

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER!

Return RFQ Response to:
Mission Support Alliance, LLC
PO Box 650
MSIN: H1-02
RICHLAND WA 99352

RFQ Number : 00024368
Issue Date : 11/02/2009
Due Date : 11/11/2009
Due Time : 01:00 PST
Page : 1

Please Direct Inquiries to:
STEVEN S. MYRICK
Title: CONTRACTING OFFICER
Phone: 509-376-1861
Fax : 509-376-0959

Vendor:
Write in full company contact information
here:

Authorized Signature
Vendors Signature

RFQ Type: STANDARD RFQ	Quote Duration	11/02/2009	-	11/11/2009
	Payment Terms	%	Days	Net 30 Days

Fac	Standard Name	Rev	S/P	Text	Header Terms and Conditions - Text at End
912		000	P	N	CAUTION - HAZARDOUS MATERIAL
A001		002	S	N	STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE
A003		001	P	N	SMALL BUSINESS SET-ASIDE
A015		000	S	N	REQUIRED PRICE SUPPORT INFORMATION
A040		005	P	N	BUY AMERICAN ACT
A085		001	S	N	BASIS OF AWARD - LOWEST PRICE
A091		000	P	N	DELIVERY GUARANTEE
C013		000	S	N	HAZARDOUS MATERIAL
C015		000	S	N	SENSITIVE LABELING
C019		000	S	N	PACKAGE IDENTIFICATION
D002		001	S	N	DELIVERY NOTIFICATION
G003		000	S	N	AUTHORIZED PERSONNEL
GP-COM MSA		000	S	N	GENERAL PROVISIONS FOR COMMERCIAL ITEMS
H092		003	S	N	MATERIAL SAFETY DATA SHEET (MSDS)

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Fac	Standard Name	Rev	S/P	Text	Header Terms and Conditions	-	Text at End
	I029	001	S	N	HAZARDOUS MATERIAL RIGHTS		
	L007	004	V	N	CONFLICT OF INTEREST DISCLOSURE AND REPRESENTATION		
	SP-16	008	S	N	SP - REPRESENTATIONS AND CERTIFICATIONS		

Line	Quantity	UP	Item Description	Unit Price
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0001 600 CS Catalog Id : 0000650383 0

Need Date : 11/02/2009 Destination RICHLAND WA

Description: AMMUNITION, 7.62MM, MIL-SPEC M80 BALL
 AMMO LINKED WITH M13 STEEL LINKS
 PACKED 200 ROUNDS PER M19A1 AIR TIGHT ST
 EEL CAN. NO SUBSTITUTIONS.

Manufacturer : DEFENSE MUNITIONS LLC
Model : M80
Part :

Lead Time Days	Method of Shipment	FOB	FOB Point
_____	_____	_____	_____



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1.1 Caution Hazardous Material

(912)

Caution - Hazardous Material

1.2 North American Industry Classification System (NAICS) Code and Size Standard

(A01) Rev 002 10/03/02

The Buyer has determined that North American Industry Classification System (NAICS) Code 423910 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is 100 Employees or less.

1.3 Small Business Set Aside - Solicitation

(A03) Rev. 1 07/04/02

Proposals made under this acquisition are solicited from Small Business Concerns, including; Small Disadvantaged, Small Women-Owned, Service Disabled Veteran and HUBZone small businesses. Any resulting Contract shall be performed solely by Small Businesses. Proposals received from concerns that are not Small Businesses shall not be considered for award.

- Small Women-Owned and Service Disabled-Veteran Owned Business may self-certify their business size

The following Small Business Concerns must be certified by the Small Business Administration (SBA):

- **Small Disadvantaged Business Qualifications:** A small business must be at least 51% owned and controlled by a socially and economically disadvantaged individual or individuals. African Americans, Hispanic Americans, Asian Pacific Americans, Subcontinent Asian Americans, and Native Americans are presumed to qualify. Other individuals can qualify if they show by a “[preponderance of the evidence](#)” that they are disadvantaged. All individuals must have a net worth of less than \$750,000, excluding the equity of the business and primary residence. Successful applicants must also meet applicable size standards for small businesses in their industry.



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- [HUBZone Small Business Qualifications](#): A firm can be found to be a qualified HUBZone concern, if:
 - It is [small](#),
 - It is [located in an “historically underutilized business zone”](#) (HUBZone)
 - It is owned and controlled by one or more U.S. Citizens, and
 - At least 35% of its employees reside in a HUBZone.

1.4 Required Price Support Information

(A15) Rev. 0 04/27/98

The seller is required to submit information sufficient to determine that the prices or costs being charged are reasonable, fair and realistic. Such information may include pricing, sales, or cost information that is pertinent to establishing the pricing or costs being charged.

Certified cost or pricing data need not be submitted.

For example:

1. For items where pricing is controlled, by law or regulation, by periodic rulings, reviews, or similar actions of a governmental body; identify and submit the controlling document establishing the price offered.
2. For Commercial items; submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price of this acquisition. Such information may include:
 - a. For catalog items; a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller;

Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;



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- b. For market-priced items; the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
 - c. For items included on an active Federal Supply Service Multiple Award Schedule contract; a copy of the appropriate pages for the offered items, Schedule cover page, terms and conditions, unless already on file with the contracting office.
3. Additional supporting information, to the extent necessary to determine whether the price is fair and reasonable.

The seller grants the Buyer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify the reasonableness of the price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the seller's determination of the prices to be offered in the catalog or marketplace.

1.5 Buy American Act

(A40) Rev. 5 11/12/07

It is the Buyer's preference to purchase domestic end products in accordance with the Buy American Act (BAA, FAR part 25). Contractor certifies that all products supplied under this contract are domestic end products as defined in the Buy American Act, except those products of foreign origin which were specifically identified, evaluated and authorized by the Buyer prior to award, <http://www.acqnet.gov/far/current/html/FARTOCP25.html#wp225048>

1.6 Delivery Guarantee

(A091) Rev.0 02/12/09

Delivery of the items of services covered by this action is of significant importance to the Buyer. Proposals are requested to show the best guaranteed delivery schedule along with any alternatives or options which could be considered by the Buyer to improve the delivery guarantee. The offeror's delivery guarantee and performance reliability may be used as differentiator in evaluating proposals. Time will be of the essence in any resulting award.

1.7 Hazardous Material

(C13) Rev. 0 10/01/98

Any hazardous materials covered by this Contract shall be properly packaged, marked, labeled and certified to the carrier that the shipment is in proper condition for transportation according to applicable regulations of the Department of Transportation, (See CFR Title 49 Parts 171-178).



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Upon receipt of notification of any material on this Contract found to be nonconforming to the applicable Department of Transportation regulations for packaging, marking and labeling, the Contractor shall within 5 days and at no expense to the Buyer, (any expenses incurred by the Buyer in bringing material into conformity will be for the account of the Contractor and deducted from any monies due the Contractor):

1. Repackage, remark or relabel the material to meet requirement at the Buyer's facility, or,
2. Reach agreement with the Buyer to repackage, remark or relabel the material to meet requirements or Material Safety Data Sheet (MSDS) required.
3. Pick up the nonconforming material at the Buyer's facility and replace with material conforming to all requirements of the Contract.

1.8 Sensitive Labeling

(C15) Rev. 0 10/01/98

The items designated with "SEN(s)" where noted are classified as sensitive items. Contractor shall mark or tag all exteriors of cartons, boxes, packages, containers, etc., with labels marked "Sensitive" or "Sensitive Materials Enclosed".

1.9 Package Identification

(C19) Rev. 0 10/01/98

All envelopes, boxes or packages shipped against this Contract number shall be marked "Attention (Contract Number)."

1.10 Delivery Notification

(D02) Rev. 1 04/26/07

24 hours prior to shipment contact the person(s) listed below between the hours of 7:30 am to 4:00 PM, Pacific Time with forwarding information. Failure to do so may result in the shipment being refused at destination or removal of your company from future solicitations.

Scott Myrick – 509-376-1861

Mike Wolf – 509-376-5098



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1.11 Authorized Personnel

(G03) Rev. 0 06/25/97

Only the following named Contract individuals are authorized to make changes to this document:

Contracting Officer, Scott Myrick (509)376-1861

Contracts Manager, Dana Worthington (509)376-9831

1.12 Material Safety Data Sheet (MSDS)

(H92) Rev. 3 02/11/2003

Material Safety Data Sheet (MSDS) is required for any hazardous material required by this document. A copy of the MSDS is to be mailed/faxed directly to the cognizant Contract Specialist.

1.13 Hazardous Material Rights

(I29) Rev. 1 10/01/98

The Contractor shall submit a Material Safety Data Sheet, (Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313A, for all hazardous material in accordance with the delivery schedule requirements set forth within this document. This obligation applies to all materials or items containing hazardous materials. Hazardous material is defined in Federal Standard No. 313A in effect on the date of this Contract.

The Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances and regulations, including the obtaining of licenses and permits), in connection with hazardous material. Neither the requirements of this article, nor any act or failure to act by the Buyer shall relieve the Contractor of any responsibility or liability for the safety of the Buyer, Government, Contractor or sub-tier Subcontractor personnel or property.

The Buyer shall have the right to use, duplicate and disclose any data to which this clause is applicable. The purpose of this right is to:

1. Apprise personnel of the hazards to which they may be exposed;
2. Obtain medical treatment for those affected by the material; and
3. Have others use, duplicate and disclose the data for Government use in connection with these same purposes.



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The Contractor shall insert the same clause in any sub-tier Subcontract that may contain hazardous material.

1.14 Conflict of Interest Disclosure and Representation

(L07) Rev. 4 07/25/02

It is Buyer's policy to avoid situations, which place a contractor in a position wherein it may not be able to compete on an equal basis for Buyer-controlled work with other qualified contractors. This representation, and the information disclosed thereby, will serve to advise Buyer whether or not an contractor's judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, the contractor may have which relates to the work to be performed under a contract which may result from this solicitation, thus providing the contractor an unfair competitive advantage over others. The term "contractor" herein means the proposing entity or any of its affiliates or proposed consultants or subcontractors of any tier. Therefore:

Contractor shall provide Buyer a statement which describes in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work described in the statement of work of this solicitation. Contractor may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of affiliates or other divisions or sections of the proposing entity and how that structure or system would avoid or mitigate an organizational conflict of interest. [See section 401, Pub. L. 95-39 (42 U.S.C. 5918(a)) and section 10, Pub. L. 95-70 (15 U.S.C. 789(a)) for specific requirements.]

Contractor shall assure that any consultants and/or subcontractors identified in its proposal which will perform part or all of any resulting contract submit the same information as required by section (1) above, either as part of the Contractor's proposal or directly to Buyer, prior to the time and date set forth for the receipt of proposals, including identification of the solicitation and the (contractor's) proposal to which it relates.

Contractor shall assure that each of its chief officers or directors, if any, who will be directly involved in the actual performance of the contract, submit such information.

Contractor shall promptly provide to the Buyer information concerning any changes, including additions, in its relevant facts reported under section (1) above, that occur between the time of submission of its proposal and the award of a contract or the time the Contractor is notified that it is no longer being considered for an award.

If the Contractor has submitted a Securities and Exchange Commission Form 10k to that agency, it shall include a copy of the form and a list of all attachments as part of its business management proposal - or cost proposal



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Buyer will review the information submitted and may require additional relevant information or certifications from the contractor. All such information, and any other relevant information known to Buyer, will be used to determine whether an award to the contractor may create an organizational conflict of interest with respect to the contractor's (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. If Buyer determines a conflict exists which would require some action to mitigate an actual or potential conflict of interest that would otherwise represent an unacceptable risk to Buyer, it may, at its sole discretion: (1) impose appropriate terms or conditions necessary to avoid or mitigate the conflict, (2) disqualify the offer, or (3) proceed with an award despite the conflict.

Contractor refusal to submit the representation and/or to provide the disclosure or any additional information requested by Buyer, may result in disqualification of the contractor for an award. Misrepresentation of facts material facts or other reported information may also result in disqualification. If any such misrepresentation is discovered following award, Buyer may terminate the contract for default or seek other remedies including actions pursuant to 18 U.S.C. 1001.

Depending on the nature of the contract activities, contractor may, because of the existence of possible organizational conflicts of interest, propose to exclude specific kinds of work from the statement of work contained in the original solicitation, unless the solicitation specifically prohibits such exclusion. Any proposed exclusion may be considered by Buyer in the evaluation of proposals, but may ultimately determine the proposal to be unacceptable.

No work shall be performed, and Contract Specialist will not authorize work to begin, until representations and disclosure information has been evaluated. Contract Specialist may also, at its option, permit missing representations or disclosure information to be provided by a contractor at any time during the pre-award process.

In lieu of or in addition to the above and/or when requested by the Contract Specialist, contractor shall provide a certification similar to the following:

CONFLICT OF INTEREST DISCLOSURE STATEMENT

I hereby certify that, to the best of my knowledge and belief, no facts exist relevant to any past, present, or currently planned interest or activity (financial, contractual, personal, organizational, or otherwise) that relate to the proposed work; and bear on whether I and the Contractor have a possible conflict of interest with respect to

Being able to render impartial, technically sound, and objective assistance or advice, or

Being given unfair competitive advantage.



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Authorized Seller Representative

Date

General Provisions for Commercial Items

(Revision 000, August 24, 2009)

The Buyer has designated this action as meeting the requirements for “commercial items” as defined in FAR part 2.101 and 12.501.

http://www.hanford.gov/pmm/files.cfm/GP-COM_r000_MSA.pdf

Special Provisions - Representations and Certifications

(SP-16 revision 000, August 24, 2009)

http://www.hanford.gov/pmm/files.cfm/SP-16_r000_MSA.pdf