References' on the DIBBS homepage.

DLAD Proc Note C01 Superseded Part Numbered Items (SEP 2016).

DLAD Proc Note C02 Manufacturing Phase Out or Discontinuation of Production, Diminishing Sources and Obsolete Materials or Components (DEC 2016).

DLAD Proc Note C03 - Contractor Retention of Supply Chain Traceability Documentation (SEP 2016).

DLAD Proc Note C14 Repackaging or Relabeling to Correct Deficiencies (AUG 2017).

DLAD T/Q RQ018 - Contractor Retention of Supply Chain Traceability Documentation (AUG 2016).

*** END OF NARRATIVE C0001 ***

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Name of Offeror or Contractor:

PACKAGING AND MARKING

DLA T/Q RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT

(1) Additional Packaging and Marking Requirements:

(a) Prohibited cushioning and wrapping materials: Use of asbestos, excelsior, newspaper, shredded paper (all types, including wax paper and computer paper), and similar hygroscopic or non-neutral materials and all types of loose-fill materials, including polystyrene, is prohibited for application such as cushioning, fill, stuffing, and dunnage. In addition, the use of yellow wrapping or packaging material is prohibited, except where used for the containment of radioactive material.

(b) MIL-STD-129 establishes requirements for contractors that ship packaged materiel to the Government to provide both linear bar codes and two-dimensional (2D) symbols on shipping labels. Shipping labels with 2D symbols are referred to as Military Shipping Labels (MSL) and are required on all CONUS and OCONUS shipments with the following exceptions:

(1) Subsistence items procured through full-line food distributors (prime contractors), market ready type items shipped within the Continental United States (CONUS) to customers within CONUS;

(2) Any item for which ownership remains with the contractor until the item is placed in designated locations at the customer location prior to issuance to the customer. Government control begins upon placement of the item by the contractor into the designated location or issuance from the designated location by contractor personnel (i.e., the contractor is required to stock bins at the customer location and/or issue parts from a contractor controlled parts room).

(3) Bulk petroleum, oil and lubricant products delivered by pipeline; or tank car, tanker and tank trailer for which the container has a capacity greater than 450 L (119 gallons) as a receptacle for a liquid; a maximum net mass greater than 400 kg (882 pounds) and a capacity greater than 450139 L (119 gallons) as a receptacle for a solid; or a water capacity greater than 454 kg (1000140 pounds) as a receptacle for a gas.

(4) Medical items procured through Customer Direct suppliers or prime contractors that do not enter the Defense Transportation System.

(5) Delivery orders when the basic contract has not been modified to require MIL-STD-129.

(c) MIL-STD-129 provides numerous illustrations of what should be bar-coded and the recommended placement of the bar code. Further information is available on the DLA Packaging Web Site at:

<http://www.dla.mil/LandandMaritime/Offers/Services/TechnicalSupport/Logistics/Packaging.aspx> 6

(d) PIID and MIL-STD-129 label marking requirements. The FAR has been amended to implement a uniform award identification system. This uniform numbering system is referred to as the Procurement Instrument Identification (PIID). For current DFARS compliant DOD contracts, cite the 13 character PIID (e.g. SPE8EJ16F0001) on the MIL-STD-129 label as the contract marking. For legacy contracts, cite the PIIN (contract number or purchase order number

(e.g. SPE8EJ14D0002)) Including four-digit delivery order or call number (e.g. 959U) if applicable) and lot number.

(2) Requirements for Treatment of Wood Packaging Material (WPM)

(a) Assets packed in or on wood pallets, skids, load boards, pallet collars, wood boxes, reels, dunnage, crates, frames, and cleats must comply with the Heat Treatment (HT) or Heat Treatment/Kiln Dried (HT/KD) (continuous at 56 degrees Centigrade for 30 minutes) standard in DOD Manual 4140.65-M

"Compliance for Defense Packaging: Phytosanitary Requirements for Wood Packaging Material (WPM)". WPM must be stamped or branded with the appropriate certification markings as detailed in DOD 4140.65-M and be certified by an accredited American Lumber Standards Committee (ALSC)- recognized agency. The WPM certification markings must be easily visible, especially in pallet loads, to inspectors.

(3) Palletization shall be in accordance with MD00100452, REVISION C, DATED 09/2016 found at

<http://www.dla.mil/LandandMaritime/Offers/Services/TechnicalSupport/Logistics/Packaging/Palletization.aspx>.

Among the required pallets characteristics are winged sides and 4 way entrance. Complete specification of the acceptable pallets can be found in Part 9 of ANSI MH1.

(4) If vendors/contractors providing Electro-Static Discharge (ESD) sensitive items encounter a situation in which the packaging requirements in the contract reflect ASTM-D3951 and do not reflect MIL-STD- 2073 Military ESD packaging (i.e. Method of Preservation GX, etc.) requirements, then the vendor/contractor must contact the contract issuing agency (i.e. DLA Land and Maritime, DLA Aviation, DLA Troop Support) to seek clarification for the proper packaging requirements.

(End of TQ Requirement)

*** END OF NARRATIVE D0001 ***

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Name of Offeror or Contractor:

DLA T/Q RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES

The Contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels.

(End of TQ Requirement)

*** END OF NARRATIVE D0003 ***

DLA T/Q RQ0018 Contractor Retention of Supply Chain Traceability Documentation (AUG 2016)
This item requires supply chain traceability documentation in accordance with DLA Directive (DLAD) Procurement Note C03 Contractor Retention of Supply Chain Traceability Documentation (Aug 2016). The full text of C03 can be found in the DLAD Procurement Notes located on the Web at:
://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx.

(End of TQ Requirement)

DLAD T/Q RP001 - DLA Packaging Requirements for Procurement

Supplemental Note to DLAD T/Q RP001: Marking shall be in accordance with MIL-STD-130.

*** END OF NARRATIVE D0004 ***

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Name of Offeror or Contractor:

INSPECTION AND ACCEPTANCE

DLAD PROCUREMENT NOTES INCORPORATED BY REFERENCE

This solicitation incorporates one or more DLAD Procurement Notes by reference, with the same force and effect as if they were given in full text. The full text of a DLAD Procurement Note may be accessed electronically at <http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx> and via 'References' on the DIBBS homepage.

DLAD Proc Note E05 Production Verification Testing (JUN 2018).

DLAD T/Q RQ009 Inspection and Acceptance at Origin.

*** END OF NARRATIVE E0001 ***

DLAD Proc Note E06 Inspection and Acceptance at Origin (JUN 2018).

Inspection and acceptance are at source. The place of acceptance is the location where the Government conducts the last inspection before shipment, unless the contractor indicated a different physical location for acceptance below.

The contractor shall indicate the location where supplies will be inspected, if different from the production location:

Commercial and Government Entity (CAGE) code:_____

Address:_____

Applicable to contract line-item numbers(s) (CLIN(s)):_____

The contractor shall indicate the location where packaging will be inspected, if difference from the production location:

() Same as for supplies OR

CAGE code: _____

Address: _____

Applicable to CLIN(s): _____

The contractor shall indicate the location where supplies will be accepted, if difference from the inspection location:

() Same as for supplies OR

CAGE code: _____

Address: _____

Applicable to CLIN(s): _____

*** END OF NARRATIVE E0002 ***

Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
1	52.242-15	STOP-WORK ORDER	AUG/1989
2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
3	52.247-34	F.O.B. DESTINATION	NOV/1991
4	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
6	252.211-7003	ITEM UNIQUE IDENTIFICATION AND VALUATION	MAR/2016

(a) Definitions. As used in this clause-- "Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media. "Concatenated unique item identifier" means (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number. "Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022. "Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows. "DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html. "DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number. "Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items. "Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency. "Governments unit acquisition cost" means (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery. "Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459. "Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier. "Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts. "Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions. "Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards. "Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface. "Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent. "Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise. "Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment. "Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier. "Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier. "Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto. "Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent. "Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following: (i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:Contract Line, Subline, or Exhibit Line Item NumberItem Description N/A

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:Contract Line, Subline, or Exhibit Line Item NumberItem Description N/A

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty

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requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number N/A. (iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number N/A. (v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability. (2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor. (3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification. (4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-- (i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor: (A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard. (B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard. (C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and (ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media. (5) Unique item identifier. (i) The Contractor shall-- (A) Determine whether to-- (1) Serialize within the enterprise identifier; (2) Serialize within the part, lot, or batch number; or (3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version; (C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and (D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version. (ii) The issuing agency code-- (A) Shall not be placed on the item; and (B) Shall be derived from the data qualifier for the enterprise identifier.(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information: (1) Unique item identifier. (2) Unique item identifier type. (3) Issuing agency code (if concatenated unique item identifier is used). (4) Enterprise identifier (if concatenated unique item identifier is used). (5) Original part number (if there is serialization within the original part number). (6) Lot or batch number (if there is serialization within the lot or batch number). (7) Current part number (optional and only if not the same as the original part number). (8) Current part number effective date (optional and only if current part number is used). (9) Serial number (if concatenated unique item identifier is used). (10) Governments unit acquisition cost. (11) Unit of measure. (12) Type designation of the item as specified in the contract schedule, if any. (13) Whether the item is an item of Special Tooling or Special Test Equipment. (14) Whether the item is covered by a warranty.(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information: (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part. (2) Unique item identifier of the embedded subassembly, component, or part. (3) Unique item identifier type.** (4) Issuing agency code (if concatenated unique item identifier is used).** (5) Enterprise identifier (if concatenated unique item identifier is used).** (6) Original part number (if there is serialization within the original part number).** (7) Lot or batch number (if there is serialization within the lot or batch number).** (8) Current part number (optional and only if not the same as the original part number).** (9) Current part number effective date (optional and only if current part number is used).** (10) Serial number (if concatenated unique item identifier is used).** (11) Description.** Once per item.(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows: (1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>. (2) Embedded items shall be reported by one of the following methods-- (i) Use of the embedded items capability in WAWF; (ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or (iii) Via WAWF as a deliverable attachment for exhibit line item number N/A, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for

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information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

"Bulk commodities" means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

"Case" means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

"Electronic Product Code\TM\ (EPC)" means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC\TM\ data consists of an EPC\TM\ (or EPC\TM\ identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC\TM\ tags. In addition to this standardized data, certain classes of EPC\TM\ tags will allow user-defined data. The EPC\TM\ Tag Data Standards will define the length and position of this data, without defining its content.

"EPCglobal" means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

"Exterior container" means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

"Palletized unit load" means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

"Passive RFID tag" means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal\TM\ Class 1 Generation 2 standard.

"Radio frequency identification (RFID)" means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

"Shipping container" means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

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

(i) Are in any of the following classes of supply, as defined in DoD Manual 4140.01, Volume 6, DoD Supply Chain Materiel Management Procedures: Materiel Returns, Retention, and Disposition:

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

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mixing of excluded and non-excluded materials).

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

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

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

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

Contract line, subline, or exhibit line item number	Location name	City	State	DoDAAC
N/A				

(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\TM\ Tag Data Standards in effect at the time of contract award. The EPC\TM\ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/> .

(1) If the Contractor is an EPCglobal\TM\ subscriber and possesses a unique EPC\TM\ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC\TM\ 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/sci/ait.html> . If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

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

(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)

GOVERNMENT REQUIRED DELIVERY SCHEDULE

The Government requires delivery to be made according to that outlined in Attachment 0002, Delivery Schedule.

(b) 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 Offerer may propose an alternative delivery schedule below. If the offerer proposes no other delivery schedule, the required delivery schedule above will apply. The Government will evaluate delivery in accordance with Sections Land M of the solicitation; The Government reserves the right

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to award either under the required delivery schedule or the proposed delivery schedule, when an offerer offers an earlier delivery schedule than required above.

OFFERORS PROPOSED DELIVERY SCHEDULE

Offerers are to insert their proposed delivery schedule using Attachment 0002, Delivery Schedule.

(c) The Government will electronically mail, or otherwise furnish to, the Offerer a delivery order or notice of delivery order not later than the day the delivery order is dated. Therefore, the Offerer shall compute the time available for performance beginning with the actual date of the delivery order.

*** END OF NARRATIVE F0001 ***

L&M Proc Note 211-9004 PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS (JUNE 2015)

Because this contract does not have a specified delivery date, the basic contract is not rated; however, orders placed against it that include a delivery date are rated orders under FAR 52.211-15, Defense Priority and Allocation Requirements, as of the date of receipt by the supplier.

*** END OF NARRATIVE F0002 ***

DLA L&M Proc Note 215-9013 PRODUCTION FACILITY CHANGES (SEP 2015)

(a) The performance of any of the work contracted for in any place other than that named in the contract is prohibited unless specifically approved by the Contracting Officer. Written requests for a change in production facilities must be submitted in writing to the Contracting Officer. Changes in production facilities may be approved, provided:

- (1) Performance by small business or in labor surplus areas as required by the contract will not be changed;
- (2) The change will not cause a delay in delivery or necessitate a change in the purchase description;
- (3) The free on board (f.o.b.) point is not changed; and
- (4) Each request is supported by a price reduction of \$250.00 to cover the Government's administrative costs to process the change.

(b) The Government reserves the right to deny approval even if these four elements are met.

(End of Text)

*** END OF NARRATIVE F0003 ***

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CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
1 252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

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

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

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

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

-1-

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

-2-

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

Routing Data Table*	
Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	-3-
Issue By DoDAAC	-4-
Admin DoDAAC	-5-
Inspect By DoDAAC	-6-
Ship To Code	-7-
Ship From Code	-8-
Mark For Code	-9-
Service Approver (DoDAAC)	-10-
Service Acceptor (DoDAAC)	-11-
Accept at Other DoDAAC	-12-
LPO DoDAAC	-13-
DCAA Auditor DoDAAC	-14-
Other DoDAAC(s)	-15-

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

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

-16-

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

-17-

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

(End of clause)

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SPECIAL CONTRACT REQUIREMENTS
DLAD T/Q RQ017 Physical Identification/Bare Item Marking

*** END OF NARRATIVE H0001 ***

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CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.203-3	GRATUITIES	APR/1984
2	52.203-7	ANTI-KICKBACK PROCEDURES	MAY/2014
3	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
4	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
5	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
6	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
7	52.204-12	UNIQUE ENTITY IDENTIFIER MAINTENANCE	OCT/2016
8	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL/2016
9	52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL/2018
10	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV/2015
11	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	OCT/2018
12	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
13	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
14	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
15	52.232-17	INTEREST	MAY/2014
16	52.232-25	PROMPT PAYMENT	JAN/2017
17	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	OCT/2018
18	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
19	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
20	52.233-1	DISPUTES	MAY/2014
21	52.233-3	PROTEST AFTER AWARD	AUG/1996
22	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
23	52.242-13	BANKRUPTCY	JUL/1995
24	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
25	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
26	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
27	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
28	252.204-7000	DISCLOSURE OF INFORMATION	OCT/2016
29	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
30	252.204-7009	LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION	OCT/2016
31	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	OCT/2016
32	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
33	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
34	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2015
35	252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM--BASIC	DEC/2017
36	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/2017
37	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC/2017
38	252.225-7013	DUTY-FREE ENTRY	MAY/2016
39	252.225-7021	TRADE AGREEMENTS--BASIC	DEC/2017
40	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
41	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
42	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
43	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
44	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/2016
45	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
46	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
47	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
48	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
49	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
50	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
51	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
52	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
53	252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM	AUG/2016
54	252.246-7008	SOURCES OF ELECTRONIC PARTS	MAY/2018
55	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	APR/2014
56	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR	OCT/2018

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Name of Offeror or Contractor:

Regulatory Cite Title Date

EXECUTIVE ORDERS--COMMERCIAL ITEMS

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).

 X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

 X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) [Reserved].

 (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

 X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

 X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

 (10) [Reserved]

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

 (ii) Alternate I (NOV 2011) of 52.219-3.

 (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 (ii) Alternate I (JAN 2011) of 52.219-4.

 (13) [Reserved]

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

 (ii) Alternate I (Nov 2011) of 52.219-6.

 (iii) Alternate II (Nov 2011) of 52.219-6.

Name of Offeror or Contractor:

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

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

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

X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

X (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Nov 2016) of 52.219-9.

X (iii) Alternate II (Nov 2016) of 52.219-9.

____ (iv) Alternate III (Nov 2016) of 52.219-9.

____ (v) Alternate IV (Aug 2018) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

____ (19) 52.219-14, Limitations on Subcontracting (Jan 2017)(15 U.S.C. 637(a)(14)).

X (20) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657 f)

____ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013)(15 U.S.C. 632(a)(2)).

____ (23) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Dec 2015) (15 U.S.C. 637(m)).

____ (24) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

X (26) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

 X (28)(i) 52.222-26, Equal Opportunity (Sep 2016)(E.O. 11246).

____ (ii) Alternate I (Feb 1999) of 52.222-26.

X (29)(i) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

____ (ii) Alternate I (July 2014) of 52.222-35.

X (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)(29 U.S.C. 793).

____ (ii) Alternate I (July 2014) of 52.222-36.

X (31) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Feb 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

X (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.

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- 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- X (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).
- X (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).
- ___ (38)(i) 52.223-13, Acquisition of EPEAT[supreg]-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (39)(i) 52.223-14, Acquisition of EPEAT[supreg]-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (41)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).
- ___ (44) 52.223-21, Foams (June, 2016) (E.O. 13693).
- ___ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (JAN 2017) of 52.224-3.
- ___ (46) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ___ (47)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (MAY 2014) of 52.225-3.
- ___ (iii) Alternate II (MAY 2014) of 52.225-3.
- ___ (iv) Alternate III (MAY 2014) of 52.225-3.
- ___ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (49) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).
- ___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (55) 52.232-33, Payment by Electronic Funds Transfer -- System for Award Management (Oct 2018)(31 U.S.C. 3332).
- ___ (56) 52.232-34, Payment by Electronic Funds Transfer -- Other Than System for Award Management (Jul 2013)(31 U.S.C. 3332).
- ___ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ___ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

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Name of Offeror or Contractor:

 X (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).

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

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

 (iii) Alternate II (Feb 2006) of 52.247-64.

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

 (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

 (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

 (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

 (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

 (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

 (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

 (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

 (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658).

 (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

 (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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

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

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

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

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

 (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

 (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

Name of Offeror or Contractor:

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)(29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

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

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. 7104(g)).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. 7104(g)).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

57	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) -- ALTERNATE IV (OCT 2010)	OCT/2010
58	52.216-19	ORDER LIMITATIONS	OCT/1995

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Name of Offeror or Contractor:

(a) Submission of certified cost or pricing data is not required.(b) Provide data described below: : -1- (End of Clause)
(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of the maximum quantity priced for each CLIN;
(2) Any order for a combination of items in excess of the combined CLIN maximum quantities prices for each CLIN, or
(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

59 52.216-22 INDEFINITE QUANTITY OCT/1995
(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

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

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

(End of Clause)

60 252.216-7006 ORDERING MAY/2011
(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from the date the contract is issued through the date of contract expiration.
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.
(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued'' when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.
(3) Orders may be issued orally only if authorized in the schedule.

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Name of Offeror or Contractor:

(End of Clause)

61 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS DEC/2014

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

62 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS JUN/2016

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

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

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(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

63	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
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(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

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

Material	Identification No.
(If none, insert None)	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

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(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

64 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL JUN/2016
HYDROFLUOROCARBONS

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

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.

"Ozone-depleting substance" means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

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

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

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall--

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by--

(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to <http://www.sam.gov/>, for FY17 and after--

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at <http://www.epa.gov/snap>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap>.

(End of clause)

65 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon

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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:

<http://farsite.hill.af.mil/> or <https://www.acquisition.gov/>

(End of Clause)

66 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

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

(End of Clause)

67 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005

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

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dema.mil/20/guidebook_process.htm (paragraph 4.2).

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

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

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

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

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

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

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

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

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

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

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Name of Offeror or Contractor:

but

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

(End of clause)

68 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)--BASIC (DEVIATION APR/2018
2018-00007)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) Definitions. "Summary Subcontract Report (SSR) Coordinator," as used in this clause, means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense (9700) and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the Department of Defense.

(b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractors small business subcontracting goal.

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) Submit the consolidated SSR for an individual subcontracting plan by selecting "Department of Defense (DoD) (9700)" from the top of the second dropdown menu in the Government agency in Block 7 ("Agency to which the report is being submitted"). The contractor shall not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

(ii) The authority to acknowledge receipt of or reject SSRs resides with the SSR Coordinator.

(g) Include the clause at 252.219-7004, Small Business Subcontracting Plan (Test Program), in subcontracts with subcontractors that participate in the Test Program described in DFARS 219.702-70, where the subcontract is expected to exceed \$700,000 (\$1.5 million for construction of any public facility) and to have further subcontracting opportunities.

(End of clause)

69 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in

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Name of Offeror or Contractor:

accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

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

MATERIAL (If None, Insert None.)	ACT
_____	_____
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

70 252.239-7018 SUPPLY CHAIN RISK (DEVIATION 2018-00020) SEP/2018
(a) Definitions. As used in this clause--

"Information technology" (see 40 U.S.C 11101(6)) means, in lieu of the definition at FAR 2.1, any equipment, or interconnected system(s) or subsystem(s) of equipment, that is used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency.

(1) For purposes of this definition, equipment is used by an agency if the equipment is used by the agency directly or is used by a contractor under a contract with the agency that requires

- (i) Its use; or
- (ii) To a significant extent, its use in the performance of a service or the furnishing of a product.

(2) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

(3) The term "information technology" does not include any equipment acquired by a contractor incidental to a contract.

"Supply chain risk," means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a covered system so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of such system (see 10 U.S.C. 2339a).

(b) The Contractor shall mitigate supply chain risk in the provision of supplies and services to the Government.

(c) In order to manage supply chain risk, the Government may use the authorities provided by 10 U.S.C. 2339a. In exercising these authorities, the Government may consider information, public and non-public, including all-source intelligence, relating to a Contractors supply chain.

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(d) If the Government exercises the authority provided in 10 U.S.C. 2339a to limit disclosure of information, no action undertaken by the Government under such authority shall be subject to review in a bid protest before the Government Accountability Office or in any Federal court.

(End of clause)

7152.233-9001DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (DEC 2016)DEC/2016

DLAD 52.233-9001

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

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

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

(c) If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the contracting officer.

(End of Provision)

DRAFT

Name of Offeror or Contractor:

LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	TECHNICAL REQUIREMENTS	11-NOV-2018	019	DATA
Attachment 0001	PRICE EVALUATION WORKSHEET	07-NOV-2018		
Attachment 0002	DELIVERY SCHEDULE - 165 NSN	11-NOV-2018		
Attachment 0003	CLAUSE FILL-IN DETAILS - 165 NSN	11-NOV-2018		
Attachment 0004	CLIN MINIMUM AND MAXIMUMS	11-NOV-2018		

DRAFT

Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	Regulatory Cite	Title	Date
1	52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS--REPRESENTATION	JAN/2017
2	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
3	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT/2016
4	52.204-20	PREDECESSOR OF OFFEROR	JUL/2016

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

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

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

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

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

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

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

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

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: .

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

(End of provision)

5	52.207-4	ECONOMIC PURCHASE QUANTITY-SUPPLIES	AUG/1987
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(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

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Name of Offeror or Contractor:

(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 Governments requirements indicate that different quantities should be acquired.

(End of Provision)

6 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS OCT/2018
(a) Definitions. As used in this provision--

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

Federal contracts and grants with total value greater than \$10,000,000 means--

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> .

(End of provision)

7 52.225-18 PLACE OF MANUFACTURE AUG/2018
(a) Definitions. As used in this provision--

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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)

8252.217-7026IDENTIFICATION OF SOURCES OF SUPPLYNOV/1995

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply			Actual Mfg?
			Company	Address	Part No.	
(1)	(2)	(3)	(4)	(4)	(5)	(6)

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list none.
- (3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.

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(5) For items of supply, list each source's part number for the item.

(6) Use Y if the source of supply is the actual manufacturer; N if it is not; and U if unknown.

(End of provision)

9 252.225-7000 BUY AMERICAN STATUTE--BALANCE OF PAYMENTS PROGRAM CERTIFICATE--BASIC NOV/2014

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" as used in the provision, have the meanings given in the Buy American and Balance of Payments Program--Basic clause of this solicitation.

(b) Evaluation. The Government

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program--Basic clause of this solicitation, the offeror certifies that

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number

Country of Origin

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

Line Item Number

Country of Origin (If known)

(End of provision)

10 252.225-7020 TRADE AGREEMENTS CERTIFICATE--BASIC NOV/2014

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

(b) Evaluation. The Government

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless

Name of Offeror or Contractor:

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Governments requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

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

(2) The following supplies are other nondesignated country end products:

(Line Item Number)	(Country of Origin)

(End of provision)

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Name of Offeror or Contractor:

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT/2018
2	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL/2016
3	52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN/2017
4	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2017
5	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
6	52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	MAR/2015
7	252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS	JAN/2018
8	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [] DX rated order; [] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the

9	52.216-1	TYPE OF CONTRACT	APR/1984
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Contractor will be required to follow all of the requirements of this regulation. (End of Provision)(a) Definitions. As used in this clause-- "Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority. "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following: (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract. (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract. (3) For long-term contracts (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found athttp://www.sba.gov/content/table-small-business-size-standards(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM 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

10	52.233-2	SERVICE OF PROTEST	SEP/2006
and title].(End of clause) (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from -1-.(b) The copy of any protest			
11	252.211-7001	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS	MAY/2006

shall be received in the office designated above within one day of filing a protest with the GAO.(End of Provision) Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this

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Name of Offeror or Contractor:

solicitation by submitting a request to:

Michelle Bontempo
Contract Specialist, DLA Land Aberdeen
Email: michelle.bontempo@dla.mil

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of provision)

12 252.215-7010 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN JAN/2018
CERTIFIED COST OR PRICING DATA (JAN2018)--ALTERNATE I (JAN 2018)

(a) The contractor shall comply with the higher-level quality standard(s) listed below.Tailored by excluding paragraph 8.3(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in-- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or (2) When the technical requirements of a subcontract require-- (i) Control of such things as design, work operations, in-process control, testing and inspection; or (ii) Attention to such factors as organization, planning,

13 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (DEVIATION 2018-00018) OCT/2018
work instructions, documentation control, and advanced metrology.(End of clause)(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

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

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

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

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

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(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

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

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

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

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

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

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

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

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

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

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

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

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to

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Name of Offeror or Contractor:

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

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

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

(j) Unique entity identifier. (Applies to all offers exceeding the micro-purchase threshold and offers at any dollar value if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offerors name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) Removed and reserved.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agencies evaluation of the significant weak or deficient factors in the debriefed offerors offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

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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://farsite.hill.af.mil/> Or <https://www.acquisition.gov/>

15 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

16 252.239-7017 NOTICE OF SUPPLY CHAIN RISK (DEVIATION 2018-00020) SEP/2018
(a) Definition. As used in this provision--

"Supply chain risk," means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a covered system so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of such system (see 10 U.S.C. 2339a).

(b) In order to manage supply chain risk, the Government may use the authorities provided by 10 U.S.C. 2339a. In exercising these authorities, the Government may consider information, public and non-public, including all-source intelligence, relating to an offeror and its supply chain.

(c) If the Government exercises the authority provided in 10 U.S.C. 2339a to limit disclosure of information, no action undertaken by the Government under such authority shall be subject to review in a bid protest before the Government Accountability Office or in any Federal court.

(End of provision)

DLAD PROCUREMENT NOTES INCORPORATED BY REFERENCE

This solicitation incorporates one or more DLAD Procurement Notes by reference, with the same force and effect as if they were given in full text. The full text of a DLAD Procurement Note may be accessed electronically at <http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx> and via 'References' on the DIBBS homepage.

DLAD Proc Lot L04 Offers for Part Numbered Items (SEP 2016).
DLAD Proc Note L06 Agency Protests (DEC 2016).
DLAD Proc Note L08 Use of Past Performance Information Retrieval System Statistical Reporting in Past Performance Evaluations (JUN 2018).
DLAD Proc Note L11 Small Business Program Representation (AUG 2017).
DLAD Proc Note L22 Restriction of Alternate Offers for Source Controlled Items (SEP 2017).

*** END OF NARRATIVE L0001 ***

DLAD Proc Note L06 Agency Protests (DEC 2016)

Interested parties may file an agency level protest with the contracting officer or may request an independent review by the chief of the contracting office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer

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*** END OF NARRATIVE L0004 ***

INSTRUCTIONS TO OFFERORS

Proposals will be evaluated in accordance with the FAR 15.101-2 Lowest Price Technically Acceptable source selection process. Only one award will be made as a result of this solicitation. In order to be considered for award an offeror must meet or exceed technical acceptability standards for the following non-price factors: 1) Supplies-Terms and Conditions, 2) Delivery, and 3) Past Performance.

To meet the minimum requirements of the solicitation, the offeror must clearly show within their submitted proposals that they will be able to meet the Government's product requirements, specifications, quality assurance requirements, delivery requirements, and all other requirements identified in the Technical Requirements and Performance Work Statement (TR/PWS) of the solicitation. Offerors should thoroughly read and understand the terms and conditions contained in the solicitation. Offerors should ensure that the information contained in their proposal is factual, accurate, and complete. Prior to the closing date and time, offerors shall submit a signed filled-in solicitation, filled-in attachments, and any other supporting documentation. Failure to provide any information requested in the solicitation, or failure to submit on time, may render an offerors proposal technically unacceptable and preclude it from any further consideration for contract award.

Offerors Other Than The OEM

Dealers and suppliers, other than the OEM, that wish to be considered for award must submit an original letter of commitment from the OEM specifically addressing the products, the offeror, and this solicitation. The OEMs letter of commitment must confirm that the offeror is authorized to provide the material identified in this solicitation. The OEMs letter of commitment must include assurance to provide the offeror a guaranteed, uninterrupted source of supply sufficient to satisfy the Governments requirements for the contract period. The offeror must submit the letter of commitment with the proposal. Failure to provide the guarantees mentioned above will result in your elimination from consideration for award.

Pricing

All pricing is to be inserted in Attachment 0001, Price Evaluation Worksheet. Refer to Section A Supplemental Information for additional information.

Pricing - New Hardware

Prices offered must be unit prices which are clearly stated and which require no further interpretation by the Government in order to determine the actual offered price for each item number. Prices must not be stated as part of a pricing formula or as charges per lot. Unit prices offered must include costs of compliance with all solicitation requirements. Prices must be offered for each quantity increment and ordering year, in accordance with Attachment 0001 and any instructions within Attachment 0001.

Delivery

The Government required delivery is stated in Section F. The offeror shall confirm acceptance of the Government required delivery or propose alternate delivery for each NSN for which price(s) is/are proposed in the attachment for delivery.

Past Performance

The offeror may provide past performance information, as follows, for consideration in evaluating past performance:

- a. A list of contracts, commercial or government, performed within the past two years, limited to three (3) government and three (3) commercial contracts for the same or similar items. For this solicitation, same or similar items are defined as items in the same Federal Supply Class. The offeror must identify if the supplied items were new or remanufactured. The offeror must describe the level of effort for engineering services to mitigate obsolete management. The offeror shall provide or include a point of contact (POC), address, telephone number, an average dollar amount of the contract per annum, the period of performance, and a sample listing of the items provided for under the commercial contracts. For any government contracts, provide the government agency, a POC, telephone number, appropriate contract number, estimated dollar value of the contract, period of performance, and a sample listing of the items provided. The Government reserves the right to limit the number of references it decides to contact.
- b. A listing of any problems or discrepancies (includes shortages, overages, damages, defects, or misshipments, etc.) experienced within the past two years for the contracts or customers reported in the paragraph above. Include a brief description of how these problems were addressed and remedied.
- c. Note: Past Performance Information Retrieval System Statistical Reporting (PPIRS-SR) scores shall also be used for past performance evaluation. An offeror with PPIRS-SR scores that are excessively low will not meet acceptability standards. For details concerning PPIRS-SR Classification calculations and contractor data challenge procedures refer to the PPIRS-SR Procedural Guide for Application Development : <http://www.ppirs.gov/>

Additional sources of part performance information can include any source available to the Government, to include, but not limited to: Supplier Performance Risk System (SPRS), Electronic Subcontracting Reporting System (eSRS), Dunn & Bradstreet (D&B), or other databases; interviews with Program Managers, Contracting Officers and Fee Determining Officials; Defense Logistics Agency,

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Defense Contract Management Agency, and other Defense Agencies.

*** END OF NARRATIVE L0006 ***

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EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
1	252.213-7000	NOTICE TO PROSPECTIVE SUPPLIERS ON USE OF SUPPLIER PERFORMANCE RISK SYSTEM IN PAST PERFORMANCE EVALUATIONS	MAR/2018

DLAD PROCUREMENT NOTES INCORPORATED BY REFERENCE

This solicitation incorporates one or more DLAD Procurement Notes by reference, with the same force and effect as if they were given in full text. The full text of a DLAD Procurement Note may be accessed electronically at <http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx> and via 'References' on the DIBBS homepage.

DLAD Proc Note M06 Evaluation of Offers for Part Numbered Items (SEP 2016).

*** END OF NARRATIVE M0001 ***

EVALUATION OF PROPOSALS

This acquisition is expected to have limited competition. The Government will use the lowest price technically acceptable method in accordance with FAR 15.101-2. The Government will award a contract or contracts resulting from this solicitation to the responsible offeror who proposes the lowest evaluated price, and who submits a technically acceptable proposal. In order to be considered for award, an offeror must meet or exceed the technical acceptability standards for the following non-price factors of Supplies-Terms and Conditions, Delivery Requirement and Past Performance:

- 1.) SUPPLIES-TERMS AND CONDITIONS: Supplies-Terms and Conditions will be evaluated on an acceptable or unacceptable basis.
 - a. Acceptable Supplies-Terms and Conditions shall be defined as an offer that meets the minimum requirements of the solicitation, including the Governments product specification requirements in Section B, and all requirements identified in the Technical Requirements and Performance Work Statement and other documents in Section J. Dealers and suppliers, other than the OEM, must submit an original letter of commitment from the OEM, as specified in Section L, to be considered acceptable.
 - b. Unacceptable Supplies-Terms and Conditions shall be defined as an offer that does not meet the minimum requirements of the solicitation. Dealers and suppliers, other than the OEM, that fail to submit an acceptable letter of commitment from the OEM, as specified in Section L, will be considered unacceptable.
- 2.) DELIVERY REQUIREMENT: Proposed delivery schedule will be evaluated on an acceptable or unacceptable basis.
 - a. Acceptable Delivery shall be defined as an offer that meets or better the minimum requirements of the solicitation delivery requirements in Section F, or if the minimum requirements cannot be met, the offeror submits explanation(s) why one or more delivery requirements cannot be met.
 - b. Unacceptable Delivery shall be defined as an offer that does not meet the minimum requirements of the solicitation delivery requirements in Section F.
- 3.) PAST PERFORMANCE: Past performance will be evaluated on an acceptable or unacceptable basis.

Evaluation Criteria:

Past performance history is relevant when it is for efforts involving supplying the same or similar items and engineering services for obsolescence management. Recent performance is defined as two years. Past performance history will be used to determine how well the offeror performed on the contracts included in the history in order to evaluate whether an offeror will be able to successfully perform the required effort.

- a. An offeror's past performance will be determined to be acceptable if, based on the offerors recent performance record on efforts involving same or similar items, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.
- b. An offeror's past performance will be determined to be unacceptable if, based on the offerors recent performance record relating to contracts for same or similar items, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

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MOD/AMD**Name of Offeror or Contractor:**

c. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable".

EVALUATION OF PRICE (Price Factor) - This solicitation is for an Indefinite Quantity contract.

Award and Evaluation Factors

Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-price/non-cost factors.

Evaluation - Pricing - New Hardware

Evaluation will be on the basis of the estimated annual quantity. Refer to section below titled Evaluation of Offers For Indefinite Delivery Type Solicitations.

EVALUATION OF OFFERS FOR INDEFINITE DELIVERY TYPE SOLICITATIONS:

(a) When Federal Acquisition Regulation (FAR) clause 52.216-21 or one of its alternates is contained in this solicitation, this solicitation is for a requirements contract. Offers will be evaluated on the basis of the estimated annual quantity. If quantity increments are offered with various prices, the highest price offered will be used for evaluation.

(b) When FAR clause 52.216-22 is contained in this solicitation, this solicitation is for an Indefinite Quantity contract. Offers will be evaluated on the basis of the estimated annual quantity. Unless (c) is checked below, if quantity increments are offered with various prices, the highest price offered will be used for evaluation. If line items for both DLA direct and customer direct are included in the schedule, offers will be evaluated based on the total extended price for the DLA direct and customer direct line items.

(c) [X] If checked, and subject to the terms and conditions of the solicitation relating to the evaluation of offers for new hardware, the following procedures will be followed:

(1) When offers are requested on a quantity increment basis, each CLIN will be evaluated for price on a weighted basis.

(i) To be considered for award for any item, prices must be offered for each quantity increment cited. Incremental quantities within which it is anticipated orders are most likely to be issued are assigned the highest weights.

(ii) Offers will be evaluated by multiplying the designated weight by the unit price for each order increment and adding the results. Only one award will be made for each line item. Each delivery order will be issued at the price offered for that increment.

(iii) The weighted average evaluated price will be developed for each item using the formula stated in subparagraphs (A) through (C) below.

Number of Quantity Increments	Weightings				
	(Lowest)	(Highest)			
	1st	2nd	3rd	4th	5th
	Increment	Increment	Increment	Increment	Increment
5	30%	20%	20%	20%	10%

(A) The weighted average price (for a given item for a given year) will be arrived at as follows:

(Offered unit price) x (increment weight) = weighted unit price (Sum of weighted unit prices) divided by (the sum of the weights) = weighted average price.

(B) (The weighted average price) x (the estimated annual requirement) = estimated annual cost for a given item for a given year.

(C) The sum of the estimated annual costs for a given item for the base year plus years two through five = the total estimated cost for that item.

(2) When quantity increment prices are not requested, offers for each CLIN will be evaluated by multiplying the unit price by the estimated quantity that may be procured during the contract period to arrive at total price for each CLIN.

(3) Prices offered must be unit prices only which are clearly stated and which require no further interpretation by the Government to determine the actual offered price. Prices must not be stated as part of a pricing formula or as charges per lot. Unit prices

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offered must include costs of compliance with all solicitation requirements, with the exception of additive CLINs. For each item of supply for which a price is offered, prices must be offered for each quantity increment and year. Failure to submit proposed prices in accordance with these instructions may result in rejection of the offer.

(4) In the event first article testing and/or technical data are required for any or all of the CLINS, the cost of such testing and data will be added to the appropriate CLIN or prorated based on the ratio of the estimated quantity for each CLIN to the total estimated quantity of the various CLINs covering the same item or national stock number (NSN). In the event an offeror is low only on one CLIN (where there are several CLINs for the same item) (NSN), the cost of testing and data pertaining to that CLIN will be added for evaluation purposes.

(5) ☐ If checked, when free on board (f.o.b.) origin offers are authorized, transportation costs will be considered in evaluation and will be based on the best estimated quantity of each CLIN as specified elsewhere in this solicitation. Carload or truckload rates will be used to evaluate the cost of transportation for each CLIN unless the best-estimated quantity would not constitute a carload or truckload. In such case, less than carload (LCL) or less than truckload (LTL) rates will be used for evaluation purposes.

*** END OF NARRATIVE M0002 ***

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