# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| 1. CONTRACT ID CODE | PAGE | OF | PAGES |
|---|---|---|---|
| | 1 | | 53 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| Amendment 0004 | October 2, 2012 | | |

6. ISSUED BY CODE SPMLW1

DLA LOGISTICS INFORMATION SERVICE (DLIS)
ATTN: DOD EMALL CONTRACTING OFFICE /DLIS-DEK
74 NORTH WASHINGTON STREET
BATTLE CREEK, MI 49037

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

CODE FACILITY CODE

(X) ☒ 9A. AMENDMENT OF SOLICITATION NO. SPMLW1-09-R-0004

9B. DATED *(SEE ITEM 11)* 11/20/2009

☐ 10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| CHECK ONE | |
|---|---|
| ☐ | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| ☐ | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| ☐ | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| ☐ | D. OTHER *(Specify type of modification and authority)* |

**E. IMPORTANT:** Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

A. Amendment 0004 is issued to: 1) Change the solicitation Procurement Instrument Identification Number (PIIN) from SPM7W1-09-R-0004 to SPMLW1-09-R-0004 as indicated in Block 9A above; 2) Change the ISSUED BY and ADMINISTERED BY address from SPM7W1 - DLA Land and Maritime, to SPMLW1 - DLA Logistics Information Service (DLIS) as indicated in Block 6 above; 3) Incorporate a revised Standard Form 1449 for new offeror submissions; 4) Incorporate several solicitation changes and clause/provision updates as indicated in the follow-on pages; 4) Supersede any replacement pages previously identified under Amendments 0001 - 0003.

B. No immediate closing date is scheduled.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| 15A. NAME AND TITLE OF SIGNER *(Type or print)* | | 16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* | |
|---|---|---|---|
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| *(Signature of person authorized to sign)* | | *(Signature of Contracting Officer)* | |

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**
***OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30***

1. REQUISITION NUMBER

PAGE 1 OF

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: SPMLW1-09-R-0004

6. SOLICITATION ISSUE DATE: 11/20/2009

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: JO SPIGHT, CONTRACTING OFFICER

b. TELEPHONE NUMBER *(No collect calls)*: (269) 961-7170

8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY — CODE: SPMLW1

DLA LOGISTICS INFORMATION SERVICE (DLIS)
ATTN: DOD EMALL CONTRACTING OFFICE /DLIS-DEK
74 NORTH WASHINGTON STREET
BATTLE CREEK, MI 49037

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8 (A)

NAICS:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO — CODE

SEE INDIVIDUAL DELIVERY ORDERS

16. ADMINISTERED BY — CODE

SAME AS BLOCK 9

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE: SL4701

DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)
P.O. BOX 369031
COLUMBUS, OH 43236-9031

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | *(Use Reverse and/or Attach Additional Sheets as Necessary)* | | | | |

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 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

☐ 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

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| **0001** | **VENDOR CATALOG FOR DOD EMALL**<br><br>This schedule is limited to items assigned to DLA for logistics management. It includes Federal Supply Groups (FSGs) and Commercial Classifications within:<br><br>**Automotive Spare Parts; Aircraft Components and Accessories; Ship and Marine Equipment; Industrial Equipment and Machinery; Mechanical Power Transmission Equipment; Railway Equipment including but not limited to:** Vehicle Cab, Body and Frame Structural Components, Vehicle Power Transmission Components, Vehicle Brake, Steer Axle, Wheel and Track Components, Vehicular Engines/Equipment and Accessories, Tractors-Wheeled, Turbines, and Spare parts, Aircraft Components/Space Vehicles and Spares, Aircraft Gunnery Fire Control Components, Aircraft Launching/Landing and Ground Equipment; Airframe Structural Components, Aircraft Propellers, Aircraft Hydraulic, Vacuum and De-icing System Components; Furnace/Steam Plant, Drying Equipment and Nuclear Reactors; Locomotive and Rail Car Access and Components; Pumps and Compressors; Pulley and Belts, Rigging and Rigging Gear; Construction/Mining /Excavating, and Highway Maintenance Equipment; Ship and Boat Propulsion Components, Marine Hardware and Hull Items, Miscellaneous Ship Marine Equipment, Diesel Engine and Components, Gas Turbines, Jet Engine and Components, Fuels, Lubricants, Oils, and Waxes, Woodworking and Metalworking Machinery and Equipment; Agricultural Machinery and Equipment; Miscellaneous Motors/Gears and Connecting Shafts; Anti-friction Bearings, Hydraulic and Pneumatic Presses-Power Driven, Cutting and Forming Tools for Secondary Metalworking Machinery; Industrial Machine Tool Accessories; Industrial Assembly Machinery.<br>These descriptions are provided as examples only and the Government reserves the right to accept what it determines to be acceptable products for inclusion in EMALL.<br><br>**Under Federal Supply Groups (FSGs):** 15, 16, 17, 18, 20, 22, 23, 24, 25, 28, 29, 31, 32, 34, 35 and 36.<br><br>Descriptions of the Federal Supply Classes falling under the above Federal Supply Groups can be found at:<br><br>https://www.dibbs.bsm.dla.mil/Refs/Fsc.aspx<br>(Except those marked " ** " as GSA managed) | | | | |

## COMPLETING THE STANDARD FORM 1449

**Block:**

**#11)** The F.O.B. point shall be ***Destination*** for all items in the resulting contract schedule, Section B. Accordingly, the vendor's transportation costs and packaging related charges must be included in the product price. Vendors may set regional prices, a minimum order value, and quantity discounts.

**#17.a)** List points of contact:

| | NAME | TITLE | PHONE | E-MAIL |
|---|---|---|---|---|
| Sales | _____ | _____ | _____ | _____ |
| EDI | _____ | _____ | _____ | _____ |
| Catalog Mgt | _____ | _____ | _____ | _____ |
| Order Admin | _____ | _____ | _____ | _____ |

Provide your 5-digit CAGE code (_____)

Provide your 9-digit DUNS number (_____)

**#17.b)** Insert Remittance Address if different from the mailing address shown in block 17a:
NOTE: This address should match your Central Contractor Registration (CCR) remittance address.

_____
_____
_____
_____

**# 30.a-c.)** Sign and date the solicitation.

[END OF SECTION]

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## SECTION A - SOLICITATION/CONTRACT FORM

**What is the DOD EMALL?**
The DOD EMALL is an Internet-based e-Commerce purchasing / ordering website for Military and Federal customers. The website at **https://dod-emall.dla.mil** offers millions of off-the-shelf items from the commercial marketplace and Department of Defense sources. DOD EMALL allows customers to make purchases using Military Standard Requisitioning and Issue Process (MILSTRIP), Federal Standard Requisitioning and Issue Process (FEDSTRIP), or Government Purchase Card (GPC). The DOD EMALL website is available 24-hours a day, 7 days a week.

**Solicitation**
This is a Multiple Award Schedule (MAS) for logistics items supporting Military and Federal customers. Vendors must be able to demonstrate that there is a need for the items offered and that historical sales justify placing the items on contract.

It is the Offeror's responsibility to exclude the following from the offer and associated catalog:

- Mandatory source items: Items that compete with AbilityOne and UNICOR (see FAR 8.602 and 8.700 Policy, and FAR 8.603 and 8.704 Purchase Priorities)
- Non-commercial items (See FAR Subpart 2.1 – Definitions, "Commercial item")
- Non-DLA Type Items (See Section B)
- Items requiring government source inspection
- Services
- Surplus items
- Ammunition
- Tires (TACOM managed)
- Items not in accord with the Berry Amendment (see 10 U.S.C. 2533a and DFARS 225.7002-1), Buy American Act (see DFARS 252.225-7007), and Trade Agreements Act (see DFARS 252.225-7021)
- DLA Stocked NSNs if known to the offeror

Offerors are cautioned and reminded that ALL components must be of domestic origin in compliance with clause 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

Offers failing to comply with the exclusions above will be rejected. Offerors may re-submit a corrected offer as long as the solicitation remains open.

All responsible offerors submitting acceptable offers, in good standing with the Government and offering items at fair and reasonable prices, are eligible for award. Individual delivery orders will be placed based on the DOD EMALL customer's determination as to the best value/lowest overall price alternative.

**FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FEB 2012)**

**FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS (MAY 2012)**

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

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

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

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

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

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

[*Contracting Officer check as appropriate*.]

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

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

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

__ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

_X_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

_X_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

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

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

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

__ (11) [Reserved]

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

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

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

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

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

_X_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

_X_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

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

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

__ (iv) Alternate III (Jul 2010) of 52.219-9.

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

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

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

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

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

__ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

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

_X_ (23) 52.219-28, Post Award Small Business Program Re-representation (Apr 2012) (15 U.S.C. 632(a)(2)).

__ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

__ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

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

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

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

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

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

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

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

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

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

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

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

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

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

__ (ii) Alternate I (DEC 2007) of 52.223-16.

_X_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

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

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

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

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

__ (iv) Alternate III (Mar 2012) of 52.225-3.

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

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

__ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X_ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

__ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

__ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

__ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

[*Contracting Officer check as appropriate.*]

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

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

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

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

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

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

__ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

(xiv) 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)

**DFARS 252.212-7001 TERMS AND CONDITIONS RQD TO IMPLEMENT STATUTES OR E.O. APPLICABLE TO DEF ACQ OF COMMERCIAL ITEMS (JUN 2012)**

(a) The contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_X_ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) _X_ 252.203-7000, Requirements Relating to Compensation of Former DoD

Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) _X_ 252.203-7003, Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) _X_ 252.205-7000, Provision of Information to Cooperative Agreement

Holders (DEC 1991) (10 U.S.C. 2416).

(4) _X_ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts)

(JUN 2012) (15 U.S.C. 637).

(5) ____ 252.219-7004, Small Business Subcontracting Plan (Test Program)

(JAN 2011) (15 U.S.C. 637 note).

(6)(i) ____ 252.225-7001, Buy American and Balance of Payments Program

(JUN 2012) (41 U.S.C. chapter 83, E.O. 10582).

(ii) ____Alternate I (OCT 2011) of 252.225-7001.

(7) _X_ 252.225-7008,
Restriction on Acquisition of Specialty Metals (JUL 2009)(10 U.S.C. 2533b).

(8) _X_ 252.225-7009,
Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).

(9) _X_ 252.225-7012,
Preference for Certain Domestic Commodities (JUN 2012) (10 U.S.C. 2533a).

(10) _X_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools

(JUN 2005) (10 U.S.C. 2533a).

(11) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

(12) _____252.225-7017, Photovoltaic Devices (JUN 2012) (Section 846 of Pub.

L. 111-383).

(13)(i) _X_ 252.225-7021, Trade Agreements (JUN 2012) (19 U.S.C. 2501-2518

and 19 U.S.C. 3301 note). *NOTE: Applies to any end products solicited herein by Federal Supply Group (FSG) as also cited under DFARS 225.401-70 END PRODUCTS SUBJECT TO TRADE AGREEMENTS.*

(ii) ____ Alternate I (OCT 2011) of 252.225-7021.

(iii) ____Alternate II (OCT 2011) of 252.225-7021.

(14) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military

Sales (APR 2003) (22 U.S.C. 2779).

(15) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign

Governments (APR 2003) (22 U.S.C. 2755).

(16)(i) _X_ 252.225-7036, Buy American—Free Trade Agreements—

Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301

note). *NOTE: Applies to any end products solicited herein by Federal Supply Group (FSG) as also cited under DFARS 225.401-70 END PRODUCTS SUBJECT TO TRADE AGREEMENTS.*

(ii)___ Alternate I (JUN 2012) of 252.225-7036.

(iii) ___ Alternate II (JUN 2012) of 252.225-7036.

(iv) ___ Alternate III (JUN 2012) of 252.225-7036.

(v) ___ Alternate IV (JUN 2012) of 252.225-7036.

(vi) ___ Alternate V (JUN 2012) of 252.225-7036.

(17) _X_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN

2005) (10 U.S.C. 2534(a)(3)).

(18) ____ 252.225-7039, Contractors Performing Private Security Functions

(JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(19) _X_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(20) ____ 252.227-7013, Rights in Technical Data—Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(21) ____ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).

(22) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c).

(23) _X_ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012) (10 U.S.C. 2227).

(24) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)

(25) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(26) _X_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(27) ____252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

(28) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(29)(i) _X_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(30) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(31) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items clause of this contract (FAR 52.212-5), the contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(2) 252.227-7013, Rights in Technical Data—Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data—Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

**DLAD 52.212-9000 CHANGES - MILITARY READINESS (NOV 2011)**

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

This acquisition is being conducted using FAR Part 12, Acquisition of Commercial Items. FAR 52.213-1, Fast Payment, applies. The terms and conditions in 52.213-1 take precedence over paragraphs (a), (j), (n), and (p) of the clause at FAR 52.212-4.

(End of clause)

[END OF SECTION]

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### VENDOR CATALOG FOR DOD EMALL

This schedule is limited to items assigned to DLA for logistics management. It includes Federal Supply Groups (FSGs) and Commercial Classifications within:

**Automotive Spare Parts; Aircraft Components and Accessories; Ship and Marine Equipment; Industrial Equipment and Machinery; Mechanical Power Transmission Equipment; Railway Equipment including but not limited to:** Vehicle Cab, Body and Frame Structural Components, Vehicle Power Transmission Components, Vehicle Brake, Steer Axle, Wheel and Track Components, Vehicular Engines/Equipment and Accessories, Tractors-Wheeled, Turbines, and Spare parts, Aircraft Components/Space Vehicles and Spares, Aircraft Gunnery Fire Control Components, Aircraft Launching/Landing and Ground Equipment; Airframe Structural Components, Aircraft Propellers, Aircraft Hydraulic, Vacuum and De-icing System Components; Furnace/Steam Plant, Drying Equipment and Nuclear Reactors; Locomotive and Rail Car Access and Components; Pumps and Compressors; Pulley and Belts, Rigging and Rigging Gear; Construction/Mining /Excavating, and Highway Maintenance Equipment; Ship and Boat Propulsion Components, Marine Hardware and Hull Items, Miscellaneous Ship Marine Equipment, Diesel Engine and Components, Gas Turbines, Jet Engine and Components, Fuels, Lubricants, Oils, and Waxes, Woodworking and Metalworking Machinery and Equipment; Agricultural Machinery and Equipment; Miscellaneous Motors/Gears and Connecting Shafts; Anti-friction Bearings, Hydraulic and Pneumatic Presses-Power Driven, Cutting and Forming Tools for Secondary Metalworking Machinery; Industrial Machine Tool Accessories; Industrial Assembly Machinery. These descriptions are provided as examples only and the Government reserves the right to accept what it determines to be acceptable products for inclusion in EMALL.

**Under Federal Supply Groups (FSGs):** 15, 16, 17, 18, 20, 22, 23, 24, 25, 28, 29, 31, 32, 34, 35, 36.

Descriptions of the Federal Supply Classes falling under the above Federal Supply Groups can be found at:

https://www.dibbs.bsm.dla.mil/Refs/Fsc.aspx
(Except those marked " ** " as GSA managed)

**a. Supplies**

The offeror's catalog is a spreadsheet of commercial items following the Required Data Elements format for upload, and includes such information as offeror pricing, discounts, manufacturer and catalog part numbers, item descriptions, number of days to ship, and NSN information where known. All pricing shall be FOB Destination and include the applicable transportation cost.

**b. AbilityOne Program Overview**

The AbilityOne Program is a federal procurement program which generates employment opportunities for individuals who are visually impaired or otherwise severely disabled, through the manufacturing or provisioning of products. The Javits-Wagner-O'Day (JWOD) Act (41 U.S.C. 46 – 48c) established the AbilityOne Program which is administered by the Committee for Purchase From People Who Are Blind or Severely Disabled (the "Committee"). Products identified on the AbilityOne Procurement List are **required** purchases for Military and Federal customers. **The Committee is responsible for determining the fair market prices of AbilityOne products.**

***AbilityOne Authorized Distributor Program***

The AbilityOne Program authorizes vendors to distribute AbilityOne products. Only offerors that are authorized distributors of AbilityOne products may offer AbilityOne products under the basic solicitation and any resultant contract.

*NOTE: Regardless of whether a contractor is authorized to distribute AbilityOne products or not, no contractor shall be permitted to sell ETS-related items under this contract.*

***"Essentially the Same" (ETS) Commercial Products***

Certain products required through the DOD EMALL are considered ETS products as compared to the AbilityOne Procurement List products. Because the AbilityOne products are required purchases for Military and Federal customers, offerors shall remove ETS-type items offered under the basic solicitation or any resultant contract. The AbilityOne

Procurement List can be viewed at http://abilityone.org/work_with_us/procurement.html. A listing of ETS-type items can be viewed at http://www.abilityone.gov/distributors/potential.html. All vendors are subject to a formal ETS review conducted by AbilityOne personnel.

**c. Catalog Hosting on DOD EMALL**

The Centralized Catalog Hosting System (CCHS) https://cchs.csd.disa.mil/cchs/landingPage.aspx shall be used to upload and maintain vendor catalogs.

**d. Delivery**

Within the catalog, the vendor shall establish "Days ARO" (days to ship after receipt of order) and can provide inventory availability (quantity on hand ready for shipment) for each item in its catalog. Contractors shall honor the posted delivery times in the catalog at the time of delivery order placement.

Vendors shall make every effort to ship urgent or high priority orders within 24 hours after receipt of order, at no additional cost to the government. Urgent or high priority orders are identified as *Issue Priority Group (IPG)* 01, 02 and 03, and orders citing Not Mission Capable Supply indicators of 999, N__ or E__ and/or Office of the Secretary of Defense/Joint Chiefs of Staff projects codes beginning with "9."

**e. Delivery Order Cancellations**

Vendors are not permitted to unilaterally cancel delivery orders against this contract. Contact your post-award administrator or ContractsSupport@dla.mil for written cancellation authorization.

**f. Delivery Order Minimum Buy Threshold**

Specify the Delivery Order Minimum Buy Threshold in dollars $_____.

[END OF SECTION]

## SECTION C - SPECIFICATION/SOW/SOO/ORD

RESERVED

[END OF SECTION]

## SECTION D - PACKAGING AND MARKING

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

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

**DLAD 52.211-9010 MILITARY SHIPPING LABEL (MSL) REQUIREMENTS - MIL-STD-129P, ALTERNATE I (AUG 2005)**

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

**DLAD 52.211-9033 PACKAGING AND MARKING REQUIREMENTS (APR-08)**

**DLAD 52.211-9035 MARKING REQUIREMENTS (NOV 2011)**

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

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

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

[END OF SECTION]

## SECTION E - INSPECTION AND ACCEPTANCE

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

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

[END OF SECTION]

## SECTION F - DELIVERIES OR PERFORMANCE

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

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

(b) The permissible variation shall be limited to:

__0%__ Percent Increase

__0%__ Percent Decrease

This increase or decrease shall apply to ALL DELIVERY ORDERS UNDER CONTRACT.

(End of Clause)

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

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

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

**DLAD 52.211-9021 VARIATION IN QUANTITY (NOV 2011)**

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

**DLAD 52.247-9034 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (NOV 2011)**

(a) DCMA Administered Orders: Contact the Transportation Officer at the administering DCMA location.

(b) DLA Administered orders: Contact the DLA Transportation office for shipping instructions by facsimile to 717-770-2701 or via email to delivery@dla.mil. A return fax number must be included with your faxed request. The DDC's hours of operation are Monday through Friday, 7:00 a.m. to 11:00 p.m. and Saturday from 8:00 a.m. to 4:30 p.m. excluding holidays. For urgent requirements and questions, you may call the DDC at 1-800-456-5507. DLA's Distribution Planning and Management System (DPMS) may be used to obtain transportation instructions in lieu of contacting the transportation office.

**DLAD 52.247-9035 SHIPPING INSTRUCTIONS (DOMESTIC) (NOV 2011)**

**DLAD 52.247-9036 SHIPPING INSTRUCTIONS (EXPORT) (NOV 2011)**

[END OF SECTION]

## SECTION G – CONTRACT ADMINISTRATION DATA

RESERVED

[END OF SECTION]

# SECTION H - SPECIAL CONTRACT REQUIREMENTS

## SYSTEM FUNCTIONALITY OF DOD EMALL

### a. Order Transmission

Vendors may receive delivery orders via:

1. Electronic Data Interchange (EDI) - The EDI orders will be in conformance with ANSI X12 version 4010. Available EDI transactions:
   850 Purchase Order
   855 Purchase Order Acknowledgements (optional)
   810 Invoices

2. DIBBS download at https://www.dibbs.bsm.dla.mil/Awards/ or

3. Encrypted e-mail using Pretty Good Protection (PGP) decryption software purchased at vendor's expense.

Vendors may elect to change options with 30 days written notice to the contracting officer.

### b. General Requirements

1. The Defense Logistics Agency does not warrant the accuracy, completeness, or timeliness of information provided through DOD EMALL. Support contractors to the Defense Logistics Agency and the DOD EMALL shall not be held liable for loss or damages resulting from information provided through the DOD EMALL.

2. The Defense Logistics Agency reserves the right to change the terms and conditions for participation in the DOD EMALL. Vendors will be notified of such changes at least 15 calendar days prior to implementing changes that impact vendor participation.

3. Vendors may request termination of their DOD EMALL contract at no cost to the Government via written request to the contracting officer. If approved by the contracting officer, the request will result in a termination of the contract for the convenience of the Government at no cost to the Government (see FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS).

4. Participation in the DOD EMALL is not transferable.

### c. Catalog Modifications

Vendors wishing to update their DOD EMALL catalogs shall use the following procedures:

**Definitions:**

***Additions*** - Adding new items, not currently loaded to the DOD EMALL.
***Sale Items*** – Changes to items offered at sale pricing.
***Updates*** - Changes to any field for existing items (price, description, delivery, etc.).
***Deletions*** - Removing items from your DOD EMALL catalog.
***Zoned Pricing*** - Vendors may offer geographically zoned pricing to reflect shipping costs.
***Price Breaks/Quantity Discounts*** - Discounts for larger quantity purchases.
***Regional Catalogs*** - Vendors may restrict the range covered by the catalog.

Catalog modification requests shall be sent to the DOD EMALL Contracting office at ContractsSupport@dla.mil using the Required Data Elements template. Catalog modification requests must include the mandatory

fields shown in red on the Required Data Elements template. Optional columns are provided for zoned, regional, and quantity discount pricing. Contact the DOD EMALL Contracting office for assistance in designating special pricing via email at ContractsSupport@dla.mil. Do not change field names or delete/add columns.

Catalog modification requests involving multiple changes shall be submitted using separate spreadsheets for each type of change. **Example:**

E-Mail Subject: "*Change Request One for ABC Company under Contract SPMLW1-12-D-EXXX"*

Spreadsheet file names involving 3 different changes:

"*ABC Change One dated 8-5-2010 for 100 Deletions.xlsx"*
*"ABC Change One dated 8-5-2010 for 200 Additions.xlsx"*
*"ABC Change One dated 8-5-2010 for 300 Updates.xlsx"*

Catalog modification requests will be processed as they can be evaluated and will not involve accepting or rejecting on an all or none basis. To follow up on the status of your change request, e-mail the DOD EMALL Contracting office at ContractsSupport@dla.mil.

Vendors may submit the following types of catalog modification requests at any time during the contract duration:

- Price Reductions and Sales
- Deletions
- Price Breaks/Quantity Discounts

**Price Increases**

1. Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:

   (a) Increases resulting from a reissue or other modification of the vendor's commercial catalog/pricelist that was used as the basis for the contract award.
   (b) No more than three increases will be considered during each succeeding 12-month period of the contract (for succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).
   (c) Increases are requested before the last 60 days of the contract period.
   (d) At least 30 days elapse between requested increases.

2. Any delivery orders issued prior to the effective date of a price change shall be honored at the prices stipulated in the delivery order.

3. The Government reserves the right at any time to review prices on the DOD EMALL. Any changes to basic contract pricing methodology or discount structure must be agreed upon by both parties and confirmed by bilateral modification to the contract prior to catalog updates.

**Price Reductions**

1. A price reduction shall apply to purchases under this contract if the vendor —

   a. Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;
   b. Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or
   c. Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or

category of customers) that was the basis of award.

2. The contractor shall offer the price reduction to the eligible ordering activities with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

3. There shall be no price reduction for sales—

    a. To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;
    b. To eligible ordering activities under this contract; or
    c. Made to state and local government entities when the order is placed under this contract (and the State and local government entity is the agreed upon customer or category of customer that is the basis of award); or

    d. Caused by an error in quotation or billing, provided adequate documentation is furnished by the contractor to the contracting officer.

4. The contractor may offer the contracting officer a voluntary Government-wide price reduction at any time during the contract period.

5. The contractor shall notify the contracting officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

6. The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

**Price Adjustment - Failure to Provide Accurate Information**

1. The Government, at its election, may reduce the price of this contract or contract modification if the contracting officer determines after award of this contract or contract modification that the price negotiated was increased by a significant amount because the contractor failed to:

    (a) Provide information required by this solicitation/contract or otherwise requested by the Government; or
    (b) Submit information that was current, accurate, and complete; or
    (c) Disclose changes in the contractor's commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.

2. The Government will consider information submitted to be current, accurate and complete if the data is current, accurate and complete as of 14 calendar days prior to the date it is submitted.

3. If any reduction in the contract price under this clause reduces the price for items for which payment was made prior to the date of the modification reflecting the price reduction, the contractor shall be liable to and shall pay the United States—

    (a) The amount of the overpayment, and;
    (b) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the contractor to the date the Government is repaid by the contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under 26 U.S.C. 6621(a)(2).
    (c) Failure to agree on the amount of the decrease shall be resolved as a dispute. \
    (d) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

### d. Delivery Order Payment Methods, and Vendor Invoicing and Payment

Acceptable methods of payment under any resultant DOD EMALL contract shall be by Government Purchase Card (GPC), Military Standard Requisitioning & Issue Procedures (MILSTRIP), or Federal Standard Requisitioning & Issue Procedures (FEDSTRIP).

Fast Payment procedures apply pursuant to FAR 52.213-1, DLAD 52.212-9001 and DLAD 52.213-9009. DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING Reports (JUN 2012) applies.

Unless by approved exception from the contracting officer, DOD EMALL vendors shall submit invoices using Wide Area Work Flow (WAWF), in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. WAWF and vendor registration information is available on the Internet at https://wawf.eb.mil/, or via the DOD EMALL Contracting office at: ContractsSupport@dla.mil.

### e. Shipping

The DOD EMALL will provide the shipping addresses for each order placed through the DOD EMALL system. Shipment shall be made via a traceable means. **Domestic Shipments (CONUS)** - Material shall be shipped to the address cited on the order following the instructions for shipment on the order. **Overseas Shipments (OCONUS)** – The contractor may ship material directly overseas using best commercial packaging, or material may be shipped using military packaging standards to a Container Consolidation Point (CCP) for forwarding overseas. See Section D for applicable clauses.

### f. Vendor Performance

The Defense Logistics Agency will evaluate vendor performance periodically. Price, delivery, quality, and conformance to the DOD EMALL contract will be reviewed. DLA may utilize past performance information from various information systems, to include but not limited to the Automated Best Value System (ABVS), a DLA computerized past performance system that collects a vendor's current and past performance data and translates it into a numeric score to rate a vendor's overall delivery performance.

### g. Public Key Infrastructure (PKI)

DOD EMALL is fully Common Access Card (CAC)/Public Key Infrastructure (PKI) Enforced. As of 01 May 2011, all DOD EMALL users are required to present a Medium Token Assurance or a Medium Hardware Assurance certificate for access to DOD EMALL. Soft Certificates (ex: browser-based) are no longer permitted. If you are a Federal user and have an agency-issued Common Access Card (CAC) or HSPD-12 equivalent, you will likely be able to access DOD EMALL by presenting these credentials. If you are a Vendor or Contractor with authorization to gain access to DOD EMALL and have not been issued a CAC as mentioned above, you will need to obtain a Medium Token Assurance or Medium Hardware Assurance ECA (External Certification Authority). There are currently three approved commercial sources for these. Contact one of these approved sources and obtain the certificate, token, and all associated hardware and software.

- IdenTrust, Inc. Email: helpdesk@identrust.com Web: http://www.identrust.com
  Phone: 888-882-1104

- Operational Research Consultants, Inc. (ORC) Email: ecahelp@orc.com Web: http://www.eca.orc.com
  Phone: 800-816-5548

- Symantec Corporation email: eca_support@symantec.com web: http://www.verisign.com
  Phone: 866-202-5570

DOD EMALL is not responsible for PKI software supplied by third party sources.

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

**DLAD 52.249-9039 REMOVAL OF GOVERNMENT ID FROM NON-ACCEPTED SUPPLIES (NOV 2011)**

[END OF SECTION]

## SECTION I - CONTRACT CLAUSES

**FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)**

**FAR 52.213-1 FAST PAYMENT PROCEDURE (MAY 2006)**

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

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **AS SET BY VENDOR** 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 *$100,000;*
(2) Any order for a combination of items in excess of $100,000; 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

(End of Clause)

**FAR 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 contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after [***SEE BLOCK 3, STANDARD FORM 1449***.]

(End of Clause)

**FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)**

**FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION & MATERIAL SAFETY DATA (JAN 1997)**

(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 (*If none, insert "None"*) | Identification No. |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(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.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (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)

**FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)**

**FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)**

**FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**

**FAR 52.242-13 BANKRUPTCY (JUL 1995)**

**FAR 52.243-1 CHANGES—FIXED-PRICE**

**FAR 52.247-68 REPORT OF SHIPMENT (RESHIP) (FEB 2006)**

**FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es) and/or as otherwise specified by the contracting officer:

https://www.acquisition.gov/far/
http://www.dla.mil/Acquisition/Pages/DLAD.aspx
http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

(End of provision)

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

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

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

**FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)**

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

**DFARS 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991)**

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

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

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

**DFARS 252.225-7013 DUTY-FREE ENTRY (JUN 2012)**

**DFARS 252.225-7025 RESTRICTION ON ACQUISITION OF FORGING (DEC 2009)**

**DFARS 252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (APR 2003)**

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

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

**DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN 2007)**

**DLAD 52.211-9014 CONTRACTOR RETENTION OF TRACEABILITY DOCUMENTATION (OCT 2008)**

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

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

**DLAD 52.216-9010 CONTRACT QUANTITY LIMITATIONS (NOV 2011)**

The quantity limitations on any contract resulting from this solicitation are as follows during the contract period:

(1) Minimum Quantity or Dollar Amount: *$100.00*

(2) Maximum Quantity or Dollar Amount: *$5,000,000.00*

The Government is obligated to order only the minimum quantity or dollar figure stated above.

(End of Clause)

**DLAD 52.219-9018 NOTICE OF SUBCONTRACTING PLAN (NOV 2011)**

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

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

**DLAD 52.239-9000 Y2K COMPLIANCE NOTICE (JUN 2002)**

**DLAD 52.246-9053 COMMERCIAL WARRANTY (SEP 2008)**

The Contractor agrees that the supplies or services furnished under this contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. Attach a copy of the commercial warranty to this offer if applicable.

(End of Clause)

[END OF SECTION]

## SECTION J – LIST OF ATTACHMENTS

RESERVED

[END OF SECTION]

## SECTION K - REPRESENTATIONS, CERTIFICATIONS, & OTHER STATEMENTS

Section K, L, and M, will be deleted from any resulting award pursuant to FAR 15.204-1. Therefore, the page numbers indicated on the front of the award and on the last page of the Continuation Sheet may not reflect the actual number of pages in the award document.

### FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS, COMMERCIAL ITEMS (APR 2012) WITH ALTERTNATE I

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via https://www.acquisition.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

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

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

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

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

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

(8) FSC 9610, Ores;

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

(10) FSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

(b)

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

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

[*Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.*]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) *General.* The offeror represents that either—

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

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

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

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

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

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

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

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

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

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

(2) *Affirmative Action Compliance*. The offeror represents that—

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been

mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

| **Line Item No.** | **Country of Origin** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[*List as necessary*]

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

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

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

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

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

| **Line Item No.** | **Country of Origin** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[*List as necessary*]

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

Other Foreign End Products:

| **Line Item No.** | **Country of Origin** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[*List as necessary*]

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

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

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

Canadian End Products:

| **Line Item No.** |
|---|
| _____ |
| _____ |
| _____ |

[*List as necessary*]

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

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

Canadian or Israeli End Products:

| **Line Item No.** | **Country of Origin** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[*List as necessary*]

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

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

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

| **Line Item No.** | **Country of Origin** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[*List as necessary*]

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

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

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

Other End Products:

| **Line Item No.** | **Country of Origin** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[*List as necessary*]

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

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

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

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

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

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

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

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

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

(ii) *Examples*.

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

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

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

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

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

(1) *Listed end products*.

| **Listed End Product** | **Listed Countries of Origin** |
|---|---|
| _____ | _____ |
| _____ | _____ |

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

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

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

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

(1) o 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) o Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) *Taxpayer Identification Number (TIN) (*26 U.S.C. 6109*, 31 U.S.C. 7701)*. (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

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

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

(3) *Taxpayer Identification Number (TIN)*.

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
- o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- o Offeror is an agency or instrumentality of a foreign government;
- o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent*.

- o Offeror is not owned or controlled by a common parent;

- o Name and TIN of common parent:
  Name _____.
  TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

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

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

(o) *Sanctioned activities relating to Iran*.

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

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

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

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

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

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

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

*Alternate I (Apr 2011).* As prescribed in 12.301(b)(2), add the following paragraph (c)(12) to the basic provision:

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

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

____ Black American.

____ Hispanic American.

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

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

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

____ Individual/concern, other than one of the preceding.

(End of provision)

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

**DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JUN 2005)**

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

(1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) “United States” means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea*. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it—

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

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

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

(End of provision)

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

**FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

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

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

| PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE) | NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT |
|---|---|
| _____ | _____ |
| _____ | _____ |

(End of provision)

## DFARS 252.225-7020 TRADE AGREEMENTS CERTIFICATE (JAN 2005)

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

(b) *Evaluation.* The Government—

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

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

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

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

(iii) A national interest waiver has been granted.

(c) *Certification and identification of country of origin.*

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

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

(Line Item Number) (Country of Origin)

(End of provision)

## DFARS 252.225-7035 BUY AMERICAN--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2012)

(a) *Definitions.* "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Moroccan end product," Peruvian end product," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American—Free Trade Agreements—Balance of Payments Program 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) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American—Free Trade Agreements—Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

(Line Item Number) (Country of Origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, or Peruvian end products:

(Line Item Number) (Country of Origin)

(iii) The following supplies 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)

[END OF SECTION]

## SECTION L - INSTRUCTIONS, CONDITIONS, & NOTICES TO OFFERORS OR RESPONDENTS

The DOD EMALL Contracting office evaluates offers in the order in which they are received. However, priority may be given to processing certain offers when circumstances dictate, to include but not limited to when a federal agency specifically requests an expedited offer review in order to meet a pending or emergent requirement, or other DOD or federal customer needs.

**Do not alter the solicitation or required attachments in any manner. Changes, deletions, or additions to the document, other than required fill-in information, may result in the rejection of the offer.**

**In order to fully evaluate an offer, all elements of the solicitation must be completed. You should pay close attention to the requirements noted below. Failure to provide any element of these requirements may result in rejection of your offer as substantially incomplete or insufficient to evaluate.**

### Announcement regarding CCR, ORCA and EPLS

The Government is in the process of transitioning to the System for Award Management (SAM), which is a new system that will combine multiple individual federal procurement systems currently used into one single-entry point system. Offerors are required to utilize SAM in place of the old systems such as the Central Contractor Registration (CCR), Excluded Parties List System (EPLS), Online Representations and Certifications Application (ORCA), etc. Offerors must ensure CCR registrations and ORCA database representations and certifications are current, accurate, and complete. The web address for SAM is www.sam.gov.

www.acquisition.gov **–** This site links you to all sites prospective offerors might need (SAM, e-SRS, FedBizOpps).

**When submitting an offer, the following requirements must be met:**

1. Complete and submit all required documents, to include the SF 1449, contractor certifications and representations and/or ORCA/SAM equivalent, and other documents where applicable (e.g. Letter(s) of Supply/Commitment, Agent Authorization Letter, subcontracting plan, etc.)

2. If you are not the manufacturer of the product(s) you are offering, an acceptable Letter of Commitment/Supply must be provided. Failure to provide acceptable Letters of Commitment/Supply may result in rejection of the offer as non-responsive**. See Letter of Supply template for required language.**

3. In accordance with FAR 4.102(e), you must provide an Agent Authorization Letter if you have authorized an Agent/Consultant to act on your behalf. **See the Agent Authorization Letter template attachment.**

4. If you are classified as other than small business (or are owned by or affiliated with a large business), your offer will be valued in excess of $650,000 for the basic contract period. **Therefore, a Small Business Subcontracting Plan MUST be submitted with your offer.** See the Small Business Subcontracting Plan attachment for a sample format for the plan. Failure to provide an acceptable Subcontracting Plan (if required) may result in rejection of the offer as non-responsive. Questions concerning subcontracting plans must be directed to the DOD EMALL Contracting office at: ContractsSupport@dla.mil.

5. Reference Section B of the basic Solicitation, VENDOR CATALOG FOR DOD EMALL, the offeror's catalog is a price list of commercial items following the Required Data Elements format for upload available via request to: ContractsSupport@dla.mil. The catalog includes such information as offeror pricing, discounts, manufacturer and catalog part numbers, item descriptions, number of days to ship, and NSN information where known. All pricing shall be FOB Destination and include the applicable transportation cost. The offeror must describe the basis or methodology for determining how prices in its catalog were established. This information may include, for example, evidence of prices on a GSA schedule held by the contractor, evidence of commercial sales at the prices quoted, invoices from vendors, and the overhead and profit factors added by the contractor to derive the catalog price.

Pricing may be set up in incremental ranges or quantity price breaks. DOD EMALL encourages the use of quantity discounts. Quantity price breaks can be included in your catalog spreadsheet, for example:

1 - 09 = $1.00,
10 - 24 = $0.90,
25 - 99 = $0.75
Etc.

Prices shall include any applicable transportation and handling costs (e.g. overhead, profit, etc.).

Regional Pricing – Vendors may set regional prices based on the shipping destination defined by the Postal ZIP Code or country code. Different prices can be shown for different "ship to" destinations.

Regional Catalogs – Vendors may limit an item's availability to a particular region based on the customer's ship to destination.

If special catalogs or price lists are printed for the purpose of this offer, such descriptive catalogs or price lists shall include a statement indicating the special catalog or price list represents a verbatim extract from the contractor's commercial catalog and/or price list, and identify the descriptive catalog and/or price list from which the information has been extracted.

6. If you are offering products which require Hazardous Material Identification and Material Safety Data Sheets, see FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION & MATERIAL SAFETY DATA (JAN 1997)DFARS 252.223-7001 HAZARDOUS WARNING LABELS (DEC 1991) in the Basic Solicitation and ensure the applicable representations and certifications are complete, to include the submission of Material Safety Data Sheets (MSDS) and Hazardous Warning Labels (HWL) where applicable.

**General Information:**

1. If your firm previously held an EMALL contract that was cancelled, terminated, or otherwise expired due to marginal sales and/or delivery order activity, you must submit a marketing plan detailing the steps you plan to take to generate sales through a new EMALL contract. A new offer for your company will not be considered until 12 months have lapsed from the effective date of the cancellation or expiration of the previous contract. Any offer submitted prior to the completion of the 12 month period will be rejected.

2. Reference Section B of the basic solicitation, VENDOR CATALOG FOR DOD EMALL, the AbilityOne Program is a federal procurement program which generates employment opportunities for individuals who are visually impaired or otherwise severely disabled, through the manufacturing or provisioning of products. The Javits-Wagner-O'Day (JWOD) Act (41 U.S.C. 46 – 48c) established the AbilityOne Program which is administered by the Committee for Purchase From People Who Are Blind or Severely Disabled (the "Committee"). Products identified on the AbilityOne Procurement List are **required** purchases for Military and Federal customers. **The Committee is responsible for determining the fair market prices of AbilityOne products.**

   Offerors are encouraged to become authorized distributors of AbilityOne products. For more information on the AbilityOne Program, visit http://www.abilityone.gov/distributors/potential.html for more information and the application criteria. The point of contact at the AbilityOne Program is Mr. Eric Beale at ebeale@abilityone.gov or (703) 603-2119. Vendors that become authorized to distribute AbilityOne products must include the AbilityOne product offering under any resultant contract.

   Certain products required through the DOD EMALL are considered "Essentially the Same" (ETS) commercial products as compared to the AbilityOne Procurement List products. Because the AbilityOne products are required purchases for Military and Federal customers, offerors shall remove ETS-type items from their offered catalog. The AbilityOne Procurement List can be viewed at http://abilityone.org/work_with_us/procurement.html. A listing of ETS-type items can be viewed at http://www.abilityone.gov/distributors/potential.html.

Contractors shall certify in writing that their offer contains no ETS-type items. All contractors are subject to a formal ETS review conducted by AbilityOne personnel.

3. Berry Amendment Compliance – The Berry Amendment is a statutory requirement that restricts, among other things, the Department of Defense (DOD) from using funds appropriated or otherwise available to DOD for the procurement of such items as food, clothing, fabrics, fibers, yarns, other made-up textiles, and hand or measuring tools that are not grown, reprocessed, reused, or produced in the United States. Due to the requirements of the Berry Amendment, DOD customers may not be able to place orders under any resultant contract under this basic solicitation for items not in compliance with the Berry Amendment.

4. Trade Agreements Act Compliance – Products offered in the catalog must comply with the Trade Agreements Act (TAA) where applicable. The Government will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products (reference DFARS 252.225-7021). It is the responsibility of the offeror to determine TAA compliance. When evaluating offers, the contracting officer will rely solely on the representations and certifications of the offeror and will not make substantial transformation determinations.

5. A financial responsibility determination will be completed on your firm. Please ensure that your Dun and Bradstreet information is current, accurate, and complete. Financial documentation (e.g. Income Statement and Balance Sheet) from your firm's last 2 fiscal years may be required in order for the contracting officer to make a determination of your firm's financial responsibility.

**FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (FEB 2012)**

**Vendors shall submit the following with the offer:**

Evidence including commercially published catalogs, websites, invoices from commercial customers, or other documentation demonstrating that the product lines offered are:

a) Customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and -
    1. Have been sold, leased, or licensed to the general public; or,
    2. Have been offered for sale, lease, or license to the general public;
b) Any item that evolved from an item described in paragraph (1) of this definition through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;
c) Any item that would satisfy a criterion expressed in paragraphs (1) or (2) of this definition, but for --
    1. Modifications of a type customarily available in the commercial marketplace; or
    2. Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements.

Vendors shall provide a copy of their commercial warranty/return policy in accordance with DLAD 52.246-9053 COMMERCIAL WARRANTY (SEP 2008), herein incorporated into any resulting contract from this basic solicitation.

**FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)**

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

**DLAD 52.233-9000 AGENCY PROTESTS (NOV 2011)**

[END OF SECTION]

## SECTION M - EVALUATION FACTORS FOR AWARD

**Evaluation Factors:**

a) The contracting officer will perform price analysis using the techniques in FAR 15.404-1(b) to determine the price reasonableness of each item evaluated for pre-award price reasonableness determinations on new catalogs. However, if the contracting officer determines that information on competitive proposed prices or previous contract prices is not available or is insufficient to determine that the price is fair and reasonable, the contracting officer may use any techniques as appropriate to the circumstances applicable to the acquisition. The contracting officer may request additional information from the vendor to support the proposed pricing in order to assure the Government is obtaining the offeror's best price and that offered prices are reasonable.

b) Regional pricing will be reviewed by comparing the item base price plus reasonable transportation cost as evaluated by the USPS, commercial freight, or commercial shippers (e.g. Fed-Ex, UPS, etc.).

**Evaluation—Commercial Items (Multiple Award Schedule)**

a) The Government may make multiple awards for the supplies offered in response to this solicitation that meet the definition of a "commercial item" in FAR 52.202-1. Awards may be made to those responsible offerors offering fair and reasonable pricing, conforming to the solicitation requirements, and deemed most advantageous to the Government, taking into consideration the volume, variety, and complexity of items of various manufacturers and the differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable supplies, ordering activities are afforded the opportunity to fulfill their requirements with the item(s) that constitute the best value and that meet their needs at the lowest overall cost.

b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.