REQUEST FOR QUOTATION
Contract Opportunities (SAM.gov)
NSN: 5180013414030

HAVE YOU UPDATED YOUR REPRESENTATIONS AND CERTIFICATIONS LATELY ON WWW.SAM.GOV?
IF NOT, BE SURE TO DO SO PRIOR TO CLOSING OF SOLICITATION.

PLEASE COMPLETE THE FOLLOWING INFORMATION:

1. OFFEROR:

Company Name:_____

Address:_____

Name of Company Rep:_____Title_____

Phone: _____ Fax: _____

Email: _____

UEI Number: _____

Is your company a dealer _____ or manufacturer? _____

Business Size:_____

Please provide pricing for the following NSN. See Terms & Conditions on following pages.

Requirement	Quantity	Requested DARO	Manufacturer and Part Number Quoting	Country of Origin (COO)	Quoted Price (EA) (Discount Requested)	Extended Quoted Price
5180013414030	1 KT	8	_____	_____	$	$

Please let us know if this quote can be used for future orders by completing the valid through date below.

This requirement consists of one order and will be shipping to:
Jacksonville NC 28545

NOTE: Delivery addresses will either be disclosed at time PO is issued, or the vendor may be required to contact NAVSUP or GSA's New York Transportation Department at time of shipment to obtain shipping information.

2. TERMS OFFERED:

- Delivery shall be FOB Destination, CONUS (IAW FAR 47.303-6). Yes _____ No _____.
- Extended lead-time and reason (if cannot meet requested DARO): _____.
- Price valid through _____ Minimum Order Threshold (MOT)_____.

3. ADMINISTRATIVE COMPLIANCE:

NOTE: The below requirements marked with an (x) are to be completed and/or acknowledged. If any applicable blanks are not complete, the vendor's quote will NOT be considered for award.

__X__ Will comply with all terms and conditions of the solicitation. Yes _____
__X__ Is registered with OMS Vendor Portal or EDI to receive orders electronically. Yes _____.
__X__ Provided all requested documents by the close date and time of the solicitation to include:

- Pages 1 and 2 of this document: Yes _____
- All required Provision and Clause fill-ins submitted (as applicable):

- My company is registered with **SAM.gov** and has provided responses to the provisions that require Offeror completion of information, representations, and certifications: Yes _____ No_____.

- In accordance with Provision 52.240-90(c) (GSA Class Deviation RFO-2025-12), Covered telecommunications equipment or services representations. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and (2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g). Yes _____ No_____.

- In accordance with Provision 52.240-90(d) (GSA Class Deviation RFO-2025-12), *ASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). Yes _____ No_____.

- Offeror shall disclose within 72 hours to the contracting officer the information in Provision 52.240-91(h)(1) (GSA Class Deviation RFO-2025-12) for each product or service not compliant (Confirmed _____).

- Offeror certifies that they will comply with all requirements in Provision 52.240-91 (GSA Class Deviation RFO-2025-12) Security Prohibitions and Exclusions. Yes _____ No_____.

__X__ Quoted on the brand name item as specified in the attached IPD: Yes _____.

__X__ Read, sign, and returned attached MIL-STD-129R Compliance Form IAW Clause 552.211-73: Yes _____ OR if your company has a completed form on file for the Instaquote program check here: Yes _____. *Only one yes should be selected.*

SELF CERTIFICATION:

By signing below, you are certifying that the information submitted on this form is accurate and meets the requirements listed in the RFQ. In the event your firm ships an item that does not meet the specifications of the requirement, your firm will be responsible for a refund of the payment, or a correct replacement item and any cost incurred by the government.

Signature: _____ Date: _____

4. BASIS OF AWARD:

A vendor meeting all administrative compliance requirements in Section 3 above will receive a rating of pass and move forward to the final evaluation factor: Low Price.

If any required documents are not submitted or required field left blank on pages 1 and 2 of this document including the Section 3 questions or if the completion of required clauses and provision fill-ins are not made (as applicable), further consideration for award will not be made.

5. APPLICABLE TERMS AND CONDITIONS:

The following is a brief overview of several applicable conditions as they relate to any award placed against this RFQ. All quotes must be submitted via email upon the close date of the RFQ to be considered for award.

Quoter must be registered in the System for Award Management (SAM) database before an award can be made to them. If quoter is not registered in the SAM, they may do so through the SAM website at http://www.sam.gov**,** prior to award**.**

Description of Agreement:

An all-or-none award will be made. This RFQ may result in an award with the General Services Administration/ Direct Demand Contract Solutions Division (GSA/DDD). When a PO is accepted by the seller, it becomes a binding contract between both the buyer and the seller. **Any vendor submitting a quote, must be a registered user and able to accept POs in GSA's Order Management Services (OMS) Vendor Portal or have the ability to receive orders via Electronic Data Interchange (EDI).**

___X___ This RFQ is set aside exclusively for Small Business IAW FAR 19.201 (GSA Class Deviation RFO-2025-19).* A vendor must have the assigned NAICS size standard (750 employees or less) in their SAM account to be eligible for award.

_____ This RFQ is not set aside.

___X___ NAICS assigned 332216: Saw Blade and Handtool Manufacturing.

*Note: This acquisition is not set-aside for small business. As this acquisition is under the SAT, in accordance with FAR 19.5, the nonmanufacturer rule does not apply and the small business can provide the product of any concern [note that the Buy American Act (FAR 52.225-2) (GSA Class Deviation RFO-2025-25) still applies to this acquisition in accordance with FAR 25.601(a)(1) (GSA Class Deviation RFO-2025-25)].

Extent of Obligation:

This is a Request for Quotations (RFQ), and quotations furnished are not offers. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation, or to contract for supplies or services. Part numbers are being collected for informational purposes only on each technical or generic spec NSN.

PROVISIONS INCORPORATED BY FULL TEXT

52.212-1, Instructions to Offerors—Commercial Products and Commercial Services (NOV 2025) (GSA Class Deviation RFO-2025-12)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

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

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

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

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

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

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

(End of provision)

52.212-2 Evaluation—Commercial Products and Commercial Services (NOV 2025) (GSA Class Deviation RFO-2025-12)

(a) Evaluation factors. 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 and other factors considered. The following factors will be used to evaluate offers:

- Administrative Compliance – all quotes will be evaluated against the factors on pages 1 and 2 of the RFQ on a pass/fail basis.

- Technical Acceptability – NSN is designated as a brand name item per the Item Purchase Description (IPD), and no substitutions will be accepted.

- Price - the lowest evaluated price

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

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

(End of provision)

APPLICABLE PROVISIONS INCORPORATED BY REFERENCE (GSA Class Deviation RFO-2025-12)

()52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
X 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation
X 52.204-7 System for Award Management—Registration
()52.204-7 System for Award Management—Registration, with Alternate I
()52.204-90 Offeror Identification
()52.207-6 Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts)
()52.209-12 Certification Regarding Tax Matters
()52.219-2 Equal Low Bids
X 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products
()52.222-48 Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment–Certification
()52.222-52 Exemption from Application of the Service Contract Labor Standards for Certain Services-Certification
()52.222-56 Certification Regarding Trafficking in Persons Compliance Plan
()52.223-4 Recovered Material Certification
()52.225-2 Buy American Certificate
X 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate
()52.225-6 Trade Agreements-Certificate
()52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-Certification
()52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications
()52.226-3 Disaster or Emergency Area Representation
()52.229-11Tax on Certain Foreign Procurements—Notice and Representation
X 52.240-90 Security Prohibitions and Exclusions Representations and Certifications

APPLICABLE CLAUSES INCORPORATED BY REFERENCE (GSA Class Deviation RFO-2025-12)
()52.203-6 Restrictions on Subcontractor Sales to the Government Alt I

()52.203-13 Contractor Code of Business Ethics and Conduct
X 52.203-17 Contractor Employee Whistleblower Rights
()52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
()52.204-9 Personal Identity Verification of Contractor Personnel
X 52.204-13 System for Award Management—Maintenance
()52.204-91 Contractor identification
()52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
()52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters
X 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations
()52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns
X 52.219-6 Notice of Total Small Business Set-Aside
()52.219-6 Notice of Total Small Business Set-Aside, with Alternate I
()52.219-8 Utilization of Small Business Concerns
()52.219-9 Small Business Subcontracting Plan
()52.219-14 Limitations on Subcontracting
()52.219-16 Liquidated Damages—Subcontracting Plan
X 52.219-33 Nonmanufacturer Rule
X 52.222-3 Convict Labor
X 52.222-19 Child Labor—Cooperation with Authorities and Remedies
()52.222-35 Equal Opportunity for Veterans
()52.222-35 Equal Opportunity for Veterans, with Alternate I
X 52.222-36 Equal Opportunity for Workers with Disabilities
()52.222-36 Equal Opportunity for Workers with Disabilities, with Alternate I
()52.222-37 Employment Reports on Veterans
X 52.222-40 Notification of Employee Rights Under the National Labor Relations Act
()52.222-41 Service Contract Labor Standards
()52.222-42 Statement of Equivalent Rates for Federal Hires
()52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts)
()52.222-44 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment
X 52.222-50 Combating Trafficking in Persons
()52.222-50 Combating Trafficking in Persons, with its Alternate I
()52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements
()52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements
()52.222-54 Employment Eligibility Verification
()52.222-62 Paid Sick Leave Under Executive Order 13706
()52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items
()52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items, with Alternate I
()52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons
()52.223-12 Maintenance
()52.223-20 Aerosols
()52.223-21 Foams
()52.223-23 Sustainable Products and Services
()52.224-3 Privacy Training
()52.224-3 Privacy Training, with Alternate I
()52.225-1 Buy American-Supplies
()52.225-1 Buy American-Supplies, with Alternate I
X 52.225-3 Buy American-Free Trade Agreements-Israeli Trade Act
()52.225-3 Buy American-Free Trade Agreements-Israeli Trade Act, with Alternate II
()52.225-3 Buy American-Free Trade Agreements-Israeli Trade Act, with Alternate III
()52.225-3 Buy American-Free Trade Agreements-Israeli Trade Act, with Alternate IV
()52.225-5 Trade Agreements
()52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States

()52.225-26 Contractors Performing Private Security Functions Outside the United States
()52.226-4 Notice of Disaster or Emergency Area Set-Aside
()52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area
X 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving
()52.229-12 Tax on Certain Foreign Procurements
()52.232-29 Terms for Financing of Commercial Products and Commercial Services
()52.232-30 Installment Payments of Commercial Products and Commercial Services
X 52.232-33 Payment by Electronic Funds Transfer—System for Award Management
() 52.232-34 Payment by Electronic Funds Transfer—Other than System for Award Management
()52.232-36 Payment by Third Party
X 52.232-40 Providing Accelerated Payments to Small Business Subcontractors
()52.232-90 Fast Payment Procedure
() 52.233-3Protest After Award
X 52.233-4 Applicable Law for Breach of Contract Claim
X 52.240-91 Security Prohibitions and Exclusions
()52.240-91 Security Prohibitions and Exclusions, with Alternate I
()52.240-92 Security Requirements
()52.240-92 Security Requirements with Alternate II
X 52.240-93 Basic Safeguarding of Covered Contractor Information Systems
X 52.244-6 Subcontracts for Commercial Products and Commercial Services
()52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels
()52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels, with Alternate I
()52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels, with Alternate II

GSAM
X 552.211-73 Marking (Feb 1996)
X 552.211-77 Packing List (Feb 1996)

CLAUSES INCORPORATED BY FULL TEXT

GSAM 552.212-71 Contract Terms and Conditions Applicable to GSA Acquisitions of Commercial Products and Commercial Services (OCT 2023)

The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial products, including commercial components, and commercial services. The clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The Contracting Officer should check the clauses in paragraph (b) that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity. The GSAR clauses in paragraph (b) of this section are incorporated by reference.

(b) *Clauses*.
552.229-70 Federal, State, and Local Taxes

(End of Clause)

52.212-4 Terms and Conditions—Commercial Products and Commercial Services (NOV 2025) (GSA Class Deviation RFO-2025-12)

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate

consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) Interest.(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by FAR part 33 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) Unauthorized obligations.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) Comptroller General examination of record. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in 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 clause 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.

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

(End of clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors (NOV 2025)

(a) Definitions. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

TOOL KIT, TUBE FITTING

NSN Description:
Permaswage Part Number DLTFRPSKT3001

[Brand Name]

KEY FIELDS:

HEADER INFORMATION
The following header paragraph(s) shall apply to the item purchase description(s) where applicable. If there is a conflict between the item purchase description and the header paragraph(s), the header paragraph(s) shall take precedence over the item purchase description.

Notwithstanding the requirements specified herein, cadmium plating is not acceptable. In the event no alternative coating, finish, or plating is specified, a rust preventative finish as used in standard commercial practice shall apply.

When chromium plating or finish is specified and the manufacturer has a commercial coating of the same color and texture of chromium that the manufacturer uses in lieu of chromium; then the alternative coating can be used, provided the coating meets Aerospace Standard SAE AS4984.

Each set or kit shall contain a dated parts list or packing list citing the GSA contract number (if applicable), GSA purchase order number, date of purchase order, kit national stock number (NSN), each component NSN (if applicable), kit noun name, each component noun name, and quantity of each component.

Unless otherwise specified in the item purchase description, each kit or set and each component of the kit or set shall have, in addition to any other required marking , identification marking indicating the manufacturer's name or identifying symbol, and the state or country of manufacture. The marking shall be engraved, etched, or stamped in such a manner that it will be permanent to the extent that it will remain clear and legible throughout the life of the item.

Workmanship: Details of workmanship shall be in accordance with the best commercial standards and practices. Paints, coatings, platings, and finishes shall be smooth, adherent, continuous, and not stained or discolored. Fasteners shall be firmly secured and show no evidence of deformation, cross threading, or hazardous burrs. Adhesives and lubricants adequate for their intended purpose shall be properly and neatly applied. Adhesives shall be adequately cured. Wires and cables shall be neatly dressed and shall not be frayed or in contact with sharp edges. Wire and cable insulation shall show no evidence of burns, abrading, or pinch marks. There shall be no interference, binding, or galling of parts. External and bearing surfaces shall be free of tool and gouge marks, nicks, or other surface imperfections. The item shall be clean and free of corrosion and debris (e.g. chips shavings, slivers) or other foreign material. The item shall be free from manufacturing workmanship defects (e.g., loose, missing, binding or misaligned parts, sharp or rough external edges, corners or surfaces) and material defects (e.g., pits, rips, fins, burrs, tears, nodules, cracks, blisters) which may adversely impact the item's serviceability, durability, safety, or appearance.

ITEM MARKING
Each item Shall Be Marked in a Permanent and Legible Manner with:
1) Manufacturer's Part Number
2) Manufacturer's Name or Identifying Symbol, and
3) Country of Origin

Each Package including the unit, single, intermediate, and exterior container mu st be labeled with the requisition number or Transportation Control Number (TCN). Requisition Number and TCN are found on the Purchase Order.

PACKAGING
Preservation/Packing: Each tool kit shall be packed in a close-fitting fiberboard box that will offer protection during

shipping, handling, storage and redistribution. The packed tool kit shall be marked in accordance with standard commercial practice.

Shipping Container: Each kit shall be packed as stated above and the quantity of kits packaged per shipping container shall be uniform. The shipping container shall be packed in a close-fitting fiberboard box in compliance with the Uniform Freight Classification and the National Motor Freight Classification requirements of Rules, Item 222, Sec. 3., Minimum 200 or ECT 32.

MARKING

MARKING

In general, unless otherwise specified by the contracting officer, marking of shipments shall be in accordance with the GSAM provision/Clause 552.211-73, marking. In more detail: Marking of supplies for deliveries to domestic civilian activities shall comply with the latest edition of Federal Standard 123. That is, unit, intermediate, and transport packages shall be marked directly on the side surface of the package or on a label affixed to the package, with the identification marking as specified in the standard. Transport packages shall also have, in addition to the identification marking, a shipping label that includes the purchase order, contract, or the requisition numbers; as applicable, including the consignor and consignee names (i.e. ship from/to), gross weight, cube and piece number.

Marking of supplies for deliveries to civilian activities, export locations, including commercial freight forwarders and third-party logistics providers, and excluding freight entering the Defense Transportation System, shall be the same as deliveries to domestic locations except that the shipping label shall show on the same label, or another label affixed next to the shipping label, the ultimate consignee (i.e. Mark for AAC).

Marking of supplies for deliveries to domestic military activities shall comply with the latest edition of Military Standard 129. That is, unit, intermediate, and exterior or shipping containers shall be marked directly on the side surfaces of the package or on a label affixed to the package, with the identification marking as specified in the standard. Exterior or shipping containers shall also have in addition to the identification marking, a Military Shipping Label (MSL) per the standard.

Marking of supplies for deliveries to military activities, export locations, including forwarding and container consolidation points (CCPs) shall be the same as deliveries to domestic locations except that the MSL must also show the ultimate consignee (Mark for DoDAAC) and the Transportation Control Number (TCN).

"Latest version" is defined as the version in effect on the date of bid submittal. Federal Standards and Military Standards can be accessed on-line via the Defense Logistics Agency's "Assist" Quicksearch web site: http://quicksearch.dla.mil/

PACKAGING/ PACKING

Unless packaging in accordance with MIL-STD-2073-1 Standard Practice for Military Packaging is specified in the solicitation, contract or order, packaging/packing of supplies, exclusive of hazardous material, f or domestic and export shipments to civilian and military activities shall comply with GSAM Provision/ Clause 552.211-75 Preservation, Packaging and Packing which references the National Motor Classification Standard (NMFC) and/ or the latest requirements of ASTM D-3951, Standard Practice for Commercial Packaging . Until the commercial packaging/packing requirement in GSAM Clause 552.211-75 is revised, compliance to either the GSAM clause or the ASTM D-3951, Standard Practice for Commercial Packaging will be acceptable; however, compliance to the ASTM requirements is mandatory for GSS contracts and is preferred for all other contracts. In case of conflict between the GSAM clause and the revision of ASTM D-3951, the ASTM requirement shall govern.

Packaging of hazardous material (HM) supplies for shipments shall comply with the GSAM provision/Clause 552.223-73, Preservation, Packaging, Packing, Marking and Labeling of Hazardous Materials (HAZMAT) for Shipments . That is, packing of HM for domestic shipments shall comply with the latest versions of DOT HMR in 49 CFR, parts 171-180, and OSHA HCS in 29 CFR, part 1910.1200.

Packing of HM for export shipments (includes forwarding and container consolidation points, commercial freight forwarders and third-party logistics providers) shall comply with the latest versions of DOT HMR in 49 CFR, parts 171-180, and OSHA HCS in 29 CFR, part 1910.1200, and the applicable IMDG, IATA, ICAO, AFMAN-24 standard for the mode of transportation.

WOOD PACKAING MATERIAL
Packaging and packing of supplies using Wood Packaging Material (WPM) on a pallet or skid for export shipments (includes forwarding and container and consolidation points, commercial freight forwarders and third-party logistics providers) shall comply with the requirements in provision/Clause GSAM 552.211.89, Manufactured Wood Packaging Material for Export or the applicable requirements in ASTM D-3951 relative to the WPM. That is, all wood shall be treated and stamped appropriately for export, including the actual pallet or skid, if made of wood.

PALLETIZATION AND PREPARATION FOR DELIVERY
The item(s) shall be packaged and packed to afford adequate protection against physical damage during shipment from the supplier to the first receiving activity. The pack shall comply with the rules and regulations applicable to the mode of transportation. If pallet or skid is used for shipping, it shall be made in accordance with normal industry standards. In the event a wood pallet or skid is used for shipping, the requirements of GSAM 552.211.89, Non-Manufactured Wood Packaging Material for Export, shall apply.

ITEMS REQUIRING SAFETY DATA SHEETS (SDSs)
Items requiring Safety Data Sheets (SDSs) shall be provided by the contractor as specified in IPD and the FAR Provision/Clause 48 CFR 52.223 3 Hazardous Material Identification and Material Safety Data, and the latest version of Federal Standard 313. One copy of the SDS shall be included inside or affixed to the outside of each transport package. If affixed outside the SDS must be placed in a weather resistant envelope.

Data in all 16 sections of the OSHA HazCom/GHS standards will be required. HM shall be labeled with an OSHA/GHS compliant label to include the following data: (1) Product identifier, (2) Signal Word, (3) Hazard Statements, (4) Pictograms, (5) Precautionary Statements, and (6) Chemical Manufacturer, Importer, or Other Responsible Party information.