

**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	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
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9. ISSUED BY _____ CODE _____	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS NAICS: _____ SIZE STANDARD: _____ <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING _____
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO _____ CODE _____	16. ADMINISTERED BY _____ CODE _____
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17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____	18a. PAYMENT WILL BE MADE BY _____ CODE _____
TELEPHONE NO. _____	

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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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)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
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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 Contractor and Government Entity (CAGE) code (_____)

Provide your 9-digit Data Universal Numbering System (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.

(If you have not registered or your registration has expired, please visit the website at www.sam.gov) Award cannot be made to a vendor that is not registered in the CCR.

#19-24 Item No. Schedule of Supplies, Quantity, Unit:

This solicitation contemplates award of multiple contracts that complement and enhances DOD EMALL catalogs and provides our customers with an efficient and cost-effective method to access commercial products.

The offeror is requested to submit a complete proposal which addresses all requirements, including the Other than Cost or Pricing Data and all certifications and representations, as specified in this solicitation.

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-emma.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.

It is the Offeror's responsibility to exclude the following from the proposal 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
- Items requiring government source inspection
- Services
- Surplus Items
- Ammunition
- Tires
- Items not in accordance with the Berry Amendment (see 10 USC 2533a and DFARS 252.7002-1), 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 (JUN 2012)(10 USC 2533a)

Offers failing to comply with the exclusions above will be rejected. Offerors may re-submit a corrected proposal 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.

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 Codes (FSCs) and Commercial Classifications within: **Federal Supply Codes (FSC) 7610, 7630, 7660, 7690, 9925 and 9999.**

FSC CLASS	DESCRIPTION	CHECK ITEM OFFERED
7610	Books and Pamphlets Specific to - books and pamphlets related to religious publications and media	<input type="checkbox"/>
7630	Newspapers and Periodicals Specific to – newspapers and periodicals relating to specific religious topics of interest.	<input type="checkbox"/>
7660	Sheet and Book Music Specific to – sheet and book music for various religious type service use and sheet and book music relating to various religious type topics of interest.	<input type="checkbox"/>
7690	Miscellaneous Printed Matter Includes- printed matter directly related to religious backgrounds and printed matter directly related to religious topics of interest.	<input type="checkbox"/>
9925	Ecclesiastic Equipment, Furnishings, and Supplies	<input type="checkbox"/>
9999	Misc: Religious Recorded Materials Specific to: recorded media specific to religious topics of interest. This includes religious based self-help recorded materials, recorded materials of religious significance, and religious based materials for individual development and mental health support.	<input type="checkbox"/>

Descriptions of the Federal Supply Classes falling under the above Federal Supply Group as listed above can be found at:

<https://www.dibbs.bsm.dla.mil/Refs/Fsc.aspx>

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

The Delivery Order Minimum Buy Threshold in dollars is **\$25.00**.

[END OF SECTION]

SECTION C - SPECIFICATION/SOW/SOO/ORD

A. GENERAL INFORMATION

A. OVERVIEW

1. The DOD EMALL is an Internet-based e-Commerce purchasing/ordering website for Military, Federal, State and Local Agency 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.
2. It is the Offeror's responsibility to exclude the following from the proposal 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
 - Items requiring government source inspection
 - Services
 - Surplus Items
 - Ammunition
 - Tires
 - Items not in accordance with the Berry Amendment (see 10 USC 2533a and DFARS 252.7002-1), 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 (JUN 2012)(10 USC 2533a)

Offers failing to comply with the exclusions above will be rejected. Offerors may re-submit a corrected proposal 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.

B. CUSTOMERS

1. The catalog items available under the resultant contract will be accessed by authorized ordering locations via the DOD EMALL program. The Government reserves the right to add or delete ordering facilities anytime during the contract period, to include option periods exercised.

2. Ordering facility participation in the DOD EMALL program is voluntary; however, many customers have been mandated to decrease the amount of manual orders by using DOD EMALL.

II. BASIC REQUIREMENTS

- A. The vendor agrees to use the DOD EMALL system to display its catalog for items available to authorized users.
- B. The vendor agrees to let all authorized users of the system view any information displayed in the system.
- C. The vendor agrees to permit authorized users to order from its catalog using DOD EMALL. DOD EMALL shall be the sole means by which orders are placed under this contract.
- D. The vendor shall provide its own computer hardware and software necessary to transmit and receive electronic orders.

III. DOD EMALL CATALOG REQUIREMENTS

- A. All contracts hosted on DOD EMALL will be posted on the DOD Electronic Document Access (EDA) and Federal Procurement Data System (FPDS) by the supplier's Government Contracting Officer. Contracts that are not posted on EDA and FPDS will not be hosted on DOD EMALL. The DOD EMALL program is mandated to comply with all financial and contracting regulations.
- B. Vendors will create a catalog in the Microsoft Excel spreadsheet titled "Required Data Elements." (attached) This spreadsheet contains nine (9) mandatory data elements about each product. Do not change the format of the spreadsheet and do not change the column headers on the spreadsheet. The template contains instructions, a listing of approved unit of issue codes, and the data dictionary that defines each field. Catalog data elements must comply with the requirements listed on the "Instructions" tab, "Data Dictionary" tab and the "Product Unit of Issue Codes" tab located on the "Required Data Elements" spreadsheet. If the catalog does not comply with these requirements, it will be returned for correction.
- C. Requests for catalog deletions and/or price decreases shall be submitted to the Contracting Officer and may be requested at any time by submitting a spreadsheet containing the required information.
- D. Items determined by the Contracting Officer to not be fair and reasonable will not be added to the DOD EMALL catalog.

IV. CONTRACT PRICING

- A. All prices shall be FOB Destination and fixed at time of contract award for a one-year period, unless otherwise specified. Price increases for items during the Base year are prohibited. The vendor may elect to hold its prices firm from one contract period to another. It is the responsibility of the vendor to pass all price decreases through DOD EMALL to any user of the DOD EMALL system throughout the year. Additionally, it is the responsibility of the vendor to ensure that the unit price of the item matches the vendor's offered price prior to acknowledgement of an order.

- B. Option Period Pricing: The Contracting Officer will entertain price increases in accordance with Section H contained in the contract or unless otherwise specified or negotiated in writing. During the option renewal, the vendor will be given an opportunity to increase its prices. Failure to submit a valid file in accordance with all of the required fields, applicable discounts and other pertinent information during the time specified time, may cause a delay in the evaluation of the file. This evaluation should be completed within 45 days, but may be delayed if complete and accurate information is not received or pricing cannot be verified.
- C. Orders received at such time the option pricing is being evaluated must be filled at the price at time of order. The vendor will be required to honor orders at the lower price until price increases have been processed and loaded into the vendor's DOD EMALL catalog.
- D. The vendor is required to maintain a website or on-line catalog for purposes of verifying list prices. The Contracting Officer and/or Acquisition Specialist must be granted access in order to validate the vendor's bona fide commercial list price.

V. ORDERING/CONFIRMATION/DELIVERY

1. The vendor shall accept individual delivery orders on a daily basis from the authorized ordering facilities.
2. The order shall provide an electronic "order confirmation" which confirms orders at the line item level to the ordering facility within twenty-four (24) hours following transmission of the order. Orders received on Friday, Saturday, Sunday or Federal holidays shall be acknowledged on the next business day.
3. All orders issued against the resultant contract are "fill or kill." The vendor must be able to satisfy the total quantity requirements for the line item within the lead-time as specified in the Statement of Work. If the vendor cannot fill the entire quantity for the line item, it must be rejected ("killed").
4. Partial fills and backorders are not permitted under the contract.
5. Once a DOD EMALL order or line item is rejected, the vendor SHALL NOT make shipments against the affected order or line item. If shipment is made, the vendor will not be paid for the product.
6. The vendor should not confirm any orders it cannot deliver with the contractual timeframes delineated in their catalog after receipt of order (ARO).

VI. INVOICING

- A. The vendor is not prohibited from filling an order from more than one warehouse or multiple source locations. However, all items confirmed under the same delivery order acknowledgment must be listed on one packing slip and consolidated onto one invoice. Multiple invoices are prohibited.

B. Only detailed invoices are acceptable. Each line item must be listed separately on the invoice. If items for the same line are shipped from multiple locations, the quantity must be consolidated onto one line, indicating the full quantity shipped, and invoiced as one line item. The vendor may not have the same line item listed multiple times on the same invoice.

C. THE VENDOR MAY NOT INVOICE PRIOR TO SHIPMENT OF THE ORDER.

VII. CUSTOMER SERVICE REQUIREMENTS

A. The vendor shall have the ability to provide product recall notification to the ordering facility (ies) that have received affected product and to DOD EMALL. Product recall notification must be made within 48 hours, in all cases, of notification by the manufacturer or its supplier/distributor.

B. The vendor shall accept return of goods under the following conditions:

- 1) Products shipped in error;
- 2) Products damaged in shipment;
- 3) Products with concealed shipping damages;
- 4) Products that are recalled;
- 5) Returns consistent with the vendor's normal return policy, except that restocking fees may not be charged if product was not shipped to the customer by either the vendor or the manufacturer/distributor;
- 6) products shipped after customer has indicated an order is to be cancelled.

VIII. SPECIAL TERMS AND CONDITIONS

A. This is an indefinite delivery indefinite quantity contract for supplies and is effective for one 12 month base period from the date of contract award. The Government reserves the right to exercise unilaterally up to an additional four (4) 12 month options. The guaranteed minimum purchase under the resultant contract is **\$100.00**.

B. Due to the nature of the contract, deliveries or performance should be made only as authorized by orders issued in accordance with this contract. Except for limitation on quantities or dollar amount, there is no limit on the number of orders issued.

C. The contract maximum for this acquisition is \$5,000,000.00.

D. The vendor shall sign a copy of the Supplier Agreement/Business Rules and submit along with their proposal. A signed copy of The Business Rules will be attached and incorporated into the resultant contract.

[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 2008)

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 SPMLW1-13-D-XXXX*”

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 conditions are met as per the Supplier Agreement/Business Rules.
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

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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)

[END OF SECTION]

SECTION I - CONTRACT CLAUSES

Contract Clauses, Provisions and Notices

All clauses, provisions and notices are incorporated herein by reference with the same force and effect as if set forth in full text, and made a part of the solicitation/order as applicable.

The following web sites are provided to vendors to obtain the full text of the FAR, DFARS, and DLAD provisions and clauses listed below: <http://www.dla.mil/Acquisition> and <http://farsite.hil.af.mil/>

FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

52.212-4, Contract Terms and Conditions – Commercial Items (FEB 2012) is incorporated in this solicitation by reference. Its full text may be accessed electronically at the above website.

52.212.5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Nov 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.]

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

___ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Aug 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' 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).

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

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

___ (11) [Reserved]

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

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

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

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

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

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 (July 2010) of 52.219-9.

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

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

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. 657f).

 X (23) 52.219-28, Post Award Small Business Program Rerepresentation (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).
- ___ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ___ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (Mar 2012) of 52.225-3.
- ___ (iii) Alternate II (Mar 2012) of 52.225-3.
- ___ (iv) Alternate III (Nov 2012) of 52.225-3.
- ___ (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (43) 52.226-4, 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 U.S.C. 351, *et seq.*).

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

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

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

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

(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)

252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items. (NOV 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.

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) [252.203-7000](#), Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

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

(3) [252.205-7000](#), Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) [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) [252.225-7008](#), Restriction on Acquisition of Specialty Metals (JUL 2009)(10 U.S.C. 2533b).

- (8) [252.225-7009](#), Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).
- (9) [252.225-7012](#), Preference for Certain Domestic Commodities (JUN 2012) (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 (NOV 2012) (Section 846 of Pub. L. 111-383).
- (13)(i) [252.225-7021](#), Trade Agreements (NOV 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (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) [252.225-7036](#), Buy American—Free Trade Agreements—Balance of Payments Program (NOV 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) Alternate I (JUN 2012) of [252.225-7036](#).
- (iii) Alternate II (NOV 2012) of [252.225-7036](#).
- (iv) Alternate III (JUN 2012) of [252.225-7036](#).
- (v) Alternate IV (NOV 2012) of [252.225-7036](#).
- (vi) Alternate V (NOV 2012) of [252.225-7036](#).
- (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) [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) [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (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) [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) [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)

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 **\$25.00** 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 52.217-9 -- Option to Extend the Term of the Contract. (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 14 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **60 months.**

(End of Clause)

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)

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 (<i>If none, insert "None"</i>)	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 52.247-68 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 (DEC 2006)

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 (AUG 2012)****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 (NOV 2011)**

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

ATTACHMENT 1 - Supplier Information Package/Business Rules

ATTACHMENT 2 - Requirements Spreadsheet

ATTACHMENT 3 - Agent Authorization Letter

ATTACHMENT 4 - Letter of Supply Template

ATTACHMENT 5 - Past Performance Questionnaire

ATTACHMENT 6 - Sample Small Business Sub-contracting Plan

[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.

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (NOV 2012)

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates 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 the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

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

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the 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 representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable 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 is to be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

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

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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, Panamanian, or

Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

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

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:

[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) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
- (3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(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 is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701)*. (Not applicable if the offeror is required to provide this information to 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).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

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

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

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

(End of Provision)

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 or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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

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

Alternate II (Jan2012). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(10)(iii) to the basic provision:

(iii) Address. The offeror represents that its address [] is, [] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.acquisition.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. “Address,” as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, “address” refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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 (NOV 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,” “Panamanian 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, Panamanian 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, Panamanian 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 52.209-7 – Information Regarding Responsibility Matters. (Feb 2012)

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of

a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

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

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

(End of provision)

FAR 52.209-9 – Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

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.

DLAD 52.211-9009 NON-ACCEPTABILITY OF GOVERNMENT SURPLUS MATERIAL (NOV 2011)**FAR 52.216-27 -- Single or Multiple Award (Oct 1995)**

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**DLAD 52.233-9000 AGENCY PROTESTS (NOV 2011)**

[END OF SECTION]

SECTION M - EVALUATION FACTORS FOR AWARD

Evaluation of Proposals

This section is intended to explain the rationale and precise criteria by which proposals resulting from this solicitation will be evaluated. Offerors are advised that they are not restricted as to what is presented in their proposals, as long as sufficient material is provided to allow evaluation of specific proposal elements defined in Section M which follows.

Basis of award

a. Basis of Contract Award

The award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the Government all factors considered. Contracts may be awarded to the Offeror who is deemed responsible in accordance with the FAR, as supplemented, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and whose proposal is judged, based on the evaluation factors to represent the best value to the government. The Government will seek to award a contract to the Offeror who gives DOD EMALL the greatest confidence that it will best meet, or exceed, the requirements. All awards will be based upon lowest price technically acceptable source selection. While the Government evaluation will strive for maximum objectivity, the source selection process, by its nature, is subjective; and therefore, professional judgment is implicit throughout the entire process.

b. Rejection of Unrealistic Offers

The Government may reject any proposal that is evaluated to be unrealistic in terms of requirement commitments, contract terms and conditions, or cost, either high or low, when compared to government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the requirement.

c. Correction Potential of Proposals

The Government will consider, throughout the evaluation, the "correction potential" of any deficiency or uncertainty. The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of an Offeror's proposal does not meet the Government's requirements and is not considered correctable, the Offeror's proposal may be rejected.

d. Discussions

The Government intends to conduct discussions. If, during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, Offeror responses to Evaluation Notices (ENs) and the Final Proposal Revisions (FPR) will be considered in making the award decision.

e. Organizational Conflict of Interest Plan

The Government will evaluate the Offeror's Organization Conflict of Interest Plan for thoroughness, enforceability, and clarity of organization barriers that will reduce the likelihood of occurrences of conflicts of interest.

Evaluation Factors

Factor 1- Past Performance Factor

This factor will be evaluated on the basis of relevant past performance for contracts performed (completed or ongoing) during the last three 3 years. This factor will be scored on the degree of relevancy and success in past performance efforts of a similar scope, size, complexity, and subject matter in accordance with the Solicitation. Performance measures will be evaluated on the degree of quality, success, and risk found in these measures.

Past Performance Factor, represents the evaluation of an Offeror's past work record to assess the Government's confidence in the Offeror's probability of successfully performing as proposed. The Government will evaluate the Offeror's demonstrated record of contract compliance in supplying products and services that meet user needs, including cost and schedule. In determining recency, any work on contracts and/or tasks performed within 3 years of the date of submission of proposal will be determined recent.

The Past Performance evaluation will be accomplished by reviewing aspects of an Offeror's recent and relevant past performance, focusing on and targeting performance that is relevant to the requirement. Following are the methods the government would use to gather Past Performance information:

a. Past Performance Questionnaire: Offeror's shall have a minimum of 3 references fill out the Past Performance Questionnaire to demonstrate relevant input for the evaluation of this factor, using the Questionnaire in Attachment 5. Questionnaire must be submitted directly by the person/agency completing the questionnaire to the DOD EMALL Contracting Office on company letterhead if faxed or emailed from a corporate email account. The completed questionnaire shall be sent by e-mail to ContractsSupport@dla.mil or FAX: 269 961 4521. All Questionnaires shall have to be received within 10 business days from the date the offeror submits their proposal.

The performance rating on each of the 5 questions on the Past Performance Questionnaire should have a minimum of Satisfactory or above (Exceptional being the highest and Unacceptable being the Lowest) to be considered to receive an overall Past Performance Evaluation rating of "Acceptable". Any other rating other than Satisfactory and above will be given a Past performance evaluation rating of "Unacceptable". The Questionnaire describes the type of information that will be collected from references.

b. The Agency may gather additional information from any other sources available to the Agency (e.g., Government controlled Contractor performance databases and references including contractual, technical, and end-user representatives) for additional evaluation of this factor. If the offeror is aware of any negative Past Performance received on its past or current contracts, the offeror shall submit all relevant information along with their proposal. If the offeror has taken any actions to see that such negative Past Performance does not occur, it shall be provided in writing.

The Agency will evaluate past performance in accordance with the following table:

Table 1. Past Performance Evaluation Ratings	
Rating	Description
Acceptable	Based on the Offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the Offeror's performance record is unknown. (See note below.)
Unacceptable	Based on the Offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

Factor 2 - Cost/Price Factor

Evaluation of an Offeror's proposal shall be based on the information presented in the proposal and information available to the contracting office from sources deemed appropriate. The Offeror's proposal must demonstrate and clearly describe an effective and efficient cost approach for accomplishing the stated requirements. The Offeror's proposal will be evaluated, using one or more of the techniques defined in FAR 15.404-1, in order to determine if it is reasonable. In addition, the Government will review the Offeror's proposal for completeness and accuracy.

a. Cost/Price Reasonableness

The techniques and procedures described under FAR 15.404-1(b), and as supplemented, will be the primary means of assessing proposal reasonableness. The evaluation techniques described under FAR 15.404-1(c), as determined appropriate, may also be performed in further defining the reasonableness and affordability of the proposal.