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DEFENSE LOGISTICS AGENCY
DLA DISTRIBUTION
ACQUISITION OPERATIONS J7
5430 MIFFLIN AVENUE, SUITE 3102A
NEW CUMBERLAND, PA 17070-5008

July 10, 2023

Action Code: Combined Synopsis / Solicitation

Issuing Office:

DLA Distribution Acquisition Operations J7
5430 Mifflin Avenue, Suite 3102A
New Cumberland, PA 17070-5008

Product Service Code (PSC): J039 – Maintenance, Repair and Rebuilding of Equipment

Subject: Preventative and Corrective Maintenance on an American-Clyde (Model# 28DE-110-15) rail guided portal crane + Crane Rental Support at DLA Distribution Anniston, Alabama.

Solicitation: SP3300-23-Q-0156

Closing Response Date: Tuesday August 15, 2023 1:00 PM EST

Point of Contact:

Mr. Brian Keckler
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717-770-8418

Contracting Officer:

Mr. Christopher Robinson
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717-673-9259

Description: This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with the format in the Federal Acquisition Regulations (FAR) Part 12.6 – Streamlined Procedures for Evaluation and Solicitation for Commercial Products and Commercial Services in conjunction with FAR Part 13.5 Simplified Procedures for Certain Commercial Products and Commercial Services. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

This solicitation is being issued as a Request for Quote (RFQ) under solicitation SP3300-23-Q-0156.

This notice incorporates the provisions and clauses in effect under:

REGULATION	IDENTIFICATION	EFFECTIVE DATE
Federal Acquisition Circular (FAC)	2023-04	02 June 2023

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Controlled by: DLA Distribution J7AB
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Defense Federal Acquisition Regulation Supplement (DFARS) Publication Notice (DPN)	20230609	09 June 2023
Defense Logistics Acquisition Directive (DLAD) Current to Revision 5 through Procurement Letter (PROCLTR)	2023-09	01 June 2023

The complete text of any of the clauses and provisions are available electronically from the following sites:

FAR - <https://ecfr.federalregister.gov/current/title-48/chapter-1>
DFARS - <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>
DLAD - <https://www.dla.mil/Acquisition/Policy-and-Directives/>

This Request for Quotation (RFQ) is being issued to establish a Firm Fixed Priced (FFP), Time and Materials (T&M) hybrid purchase order for preventative and corrective Maintenance on an 80-ton American Clyde Crane + Crane Rental Support at DLA Distribution Anniston, Alabama. The Government intends to award one (1) contract as a result of this RFQ which will be issued on a Standard Form (SF) 1449.

This is a non-personal services contract to provide Preventative Maintenance, Corrective Maintenance Support Services for the American-Clyde rail guided 80-ton capacity portal crane, and Crane Rental Support Services to temporarily continue crane mission services as needed at DLA Distribution Anniston Alabama. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government. The Government and the Contractor understand that the services to be provided under this contract by the Contractor are non-personal services and that no employer-employee relationship exists between the Government and the Contractor. The Government may provide technical direction, which will assist the Contractor in accomplishing the SOW; however, the Government will not control the methods used by the Contractor to perform the service requirements set forth in the SOW.

This acquisition is not a Defense Priorities and Allocations System (DPAS) rated procurement.

This solicitation is being solicited as a 100% Small Business Set-Aside. The Product Service Code (PSC) for this acquisition is J039 (Maintenance, Repair and Rebuilding of Equipment) and the North American Industry Classification System (NAICS) code is 811310 (Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance) with a size standard of up to \$12,500,000.

Period of Performance:

PERIOD OF PERFORMANCE		
Base Year	10/1/2023	9/30/2024
Option Year 1	10/1/2024	9/30/2025
Option Year 2	10/1/2025	9/30/2026
Option Year 3	10/1/2026	9/30/2027

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Option Year 4	10/1/2027	9/30/2028
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Mark Contract Number on all Correspondence: Contractor must mark the contract or purchase order number on all paperwork and shipments. The order number must appear on the exterior of the shipment. Failure to follow these instructions will hold up payment to you and could result in the return of merchandise at your expense.

Management of Contractor Employees: The Contractor personnel are employees of the Contractor and under the administrative control and supervision of the Contractor. The Contractor, through its personnel, shall perform the tasks prescribed in the Performance Work Statement/Statement of Work. The Contractor shall select, supervise, and exercise control and direction over its employees under this contract. The Contractor shall not supervise, direct, or control the activities of the Government personnel or the employee of any other contractor, except any subcontractor employed by the Contractor on this contract. The Government shall not exercise any supervision or control over the Contractor in the performance of contractual services under this contract. The Contractor is accountable to the Government for the actions of its personnel.

Organizational Conflict of Interest: The contractor shall be ineligible from participation as a contractor, subcontractor, or consultant in any procurement arising or resulting from any of the services provided to DLA on this contract. This restriction includes providing services to any potential bidders on such procurements. The contractor shall not incorporate its product or services in any Performance Work Statement or specification unless directed to do so in writing by the Contracting Officer.

If the contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial data, internal data, or any other non-public information or information by the Privacy Act, the contractor agrees not to release such information without prior written approval from the Contracting Officer. The use of such information for personal gain is prohibited.

In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(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 60 days, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days 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 5 years.

(End of clause)

DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions (Dec 2018)

(a) Definitions. As used in this clause—

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

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

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

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

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

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

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

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

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

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer. **INVOICE AS 2-IN-1**

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer. **INVOICE AS 2-IN-1**

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	SL4701
Issue By DoDAAC	SP3300

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Admin DoDAAC	SP3300
Inspect By DoDAAC	Not Applicable
Ship To Code	SB3540
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	Not Applicable
Service Acceptor (DoDAAC)	SB3540
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact. Not Applicable

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

FAR 52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services (DEC 2022)

The clause at FAR 52.212-4 and the following addenda are applicable to this acquisition.

FAR 52.212-4 Addenda

52.202-1	Definitions
52.203-3	Gratuities
52.203-6	Restrictions on Subcontractor Sales to the Government <i>Alternate I</i>
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of whistleblower Rights
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper
52.204-13	System for Award Management Maintenance
52.204-18	Commercial and Government Entity Code Maintenance
52.204-19	Incorporation by Reference of Representations and Certifications
52.209-7	Information Regarding Responsibility Matters
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law

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52.211-17	Delivery of Excess Quantities
52.216-18	Ordering
52.216-22	Indefinite Quantity
52.223-6	Drug-Free Workplace
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.229-3	Federal, State, and Local Taxes
52.232-1	Payments
52.232-8	Discounts for Prompt Payment
52.232-11	Extras
52.232-17	Interest
52.232-23	Assignment of Claims
52.232-39	Unenforceability of Unauthorized Obligations
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.233-1	Disputes
52.242-13	Bankruptcy
52.246-2	Inspection of Supplies – Fixed Price
52.246-16	Responsibility for Supplies
52.247-34	F.O.B. Destination
52.253-1	Computer Generated Forms
252.203-7000	Requirements Relating to Compensation of Former DoD Officials
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.204-7003	Control of Government Personnel Work Product
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The government of A Country That Is a State Sponsor of Terrorism
252.211-7003	Item Unique Identification and Valuation
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7012	Preference for Certain Domestic Commodities
252.225-7021	Trade Agreements-Basic
252.225-7048	Export Controlled Items
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports
252.232-7010	Levies on Contract Payments
252.243-7001	Pricing of Contract Modifications
252.243-7002	Request for Equitable Adjustment
252.244-7000	Subcontracts for Commercial Items
252.247-7023	Transportation of Supplies by Sea

FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders – Commercial Products and Commercial Services (JUN 2023)

(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 products and commercial services:

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

(2) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115–91).

(3) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115–232).

(4) 52.209–10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232–40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233–3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233–4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108–77 and 108–78 (19 U.S.C. 3805 note)).

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

 X (1) 52.203–6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

 X (2) 52.203–13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

 X (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 (JUN 2020) (Pub. L. 109–282) (31 U.S.C. 6101 note).

 (5) [Reserved]

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

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

 X (8) 52.204–27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117–328).

 X (9) 52.209–6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

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 X (10) 52.209–9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

 (11) [Reserved]

 (12) 52.219–3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

 (13) 52.219–4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 (14) [Reserved]

 X (15)(i) 52.219–6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

 (ii) Alternate I (MAR 2020) of 52.219–6.

 (16)(i) 52.219–7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

 (ii) Alternate I (MAR 2020) of 52.219–7.

 X (17) 52.219–8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

 (18)(i) 52.219–9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

 (ii) Alternate I (NOV 2016) of 52.219–9.

 (iii) Alternate II (NOV 2016) of 52.219–9.

 (iv) Alternate III (JUN 2020) of 52.219–9.

 (v) Alternate IV (SEP 2021) of 52.219–9.

 X (19)(i) 52.219–13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

 (ii) Alternate I (MAR 2020) of 52.219–13.

 X (20) 52.219–14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

 (21) 52.219–16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

 (22) 52.219–27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

 X (23)(i) 52.219–28, Post-Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).

 (ii) Alternate I (MAR 2020) of 52.219–28.

 (24) 52.219–29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

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__ (25) 52.219–30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

__ (26) 52.219–32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

__ (27) 52.219–33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

X (28) 52.222–3, Convict Labor (JUN 2003) (E.O. 11755).

X (29) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).

X (30) 52.222–21, Prohibition of Segregated Facilities (APR 2015).

X (31)(i) 52.222–26, Equal Opportunity (SEPT 2016) (E.O. 11246).

__ (ii) Alternate I (Feb 1999) of 52.222–26.

X (32)(i) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

__ (ii) Alternate I (July 2014) of 52.222–35.

X (33)(i) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

__ (ii) Alternate I (July 2014) of 52.222–36.

X (34) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

X (35) 52.222–40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (36)(i) 52.222–50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

__ (37) 52.222–54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

__ (38)(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 (39) 52.223–11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

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__ (40) 52.223–12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

__ (41)(i) 52.223–13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (OCT 2015) of 52.223–13.

__ (42)(i) 52.223–14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223–14.

__ (43) 52.223–15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

__ (44)(i) 52.223–16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223–16.

X (45) 52.223–18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

X (46) 52.223–20, Aerosols (JUN 2016) (E.O. 13693).

X (47) 52.223–21, Foams (JUN 2016) (E.O. 13693).

X (48)(i) 52.224–3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

__ (ii) Alternate I (JAN 2017) of 52.224–3.

X (49)(i) 52.225–1, Buy American—Supplies (OCT 2022)) (41 U.S.C. chapter 83).

__ (ii) Alternate I (OCT 2022) of 52.225–1.

X (50)(i) 52.225–3, Buy American—Free Trade Agreements—Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501–4732), Public Law 103–182, 108–77, 108–78, 108–286, 108–302, 109–53, 109–169, 109–283, 110–138, 112–41, 112–42, and 112–43).

__ (ii) Alternate I [Reserved].

__ (iii) Alternate II (DEC 2022) of 52.225–3.

__ (iv) Alternate III (JAN 2021) of 52.225–3.

__ (v) Alternate IV (OCT 2022) of 52.225–3.

X (51) 52.225–5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (52) 52.225–13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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__ (53) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

__ (54) 52.226–4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

__ (55) 52.226–5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

__ (56) 52.229–12, Tax on Certain Foreign Procurements (FEB 2021).

__ (57) 52.232–29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (58) 52.232–30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232–33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

__ (60) 52.232–34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

__ (61) 52.232–36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

X (62) 52.239–1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

X (63) 52.242–5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

__ (64)(i) 52.247–64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

__ (iii) Alternate II (NOV 2021) 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 products and commercial services: [Contracting Officer check as appropriate.]

X (1) 52.222–41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

__ (2) 52.222–42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (3) 52.222–43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222–44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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__ (5) 52.222–51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

__ (6) 52.222–53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (7) 52.222–55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

X (8) 52.222–62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

__ (9) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, 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 products or commercial services. 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 (NOV 2021) (41 U.S.C. 3509).

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

(iii) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115–91).

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(iv) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115–232).

(v) 52.204–27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117–328).

(vi) 52.219–8, Utilization of Small Business Concerns (OCT 2022) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(vii) 52.222–21, Prohibition of Segregated Facilities (APR 2015).

(viii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

(ix) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(x) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xi) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) 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.

(xiii) 52.222–41, Service Contract Labor Standards (AUG 2018)(41 U.S.C. chapter 67).

(xiv) __ (A) 52.222–50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

__ (B) Alternate I (Mar 2015) of 52.222–50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

(xvii) 52.222–54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xviii) 52.222–55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xix) 52.222–62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

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(xxi) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxii) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226–6.

(xxiii) 52.232–40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232–40.

(xxiv) 52.247–64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

DLAD Procurement Note L06 Agency Protests (DEC 2016)

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

(End of Procurement Note)

FAR 52.233-2 Service of Protest (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

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ACQUISITION OPERATIONS (J7)
ATTN: CHRISTOPHER ROBINSON
CONTRACTING OFFICER
5430 MIFFLIN AVE, SUITE 3102A
NEW CUMBERLAND, PA 17070-5008.

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

C03 Contractor Retention of Supply Chain Traceability Documentation (JUN 2020)

(1) By submitting a quotation or offer, the contractor is confirming it currently has, or will obtain before delivery, and shall retain supply chain traceability documentation, as described in paragraph (2) of this procurement note, demonstrating the item conforms to the technical requirements, and, for part numbered items, is from an approved manufacturer.

(2) Supply Chain Traceability Documentation

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(i) Supply chain traceability documentation shall include: basic item description; part number; drawing or specification; national stock number; manufacturing source; manufacturing source's Commercial and Government Entity (CAGE) code; and clear identification of the name and location of all supply chain intermediaries between the manufacturer to the contractor to Government acceptance.

(ii) Supply chain traceability documentation shall also include, when available, the manufacturer's batch identification for the item(s), such as date codes, lot codes, or serial numbers.

For part numbered items, contractors can find examples of acceptable supply chain traceability documentation at the Counterfeit Detection and Avoidance Program (CDAP) website (<http://www.dla.mil/LandandMaritime/Business/Selling/Counterfeit-Detection-AvoidanceProgram/>).

(iii) In addition, the contractor will obtain, retain, and provide to the contracting officer written documentation of all inspections and tests necessary to substantiate that the supplies furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. Such records shall include, without limitation, test reports, test data, material certification, and manufacturing process sheets, in addition to any other information identified in the technical specifications applicable to the item.

(3) The contractor shall make supply chain traceability documentation available to the contracting officer within three business days upon the contracting officer's request. The contracting officer determines the acceptability and sufficiency of documentation. The contractor shall retain supply chain traceability documentation for ten years after final payment under this contract for audit and other valid government purposes. If the contractor fails to retain or provide the documentation, or the contracting officer finds the documentation to be unacceptable, the contracting officer may take corrective action, including, but not limited to, cancellation of undelivered orders or rejection of delivered supplies.

(End of Procurement Note)

Attachments:

1. Statement of Work
2. Quality Assurance Surveillance Plan
3. Wage Determination 2015-4587
4. Schedule of Supplies and Services
5. PM Task List

THE FOLLOWING PROVISIONS ARE INCORPORATED BY REFERENCE:

52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-18	Prohibition on contracting with entities that require certain internal confidentiality agreements or statements representation
52.204-7	System for Award Management
52.204-16	Commercial and Government Entity Code Reporting
52.204-17	Ownership or Control of Offeror
52.204-20	Predecessor of Offeror
52.204-22	Alternative Line Item Proposal
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
52.209-2	Prohibition on contracting with inverted domestic corporations—representation
52.222-25	Affirmative action compliance
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation
52.225-18	Place of Manufacturer
52.225-25	Prohibition on contracting with entities engaging in certain activities or

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	transactions relating to Iran—representation and certifications
252.203-7005	Representation relating to compensation of former DOD officials
252.204-7008	Compliance with safeguarding covered defense information controls
252.204-7016	Covered Defense Telecommunications Equipment or Services—Representation.
252.204-7017	Prohibition on Acquisition of Covered Defense Telecommunications Equipment or Services—Representation
252.213-7000	Notice to Prospective Suppliers on Use of Supplier Performance Risk System in Past Performance Evaluations
252.225-7020	Trade agreements - Certificate
252.247-7022	Representation of Extent of Transportation by Sea

The Following Provisions are Incorporated by Full Text:

FAR 52.209-7 -- Information Regarding Responsibility Matters (OCT 2018)

(a) Definitions. As used in this provision— “Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative 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 (FAPIS) 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.

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

(End of Provision)

FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

FAR 52.216-1 Type of Contract (APR 1984)

The Government contemplates awarding single firm-fixed price (FFP), time and materials (T&M) hybrid contract resulting from this solicitation.

(End of Provision)

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.

(End of Provision)

DLAD 5452.233-9001 Disputes – Agreement to Use Alternative Dispute Resolution (ADR) (JUN 2020)

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

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

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

(End of Provision)

FAR 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (MAR 2023)

The provision at 52.212-1 and the following addenda are applicable to this acquisition.

FAR 52.212-1 Addenda

- (1) Paragraph (c) of 52.212-1 is tailored to read as follows: (c) Period of acceptance of offers. The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.
- (2) Facsimile and hard copy quote submissions will not be accepted or evaluated.
- (3) Quotes shall be prepared in the English language.
- (4) Quotes must be submitted electronically via email at: brian.keckler@dla.mil, Subject: SP3300-23-Q-0156 Quotation – “Offeror’s Company Name”
- (5) Quotes must have the following Controlled Unclassified Information (CUI) marking incorporated on the appropriate pages in their offer. Markings shall be included on the Schedule of Supplies and all EFILES submitted. For all word documents and portable document formats:
 - a. Header on all page:
 - i. “CUI”
 - b. 1st page, bottom right corner (above footer text):
 - i. Controlled by:
 - ii. CUI Category:
 - iii. Distribution/Dissemination Controls:
 - iv. POC:
 - c. Footer (at very bottom) on all pages
 - i. “CUI”

For all Excel format files: Include “CUI” in the header/footer to ensure it displays on all pages. Header/Footer can be accessed by selecting File > Print > Page Setup > Header/Footer Tab > Custom Header/Footer. Include the following Controlled Unclassified Information (CUI) marking incorporated at the top of each excel spreadsheet, **not in the header**, so it only appears on the first page.

1. Header on all page:
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2. 1st page, bottom right corner (above footer text):
 - Controlled by:
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3. Footer (at very bottom) on all pages
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- (6) Quotes shall include all required documentation as listed below. Submission of a quote that does not contain all items requested below may result in elimination from consideration for award. Instructions contained herein are to serve as a guide in preparation of quotes; however, they are not intended to be all inclusive. The instructions generally describe the type and extent of information which should be provided in the quote. The offeror is expected to completely examine and analyze all aspects of the quote to include information in the quote which will enable the evaluators to determine the offeror's understanding of the solicitation requirements.

Quote Requirements:

1. Organization/Number of Copies/Page Limits: The Offeror shall prepare the quote in the English language as set forth in the Quote Organization Table below. The titles and contents and number of copies required for each file are defined in this table. Quotes shall be submitted as two separate files (Technical and Price) as follows:

Electronic File (E-File)	TITLE	ELECTRONIC FILE via DOD SAFE	PAGE LIMITATION
I	Technical	1	20
II	Past Performance	Not required	Not required
III	Price	1	No page limit
Tab 1	SF 1449		
Tab 2	Schedule of Supplies (excel document)		
Tab 3	Representations and Certifications		

E-FILE I – TECHNICAL PROPOSAL

The technical proposal should be well written and presented in a straightforward manner that clearly demonstrates the understanding of the requirements of the Schedule of Services and Supplies and the Statement of Work.

The technical quote **shall not** contain any reference to price. The technical quote **shall be** page numbered and contain a table of contents.

At a minimum, the offeror shall provide the following information (including any descriptive literature) which demonstrates that the Offeror clearly and fully understands and meets the minimum technical requirements necessary to deliver the requirements of this solicitation. The Offeror's technical quote must include:

1. **Management Plan:** The offeror shall provide a detailed Management Plan that addresses the following requirements:
 - A) Describe how you intend to maintain and repair the American-Clyde Portal Crane described in the Statement of Work (SOW) in accordance with manufacturer specifications and industry standards, as described in the Preventative Maintenance Task Lists (Attachment 5 to the RFQ).

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B) Describe in detail the tools and test equipment you will use in order to provide quality services as described in manufacturer specifications and industry standards, as described in the Preventative Maintenance Task Lists (Attachment 5 to the RFQ).

C) Describe how you will complete tasks in accordance with the timeframes required in the SOW.

D) Describe how you will provide Crane Rental Support Services, to include a crane operator, as described in the SOW.

2. **Staffing Plan:** The offeror shall describe its proposed staffing plan to meet Contractor Personnel Qualifications as outlined in paragraph 1.3.1 of the SOW, to include the number and types of technical and management personnel who will perform on the contract, their capabilities, technical certifications, and experience.

E-FILE II –PAST PERFORMANCE

No past performance quote is required for this requirement as this is a commercial service. Do not send in past performance quotes as they will not be reviewed.

E-FILE III –SOLICITATION, OFFER AND AWARD DOCUMENTS

Tab 1 – COVER LETTER AND SF1449

If the Offeror makes any exceptions to any provisions in the RFQ, all such exceptions shall be listed in a cover letter to the proposal. Offerors shall fully complete, execute and return the SF1449 as part of this file.

Tab 2 – SCHEDULE OF SUPPLIES/SERVICES

The Schedule is contained within the solicitation as Attachment 4 – Schedule of Supplies and Services.

The Offeror shall fill in all unit prices on each tab. The excel will calculate subtotals and the overall total. The Offeror shall complete this section of the solicitation and submit under file III. The proposed unit prices shall not be carried out past **two decimal points in U.S. dollars.** Quotes shall be valid for 90 days.

Tab 3 – REPRESENTATIONS AND CERTIFICATIONS

FAR 52.212-3 Offeror Representations and Certifications – Commercial Products and Commercial Services (DEC 2022)

Offerors must complete Representations and Certifications at 52.212-3 in the System for Award Management prior to submission or provide a completed copy with proposal submission.

(End of Provision)

FAR 52.212-2 Evaluation – Commercial Products and Commercial Services (NOV 2021)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price

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and other factors considered. The following factors shall be used to evaluate offers: (i) price; (ii) past performance and (iii) technical acceptability.

The Government will evaluate the proposed estimated total price between offers that are determined to be technically acceptable. The Government intends to make an award based on the initial quotes received; therefore, the initial offer should contain the Offeror's best terms from a price and technical standpoint. Offerors must be determined to be responsible according to the standards of FAR Subpart 9 to be eligible for award.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price of all options to the total price of the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the options.

The following non-price factors shall be used to evaluate quotes:

Factor 1: Technical Capability Factor 2: Past Performance

FACTOR 1: TECHNICAL CAPABILITY

The Offeror's quote will be evaluated as follows:

A. Management Plan: The management plan (including tools/test equipment, tasks, and crane rental support services) submitted by the offeror will be compared with the manufacturer recommendations to ensure/confirm that the plan for crane maintenance will result in successful performance of crane maintenance and crane rental, to include a crane operator.

B. Staffing Plan: The staffing plan submitted by the offeror will be reviewed to ensure/confirm that it will allow the offeror to successfully meet the contract requirements.

The Government will rate the Offeror's Technical Capability as follows:

Acceptable: Meets the requirements of the solicitation. Unacceptable: Does not meet the requirements of the solicitation.

If an offeror has been determined to have Acceptable Technical Capability, its quote will then be evaluated for Past Performance.

FACTOR 2: PAST PERFORMANCE

The Government will evaluate the offeror's Past Performance record to determine acceptability as follows:

Past Performance shall be evaluated on an Acceptable/Unacceptable basis. 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), Past Performance Evaluation). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable".

The offeror will be evaluated on the past performance record via relevant past performance information obtained from sources which may include: Contractor Performance Assessment Reporting System

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(CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), Supplier Performance Risk System (SPRS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Program Managers, Contracting Officers, and Fee Determining Officials; and the Defense Contract Management Agency.

(End of Provision)

FAR 52.212-3 Offeror Representations and Certifications – Commercial Products and Commercial Services (DEC 2022)

Offerors must complete Representations and Certifications at 52.212-3 in the System for Award Management prior to submission or provide a completed copy with quote submission.

(End of Provision)

END OF SOLICITATION

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