**REVISION NOTICE #6, AUGUST 2003**

In accordance with paragraph 1b. below, the following revisions have been made to the SPA:

- Changes/revisions/updates made by revision notices #1 through #5 have been incorporated into this revision.

- DLAD Clause 52.213-9004, Offeror Representations, Certifications, and Fill-In Information – Electronic Commerce, has been updated to JUL 2003, deleting DFARS provision 252.225-7003, Information for Duty Free Evaluation.

- Automated Indefinite Delivery Purchase Orders (IDPOs) policy has been added as Enclosure 5 of this agreement.

- Clauses have been updated to reflect the latest version.

- Minor editorial revisions were made.

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1. DESCRIPTION OF AGREEMENT

a. This Simplified Purchase Agreement (SPA) is an instrument which establishes terms, conditions, and provisions applicable to Requests for Quotations (RFQs) and Purchase Orders issued by the DSCP General and Industrial Commodity Directorate for simplified purchases not exceeding the Simplified Acquisition Threshold (SAT), including those solicited and awarded through both manual and electronic means when the acquisition has been initiated by an Electronic Bulletin Board (EBB), DLA Procurement Gateway and/or DLA Pre-Award Contracting System (DPACS). This SPA is not a Contract. DSCP - General and Industrial Commodity Directorate shall not be obligated to issue orders which bear reference to this SPA or which incorporate the terms of this SPA.

b. The SPA may be revised by the DSCP General and Industrial Commodity Directorate at any time. The version of the SPA in effect on the date the request for quotation is issued will apply, and be applicable to any DSCP - General and Industrial Commodity Directorate Purchase Orders issued which reference the SPA. By entering into the EBB or the DLA Procurement Gateway for the purpose of submitting a quotation under one or more of the solicitations posted therein, the contractor agrees to the terms and conditions set forth in the SPA. Previous versions of the SPA will be archived and be made accessible through the EBB and/or the DSCP - General and Industrial Commodity Directorate Home Page (see para f below).

c. The DSCP - General and Industrial Commodity Directorate shall purchase the supplies listed in the Schedule of the RFQ by issuance of unilateral Purchase Orders. A Purchase Order so issued shall constitute DSCP - General and Industrial Commodity Directorate's offer for a unilateral Contract. The recipient of such an order (the "offeree") accepts the DSCP - General and Industrial Commodity Directorate's offer by performing the order in accordance with its terms. Further, once the offeree commences performance in response to the DSCP - General and Industrial Commodity Directorate's Purchase Order, the DSCP - General and Industrial Commodity Directorate's offer remains a "firm offer" and is irrevocable until the time specified therein for delivery. Failure by the offeree to make timely delivery of conforming supplies in accordance with the terms of the Purchase Order causes the DSCP - General and Industrial Commodity Directorate's offer to expire. Thereafter, the offeree is not authorized to make delivery under the Purchase Order unless and until a Modification is executed by both the DSCP - General and Industrial Commodity Directorate's Contracting Officer and the offeree. Purchase Orders to be issued subject to the terms of this SPA shall state: "Terms and Conditions of the DSCP - General and Industrial Commodity Directorate SPA are hereby incorporated." Individual Purchase Orders shall not exceed the Simplified Acquisition Threshold; may be issued in writing (including telefax), electronically or orally; and any Purchase Order issued orally shall be confirmed by issuance of either an electronic order or written Purchase Order.

d. Purchase Orders for supplies which are for Direct Vendor Delivery (DVD) under fast payment procedures or other orders requiring inspection and acceptance at destination may be issued by referencing this agreement in lieu of separately citing individual clauses. When so referenced, all terms, conditions, and clauses contained in the SPA which are applicable to the Purchase Order will be considered to be incorporated into the order. Purchase Orders for supplies which require Government inspection and acceptance will contain all relevant provisions and clauses to enable the Administrative Contracting Officer (ACO) and/or Quality Assurance Representative (QAR) to properly administer the acquisition. In case of a conflict, the terms and conditions of the Purchase Order will be binding and take precedence over any terms or conditions in the SPA.

e. The DSCP Guiding Principles for Acquisition (DGPA) Part 52 contains the full text of clauses, provisions and other documents which are applicable to this SPA. Accordingly, where such clauses, provisions and other documents are cited in this SPA or a solicitation or Purchase Order which references this SPA, they are identified only by title, or by title and brief portions of the text with the full text being incorporated by reference. Clauses, provisions and other documents so incorporated apply to this SPA and any solicitation or Purchase Order which references this SPA with the same force and effect as if they were given in full text.

f. Full text of local DSCP clauses are available in DGPA Part 52 at URL: http://www.dscp.dla.mil/contract/dgpa/Part52_Interface.doc on the DSCP - World Wide Web page. General & Industrial clauses are in Section 52.200-3-P.

g. Certain Quality Assurance Provisions (QAPs) are available on the DSCP - General and Industrial Commodity Directorate Electronic Bulletin Board (EBB) or on the Internet at URL: http://www.disc.dla.mil/prod_services/qaphome/htm and, when listed in any solicitation or Purchase Order which references this SPA, are considered to be incorporated into this document by reference.

2. OFFEROR REPRESENTATIONS, CERTIFICATIONS, AND FILL-IN INFORMATION—ELECTRONIC COMMERCE (JUL 2003) – DLAD 52.213-9004

(a) Offerors are required to provide the following socioeconomic and other data in a coded, rather than a fill-in, format. This provision consolidates, to the maximum extent practicable, most of the applicable representations and certifications (other than those provided on an annual basis) and fill-in portions of clauses and provisions from the Federal Acquisition Regulation (FAR), the Defense FAR Supplement (DFARS), and the DLA Acquisition Directive (DLAD).

(b) This provision constitutes a recordation of the representations, certifications, and other data requirements contained in the individual provisions incorporated herein by reference via the citation(s) at each numbered paragraph. It is not intended to supersede those provisions, except that the requirement for marking certain boxes or otherwise entering information individually into these cited provisions is hereby replaced by the requirement to complete this provision 52.213-9004. The offeror is reminded that all provisions incorporated herein by reference remain binding in their entirety. Any penalties for misrepresentation contained in the referenced provisions (e.g., penalties for misrepresentation of business status under FAR 52.219-1, paragraph (d)(2)) still apply. Furthermore, additional information required by the individual provisions to be provided "at the time of" or "with" the offer must be transmitted elsewhere in your response or sent/faxed under separate cover (as appropriate) concurrently with your transmitting this transaction to the Government.

(c) The offeror may electronically access the full text of each referenced provision at, or through links provided at: http://www.dla.mil/j-3/j-336/icps.htm . The offeror may also request that the contracting officer provide the hard-copy full text of any DLAD or local provision(s) referenced below.

(d) The following provision segments, identified, where necessary, to a specific line item number(s), shall be completed by the offeror.

01. FAR 52.204-3, Taxpayer Identification [also, FAR 52.212-3, Offeror Representations and Certifications - Commercial Items (paragraph (b)), when used for commercial items].

01A Enter one of the following: TIN (without dashes); or the appropriate code from the list below; or state other basis why TIN is not required._____.

BA = TIN has been applied for.

TIN is not required because:

FO = Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S., and does not have an office or place of business or a fiscal paying agent in the U.S.

FG = Offeror is an agency or instrumentality of a foreign government.

GT = Offeror is an agency or instrumentality of the Federal government.

01B Select one code from the following list that identifies the offeror's type of organization. If other than those listed, provide identification: _____.

PM = Corporate entity (not tax-exempt).

OE = Corporate entity (tax-exempt).

SP = Sole proprietorship.

PA = Partnership.

GE = Government entity (Federal, State, or local).

FG = Foreign government.

WE = International organization per 26 CFR 1.6049-4.

01C If offeror is owned or controlled by a common parent, enter Common Parent Name. (Enter "NA" if not applicable.) _____.

01D If offeror is owned or controlled by a common parent, enter Common Parent TIN (without dashes). (Enter "NA" if not applicable.) _____.

02. FAR 52.209-1, Qualification Requirements. (Applies only to an acquisition subject to a qualification requirement. When qualification applies, 02A and at least one of the items from 02B through 02F must contain an entry other than "NA.")

02A Enter the individual line item number for which qualification information is applicable. Enter "ALL" if, and only if, the responses to 02B through 02F are the same for all line items in your offer. Enter "NA" if the solicitation does not contain a qualification requirement. (NOTE: If information is being provided for individual line item numbers, segments 02A through 02F should be repeated as many times as necessary)_____.

02B Enter Manufacturer's Name or CAGE code. (Enter "NA" if clause not applicable.) _____.

02C Enter Source Name or CAGE code. (Enter "NA" if clause not applicable.) _____.

02D Enter Item Name. (Enter "NA," if clause not applicable.) _____.

02E Enter Service Identification. (Enter “NA” if clause not applicable, or “NK” if service identification is not known) _____.

02F Enter Test Number. (Enter "NA" if clause not applicable, or "NK" if test number is not known.) _____.

03. FAR 52.211-5, Material Requirements.

03A Enter the individual line item number for which the offeror proposes to furnish "other than new" (used) material; or reconditioned/remanufactured material; or unused former Government Surplus property. Enter "ALL" if, and only if, the response to 03B is the same for all line items in your offer. Enter "NA" here and in 03B if the provision is not applicable. (NOTE: If information is being provided for individual line item numbers, segments 03A and 03B should be repeated as many times as necessary.) _____.

03B Select one of the following codes to describe the material the offeror intends to furnish:_____. If any code other than "NA" is entered, the offeror shall provide a list under separate cover describing such material in accordance with paragraphs (c) or (d) of the cited clause.

ON = Other than new (used)

RI = Reconditioned/Remanufactured Item

SU = New, Unused Government Surplus (If surplus material is offered, offeror must also complete the representation in clause 52.211-9000, Government Surplus Material (Apr 2002).

NA = Not applicable

04. FAR 52.219-1, Small Business Program Representations/Type of Business

04A The offeror certifies as part of his offer that it is a _____ business type. (Select only one code from the list below.)

B = Small Business Concern (Use this code if your firm is a small business concern, as defined in FAR 52.219-1, paragraph (c), and no other code below applies.)

C = Nonprofit Institution. (Use this code if you are a business entity organized and operated exclusively for charitable or scientific purposes, and you are exempt from Federal income taxation under Section 501 of the Internal Revenue Code, as described in FAR 31.701.)

E = Educational Institution. (Use this code if you are an institution of higher education (i.e., college or university) other than a historically black college or university or minority institution.)

F = Historically Black College or University (HBCU). (Use this code if you are a historically black college or university, as defined in FAR 2.101.)

G = JWOD Participating Nonprofit Agency. (Use this code if you are a nonprofit agency-serving people who are blind, or those with other severe disabilities, as defined in FAR 8.701.)

P = Minority Institution. (Use this code if you are a minority institution, other than a historically black college or university, as defined in FAR 2.101.)

X = Intragovernmental. (Use this code if you are a Federal Agency, Government corporation, or other Government agency, such as Federal Prison Industries (UNICOR).)

M = Small Disadvantaged Business Concern (Use this code if your firm is a small disadvantaged business concern, as defined in FAR 52.219-1(b)(2)).

W = Woman-owned Small Business Concern (Use this code if your firm is a woman-owned small business concern, as defined in FAR 52.219-1, paragraph (c).)

T = Veteran-Owned Small Business Concern (Use this code if your firm is a veteran-owned small business concern, as defined in FAR 52.219-1, paragraph (c), and code R does not apply.)

R = Service-Disabled Veteran-Owned Small Business Concern (Use this code if your firm is a service-disabled veteran-owned small business concern, as defined in FAR 52.219-1, paragraph (c).)

U = Woman-Owned Small Disadvantaged Business Concern (Use this code if your firm is a both a woman-owned small business and a small disadvantaged business.) See citations for definitions at codes M and W, above.

K = Small Disadvantaged, Service-Disabled Veteran-Owned Small Business Concern (Use this code if your firm is both a small disadvantaged business and a service-disabled veteran-owned small business.) See citations for definitions at codes M and R, above.

L = Small Disadvantaged, Other Veteran-Owned Small Business Concern (Use this code if your firm is both a small disadvantaged business and a veteran-owned small business (but not a service-disabled veteran-owned small business).) See citations for definitions at codes M and T, above.

N = Woman-Owned, Service-Disabled Veteran-Owned Small Business Concern (Use this code if your firm is both a woman-owned small business and a service-disabled veteran-owned small business.) See citations for definitions at codes W and R, above.

V = Woman-Owned, Other Veteran-Owned Small Business Concern (Use this code if your firm is both a woman-owned small business and a veteran-owned small business (but not a service-disabled veteran-owned small business).) See citations for definitions at codes W and T, above.

Y = Woman-Owned, Small Disadvantaged, Service-Disabled Veteran-Owned Small Business Concern (Use this code if your firm is a woman-owned small business, a small disadvantaged business, and a service-disabled veteran-owned small business.) See citations for definitions at codes W, M, and R, above.

Z = Woman-Owned, Small Disadvantaged, Other Veteran-Owned Small Business Concern (Use this code if your firm is a woman-owned small business, a small disadvantaged business, and a veteran-owned small business (but not a service-disabled veteran-owned small business).) See citations for definitions at codes W, M, and T, above.

A = Large Business (Use this code if your firm is not included in any of the above categories.)

04B HUBZone Small Business Concern. Enter “Y” to represent that your firm is a HUBZone small business concern whose name appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and as described in paragraph (c) of FAR 52.219-3 (Notice of Total HUBZone Set-Aside). Otherwise, enter “N.” _____.

04C The offeror makes the following representation regarding its joint venture status:_____. If any code other than "NA" is entered, the offeror shall provide under separate cover a list of the names of participating HUBZone small business concerns.

JV = “Y” is entered in 04B, the offeror is a joint venture that complies with the requirements of 13 CFR Part 126, and the offeror’s representation provided by entry of the “Y” in 04B is accurate for the HUBZone small business concern(s) participating in the joint venture. [Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.]

JN = “Y” is entered in 04B, but the offeror is not a joint venture within the requirements of 13 CFR Part 126.

NA = Not applicable. (Use this code if “N” has been entered in 04B.)

04D If 04A, above, contains a code other than “M,” “U,” “K,” “L,” “Y,” or “Z,” insert “NA” on the blank line. If 04A contains any of these codes, the offeror shall identify the category on which its small disadvantaged business status is based:_____. (Applies to offers exceeding $25,000.)

BA = Black American.

HA = Hispanic American.

AI = Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

SD = Small disadvantaged individual/concern, based on other than one of the preceding.

NA = Not applicable (04A contains a “B,” “W,” “T,” “R,”, “N,” or “V”).

05. FAR 52.222-22, Previous Contracts and Compliance Reports (Applies to offers exceeding $10,000 when FAR 52.222-26 applies.)

05A (Completion of segment 05A also serves as the offeror's representation that it will obtain, prior to subcontract awards, representations signed by proposed subcontractors indicating submission of required compliance reports.) Select one code from the following list that identifies the offeror's submission of required compliance reports:_____.

Y4 = Has participated in a previous contract subject to applicable Equal Opportunity coverage, and filed all required compliance reports.

Y5 = Has participated in a previous contract subject to applicable Equal Opportunity coverage, and has not filed all required compliance reports.

N4 = Has not participated in a previous contract requiring compliance reports.

NA = Not applicable.

06. FAR 52.222-25, Affirmative Action Compliance. (Applies to offers exceeding $10,000 when FAR 52.222-26 applies.)

06A The offeror represents as part of its offer that (select one code from the following list):_____.

Y6 = The offeror has developed and has on file required affirmative action programs.

N6 = The offeror has not developed and does not have on file required affirmative action programs.

NH = The offeror has not had previous contracts subject to the written affirmative action program requirements.

NA = Not applicable.

07. FAR 52.223-3, Hazardous Material Identification and Material Safety Data; DFARS 252.223-7001, Hazard Warning Labels; DLAD 52.223-9000, Material Safety Data Sheets and Hazard Warning Labels. (Completion of segment 07 serves as the offeror's representation that it will submit for each item as required prior to award, a Material Safety Data Sheet (MSDS) prepared in accordance with paragraph (a)(2) of the cited DLAD clause and a copy of the Hazard Warning Label, in accordance with referenced Hazard Communication Standard, Federal Standard, and any other requirement contained in the cited clauses.)

07A Enter the individual line item number for which the labeling/MSDS requirements described above apply. Enter "ALL" if, and only if, the response to 07B is the same for all line items in your offer. Enter "NA" if the provisions are not applicable. (NOTE: If information is being provided for individual line item numbers, segments 07A and 07B should be repeated as many times as necessary.) _____.

07B Select the code that indicates whether hazardous material(s) will be supplied:_____. If code Y7 is entered, in addition to the MSDS(s) and Hazard Warning Label(s), the offeror must provide under separate cover a list, in accordance with paragraph (b) of the cited FAR clause, of hazardous materials intended to be furnished. Also on that list, the offeror shall indicate the statute in accordance with which each such hazardous material will be labeled. (See paragraph (c) of the cited DFARS clause.)

Y7 = The offeror proposes to furnish hazardous material.

N7 = Hazardous material will not be furnished.

08. DFARS 252.225-7000, Buy American Act - Balance of Payments Program Certificate (applies only if the contract amount is expected to exceed $2,500 and DFARS 252.225-7001 is included in the solicitation); and DFARS 252.225-7035, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program Certificate. (Applies only if the contract amount is expected to exceed $25,000 and DFARS 252.225-7036 or its Alternate I is included in the solicitation.) [Either or both of these clauses may serve as the basis for this requirement.]

08A Select one of the following:

Y8 = The offeror certifies that each end product is a domestic end product, and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

N8 = The offeror certifies that not all end products are domestic end products, and further certifies the identification of every non-domestic end product and its country of origin as provided in paragraphs 09 and 10, below.

NA= Not applicable.

09. DFARS 252.225-7000, Buy American Act - Balance of Payments Program Certificate. (Applies only if the contract amount is expected to exceed $2,500 and DFARS 252.225-7001 is included in the solicitation.)

09A Enter the individual line item number of any end product that is not a domestic end product. Enter "ALL" if, and only if, the responses to 09B and 09C are the same for all line items in your offer. Enter "NA" if the response to 08A is coded "Y8," or if the provision is not applicable. (NOTE: If information is being provided for individual line item numbers, segments 09A through 09C should be repeated as many times as necessary.)

09B The offeror certifies that the end product identified in 09A, above, is a (select one code from the list below):

QE = Qualifying Country End Product.
NQ = Non-qualifying Country End Product.
NA = Not applicable. (Insert "NA" if the response to 09A is coded "NA," or if the provision is otherwise inapplicable.)

09C The offeror certifies that the country of origin of the end product identified in 09A, above, is as follows. (Select one of the codes below for a Qualifying Country end product; enter the name of a nonqualifying country; otherwise, enter "NA" if the response to 09A is coded "NA," or if the provision is otherwise inapplicable.)_____.

AS = Australia
BE = Belgium
CA = Canada
DA = Denmark
EG = Egypt
GE = Federal Republic Germany
FR = France
GR = Greece
IS = Israel
IT = Italy
LU = Luxembourg
NL = Netherlands
NO = Norway
PO = Portugal
SP = Spain
TU = Turkey
UK = United Kingdom of Great Britain and Northern Ireland
AU = Austria
FI = Finland
SW = Sweden
SZ = Switzerland

10. DFARS 252.225-7035, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program Certificate. (Applies only if the contract amount is expected to exceed $25,000 and DFARS 252.225-7036 or its Alternate I is included in the solicitation.)

10A Enter the individual line item number of any end product that is not a domestic end product. Enter "ALL" if, and only if, the responses to 10B and 10C are the same for all line items in your offer. Enter "NA" if the response to 08A is coded "Y8," or if the provision is not applicable. (NOTE: If information is being provided for individual line item numbers, segments 10A through 10C should be repeated as many times as necessary.).

10B The offeror certifies that the end product identified in 10A, above, is a (select one code from the list below):

QE = Is a qualifying Country (except Canada) End Product.
NE = Is a NAFTA Country End Product (applies to acquisitions from Canada for $25,000 or more, and from Mexico for $56,190 or more).
NN = Is an other Non-NAFTA Country End Product.

NA = Not applicable (Insert "NA" if the response to 10A is coded "NA," or if the provision is otherwise inapplicable.)

10C The offeror certifies that the country of origin of the end product identified in 10A, above, is as follows. (Select one of the codes below for a Qualifying Country, U.S.-made, or NAFTA end product; enter the name of a nonqualifying country; otherwise, enter "NA" if the response to 10A is coded "NA," or if the provision is otherwise inapplicable.)
_____.

AS = Australia
BE = Belgium
CA = Canada
DA = Denmark
EG = Egypt
GE = Federal Republic Germany
FR = France
GR = Greece
IS = Israel
IT = Italy
LU = Luxembourg
MX = Mexico
NL = Netherlands
NO = Norway
PO = Portugal
SP = Spain
TU = Turkey
UK = United Kingdom of Great Britain and Northern Ireland
AU = Austria
FI = Finland
SW = Sweden
SZ = Switzerland

~~11. DFARS 252.225-7003, Information for Duty-Free Entry Evaluation~~.

11. DLAD 52.217-9002, Conditions for Evaluation and Acceptance of Offers for Part Numbered Items. (In addition to providing the information required in 11A, 11B, 11C, 12A, 12B, 12C, 12D, and 12E, below, the offeror shall provide the manufacturer's name and part number in the appropriate segment of this transaction. "Exact product," "alternate product," "superceding part number" and "previously-approved product" are defined in 52.217-9002.)

11A Enter the individual line item number for which the offeror intends to provide the exact product (including manufacturer's name, cage code and part number) referred to in the acquisition identification description (AID) of this solicitation. Enter "ALL" if the exact product(s) as specified in the solicitation will be provided for all line items in your offer. Enter "NONE" if only alternate products to the products referred to in the AID of this solicitation will be provided for all line items. Enter "NA" if the solicitation does not pertain to part-numbered items. (NOTE: If information is being provided for individual line item numbers, segments 11A, 11B and 11C should be repeated as many times as necessary.)_____.

11B If 11A contains an entry other than "None" or "NA", enter the CAGE Code which pertains to the exact AID part number being offered. Enter "NA" if the solicitation does not pertain to part-numbered items. Enter "None" if an alternate product to the product referred to in the AID of this solicitation is being offered._____

11C If 11A contains an entry other than "None" or "NA", enter the exact AID part number which pertains to the item being offered. Enter "NA" if the solicitation does not pertain to part-numbered items. Enter "None" if an alternate product to the product referred to in the AID of this solicitation is being offered._____.

12. DLAD 52.217-9002, Conditions for Evaluation and Acceptance of Offers for Part Numbered Items. (See instructions in parentheses at 11. above.)

12A Enter the individual line item number for which the offeror intends to provide an alternate product to the product referred to in the AID of this solicitation. Enter "ALL" if alternate products to the product referred to in the AID will be provided for all line items in your offer. Enter "NONE" if only the exact product(s) will be provided for all line items. Enter "NA" if the solicitation does not pertain to part-numbered items. (NOTE: If information is being provided for individual line item numbers, segments 12A through 12E should be repeated as many times as necessary.) _____.

12B If 12A contains an entry other than "NONE" or "NA", and if the alternate product specified has been previously furnished to the Government or otherwise evaluated and approved, enter the contract or solicitation number under which it was furnished or approved. If the alternate product has been previously approved outside of a solicitation/contract process, enter the name of the approving authority. Enter "NF" if the alternate product has not previously been furnished and approved. Enter "NONE" if the exact product is being offered. Enter "NA" if the solicitation does not pertain to part-numbered items. _____.

12C If 12A contains an entry other than "NONE" or "NA," enter the CAGE code which pertains to the part number being offered. Enter "NONE" if the exact product is being offered. Enter "NA" if the solicitation does not pertain to part-numbered items. _____.

12D If 12A contains an entry other than "NONE" or "NA", enter the part number which pertains to the item being offered. Enter "NONE" if the exact product is being offered. Enter "NA" if the solicitation does not pertain to part-numbered items. _____.

12E If 12A contains an entry other than "NONE" or "NA", enter "AB" if you are offering an alternate product that has not been previously approved (this includes a previously reverse-engineered product that is not currently cited in the AID), "PA" if this is a previously approved alternate product, or "SN" if this is a part number that supersedes the part number cited in the AID of the solicitation. Enter "NONE" if the exact product is being offered. Enter "NA" if the solicitation does not pertain to part-numbered items _____.

NOTE: For each alternate product to the product referred to in the AID of this solicitation, the offeror must furnish the drawings, specifications, and other data required by 52.217-9002. In addition, for items that have previously been reverse-engineered but are not currently cited in the AID, the offeror must provide with this offer the data package and other requirements established in paragraph (c)(2) of 52.217-9002.

13. DLAD 52.233-9001, Disputes: Agreement to Use Alternative Disputes Resolution (ADR) (SEP 2001)

13A. Select one of the following codes to indicate the offeror's position regarding the acceptability of this clause:_____

A = The offeror accepts the clause
B = The offeror opts out of this clause and does not desire to negotiate alternate wording

14. FAR 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products.

14A. Select one of the following codes to indicate the offeror's furnishing of any end product listed at http://www.dol.gov/ilab/regs/eo13126/main.htm :_____.

"Y15" The offeror will not supply any end product from the list provided above, that was mined, produced, or manufactured in a corresponding country as listed for that end product.

"M15" The offeror may supply an end product from the list provided above. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

3. MICROPURCHASES

a. This agreement also covers micropurchases, (excluding micropurchases made under the 8(a) Program, Federal Prison Industries (FPI), or Javits-Wagner-O'Day (JWOD)), which are acquisitions of supplies with a total value not to exceed $2,500. This category of purchases is exempt from certain regulatory requirements:

(1) they may be awarded without requiring competitive quotations;
(2) they are unrestricted, i.e., exempt from small business set-asides; and
(3) they are exempt from Buy American Act restrictions.

4. REQUEST FOR QUOTATIONS

a. General:

(i) Types of solicitations covered by this agreement:

(A) Manually generated RFQs through DPACS – these will have a "Q" in the 9th position of the solicitation number, e.g., SP0540-99-Q-1234. (See paragraph c below.)

(B) Automatically generated RFQs through SASPS II – these will have a "T" or "U" in the 9th position of the solicitation number, e.g. SP0500-99-T-1234. (See paragraph b below.)

(C) Automated SASPS II RFQs (per above) which are candidates for Procurement Automated Contract Evaluation (PACE). See Enclosure 3 for information on PACE.

(ii) The Government must receive quotations by the RFQ closing date or the quotation(s) may be disregarded. Quotations received after award are not considered.

(iii) Quotations may be precluded from consideration for failure to provide all required information. Electronically solicited quotations must contain this information in the specific segment(s) provided for entry.

(iv) Unless otherwise specifically indicated by the Supplier, all quotations will be valid for a period of sixty (60) days from the date of the quotation.

(v) The Contractor is not obligated to respond to any RFQ.

(vi) The RFQ is <u>not</u> an order for material and does not authorize the Contractor to make any shipment. Further, the posting of the RFQ on the Electronic Bulletin Board (EBB) does not obligate the Government to pay for costs incurred in the preparation and submission of the quotation.

b. Solicitations using the DSCP General and Industrial Commodity Directorate (EBB) System:

(i) The Government will seek quotations on a competitive basis from all Contractors holding SPAs and participating in the EBB. DSCP - General and Industrial Commodity Directorate's posting of any Purchase Request (PR) on the EBB constitutes an RFQ under this SPA.

(ii) To ensure its quotation is considered for award, the Contractor must respond to the RFQ within fifteen (15) calendar days of the RFQ "issue" date. However, the Commodity Business Unit (CBU) responsible for the supplies being purchased may announce a different due date, which will take precedence. The issue date for EBB solicitations is the same as the Purchase Request (PR) date. The PR date is encoded in the PR number, in Julian format. For example, PR number YPI<u>99346</u>000001 was the first PR issued on the 346th day in 1999, i.e., 11 December 1996.

(iii) Because time is a critical factor in the solicitation-quotation-award process, all SASPS II (T) quotations must be submitted electronically in order to be considered.

(iv) See Paragraph 6 for system requirements under the EBB.

c. Other solicitations (electronic/non-electronic):

(i) RFQs may be issued through the DPACS electronic environment in Electronic Data Interchange (EDI) format (See paragraph 5 below) or posted on the DLA Procurement Gateway for access and retrieval.

(ii) The following default values will be used in the evaluation of EDI quotations unless the quotation specifies otherwise:

(A) Terms - Net 30 if not sent.
(B) FOB - FOB Destination except FMS which will default to that requested in the RFQ.
(C) Quote Valid - 60 days.
(D) Quantity Variance – As requested in the RFQ.
(E) If not provided, delivery days will be as requested in the RFQ.
(F) Dealer/Manufacturer - Manufacturer.

(iii) Contractors responding through EDI must make sure that the response conforms to and/or includes the following:

(A) Decimal points are included in all unit prices, total prices and variances.
(B) The appropriate EDI Segment for "Quoting Organization Classification" (i.e. Company name, CAGE code and Business Size (Large/Small).)
(C) Contains the name, CAGE Code and Business Size of the manufacturer whose product you are offering in the appropriate EDI Message segment, as applicable.
(D) Delivery quoted in days, not a date.
(E) Delivery effective from date of award, not date of order receipt.
(F) Unit prices have precedence over total prices.
(G) Unit prices quoted in U.S. currency and are quoted not estimated.

Failure to comply with the requirements of c (iii) above may preclude quotation from consideration for award.

(iv) See Paragraph 5 for system requirements under DPACS Electronic Data Interchange, (EDI).

5. DPACS ELECTRONIC DATA INTERCHANGE (EDI)

a. RFQs and resulting Purchase Orders issued under this SPA may be communicated to the Contractor by EDI. Guidelines on EDI Transaction formats are available from the points of contact listed in (h) below. The Contractor is advised that the Defense Logistics Agency will be using an Electronic Commerce Collection Point located in Dayton, OH with connections to several Value Added Networks (VAN) for interchanging EDI formatted data with vendors.

b. The Contractor shall acquire and maintain the following minimum requirements for receiving and transmitting EDI transactions:

(i) a mailbox with an approved Department of Defense VAN connected to the Collection Point in Dayton, OH prior to participating in EDI transactions with the DSCP - General and Industrial Commodity Directorate.

(ii) translation and communication software which is commercially available and capable of receiving and transmitting EDI data in accordance with (a) above.

c. The Contractor shall be responsible for all errors or malfunctions regarding any EDI transmission,

(i) caused by the Contractor's personnel or the Contractor's equipment;

(ii) caused by the Contractor's agent or representative, or the agent's or representative's personnel or equipment;

(iii) caused by an error or malfunction in a VAN chosen by the Contractor or its agent or representative. When such events occur, the Contractor shall contact the Contracting Officer or appropriate center associates within twenty four (24) hours or the next business day, of first notice of the error or malfunction to arrange for retransmission.

d. In the event of an error or malfunction in EDI transmission caused by a Government representative or equipment, the Contracting Officer or appropriate center associate shall immediately notify the Contractor and arrange for retransmission of the data.

e. Both the Government and the Contractor agree that use of an "interchange address" in each EDI transmission shall be the equivalent of a written signature and shall have the same force and effect as if it were a written signature.

f. In the event of an interruption in EDI transmission capabilities, hard copy documents may be used for conducting business until such time as EDI transmission capabilities are restored.

g. The Contractor shall provide for adequate security of all EDI transmissions and protect any and all records and data from unauthorized or improper access and distribution.

h. Points of Contact at DSCP - General and Industrial Commodity Directorate for information regarding EDI are:

Mr. Richard Fitzgerald Jr.,
Telephone (215) 737-2130,
FAX (215) 697-5658,
Or E-Maill: Richard.Fitzgerald@dla.mil

Mr. Robert Starrs,
Telephone (215) 737-7240,
FAX (215) 697-5658,
or E-Mail: Robert.Starrs@dla.mil

Mrs. Linda Kehoe
Telephone: (215) 737-5682
FAX (215) 697-5658
or E-Mail: Linda.Kehoe@dla.mil

Copies of the EDI Transaction formats can be downloaded directly from the DSCP - General and Industrial Commodity Directorate World Wide Web Home Page located at http://saso.dscp.dla.mil/ipu/acquisition/pe/edi/guides.htm.

i. Where additional information is to be submitted by the Contractor in its quotation and a field is not already available, it will be included in the, "message area segment," which is an area for inclusion of general information.

j. Disputes. Any disagreement which arises in connection with the minimum requirements for EDI transmission or fault as to error or malfunction of EDI transmissions shall constitute a dispute under the "Disputes" clause of this SPA.

6. RESERVED

7. DLA PROCUREMENT GATEWAY

a. The DSCP - General and Industrial Commodity Directorate is utilizing an Internet based paperless contracting system known as the “DLA Procurement Gateway.” This system will provide unified information to Contractors through an integrated collection of automated systems while providing oversight for the management of procurement data from Defense Logistics Agency (DLA) Supply Centers. The Procurement Gateway allows prospective government Contractors to perform comprehensive and detailed searches against Request for Quotation (RFQ) and Award documents. Flexible search options permit the user to identify RFQs and Awards using a variety of search criteria including: solicitation number, nomenclatures, date ranges, Purchase Request number, National Stock Number (NSN), and Federal Supply Class (FSC).

b. All RFQs and Awards are stored in digital format and may be viewed online. RFQs and Awards are available in Portable Document Format (PDF) and accessing them requires using the Adobe Acrobat Reader plug-in.

c. The User Profile option, in the Procurement Gateway site, allows registered users to create and customize searches against account-specific profiles. Profile-based searches locate data that is important to you. If you are registered under the User Profile you will receive email notification of RFQs as well as Awards. The Collection Download option allows users to search and collect files on RFQs by the FSC search criteria. Users can collect multiple RFQs and have the Procurement Gateway zip those files up for you online, instantly. To conserve server resources, Collection Download requests are limited to 4 MB per request. Once the request has been processed successfully, users can download the zip file immediately, or access the URL within the next 24 hours. An index file identifying each RFQ will be included in the zip file, and as well as in the email to the user.

d. The Procurement Gateway has been tested extensively with Netscape (Navigator/Communicator 4.x, 4.5 and 4.6), and Internet Explorer (4.x and 5.0). It is highly recommended that you use one of these versions (4.0 or higher) to ensure minimal disruption and quality performance.

e. In addition, drawings can be obtained for the solicitations from the ABIWeb Server - which is a system that allows Engineering Data Lists (EDLs) and digitized drawings for open procurements to be electronically retrieved by vendors. Refer to Enclosure 4 for details about obtaining Engineering Drawings.

8. PROCUREMENT AUTOMATED CONTRACT EVALUATION (PACE)

The DSCP - General and Industrial Commodity Directorate is utilizing Federal Acquisition Streamlining Act (FASA) guidelines which encourage Government activities to use simplified procedures for purchases below $100,000. Awards will be made based on the criteria set forth under PACE. Refer to Enclosure 3 for outline of PACE policy.

9. TOTAL SMALL BUSINESS SET-ASIDE

a. Unless otherwise indicated in the RFQ or Purchase Order, acquisitions greater than $2500 through the Simplified Acquisition Threshold (SAT) are set-aside for small business and are subject to the restrictions and requirements of FAR 52.219-6, Notice of Total Small Business Set-Aside. Accordingly, when reference to this clause is included in an RFQ, all supplies furnished must be manufactured by a domestic small business concern. If the procurement does not exceed $25,000, or if Alternate 1 of FAR clause 52.219-6 is cited, supplies may be manufactured by any domestic business. Therefore, the business size of the manufacturer must be included in the quotation. Contractors who fail to include the size and domestic status of the manufacturer may be considered to be providing foreign material and evaluated accordingly.

b. A list of Small Business Size Standards and Industry Classification Codes for various Federal Supply Classes (FSCs) is located in FAR 19.102, which can be accessed through the web sites listed in paragraph 29 of this SPA. The size standards indicate the number of employees permissible to be considered as a small business manufacturer. For regular dealers, the size standard is 500 employees for all FSCs.

10. EXCLUSIONS

The following categories of purchases are excluded from this agreement, and no items listed below shall be ordered or delivered under this SPA:

a. acquisitions mandated for the 8(a) program; and
b. items with required sources of supply, such as Federal Prison Industries (FPI) and Javits Wagner O'Day (JWOD) Program.

11. PRICING

a. Prices charged by the Contractor for supplies ordered under this agreement must be full and complete prices and must include all applicable federal, state and local taxes, all costs for preservation, packaging and packing in accordance with Military specifications, costs for LOGMARS, bar code markings, and, when applicable, all shipping or transportation costs to destination. Prices must be net prices which reflect any and all volume and/or trade discounts.

b. The Contractor warrants that the prices to the Government under this SPA shall be as low as, or lower than, those charged the Contractor's most favored customer, in addition to any discount for prompt payment.

c. Quantity Price Break:

The Contractor will advise the Government of any and all quantity price breaks in its quotation. This information may be provided in the area indicated, "Next Qty/Next Price," or the free text area of the Contractor's quotation. For DPACS electronic solicitations, this information will be provided in the appropriate segment of the Contractor's quotation.

12. TRADE OFF EVALUATION FACTORS

Purchases under this agreement are subject to Trade Off techniques. This includes but is not limited to, the Delivery Evaluation Factor Program, The Automated Best Value System and Contracting Officer's individual determinations based on a comparative assessment of pertinent circumstances, including past performance, delivery and product quality. The Contracting Officer will apply Trade Off concepts in evaluation of quotations submitted in response to RFQs listed on the EBB and/or DPACS. The following programs will normally apply:

a. The Delivery Evaluation Factor Program (DEFP) applies to purchases of supplies for delivery to a Defense Depot or Storage Facility, and, in some cases DVD points. In either situation, a criterion is that the items are normally stocked.

(i) For DPACS RFQs, when delivery will be an evaluation factor for award of the Purchase Order, one or both of the following statements will be included in the RFQ:

(A) Delivery will be an evaluation factor in award. Earlier delivery is desired and will be given preference.

(B) Price and delivery will be considered as award factors. Preference may be given for earlier delivery.

(ii) Preference may be given to earlier delivery and the Contracting Officer may determine to make award without discussions. If preference applies, all quotations stating delivery in terms of "After Receipt of Order" (ARO) will have five (5) days added to the quoted delivery for evaluation purposes only.

(iii) The Delivery Evaluation Factor (DEF) reflects the Government's calculated Day/Cost ratio for the item(s) being purchased, currently .00077. The formula for evaluation is set forth below, and in clause 52.211-9I14. DEF will be applied to the quoter's proposed delivery schedule as it compares to the Government's required delivery schedule set forth in the RFQ.

(A) If the quoted delivery is the same as the Government's required delivery schedule, the DEF will be zero.

(B) If the quoted delivery is longer than the Government's required delivery schedule, the evaluated price will be higher than the offeror's proposed price (see below).

(C) If the quoted delivery is earlier than the government's required delivery schedule, the total evaluated price will be lower than the offeror's proposed price (see below).

(D) (TOTAL PROPOSED PRICE X DAY/COST RATIO) X (DELIVERY OFFERED – REQUIRED DELIVERY) + PROPOSED PRICE = DEF EVALUATED PRICE

(iv) The Government reserves the right to make an award based on delivery in case of urgency. In the absence of urgency or DEFP evaluation, all Contractors whose delivery falls within the required delivery schedule or the delivery by schedule of the RFQ will be evaluated equally with regard to the time of delivery.

(v) A Purchase Order which is issued at a price higher than that of the lowest quoter, will contain a "W" in the ninth position of the Procurement Instrument Identification Number (PIIN), e.g., SP0540-99-W-xxxx, and will contain a cautionary notice that shipment after the Contract Delivery Date (CDD) is not authorized. In the event that the Contractor has exceeded the CDD:

(A) the Contracting Officer may authorize shipment upon negotiation of an adjustment in the price for the Government's recovery of the daily price differential which was used in the evaluation and which resulted in the award to the Contractor, and, any administrative costs related to the failure of the Contractor to make timely delivery; or

(B) if, contrary to the prohibition against shipment after the CDD, the Contractor ships the supplies anyway, the Contracting Officer might return the supplies to the Contractor at the Contractor's expense, or might retain the supplies at an equitable reduction in price consistent with (A) above.

(vi) The Government reserves the right to telefax a copy of the Purchase Order to the awardee.

b. The Automated Best Value System (ABVS) is an automated system which collects and analyzes offerors' past performance history for a specific period and translates it into a numeric score. Under ABVS, Contracting Officers will not necessarily award contracts to offerors with the lowest evaluated price, but are encouraged to consider past performance and other factors and to exercise good judgment in awarding to firms whose offers represent the greatest value to the Government.

(i) ABVS will be used primarily for acquisitions processed through DPACs, but may also be applied to acquisitions posted on the IQS.

(ii) For more information, refer to clauses L059 and M038 located on the DSCP web page (see paragraph (1)(f) of this agreement.)

13. PLACE OF MANUFACTURE

a. The Contractor will indicate in its quotation the name and location or the Contractor and Government Entity (CAGE) code of the actual manufacturing facility for the supplies which it proposes to furnish under any Purchase Order resulting from its quotation. The Contractor represents that, if the supplies are to be furnished from stock, they were manufactured at the facility indicated in its quotation. Non-manufacturers are cautioned to cite manufacturing facilities only, and not the facility of another non-manufacturer if another non-manufacturer is the immediate source of the supplies. If more than one manufacturing facility is shown, the quantity applicable to each facility, and the extent of the manufacturing process that applies to each facility, must be clearly stated.

b. For DPACS electronic solicitations the CAGE code of the manufacturer must be inserted in the required segment of the solicitation.

c. If the supplies being purchased are subject to the restrictions of a Qualified Suppliers List (QSL) or Qualified Products List (QPL), the source of the supplies must be from authorized facilities cited in the QSL or QPL. (See Paragraph 16 or 17 as applicable.)

d. Performance at any facility other than that/those indicated in the quotation is prohibited unless approved in advance by the Contracting Officer, in writing or by electronic means.

14. QUALITY ASSURANCE

a. The Contractor shall establish and maintain a Quality Assurance program to assure that all supplies offered for acceptance conform to the Government's requirements.

(i) For items controlled by a Qualified Suppliers List for Manufacturers (QSLM) or Qualified Suppliers List for Distributors (QSLD), the Contractor must meet the specific criteria and provisions established for the pertinent QSLM and/or QSLD, in addition to any other quality assurance provision(s) contained in the Purchase Order. Information on QSLM and QSLD can be found on the DSCP - General and Industrial Commodity Directorate Product Services web page at URL: http://dscp157.dscp.dla.mil/qsl/qslmain.htm.

(ii) For all other items the Contractor shall comply with the quality assurance provisions contained in the Purchase Order, including any higher level inspection system.

b. The Purchase Order will contain FAR 52.246-11, Higher Level Contract Quality Requirement (Government Specification) Addendum I when higher level inspection system requirements are required.

(i) Whenever higher level inspection systems are required, the Contractor can choose to comply with ISO 9002, ANSI/ASQC Q92 or an equivalent standard. The standard to be followed must be identified in the quotation in the appropriate area/segment.

(ii) Where the Contractor is not also the manufacturer of the supplies to be furnished, and Government source inspection will take place at other than the manufacturer's facility, or where the Contractor is the manufacturer of supplies which were in fact produced prior to receipt of a Purchase Order, the in-process inspection requirements will not apply. However, when required by the Government Quality Assurance Representative (QAR) or Contracting Officer at the time of inspection, the Contractor shall furnish the manufacturer's certified reports of in-process inspection and testing conducted in accordance with the requirements of ISO 9002, ANSI/ASQC Q92 or an equivalent standard with respect to supplies furnished under the Purchase Order.

15. INSPECTION OF SUPPLIES

a. Origin Inspection:

(i) If the RFQ indicates that Government source inspection is required, FAR 52.246-2, Inspection of Supplies - Fixed Price, will be included in the resulting Purchase Order, as well as any and all other inspection requirements indicated in the RFQ.

(ii) The Contractor shall insert in its quotation the point of material inspection and, when appropriate, the point of packaging inspection.

(iii) Failure to state the point of inspection in accordance with the above may result in the quotation being disregarded.

b. Destination Inspection:

(i) If the Purchase Order indicates that the item(s) will be inspected at destination, FAR 52.246-1, Contractor Inspection Requirements, applies.

(ii) If the RFQ indicates that fast pay applies, Government source inspection of supplies is not required. FAR 52.213-1, Fast Payment Procedure, will be specifically incorporated in the Purchase Order.

(iii) Non-Fast Payment Purchase Orders:

Unless fast pay is indicated, DSCP - General and Industrial Commodity Directorate Clause 52.246-9I04, Destination Inspection and Acceptance, is applicable. Destination inspected, non-fast payment Purchase Orders will be on an FOB Destination basis. (See Paragraph 23, “FOB Point”.)

(iv) Evaluation Factor for Source Inspection:

If the offeror requests source inspection, or if the offeror has been notified that their shipments will require source inspection, a $250 evaluation factor will be added to the offeror’s quoted price for the purpose of determining the best value offer (see clause M010, DLAD 52.213-9001.)

16. QUALIFIED PRODUCTS LIST (QPL)

a. Items purchased under this SPA may be covered by a Qualified Products List (QPL). This will be identified in the RFQ and the resulting Purchase Order, and FAR 52.209-1, Qualification Requirements, shall apply.

b. If the item is covered by a QPL, the Contractor shall supply QPL source material and include the QPL test number and manufacturer’s CAGE in its quotation. For EBB solicitations, the Contractor should use the free text area of its quotation; for DPACS electronic solicitations, the Contractor will use the appropriate segment. Failure to do so may render the quotation unacceptable.

c. Suppliers interested in becoming QPL approved should refer to the QPL clause referenced in a. above for instructions. The DSCP - General and Industrial Commodity Directorate buyer will furnish the name and address of the qualifying activity upon request.

17. QUALIFIED SUPPLIERS LIST (QSLM/QSLD)

a. Where the DSCP - General and Industrial Commodity Directorate has determined that a Qualified Suppliers List for Manufacturers (QSLM) and/or a Qualified Suppliers List for Distributors (QSLD) applies to certain NSNs purchased by the DSCP - General and Industrial Commodity Directorate, the DSCP - General and Industrial Commodity Directorate will notify all Contractors of that specific listing requirement. A current listing of the DSCP - General and Industrial Commodity Directorate approved QSLM and/or QSLD concerns may be obtained via the Electronic Bulletin Board (EBB) or by writing:

Defense Supply Center Philadelphia
Attn: Freedom of Information Officer
700 Robbins Avenue
Philadelphia, PA 19111-5096

b. The provisions governing qualification, the applicable qualification criteria and a copy of the QSLM and/or QSLD application may be obtained by writing:

Defense Supply Center Philadelphia
Attn: DSCP–ITA, Bldg 3/B
700 Robbins Avenue
Philadelphia, PA 19111-5096

c. Only approved QSLM and/or QSLD concerns are eligible to receive awards covered by such qualification requirements. Quotations received from non-listed sources will be considered technically unacceptable where quoters are not qualified prior to award.

d. A “qualified manufacturer/distributor” is a concern which has met the requirements for qualification and whose name and business address have been entered in the DSCP – General and Industrial Commodity Directorate QSLM and/or QSLD. QSLM and/or QSLD status must be in place prior to an award.

(i) The status as a QSLM and/or QSLD concern at the time of award are in addition to, and do not abrogate any requirement for a Contractor to provide a QPL item when such requirement is specified.

(ii) In addition, when a QSLM/QSLD requirement is applicable, a concern with QSLD status must, in any event, furnish the product of a concern with QSLM status whether the item is governed by a QPL or not.

e. The Contracting Officer and/or DSCP-ITA may recommend the termination of the Contractor’s QSLM and/or QSLD status at any time for failure to meet or maintain the criteria for qualification.

f. Authorized Facilities.

(i) If a Contractor has several addresses or facilities, each facility from which shipments are to be made under this SPA must be approved as a QSLM and/or QSLD facility.

(ii) The qualified manufacturer/distributor must always ship supplies from such facilities unless written or electronic permission is obtained in advance from the Contracting Officer authorizing the shipment of supplies from another location. Requests to ship from another location must be made to the Contracting Officer in writing, with a copy provided to DSCP-ITA, and must be accompanied by a pre-established written quality agreement with the subcontractor which specifies how the following key elements of the QSLM and/or QSLD program will be maintained in fulfilling the Purchase Order:

(A) How the qualified manufacturer/distributor has determined the acceptability of the manufacturer or other facility;

(B) How traceability will be maintained throughout the process;

(C) How records and test reports will be maintained;

(D) How appropriate test reports and technical data will be provided to the customers or depots.

(E) Whether or not the subcontractor has an established Quality Assurance manual in accordance with the applicable QSLM and/or QSLD criteria.

DSCP-ITA must first determine the adequacy of such quality agreement prior to the Contracting Officer authorizing the shipment.

(iii) If drop-shipment must be used on an individual Purchase Order in order to complete the requirements of the order, written or electronic permission must be obtained from the Contracting Officer in the form of a modification to the Purchase Order authorizing the shipment of supplies from another location. Permission so granted shall apply to individual Orders only. The Contracting Officer shall consider such requests on a case-by-case basis.

(iv) If the Contracting Officer determines, in coordination with DSCP-ITA, that the Contractor has an adequate quality agreement with a mill, manufacturer or other facility, permission to ship from such mill, manufacturer or other facility may be granted on an extended basis provided there is some benefit to the Government. The Contracting Officer's permission shall be evidenced by a written or electronic authorization specifying the period during which the Contractor may ship supplies from the alternative location. This authorization may be revoked at any time by written or electronic notice from the Contracting Officer.

18. MANUFACTURER'S IDENTIFICATION LOGO LISTING REQUIREMENT FOR CERTAIN FASTENER PRODUCTS

a. Manufacturer, as used in this paragraph, means the actual source which substantially makes the supplies, either by hand or machinery, out of the raw materials.

b. Manufacturer's Identification Logo means a unique design normally applied to fasteners during the manufacturing process and used to distinguish such a product from similar products of other manufacturers.

c. Whenever the Procurement Item Description (PID) specifies that the part be marked with the Manufacturer's Identification Logo, such Logo shall be listed in in MIL-HDBK-57. This normally applies to fasteners and the Contractor shall furnish only the product of a manufacturer who is listed. Further, the Contractor will cite the name and address of the manufacturer in the message area segment of a DPACS electronic quotation. DSCP-ITA maintains an addendum database of approved logos to MIL-HDBK-57. With the implementation of the Fastener Quality Act, the U.S. Patent & Trademark Office is assuming this function. Information regarding registration of Logos with that office is available at http://www.nist.gov/fqa.

d. Failure of the Contractor to cite the name and address of a listed manufacturer will render the quotation technically unacceptable and will result in its rejection.

e. If the manufacturer's symbol has not been listed with DSCP-ITA, the quoter or its manufacturing sources(s) should contact DSCP-ITA at the address shown below to obtain requirements for listing and to submit the manufacturer's symbol:

Defense Supply Center Philadelphia
Attn: DSCP-ITA, Bldg 3/B
700 Robbins Avenue
Philadelphia, PA 19111-5096

f. If the manufacturing source has not been previously listed with DSCP-ITA, or the listing has taken place within the thirty (30) days prior to the issue date of the RFQ, the Contractor must submit a copy of the manufacturer's listing application which clearly identifies the manufacturer's name and address and shall include a copy of the symbol being listed.

g. Unless determined to be in the Government's best interest, the acquisition will not be delayed in order to provide a Contractor with an opportunity to meet the listing requirement.

19. PRODUCTS OFFERED

(a) This paragraph applies specifically to items which are described by a manufacturer's CAGE and part number (P/N) or non-competitive drawing where there is no reference to "Brand Name or Equal" or to a competitive drawing, specification or standard.

(b) The Contractor will identify in its quotation the CAGE and P/N offered. (For future electronic quotations, the Contractor will provide this as specified in paragraphs 12 and/or 13 of DLAD 52.213-9004, Offeror Representations, Certifications, and Fill-In Information--Electronic Commerce, (See Paragraph 2 of the SPA)).

Failure to categorize the product offered and to provide supporting documentation where applicable may render the quotation unacceptable.

(c) Specific definitions and information are contained in DLAD 52.217-9002, Conditions for Evaluation and Acceptance of Offers for Part Numbered Items. (For full text see clause L018 on the DSCP website.)

(d) The Contractor agrees that all quotations for items described by a manufacturer's CAGE and P/N will be submitted in accordance with the requirements of the clause entitled "Conditions for Evaluation and Acceptance of Offers for Part Numbered Items" (DLAD 52.217-9002). Subject to the provisions of this paragraph, the Government will waive the requirement for submission of technical data with the quotation and/or prior to issuance of an order if the quoter indicates that its quotation is based on furnishing an Exact Product. The technical data called for by the "Conditions for Evaluation" clause must be submitted with the quotation for P/N items which are Alternate Products.

(e) For each purchase order issued by the Government following waiver of the submission of the technical data called for by the "Conditions for Evaluation" clause based on the quoters' representation that its quotation is for the Exact Product, as specified in paragraph (a) above, the Contractor agrees that it will:

(i) Obtain the data required by the "Conditions for Evaluation" clause within sixty (60) days of the date of the purchase order, and make it available to the Contracting Officer upon request;

(ii) Retain such data for a period of not less than two (2) years from the date of the Contractor's final invoice under the purchase order; and

(iii) Provide such data to the Contracting Officer, or his representative, within fifteen (15) days of written notice to do so.

(f) Contractor's failure to provide the data within fifteen (15) days after the Government's written request, or on the seventy-sixth (76th) day after date of the order, whichever occurs later, shall be deemed a violation of this Agreement.

(g) Failure by the Contractor to provide information with its quotation as to whether its quote is predicated upon the Exact Product or Alternate Product, will cause the quotation to be deemed an Alternate Product without supporting technical data.

(h) Certificate of Law for Acquisition and Use of Technical Data.

For solicitations of CAGE and P/N items where the Supplier offers an Alternate Product supported by technical data, the following shall apply:

(i) The Government reserves the right to require the Contractor to certify, in a form prescribed by the Contracting Officer, that the data submitted and/or used in its preparation was obtained without violation of the intellectual property rights and/or trade secrets of any company, firm or person.

(ii) Failure of, or refusal by, the Contractor to provide such certification executed by a responsible officer/official, individually and in his/her official capacity, may preclude consideration of the technical data submitted and of the quote to which it pertains.

(i) Violation of this Products Offered policy may result in the violaters' being required to furnish documentation prior to award of an order in evidence of acquisition of the "exact product" from the Original Equipment Manufacturer (OEM) or cited acceptable/approved source. If the holder of this Agreement has a course of dealing (pattern of noncompliance) with the Government's waiver of the requirement for "exact product" documentation, notice of recession of the waiver will be furnished in writing, by telefax, or electronic means. Following such notice, failure by the offeror /quoter to furnish the documentation with its quotation (or prior to issuance of the contract/order in the case of electronic solicitation) will render the offer/quotation technically unacceptable.

20. PRODUCT CERTIFICATION

a. This paragraph applies only to items requiring certification and test reports with each shipment, as indicated in the applicable specification, drawing or standard.

b. The Contractor agrees to obtain, and furnish with each shipment to the consignee(s) designated in each Purchase Order which incorporates this SPA, certified test reports of the manufacturer(s) of the products with which the Contractor will satisfy the Purchase Order. The Contractor agrees that the substance and accuracy of the manufacturers' certifications are included within the scope of the "warranty" provisions of FAR 52.213-1, Fast Payment Procedure.

c. The Contractor shall furnish a copy of the Producer's Certification and Test Report (CERT) document for the supplies delivered against each Purchase Order issued under this SPA. If the supplies delivered under the Purchase Order are from more than one manufacturing lot, (Heat, Melt, or die-stamp lot), a separate CERT shall be furnished for each manufacturing lot represented by, manufactured, or produced under a product specification, commercial, industry or military standard, or drawings or other technical data.

(i) This Certificate shall contain the following:

(A) the Manufacturer's name and address, the Contractor's name and address, the Purchase Order number, the applicable specification, drawing, or standard (including revision/amendment and date), identification of the specific supplies manufactured or produced (including National Stock Number, nomenclature, type, grade, and class). If the Contractor is not the manufacturer, the Certificate shall include the name, address, and CAGE (if assigned) for each of the entities through which the supplies or materials passed, so that traceability to the manufacturer will be readily discernible therefrom.

(B) the identification of each parameter for which the Purchase Order, specification, drawing, or standard required inspection or testing;

(C) the identification of the specific requirement for each of the parameters in (B) above, for the particular material being produced and covered by the certificate;

(D) the actual results of inspections or tests conducted by the Contractor to demonstrate conformance with each of the specific requirements of (C) above;

(E) the marking requirement for the material and the source of this requirement (Purchase Order and specification or standard); and

(F) a statement, signed by an authorized Contractor representative responsible for quality assurance, that (1) the lot has been produced, sampled, tested, and inspected and marked in accordance with all Purchase Order and specification requirements; and (2) the material complies with all of the Purchase Order and specification requirements.

(ii) The Contractor shall attach a copy of the completed certification to the packing list sent with each shipment to each shipping point designated in the Purchase Order. If the Contractor offering the material to the Government is not the manufacturer of the material, the Contractor is responsible for obtaining a certified test report from the manufacturer, including it as part of this CERT, and for demonstrating that the specific material being offered under this certificate is covered by the certified test report.

(iii) In procurements where QSL applies, the Contractor shall be responsible for retaining the certificate for the period specified in the respective Qualified Supplier List (QSLM/QSLD) criteria, unless otherwise specified by the Purchase Order. When requested by the Contracting Officer, the Contractor shall make the certificate available for review by the Government at any time during the period the certificate is required to be retained. Additionally, the certificate must be made available for review by DSCP - General and Industrial Commodity Directorate, or its agent, during QSL audits where applicable.

## 21. MATERIAL SAFETY DATA SHEET AND HAZARD WARNING LABEL REQUIREMENT

a. The item(s) being solicited under this Agreement may contain hazardous material. Whenever a Contractor certifies that the item being purchased contains hazardous material, a Material Safety Data Sheet (MSDS) and sample Hazard Warning Label (HWL) must be furnished to the Contracting Officer by the otherwise successful offeror. It is not necessary that the MSDS and HWL be submitted with the quotation; however, they must be submitted prior to award and within a reasonable period after request by the Contracting Officer. If material is identified as being hazardous, FAR 52.223-3, Hazardous Material Identification And Material Safety Data, DFARS 252.223-7001, Hazard Warning Labels, and DLAD 52.223-9000, Material Safety Data Sheets And Hazard Warning Labels, apply to the Purchase Order.

b. The Contractor's certification that the supplies being purchased contain hazardous material(s) will be contained in its quotation. For DPACS electronic solicitations, this information will be provided in the appropriate segment of the Contractor's quotation.

22. SPECIAL REQUIREMENTS FOR FOREIGN MILITARY SALES (FMS) PURCHASES

a. Identification: Purchases on behalf of FMS country customers can be identified in one of two ways:

- By a statement at the beginning of the solicitation which reads:

THIS IS AN FMS REQUIREMENT

or

- By a statement at the end of the solicitation, under the Freight Shipping Address, which reads:

FMS REQ'T
CONTACT TRANS OFFICE AT ADMIN OFFICE PRIOR TO SHIPMENT

b. Marking.

Marking of FMS shipments must be in accordance with MIL-STD-129. Nomenclature and requisition number must appear on shipping labels placed on all outside containers.

c. Limitation on Sales Commissions and Fees

(i) In accordance with DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales, the requirements herein apply to all FMS Purchase Orders for the Governments of the countries listed below. The second and third positions of the "Mark For" code identify the requirement country.

| | | | |
|---|---|---|---|
| Australia | AT | Republic of Korea | KS |
| Taiwan | TW | Pakistan | PK |
| Egypt | EG | Philippines | PI |
| Greece | GR | Saudi Arabia | SR |
| Israel | IS | Turkey | TK |
| Japan | JA | Thailand | TH |
| Jordan | JO | Venezuela | VE |
| Kuwait | KU | (Air Force) | |

(ii) By submission of a quotation and commencement of performance on a subsequent Purchase Order, the Contractor certifies that the quoted price (including any subcontracts) does not include direct or indirect cost of sales commissions or fees for Contractor sales representatives for the solicitation or promotion or otherwise to secure the conclusion of the sale of any of the supplies called for by the Purchase Order.

(iii) If the Contractor's quoted price <u>does</u> include a sales commission or fee as described above, this information must be identified in the quotation. Quotations which include a sales commission or fee will not be considered for award, unless the payments have been identified and approved in writing by the foreign customer prior to award. Approval by the foreign customer shall be indicated in the quotation and appropriate documentation must be provided to the Contracting Officer with a written quotation or within five (5) days of the quotation if transmitted electronically.

23. FOB POINT

Unless otherwise indicated in the RFQ, quotations will be for delivery FOB Destination to any destination in the Continental Limits of the United States, excluding Alaska. In such instances, quotations on the basis of FOB Origin are discouraged, and an evaluation factor of $150 will be added to cover the cost of Government source inspection attendant to delivery FOB Origin, unless Government source inspection is otherwise required, or unless Fast Payment is authorized.

24. DELIVERY OF SUPPLIES

a. Product Requirements

Contractors are required to provide the exact product identified in the Purchase Order to the requirements cited therein. When preparing a quotation, Contractors are cautioned to clearly specify any differences between the quoted product and the Government's item description, e.g., revision level of a drawing. For DPACS electronic solicitations, this information will be provided in the message area segment of the quotation. If the RFQ clearly requires identification of the latest revision of a drawing, even where a revision is already cited in the RFQ, the Contractor must provide the information as requested.

b. Packaging and Marking Requirements

(i) Packaging and marking requirements, unless otherwise indicated, are located immediately below the general item description. Contractors must strictly comply with these requirements. Contractors taking exception to these requirements must clearly state any such exceptions in their quotation. Packaging and marking will be included in the schedule of the Purchase Order.

(ii) Bar Coding for Contractor or Vendor-Originated Shipments.

For Purchase Orders where a line item(s) call for shipment of material directly from the contractor or vendor to a DSCP - General and Industrial Commodity Directorate customer, i.e., Direct Vendor Delivery (DVD), the bar code requirement outlined in Enclosure 1 shall be used.

(iii) Quantity Unit Pack

When the quantity of supplies to be shipped under an individual contract line item number does not exactly match the required unit pack, the Contractor will package in accordance with the unit pack requirement to the fullest extent possible.

c. Consignment Instructions:

Consignment information may be obtained from the DSCP - General and Industrial Commodity Directorate website.

d. Time of Delivery

(i) RFQ: Contractor must enter its proposed delivery schedule in its quotation. Delivery should be expressed as a number of days "After Date of Order" (ADO). For "T" or "U" solicitations, e.g., SP0540-99-T-*xxxx or SP0540-03-U-xxxx*, delivery is desired within one hundred twenty (120) days or by the Required Delivery Date (RDD), whichever is earlier. If the Contractor does not

propose a specific delivery schedule, the earlier of one hundred twenty (120) days or the RDD shall apply. For "Q" solicitation, e.g., SP0540-99-Q-*xxxx*, if the Contractor does not propose a specific delivery schedule, the delivery requested in the RFQ will apply.

(ii) Unless the RFQ indicates otherwise, time will be of the essence for delivery of any supplies to a Defense Depot or Storage Facility, and, in some cases DVD points, and the time of delivery may be an evaluation factor for award of the Purchase Order. See Paragraph 12 for the specific terms of the DEF program.

(iii) Purchase Order: The Contract Delivery Date (CDD) will be expressed in the Purchase Order as the number of days to deliver supplies to FOB point by, e.g., 23 days ADO. Allowances for delivery schedules offered After Receipt of Order (ARO) will be in accordance with FAR 11.403.

e. Late Delivery

Late delivery is not permitted with respect to any Purchase Order issued under the DEFP or otherwise.

25. WARRANTY AND RETURNS

The Contractor agrees that the supplies furnished under this SPA shall be covered by the most favorable warranty and credit return policy that the Contractor gives to any customer for such supplies and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government in this SPA or any resultant Purchase Order.

26. SUBMISSION OF INVOICE AND PAYMENT

a. Fast Payment Procedure: - An invoice shall be prepared and submitted as indicated in FAR 52.213-1, Fast Payment Procedure.

b. Non-Fast Payment Procedure: - An invoice shall be prepared and submitted as indicated in FAR 52.232-25, Prompt Payment.

c. Electronic Funds Transfer (EFT):

EFT is the preferred method of payment. Contractor must furnish the information required by FAR 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, to the payment office cited in the Purchase Order. All arrangements for such transfer are the responsibility of the Contractor. If the Contractor cannot receive payments by EFT, a written request must be submitted to the payment office.

d. Electronic Invoicing:

Contractors are encouraged to submit invoices for payment through Electronic Data Interchange (EDI). Electronic invoicing will become mandatory by October 2000. Contractors should utilize the DFAS Web Invoicing System at https://ecweb.dfas.mil. Contact DFAS within 120 days after the effective date of this SPA to set up web access. Point of contact at DFAS-EI is: Bob Walter, (614) 693-8982, email robert.walter@dfas.mil. Also see DSCP – G&I provisions I147, Submission Of

Invoice By Electronic Data Interchange (EDI) DISC 52.232-9I10 and L054 Electronic Data Interchange, DISC 52.216-9I26.

27. VARIATION IN QUANTITY

a. The variation in quantity will be called out in the individual purchase order. Normally the quantity variation will not exceed + or - 5% when production type items are involved. If a higher percentage is required, the Supplier must submit rationale with its quotation. This information should be supplied in the free text area of an EBB quotation or message area segment of a DPACS electronic quotation.

b. For DVD shipments and quantities less than twenty (20), no quantity variation will be allowed.

28. DPAS CERTIFICATION

A DO rating of C-9, certified under 15 CFR 700, applies to each Purchase Order referencing this SPA, unless otherwise specified in the order.

29. PROVISIONS/CLAUSES INCORPORATED BY REFERENCE TO FAR/DFARS

a. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these URLs:

| FAR | DFARS |
|---|---|
| http://www.arnet.gov/far | http://www.acq.osd.mil/dp/dars/dfars.html |
| http://farsite.hill.af.mil/Vffar.htm | http://www.acq.osd.mil/dp/dars/dfarltrs.html* |
| | http://www.farsite.hill.af.mil/Vfdfar1.htm |

DSCP

http://www.dscp.dla.mil/contract/dgpa/Part52_Interface.doc

*Site for DFARS clauses that have not yet been incorporated into the DFARS via Change Notices.

******(End of Clause)*******

b. This agreement incorporates the following FAR/DFARS provisions by reference. If there is any specific applicability/restriction, it will appear in parentheses after the clause title, otherwise it will apply to all solicitations issued which incorporate the SPA:

| DPACS CODE | FAR PROVISION | TITLE & DATE |
|---|---|---|
| F018 | 52.216-19 | DELIVERY ORDER LIMITATION (OCT 1995)<br>*(Applies to manual IDPOs.)* |
| I081 | 52.245-2 | GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) (DEC 1989) FARS DEV 95-38 (OCT 1995)<br>*(Applies to acquisitions involving government property over $50,000 in value.)* |
| I180 | 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996) ALTERNATE I (OCT 1995)<br>*(Applies to acquisitions over $2,500 where solicitation calls out a set-aside for small business, and the SBA has determined that a waiver of the non-manufacturer rule applies. See www.sba.gov for a complete listing of waivers.)* |
| K010 | 52.219-1 | SMALL BUSINESS PROGRAM REPRESENTATION (APR 2002)<br>*(Applies over $2,500.)* |
| L063 | 52.204-6 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBERING (JUN 1999)<br>*(Applies when anticipated award value is expected to exceed $25,000.)* |

| DPACS CODE | DFARS PROVISION | TITLE & DATE |
|---|---|---|
| D002 | 252.211-7004 | ALTERNATE PRESERVATION, PACKAGING AND PACKING (DEC 1991)<br>*(Applies when solicitation permits offer based on commercial packaging.)* |
| I142 | 252.225-7036 | NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT (APR 2003)<br>*(Applies to solicitations over $50,000 for FSCs 29, 32, 40, 41, 45, 53, 55, 61, 63, 66, 67, 73, & 96. Not used for commercial Part 12* acquisitions.*)* |
| I172 | 252.225-7036 | NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT (APR 2003) (ALTERNATE I) (SEP 1999)<br>*(Applies to solicitations between $25,000 and $50,000 for FSCs 29, 32, 40, 41, 45, 53, 55, 61, 63, 66, 67, 73, & 96. Not used for commercial Part 12* acquisitions.*)* |

c. 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

See URLs listed in FAR 52.252-1, Solicitation Provisions Incorporated By Reference (FEB 1998) listed paragraph (a) above.

********(End of Clause)********

d. This agreement incorporates the following FAR/DFARS clauses by reference. If there is any specific applicability, it will be shown in parentheses after the clause title, otherwise it will apply to all solicitations/purchase orders issued which incorporates the SPA:

| DPACS CODE | FAR CLAUSE | TITLE & DATE |
|---|---|---|
| E006 | 52.246-11 | HIGHER LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)<br>*(Applies when the item description cites a higher level contract quality requirement.)* |
| E008 | 52.246-15 | CERTIFICATE OF CONFORMANCE (APR 1984)<br>*(Not applicable to commercial Part 12 solicitations and purchase orders.)* |
| E010 | 52.246-2 | INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996)<br>*(Applies when source inspection is required.)* |
| F001 | 52.211-16 | VARIATION IN QUANTITY (APR 1984)<br>*(Refer to Paragraph 27.)* |
| F004 | 52.247-55 | FOB POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)<br>*(Applies when the government will furnish material or property.)* |
| F009 | 52.247-52 | CLEARANCE AND DOCUMENTATION REQUIREMENT - SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSHIPMENT POINTS (APR 1984)<br>*(Applies when shipment consigned to a U.S. military air or water transshipment point.)* |
| F015 | 52.247-48 | FOB DESTINATION - EVIDENCE OF SHIPMENT (FEB 1999)<br>*(FOB Destination solicitations and purchase orders which require source inspection.)* |
| I032 | 52.232-1 | PAYMENTS (APR 1984)<br>*(Not applicable to commercial Part 12 solicitations and purchase orders.)* |
| I033 | 52.233-3 | PROTEST AFTER AWARD (AUG 1996)<br>*(Not applicable to commercial Part 12 solicitations and purchase orders.)* |
| I046 | 52.213-1 | FAST PAYMENT PROCEDURES (FEB 1998)<br>*(Applies to Fast Pay solicitations and purchase orders.)* |
| I047 | 52.250-1 | IDEMNIFICATION UNDER PL 85-804 (APR 1984)<br>*(Purchase orders with General Dynamics when the item is for exclusive use of the Navy in support of nuclear powered vessels or Polaris, Poseidon, or Trident missiles or components.)* |
| I082 | 52.245-4 | GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)<br>*(Solicitations and purchase orders involving government property valued at $50,000 or less.)* |
| I083 | 52.227-9 | REFUND OF ROYALTIES (APR 1984)<br>*(Solicitations and purchase orders over $25,000 when royalties may be paid by contractor.)* |
| I084 | 52.225-8 | DUTY-FREE ENTRY (MODIFIED FOR CONTRACTS LESS THAN $100,000) (FEB 2000)<br>*(Purchase orders over $25,000 with duty-free entry of non-qualifying country material.)* |
| I152 | 52.216-22 | INDEFINITE QUANTITY (OCT 1995)<br>*(Applies to manual IDPOs.)* |
| I154 | 52.209-6 | PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)<br>*(Solicitations and purchase orders over $25,000.)* |

| | | |
|---|---|---|
| I169 | 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)<br>*(Solicitations and purchase orders for non-commercial items.)* |
| I173 | 52.223-7 | NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)<br>*(Solicitations and purchase orders of items which contain radioactive materials. Notice required 30 days prior to shipment.))* |
| I175 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (MAY 1999) |
| I184 | 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER VETERANS (DEC 2001)<br>*(Solicitations and purchase orders over $10,000.)* |
| I201 | 52.219-3 | NOTICE OF TOTAL HUBZONE SET-ASIDE (JAN 1999)<br>*(Solicitations and purchase orders over $2,500 set aside for HUBZone small businesses.)* |
| I203 | 52.232-36 | PAYMENT BY THIRD PARTY (MAY 1999)<br>*(Purchase orders when payment will be made to a government account by a third party such as a governmentwide commercial purchase card.)* |
| K037 | 52.222-22 | PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)<br>*(Solicitations and purchase orders over $10,000.)* |
| K056 | 52.223-3 | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)<br>*(Solicitations and purchase orders for FSCs 5330, 6675, 6740, 6750, 6780, 7360, 9620, 9630, 5340 involving strapping/sealing kits, 9110 and 9160 involving packaged petroleum products, 9930 and any other FSC which may contain hazardous material.)* |
| K062 | 52.209-1 | QUALIFICATION REQUIREMENTS (FEB 1995)<br>*(Solicitations and purchase orders for items with qualified products as components.)* |
| L053 | 52.215-8 | ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)<br>*(Not applicable to commercial Part 12 solicitations and purchase orders.)* |

| DPACS CODE | DFARS CLAUSE | TITLE & DATE |
|---|---|---|
| I052 | 252.225-7001 | BUY AMERICAN ACT AND BALANCE OF PAYMENTS (APR 2003)<br>(*Applies to all acquisitions between $2,500 and $25,000 and to acquisitions above $25,000 except when it is restricted to domestic end products (as stated in FAR 6.3), an exception to the Buy American Act applies or an exception to the Balance of Payment Programs applies.*)<br>. |
| I060 | 252.225-7013 | DUTY-FREE ENTRY (APR 2003) DEV (JUN 2003)<br>*(Purchase orders when contractor requests duty-free for qualifying country material and is otherwise eligible.)* |
| I068 | 252.225-7028 | EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)<br>*(Purchase orders for Foreign Military Sale.)* |
| I124 | 252.247-7024 | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)<br>*(Purchase orders over $25,000 and offeror represents that the offer does not anticipate supplies transported by sea.)* |
| K025 | 252.225-7027 | RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)<br>*(Solicitations and purchase orders on behalf of the governments of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela unless agent's fee or commission has been identified and government approves in writing.)* |

| | | |
|---|---|---|
| K078 | 252.223-7001 | HAZARD WARNING LABELS (DEC 1991)<br>*(Solicitations and purchase orders when provision K056 is used.)* |
| L068 | 252.204-7004 | REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001) |
| L069 | 252.211-7005 | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (OCT 2001)<br>*(Solicitations and purchase orders exceeding $2,500.)* |

30. ADDITIONAL PROVISIONS/CLAUSES (DLAD/DSCP - GENERAL AND INDUSTRIAL COMMODITY DIRECTORATE)

a. This agreement incorporates DLAD/DSCP - General and Industrial Commodity Directorate provisions/clauses by reference to the DGPA Part 52 with the same force and effect as if they were given in full text. The number listed under the DLAD and DSCP - General and Industrial Commodity Directorate columns designates the local number assigned and can be used to find the clause/provision on the DSCP web page at http://www.dscp.dla.mil/contract/dgpa/dgpahome.htm.

b. The following DLAD/DSCP - General and Industrial Commodity Directorate provisions are incorporated by reference. If there is any specific applicability/restriction, it will be shown in parentheses after the clause title, otherwise it will apply to all solicitations issued which incorporate the SPA:

| DPACS CODE | DLAD PROVISION | TITLE & DATE |
|---|---|---|
| F005 | 52.225-9002 | FMS Shipping Instructions (JUN 1998)<br>*(Applies to Foreign Military Sales solicitations.)* |
| I171 | 52.233-9000 | AGENCY PROTESTS (SEP 1999)<br>*(Clause contained elsewhere for commercial Part 12 solicitations.)* |
| K031s | 52.211-9000 | GOVERNMENT SURPLUS MATERIAL (APR 2002) |
| L024 | 52.214-9002 | TRADE DISCOUNTS (JUN 1983)<br>*(Not applicable to commercial Part 12 solicitations.)* |
| M010 | 52.213-9001 | EVALUATION FACTOR FOR SOURCE INSPECTION (MAY 1999)<br>*(Solicitations, except commercial, where material doesn't require source inspection.)* |
| M041 | 52.211-9003 | CONDITIONS FOR EVALUATION OF GOVERNMENT SURPLUS MATERIAL (APR 2002) |

| DPACS CODE | DSCP – G&I PROVISION | TITLE & DATE |
|---|---|---|
| A001 | 52.214-9I01 | SOLICITATION/CONTRACT FORM (DEC 2002)<br>*(Not applicable to commercial Part 12 solicitations.)* |
| D001 | 52.246-9I05 | FMS INFORMATION REQUIRED FOR MATERIAL INSPECTION AND RECEIVING REPORT (SEP 1990)<br>*(Applies to Foreign Military Sales solicitations.)* |
| F049 | 52.247-9I23 | ALASKAN, HAWAIIAN OR PUERTO RICAN REQUIREMENTS (FEB 1996)<br>*(Wood products with delivery to Alaska, Hawaii, or Puerto Rico.)* |

| | | |
|---|---|---|
| I147 | 52.232-9I10 | SUBMISSION OF INVOICE BY ELECTRONIC METHODS (SEP 1999) |
| I160 | 52.247-9I29 | SHIPMENTS TO GOVERNMENT PACKING FACILITIES FOAM IN PLACE (OCT 2000)<br>*(Vitreous china when "Foam in Place" or equivalent packaging is cited in the item description or Prep for Delivery.)* |
| I163 | 52.211-9I03 | DATA NAME PLATES (JUN 1996)<br>*(Food Service items in FSCs 4110, 7310, and 7320 when commercial manuals are required.)* |
| K088 | 52.209-9I18 | QUALIFIED SUPPLIERS LIST FOR MANUFACTURERS/QUALIFIED SUPPLIERS LIST FOR DISTRIBUTORS REQUIREMENT (FEB 2002)<br>*(Applies to items requiring QSLM or QSLD.)* |
| L022 | 52.211-9I22 | AVAILABILITY OF DRAWINGS, SPECIFICATIONS, AND STANDARDS (JUL 2000)<br>*(Not applicable to commercial Part 12 solicitations.)* |
| L054 | 52.216-9126 | ELECTRONIC DATA INTERCHANGE (EDI) (JUL 1998) |
| L059 | 52.215-9I12 | NOTICE: AUTOMATED BEST VALUE MODEL (ABVM) PROGRAM (DEC 1999)<br>*(Applies over $2,500.)* |
| M038 | 52.215-9I15 | EVALUATION OF PAST PERFORMANCE UNDER THE AUTOMATED BEST VALUE MODEL (ABVM) PROGRAM - SIMPLIFIED ACQUISITIONS (FEB 1996)<br>*(Applies over $2,500.)* |

c. The following DLAD/DSCP - General and Industrial Commodity Directorate clauses are incorporated by reference. If there is any specific applicability/restriction, it will be shown in parentheses after the clause title otherwise it will apply to all solicitations/purchase orders issued which incorporate the SPA:

| DPACS CODE | DLAD CLAUSE | TITLE & DATE |
|---|---|---|
| C001 | 52.239-9000 | Y2K COMPLIANCE NOTICE (FEB 2002)<br>(*For items, including items acquired under Part 12, containing embedded microchips with clock mechanism, timing device, or control device required to perform date/time processing involving dates subsequent to December 31, 1999.*) |
| D004 | 52.211-9008 | BAR CODING REQUIREMENTS FOR DIRECT VENDOR DELIVERY (DVD) SHIPMENTS (DEC 2001)<br>(For *material being shipped directly to customer and shipments through a port or Container Consolidation Point to a customer ( i.e. Direct Vendor Delivery ). This does not apply to a stock buy.)* |
| E003 | 52.246-9000 | CERTIFICATION OF QUALITY COMPLIANCE (DEC 1994)<br>*(Applies when a COQC required, where the COQC provision is not already included in an applicable Quality Assurance Provision.)* |
| E016 | 52.246-9003 | MEASURING AND TEST EQUIPMENT REQUIREMENTS (JUN 1998)<br>*(Applies when a higher-level contract quality requirement or Product Verification Testing called out.)* |
| E019 | 52.246-9001 | MANUFACTURING PROCESS CONTROLS AND IN-PROCESS INSPECTIONS (AUG 1997)<br>*(Applies when higher level contract quality requirements are called out.)* |

| | | |
|---|---|---|
| G005 | 52.247-9000 | GUARANTEED MAXIMUM SHIPPING WEIGHTS AND DIMENSIONS (DEC 1985)<br>*(Applies over $25,000 based on FOB Origin or FOB Port of Loading when shipping weights may vary among suppliers and will be a factor in computing transportation costs for evaluation.)* |
| I005 | 52.211-9002 | PRIORITY RATING (MAR 2000) |
| I036 | 52.249-9000 | ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (MAY 1988)<br>*(For use in manual IDPOs.)* |
| I150 | 52.213-9002 | INDEFINITE DELIVERY PURCHASE ORDER AGREEMENT (MAR 1999)<br>*(For use in unilateral, manual IDPOs.)* |
| I151 | 52.213-9003 | INDEFINITE DELIVERY PURCHASE ORDER CONTRACT (MAR 1999)<br>*(For use in bilateral, manual IDPOs.)* |
| K069 | 52.223-9000 | MATERIAL SAFETY DATA SHEET AND HAZADOUS WARNING LABELS (MAR 1992)<br>*(Applies for FSCs 5330, 6675, 6740, 6750, 6780, 7360, 9620, 9630, 5340 involving strapping/sealing kits, 9110 and 9160 involving packaged petroleum products, 9930 and any other FSC which may contain hazardous material.)* |

| DPACS CODE | DSCP – G&I CLAUSE | TITLE & DATE |
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| E001 | 52.246-9I06 | DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORT (DEC 2002)<br>*(Solicitations and purchase orders which require source inspection, or are for Foreign Military Sale.)* |
| E002 | 52.246-9I01 | SPECIAL QUALITY CONTROL REQUIREMENT FOR PERFORMED PACKING WHICH HAS MK48 TORPEDO APPLICATION (JUL 1990)<br>*(Solicitations and purchase orders for packing NSNs which cite specifications MIL-P-82744, Otto Fuel Compatible, or MIL-P-82745, Hydraulic Oil Compatible.)* |
| E011 | 52.246-9I04 | DESTINATION INSPECTION AND ACCEPTANCE (JAN 1989)<br>*(Non-Fast Pay purchase orders when inspection and acceptance is at destination.)* |
| E014 | 52.246-9I14 | ADDITIONAL REQUIREMENTS - MATERIAL INSPECTION AND RECEIVING REPORT (FEB 1996)<br>*(Wood products which require export shipment.)* |
| E015 | 52.246-9I13 | INSPECTION STANDARDS, WOOD PRODUCTS (FEB 1996)<br>*(Applies to wood products.)* |
| E017 | 52.246-9I19 | PRODUCT VERIFICATION TESTING (JUN 1998)<br>*(Applies when the item description indicates that PVT is required.)* |
| E018 | 52.246-9I20 | PRODUCT VERIFICATION TESTING PETROLEUM PRODUCTS (NOV 1996)<br>*(Non-part numbered packaged petroleum products for FSC 9110 and 9116 when source inspection is required.)* |
| F002 | 52.247-9I03 | CONSIGNMENT & ADDRESSING INSTRUCTIONS (JUL 1998)<br>*(All purchase orders.)* |
| F012 | 52.211-9I07 | ACCELERATED DELIVERY (SEP 1990)<br>*(All purchase orders.)* |
| F017 | 52.247-9I18 | ORIGIN PRICE (SEP 1990)<br>*(Fast Pay purchase orders with FOB Origin prices, except FMS or shipments over 1,000 lbs.)* |

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| F022 | 52.247-9I27 | PLACE OF DELIVERY - PORT OF LOADING (JUL 1997)<br>*(Purchase orders shipped other than Parcel Post provided all of the following apply: 1) tentative destination; 2) less than 10,000 lbs, and 3) material is moved on commercial bill of lading.)* |
| F025 | 52.247-9I02 | AIR PARCEL POST SHIPPING REQUIREMENTS (SEP 1990)<br>*(Direct Delivery acquisitions to APO/FPO addresses when air parcel post shipment is required.)* |
| F041_0 | 52.211-9I13 | TIME OF DELIVERY – DELIVERY EVALUATION FACTOR (AUG 2002)<br>*(Acquisitions where the Delivery Evaluation Factor Program (DEFP) applies.* |
| F046_A | 52.247-9I19 | EXPORT DELIVERY TERMS, WOOD PRODUCTS (FEB 1996)<br>(FAS VESSEL)<br>*(Wood products which require export shipment, delivery FOB FAS Vessel, Port of Shipment.)* |
| F046_B | 52.247-9I19 | EXPORT DELIVERY TERMS, WOOD PRODUCTS (FEB 1996)<br>(FOB DOCK)<br>*(Wood products which require export shipment, delivery FOB Dock.)* |
| F046_C | 52.247-9I19 | EXPORT DELIVERY TERMS, WOOD PRODUCTS (FEB 1996)<br>(FOB PORT)<br>*(Wood products which require export shipment, delivery FOB Port.)* |
| F047 | 52.247-9I21 | FAS VESSEL, WOOD PRODUCTS (FEB 1996)<br>*(Wood products which require export shipment and where delivery is required FAS Vessel to a West Coast Commercial Pier.)* |
| F048 | 52.247-9I22 | TRANSPORTATION OF WOOD PRODUCTS (FEB 1996)<br>*(Applies to wood products.)* |
| F050 | 52.211-9I06 | SHORT LENGTHS OF FILM (JUL 1996)<br>*(Photographic film that involves purchase of random lengths.)* |
| G002 | 52.245-9I05 | APPROPRIATION DATA FOR TRANSPORTATION OF TOOLING (JUL 1997)<br>*(Purchase orders, except commercial item acquisitions, when government furnished tooling will be transported at government expense and the acquisition is chargeable to the Defense Stock Fund.)* |
| G003 | 52.245-9I04 | APPROPRIATION DATA FOR TRANSPORTATION OF GOVERNMENT FURNISHED MATERIAL (JUL 1997)<br>*(Purchase orders over $25,000 when government furnished material will be supplied to the contractor, transported at government expense, and the acquisition is chargeable to the Defense Stock Fund.)* |
| G006 | 52.242-9I02 | DELEGATION OF ADDITIONAL CONTRACT ADMINISTRATION FUNCTIONS (MAR 2002)<br>*(Purchase orders assigned to a field contract administration office for administration.)* |
| H014 | 52.211-9I12 | CLAIM FOR EVALUATION DIFFERENTIAL (AUG 2002)<br>*(Purchase orders based on the payment of a differential under the Delivery Evaluation Factor Program, i.e., "W" awards.)* |
| I001 | 52.214-9I12 | GENERAL PROVISIONS/CLAUSES (MAY 2003)<br>*(Not applicable to commercial Part 12 solicitations and purchase orders.)* |
| I024 | 52.245-9I01 | USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY ON A NO-CHARGE BASIS (JUL 1972)<br>*(Purchase orders when the contractor is authorized use of Government-owned production and research property already in its possession, or on a no charge basis, and approval for use has been granted by the cognizant ACO under a facilities contract.)* |

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| I035 | 52.227-9I01 | RIGHTS GUARD (MAY 1986)<br>*(Solicitations and purchase orders pertaining to the Boeing Rights Guard program.)* |
| I049 | 52.250-9I01 | ADDENDUM TO FAR 52.250-1 INDEMNIFICATION UNDER PL 85-804 (APR 1984)<br>*(Purchase orders with General Dynamics when the item is for exclusive use of the Navy in support of nuclear powered vessels or Polaris, Poseidon, or Trident missiles or components.)* |
| I050 | 52.250-9I02 | DETERMINATION OF INDEMNIFICATION UNDER PL 85-804 (APR 1984)<br>*(Solicitations and purchase orders when clause I049 above applies.)* |
| I090 | 52.217-9I13 | PART NUMBER(S) CONTRACTED FOR (OCT 1976)<br>*(Purchase orders over $25,000, except commercial Part 12 awards, when any of the following clauses apply: L018, Conditions for Evaluation and Acceptance of Part-Numbered Items, L021, Brand Name or Equal (Negotiation), or I070, Brand Name or Equal.)* |
| I105 | 52.245-9I02 | GOVERNMENT-FURNISHED MYLAR DRAWINGS (JAN 1992)<br>*(Solicitations and purchase orders where Mylar drawings are to be furnished to the contractor.)* |
| I155 | 52.209-9I17 | QUALIFIED MANUFACTURER LIST/QUALIFIED SUPPLIER LIST RETENTION REQUIREMENT (JUL 1999)<br>*(Purchase orders where the contractor was required to be listed on a QSLM/QSLD.)* |
| I156 | 52.227-9I03 | DISPOSITION OF DRAWINGS AND SPECIFICATIONS (JUL 1996)<br>*(Solicitations and purchase orders pertaining to the Colt's License Agreement Program for M16 rifle parts, unless the order is issued to Colt.)* |
| I157 | 52.227-9I04 | DEMILITARIZATION - SMALL ARMS WEAPONS AND PARTS, AND ACCESSORIES (CATEGORY I - MUNITIONS LIST ITEMS) (JUL 1996)<br>*(Solicitations and purchase orders pertaining to the Colt's License Agreement Program for M16 rifle parts.)* |
| I159 | 52.223-9I01 | ANTI-STAIN TREATMENT (UNTREATED WOOD PRODUCTS) (FEB 1996)<br>*(Solicitations and purchase orders of wood products and timbers.)* |
| I160 | 52.247-9I29 | SHIPMENTS TO GOVERNMENT PACKING FACILITIES (OCT 2000)<br>*(Vitreous china, FSC 4510, when "Foam in Place" or equivalent packaging is cited in the item description or Prep for Delivery.)* |
| I161 | 52.227-9I06 | COMMERCIAL MANUALS (MAR 2000)<br>*(Solicitations and purchase orders for FSC 4110 and FSG 73 items when commercial manuals are required.)* |
| I162 | 52.227-9I07 | COMMERCIAL MANUALS FOR NAVAL SHIPBOARD USE ITEMS (MAR 2000)<br>*(Solicitations and purchase orders for FSC 4110 and FSG 73 items when commercial manuals are required.)* |
| I164 | 52.246-9I16 | CORRECTION OF DAMAGED OR NONCONFORMING HAZARDOUS MATERIAL (JUL 1996)<br>*(Solicitations and purchase orders for FSC 6750 and 9110 items which are shipped to depots, and which have a Department of Transportation classification of flammable liquid, corrosive material, organic peroxide, oxidizer, or poison B specified in the item description.)* |
| I166 | 52.211-9I04 | EDGE NUMBERING OF AERIAL FILM (JUL 1996)<br>*(Solicitations and purchase orders of aerial film.)* |
| I183 | 52.227-9I09 | RESTRICTIONS ON USE OF OTO MELARA-LICENSED TECHNICAL DATA (JUN 1986)<br>*(Solicitations and purchase orders pertaining to the OTO Melara Licensing Agreement program.)* |

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| K065 | 52.246-9I10 | MANUFACTURER'S IDENTIFICATION SYMBOL LISTING REQUIREMENT (FEB 2002)<br>*(Solicitations and purchase orders for FSC 5305, 5306, 5307 and 5310 items when the item description cites the manufacturer's logo statement. Insert logo information in the Remarks area of quote.)* |
| K084 | 52.227-9I05 | M16 LICENSE AGREEMENT REQUIREMENT (JUL 1996)<br>*(Solicitations and purchase orders pertaining to the Colt's License Agreement Program for the M16 rifle, unless the order is issued to Colt.)* |
| K090 | 52.211-9I23 | COMPLIANCE WITH NATIONAL SANITATION FOUNDATION (NSF) REQUIREMENTS (DEC 1996)<br>*(Solicitations and purchase orders of FSG 41 and 73 items.)* |
| L039 | 52.245-9I13 | GOVERNMENT FURNISHED SILVER (APR 1984)<br>*(Solicitations and purchase orders where government silver will be furnished to the contractor.)* |
| L055 | 52.213-9I09 | TERMINATION OF INDEFINITE DELIVERY PURCHASE ORDER (IDPO) CONTRACT (SEP 1995)<br>*(Manual IDPOs where the term of the contract exceeds one year.)* |
| M034 | 52.211-9I14 | EVALUATION – DELIVERY EVALUATION FACTOR (AUG 2002) DSCP<br>*(Acquisitions where the DEF program applies.)* |
| M039 | 52.227-9I08 | EVALUATION OF MANUALS (JUN 1996)<br>*(Solicitations and purchase orders for FSC 4110 and FSG 73 items when commercial manuals are required.)* |

31. RESERVED

32. RESERVED

33. TREATMENT OF NON-MANUFACTURED WOOD PALLETS AND CONTAINERS (JAN 2003) DSCP

All wooden pallets and wood containers **(being utilized in the packaging and shipment of items being furnished to the government)** produced entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standard Committee, Incorporated (ALSC) in accordance with the latest revision of the ALSC Non-manufactured Wood Packing Policy, and Non-manufactured Wood Packing Enforcement Regulations (see URL: http://www.alsc.org/). All wooden pallets and containers

produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of “NC-US,” 1.25 inches or greater in height, accompanied y the CAGE code of the pallet/container manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible.”

If the acquisition is solely for the purchase of wooden pallets or wood containers, the words "**being utilized in the packaging and shipment of items being furnished to the government**" contained in the first sentence does not apply to this requirement.

**Enclosure 1**

GOVERNMENT'S RIGHT TO AUDIT (JUN 2000) DSCP

In addition to any other audits required by this contract, the Government reserves the right to audit the Government's accounting and procurement records related to the payments made under this contract. The audit may be conducted by either the Government or a private contractor at the Government's expense. Any Government claims of overpayment will be pursued in accordance with FAR part 32 as well as any and all applicable supplemental regulations. The Government may demand collection of overpayments within six years from final disbursement

**Enclosure 2**

TERMS AND CONDITIONS APPLICABLE TO PURCHASES OF BULK METAL PRODUCTS

1. PURPOSE

This enclosure to the DSCP - General and Industrial Commodity Directorate Simplified Purchase Agreement (SPA) establishes the terms and conditions, in addition to those included in the SPA, which apply to purchases of bulk metal products, ferrous and/or non-ferrous, by CBU-Y. In the event of a conflict between the SPA and this Enclosure, the Enclosure will take precedence.

2. INSPECTION/ACCEPTANCE

Except for orders that contain the clause entitled “Fast Payment Procedure”, or orders which specify Government Source Inspection (GSI), inspection and acceptance will be at destination by the Receiving Activity. The “Fast Payment Procedure” clause is generally used in Direct Vendor Delivery (DVD) orders; GSI will apply ONLY WHEN SPECIFIED IN THE ORDER.

Except for orders which include the “Fast Payment Procedure” clause, and notwithstanding any provision in the SPA or this Addendum regarding quality assurance, the Government reserves the right to inspect, at any time and at any place, any supplies tendered, or to be tendered, under any Purchase Order incorporating the SPA and this Enclosure.

3. RESTRICTION ON FOREIGN SUPPLIES

Except for purchases not in excess of $2,500.00 (micro-purchases), the “Buy American Act” (41 U.S.C. 10 a-d) (the “Act”) applies to orders incorporating this SPA and Enclosure. Therefore, unless indicated otherwise in any quotation in excess of $2,500.00, the Contractor agrees that only “Domestic End Products”, as defined in Clause 252.225-7001, “Buy American Act and Balance of Payments Program”, of the Defense Federal Acquisition Regulation Supplement (DFARS) will be delivered under any Purchase Order incorporating this SPA and Enclosure.

In addition to its agreement in the preceding paragraph, the Contractor agrees that, except for commercial items, all items of Carbon, Alloy, or Armor Steel Plate in Federal Stock Class (FSC) 9515 delivered under any order incorporating this SPA and Enclosure shall be melted and rolled in the United States or Canada in accordance with DFARS Clause 252.225-7030, “Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate”, which is incorporated into all Purchase Orders issued under this Addendum.

4. QUALIFIED SUPPLIERS LIST REQUIREMENT

a. Only Qualified Supplier List (QSL) concerns are eligible to receive Purchase Orders for bulk metal acquisitions issued under the SPA and this Enclosure. A "qualified supplier" is a concern who has met the requirements for qualification and whose name and business address have been entered in the DSCP - General and Industrial Commodity Directorate Qualified Supplier List. Qualified Supplier status and the holding of a SPA must be in place prior to any award of a Purchase Order for bulk metal products. If a supplier has two (2) or more addresses or facilities, each facility from which shipments are to be made under the terms of this SPA and Addendum

must be approved as a QSL facility and listed in Paragraph 5 below. The Contractor shall ship exclusively from his QSL facility (or facilities). Drop-shipment from any non-QSL facility is prohibited except where authorized by the contracting officer on a case-by-case basis. However, repeated requests to drop-ship may result in the Contractor's being ineligible to supply material under this Enclosure.

b. The Provisions Governing Qualification, the applicable Qualification Criteria, and a copy of the QSL application may be obtained at http://www.dscp.dla.mil/gi/prod_services/qsl.htm. A current listing of DSCP- General and Industrial Commodity Directorate approved QSL concerns is also available at this website.

c. The Contracting Officer may recommend the termination of the Contractor's QSL status at any time for failure to meet or maintain the criteria for qualification, including all requisite contract performance criteria set forth in the SPA and this Enclosure. If the Contractor's QSL status is terminated, he will be ineligible to receive a Purchase Order for the delivery of bulk metal products.

5. AUTHORIZED FACILITIES

a. The Contractor's Qualified Suppliers List (QSL) facility (or facilities), as indicated below, shall always be used as the point of shipment. However, if drop-shipment must be used on an individual Purchase Order in order to complete contract requirements, written permission must be obtained from the Contracting Officer in the form of a modification to the Purchase Order authorizing the shipment of supplies from another location. Permission so granted shall apply to the individual Purchase Order only. Government Source Inspection will be included on all orders that permit drop shipments. The Government shall consider such requests on a case-by-case basis, but, in accordance with Paragraph 4 above, repeated requests from the Contractor to drop-ship supplies shall constitute sufficient reason for the Government to render the Contractor ineligible to supply bulk metal products under this Enclosure. Requests to ship from a specific manufacturer's facility or from any location other than as specified below must be made to the Contracting Officer in writing, with a copy to DSCP-ILEA, and must be accompanied by a pre-established written agreement with the manufacturer or other facility by which the following key elements of DSCP - General and Industrial Commodity Directorate's QSL program will be applied to the order;

DSCP - General and Industrial Commodity Directorate must determine the adequacy of such agreement before permission to ship will be granted and a modification issued:

(1) how the QSL supplier has determined the acceptability of the manufacturer or other facility;

(2) how traceability will be maintained throughout the process;

(3) how records and test reports will be maintained;

(4) how appropriate test reports and technical data will be provided to the customers or depots; and

(5) whether or not the manufacturer or other facility has an established Quality Assurance manual in conformance with DSCP - General and Industrial Commodity Directorate's QSL criteria that is maintained and used.

b. If the Contracting Officer determines, in coordination with DSCP-ITA, that the Contractor has an adequate written quality agreement with a mill, manufacturer, or other facility, the Government may permit shipment from such mill, manufacturer, or other facility on an extended basis. The Contracting Officer's permission shall be evidenced by a letter of authorization specifying the

period during which the Contractor may ship supplies from the alternative location. This authorization may be revoked at any time by notice from the Contracting Officer.

c. The authorized primary and alternative QSL sites for the shipment of supplies by the Contractor are those specified by the Contractor and approved by DSCP - General and Industrial Commodity Directorate. A listing of these sites is maintained on file at DSCP - General and Industrial Commodity Directorate.

6. REQUESTS FOR QUOTATIONS (RFQs)

The vast majority of the Requests For Quotations (RFQs) under this SPA and Enclosure will be issued by electronic means, namely the Electronic Bulletin Board (EBB), which will require that quotations be received by the contracting officer within five (5) days of issuance. RFQs issued electronically are issued on the date the Purchase Request is generated, which is indicated by the Julian calendar date of the Purchase Request Number. Example: Purchase Request YPI99045001234 has a Julian calendar date of February 14, 1999 (the 45th day of 1999). However a relatively small number of RFQs will be issued by other means, such as a paper Standard Form 18, by FAX, or by telephone. Unless the RFQ specifies a different response time, quotations must be received by the contracting officer within five (5) days of the date the RFQ is issued for the quotation to be considered for award.

7. CUSTOMER ORIENTED DELIVERY

a. Purchases under this Enclosure will fall into one of the following categories: (1) Urgent Direct Vendor Delivery (DVD) purchases; (2) Routine DVD Purchases; or (3) Routine Stock Purchases. Each of these categories is explained below:

(1) Urgent DVD: Every DVD PR, solicitation, and purchase order will include requisition data, which will contain or cite, along with the customer's requisition number, an Issue Priority Designator (IPD) under the Uniform Material Movement Issue Priority System (UMMIPS). The IPD is a number from 01 through 15. DVD PRs with IPDs from 01 through 03 are HIGH PRIORITY or URGENT. On such urgent DVDs, the time of delivery (that is, the contract delivery date, or CDD) will be 7 days from the date of the purchase order. The contractor shall quote based upon the required 7-day delivery.

(2) Routine DVD: DVD PRs, solicitations, and purchase orders with IPDs from 04 through 15 are considered routine:

(i) The time of delivery and contract delivery date (CDD) will be 23 days from the date of the purchase order. The contractor shall quote based upon the required 23-day delivery.

(ii) In some cases, the IPD notwithstanding, the customer or requisitioner will not require delivery within either a seven (7) or twenty-three (23) day schedule, as provided by subparagraphs (1) or (2)(a), above. In such instances, if the RFQ indicates a Required Delivery Date (RDD) which is thirty-three (33) days or more, the supplier shall quote based on the longer RDD.

(3) Stock Buy: Stock acquisitions for supplies destined for a DLA depot will not cite an IPD. The time of delivery (CDD) as required by the Government's solicitation shall be 45 days from the date of the purchase order. The contractor shall quote based upon the required 45-day delivery.

*b. QUOTATION:* The Contractor is expected to specify deliveries in his quotations within the 7/23/45-day formula as specified above: 7 days for urgent DVDs, 23 days for routine DVDs, and 45

days for stock buys. A Contractor who cannot meet these timeframes is still invited to submit quotations offering his best possible realistic deliveries.

8. PLACE OF DELIVERY

a. Supplies for shipment overseas are identified by an APO, FPO, Hawaiian(HI), or Alaskan (AK) address in the consignment information in the Purchase Order or RFQ. When an overseas address is cited, (with the exception of FMS requirements), the Purchase Order will include the clause FAR 52.247-34, "FOB Destination." If the shipment exceeds U.S. Parcel Post limitations, the Contractor shall contact the DSCP - General and Industrial Commodity Directorate Transportation Office prior to quotation to obtain destination information. The Transportation Office will designate the military ocean terminal or consolidation point in CONUS that is closest to the Contractor's shipping point that services the overseas location. The most frequently used terminals are listed on the DSCP - General and Industrial Commodity Directorate webpage, *http://www.disc.dla.mil*, under "Consignment Instructions."

b. For overseas shipments exceeding the U.S. Parcel Post limitations, or otherwise annotated "DO NOT SHIP PARCEL POST," the Contractor shall contact the DSCP - General and Industrial Commodity Directorate Transportation Office for destination instructions at least twenty-four (24) hours before shipping: Telephone (215) 737-3824 or facsimile (215) 737-8400/3830. Air parcel shipment is anticipated for requirements with a Transportation Priority (TP) code of "1" or "2" when the destination exceeds 300 miles from the shipping point and the supplies are within air cargo limitations.

9. PRODUCT CERTIFICATION AND TEST REPORT(S)

a. For purposes of this clause, the following definitions apply:

(1) Primary Mill: A manufacturing facility which produces a basic product, denoted herein as a primary mill product, by the smelting of raw materials or scrap metal by electric furnace or other conversion process authorized by the applicable specification.

(2) Primary Mill Product: A basic product which is manufactured or produced at a primary mill by electric furnace or other authorized conversion process and cast in metal molds.

(3) Derivative Product: A product which is manufactured or produced from a primary mill product, or a product which is manufactured or produced from another derivative product.

(4) Heat, Melt or Die Lot Number: The designation of the single manufacturing process of smelting by which specific metal mill products have been identified.

(5) Manufacturing Lot: All products of the same thickness or diameter, class, condition or temper, rolled or forged from the same heat, and heat-treated at the same time or by the same continuous process.

b. With each tender of supplies under a purchase order referencing this Enclosure, the Contractor shall secure a copy of the order and the Product Certification and Test Report(s) to the packing slip so as to withstand air, rail or ocean shipment to each consignee specified in the order. If the supplies to be delivered under the purchase order are the product(s) of more than one (1) manufacturing lot, a separate Certificate shall be furnished for each manufacturing lot. This requirement shall apply whether the supplies are/were manufactured or produced under: a product specification; the part number or die number of a particular manufacturer or other entity; a commercial, industry or military standard or specification; drawings; or any other form of technical data.

c. Each Certificate prepared in accordance with this agreement shall include the following:

(1) The Contractor's name, address, and Commercial and Government Entity (CAGE) code; the Contract/Order Number, the applicable specification, drawing or standard, or part number (including revision/amendment and date); identification of the specific supplies delivered under the order, including the National Stock Number (NSN), the nomenclature, the class, type and grade, and Unified Numbering System (UNS) code (if applicable); and for metal products, include the heat number, alloy designation, and condition (finish and temper). If the Contractor is not the manufacturer of the supplies furnished under the order, the Certificate will include the name, address, and CAGE code (if applicable) for each of the entities through which the supplies passed, whether as complete products, or as products upon which further manufacturing, production, or fabrication was required, so that traceability to the manufacturer of the primary mill product will be readily discernible therefrom.

(2) The identification of each parameter for which the contract, specification, standard, drawing or other data, required for inspection or testing;

(3) The identification of the specific requirement for each of the parameters in (2) above, for the particular supplies being produced and covered by the Certificate.

(4) The actual results of inspections and/or tests conducted by the Contractor to demonstrate conformance with each of the specific requirements of (3), above.

(5) The marking requirement for the material and the source of this requirement (i.e. the contract schedule, specifications, standards or other requirements).

(6) A statement, signed by an authorized representative of the Contractor who is responsible for quality assurance, certifying that the lot has been produced, inspected, sampled and tested, and marked in accordance with all contract and specification requirements, and that the supplies comply with all applicable contract and specification requirements.

d. If supplies to be delivered under a Purchase Order referencing this Enclosure, are primary mill products, or are/were produced or fabricated from products which were derived from primary mill products, the Contractor shall attach to each order, a true copy of the Certification and Test Report (CERT) of the primary mill which manufactured or produced the primary mill product(s). The producing mill CERT for the primary mill product(s) shall identify each manufacturing lot by HEAT, MELT or DIE Lot number. If the supplies to be delivered under the order are derived from primary mill product(s) of more than one HEAT, MELT, or DIE Lot, a separate CERT shall be attached to the Contractor's order for each such HEAT, MELT or DIE LOT. If the supplies to be delivered under the order are derivative products, produced from primary mill products, or from other derivative products, then, in addition to each primary mill CERT required by this paragraph, the Contractor shall attach a true copy of the CERT of each derivative product manufacturer or producer for each manufacturing lot represented by the supplies delivered.

e. The Contractor shall retain all Certificates and the supporting documents (CERTs) for a period of four (4) years. Upon the request of the Contracting Officer at any time during the period required for retention, the Contractor shall make the Certificate(s) available for review by the Government.

10. <u>WARRANTY AND RETURNS</u>

a. The Contractor agrees that *nonconforming supplies* furnished under Purchase Orders referencing this Enclosure shall be covered by the most favorable warranty and credit return policy that the Contractor gives to any customer or business for such supplies and that the rights and

remedies provided therein are in addition to and do not limit any rights afforded to the Government in this agreement.

b. The Contractor agrees to accept *conforming supplies* furnished under Purchase Orders referencing this Enclosure on return from any DVD customer for any reason. The Contractor shall be entitled to retain twenty-five percent (25%) of the unit price of returned conforming items as a restockage fee unless a different percentage has been agreed to by DISC and the Contractor and documented in writing by both DSCP - General and Industrial Commodity Directorate and the Contractor.

11. MARKING OF PRODUCTS AND EXTERIOR CONTAINERS

a. The following applies to the marking of products:

(1) STOCK BUYS - Continuous Marking under FED-STD-182, FED-STD-183, FED-STD-184, or FED-STD-185 (latest revisions), as applicable, as well as under any supplemental notes which may otherwise appear in the item description of the Purchase Order, is required for shipments under stock buys.

(2) DVDs - Contractors are not required to apply Continuous Marking to products supplied under DVD purchase orders referencing this Enclosure. However, each unit of issue (example: plate, sheet, etc.) shall be identification stamped or stenciled (as required by the applicable specification) with the Mark-For/Transportation Control Number (M/F: (TCN)) or customer's requisition number, the heat number, specification, grade, producer's name and trademark, commercial designation, contract number, and NSN.

b. The following applies to the marking of exterior containers:

(1) STOCK BUYS - All shipments/packages will be marked and labeled in accordance with MIL-STD-129M. DOD LOGMARS Bar Code markings required in accordance with MIL-STD-129M, dated 15 JUN 93, and MIL-STD-1189B, dated 10 AUG 89.

(2) DVDs - Package identification markings (shipping labels) in accordance with MIL-STD-129M must be clearly visible on all outer containers. Except in the case of FMS shipments, a notice consisting of the words "FAST PAY" will be typed on the label in bold letters.

(3) ALL BUYS, STOCK AND DVD - The Contractor shall secure a copy of the Purchase Order, the Producer's Certification and Test Report documents, and shipping labels to each container so as to withstand air, rail or ocean shipment to the depot or the military requisitioner's address at the final destination. If assistance is needed in addressing shipments for overseas destinations, the Contractor may contact the DSCP - General and Industrial Commodity Directorate Transportation Office.

c. The following is an example of a shipping label in accordance with MIL-STD-129M for a DVD shipment:

| | |
|---|---|
| **NOTICE:** | **"FAST PAY"** |
| **DODAAC:** | **N00251** |
| **Transportation Officer** | |
| **ADDRESS (Incl. ZIP)** | **Puget Sound Naval Shipyard**<br>**Bremerton, WA 98314** |
| **M/F:** | **M/F: (TCN) N00251-1120-1234** |
| **SIG, SUP ADD:** | **SIG J, SUP ADD V21438** |
| **PRIORITY:** | **TP-3 PROJ FK8** |
| **NSN:** | **NSN 9515-00-123-4567** |
| **QUANTITY AND UNIT:** | **2 PM 11,844 LB** |
| **PURCHASE ORDER:** | **SP0500-94-M-1234** |
| **GROSS WEIGHT:** | **GWT 12,000#** |
| **SHIPPING CUBE:** | **144 CU YDS** |
| **PALLETS:** | **PALLET 1 OF 2** |
| **CONTRACTOR:** | **(CONTRACTOR'S NAME AND ADDRESS)** |

12. PACKAGING

a. The packaging method will be specified on the individual order. Each Purchase Order will contain packaging requirements coded in accordance with MIL-STD-2073 (Coded System for Packaging) which, when decoded, will specify the individual requirements. If waster sheets are used they should be prominently marked as such to preclude their misidentification by the customer as damaged or nonconforming supplies.

b. Specific packaging requirements are as follows:

(1) ALUMINUM AND MAGNESIUM: The packaging/packing of aluminum and magnesium shall meet the requirements of ASTM-B660.

(2) STEEL: The packaging/packing of steel mill products shall meet the requirements of MIL-STD-163C. ASTM-A700 specifies Packaging, Marking, and Loading Methods for steel products for domestic shipments.

(3) COPPER AND COPPER-BASE ALLOYS: The packaging/packing of copper and copper-base alloy mill products shall meet the requirements of MIL-G-3993.

13. SPECIAL INVOICING INSTRUCTIONS

In addition to the invoicing instructions in the SPA, the following applies to Fast Pay DVD Purchase Orders:

a. The Contractor shall not submit an invoice for a partial delivery of supplies specified in the Purchase Order; and

b. The Contractor agrees to retain shipping receipt documents provided to the carrier by the consignee(s) for a period of three (3) years and to furnish these documents to the Government if required for audit purposes.

14. EXTENT OF QUANTITY VARIATION

a. Unless otherwise set forth in the purchase order, the permissible variation in quantity shall be limited to:

Increase 10% Decrease 10%

For stock buys, this increase or decrease shall apply separately by item to the issue quantity (unit of issue other than LB) as well as to the total number of pounds to be delivered or shipped to each destination provided that the above stated limitation is not exceeded for either. For DVDs, this increase or decrease shall apply separately by item to the total number of pounds to be delivered or shipped to each destination, without variation to the purchase order issue quantity (unit of issue other than "LB").

b. Nothing herein shall be construed to vary, alter or modify any specification or dimensional requirements, specification tolerances, or unit-pack of the metal products described in the Purchase Order. Accordingly, no variation in the quantity or weight of any item called for within a Purchase Order under this Enclosure will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in the metal manufacturing process. The quantity variation a shipping tolerance, excess quantities may not be billed to the Government.

c. When the unit of issue is FT., the Contractor must ship and invoice in whole feet. The Government does not recognize fractions of feet for receipt, invoicing, or payment purposes. Prior to payment, the Government shall round DOWN to the nearest whole foot any fractional quantities cited in invoices: for example, if an invoice specified 17.6 FT, the Government would pay for 17 FT. Consequently, no positive variation in quantity (VIQ) is authorized for orders in which the acquisition quantity is less than 10 FT. When the acquisition quantity is 10 FT or more, a positive VIQ is authorized subject to BOTH the 10% ceiling and the whole-number limitation: that is, if the acquisition quantity were 19 FT, a shipment of 20 FT would be within the 10% VIQ and would be acceptable, but a shipment of 21 FT would exceed the 10% VIQ and would not be acceptable.

**Enclosure 3**

# PROCUREMENT AUTOMATED CONTRACT EVALUATION (PACE) POLICY

## I. GENERAL POLICY

a. This document provides the rules and lists of clauses/provisions applicable to Requests for Quote (RFQs) and Purchase Orders issued by the Defense Supply Center Philadelphia (DSCP) for PACE purchases of $100,000 and below.

b. SASPS II "T" and "U" solicitations issued on the Procurement Gateway are candidates for automated award by PACE (unless excluded below) when the dollar value of the acquisition is estimated at $100,000 or below and the solicitation terms are inspection and acceptance at destination. (Note: All "T" type solicitations are issued on an F.O.B. destination basis.)

c. The following items are exceptions from PACE, and will be evaluated and awarded manually:

Flight Safety Critical items
Life Support items
Source Controlled items
Hazardous material
Surplus material
Qualified Product List (QPL) items
Qualified Manufacturer List (QML)/Qualified Supplier List (QSL)
Foreign Material
First Article Testing (FAT) or other special testing
Section 8(a), Federal Prison Industries(FPI) and Javits-Wagner-O'Day(JWOD) items

d. PACE evaluation and award is FULLY AUTOMATED. There is no buyer to review offers or any data supplied under separate cover; therefore, only QUOTE TYPE "BI" (BID WITHOUT EXCEPTION) will be accepted for consideration.

e. For PACE candidate solicitations, all clauses/provisions in Part 1 of this section are applicable. Clauses in Part 2 of this section are applicable as indicated by the instructions for use.

f. Purchase orders awarded by PACE are identified by a "V" in the ninth position of the Purchase Order Number (e.g., SP0540-98-V-1234). The award will also have a statement referencing this document (PACE Rules and Clauses) on the face of the DD Form 1155 or the second page of the award. When a "V" is in the ninth position of the Purchase Order number, all clauses in Part 1 of this document are applicable to the order. Clauses/provisions/notices in Part 2 of this document are applicable as indicated by the instructions at each cite.

## II. CERTIFICATIONS:

a. All information requested in DLAD Clause 52.213-9004, Offeror Representations, Certifications, and Fill-In Information - Electronic Commerce, must be provided in the vendor's quote.

b. Acquisitions over $2,500 for certain items require certification that no child labor was used to produce the items. The list of products requiring contractor certification is located at http://www.dol.gov/dol.ilab. Currently the list includes only food items, bamboo, hand-made bricks, and rubber. Contractors are required to check the list and certify regarding child labor if the offered items are listed. Place the certification in the remarks area of the quotation.

III. SMALL BUSINESS SET-ASIDES: Acquisitions with a dollar value exceeding $2,500 are set-aside for small business when the Request for Quotation (RFQ) posted on the Procurement Gateway includes a statement such as "Notice of Small Business Set-Aside." FAR Clause 52.219-6, Notice of Total Small Business Set-Aside, applies. For acquisitions between $2,500 and $25,000, clause 52.219-6 Alternate I applies whereby the Small Business Administration has determined that the nonmanufacturer rule is waived.

IV. PRICE REASONABLENESS: Post award pricing reviews will be performed to ensure that prices paid are reasonable. Instances of suspected overpricing will be investigated.

V. CONDITIONS FOR PACE:

a. SUBMISSION OF QUOTATIONS: PACE may select an awardee immediately after the RFQ closes; therefore, quotations should be submitted promptly.

b. PRICE AND DELIVERY ARE THE EVALUATION FACTORS. (Quality may also be evaluated if Automated Best Value System (AVBS) applies.)

c. AWARD MAY BE BASED ON EARLIER DELIVERY RATHER THAN LOWEST PRICE.

d. AWARD WILL BE MADE ON AN "ALL OR NONE" BASIS.

e. TERMS AND CONDITIONS: To be considered for a PACE automated award, offers must comply with the following:

1. Quotation on an F.O.B. Destination basis.

2. The exact item requested must be offered, or an item identified as: 1) a previously approved alternate or 2) a superseding part number.

3. NO exceptions can be taken to quantity, packaging, or marking, as stated in the solicitation.

4. If the RFQ specifies inspection and acceptance at origin, origin inspection is mandatory.

5. Variations in quantity ARE NOT authorized.

6. Statements made in the remarks section of your quotation will be deemed exceptions and will render your quotation ineligible for an automated award.

7. Quotations for other than "new" material (as defined in FAR clause 52.211-5) are ineligible for an automated award.

VI. DELIVERY EVALUATION FACTOR

a. Each RFQ will cite a Requested Delivery Date (RDD). A Delivery Evaluation Factor (DEF) will be applied to any quoted delivery term that differs from the term requested by the RDD. This factor will be used to compute your DEF price used in the evaluation of offers.

b. To determine the number of delivery days requested (requested delivery term), subtract the Julian date of the PURCHASE REQUEST (PR) NUMBER (PR positions 4-8) from the RDD. The result is the requested delivery term.

c. EXAMPLE: PR YPI99142000015 (99142 Julian) and RDD of 99 Jul 06 (99187 Julian).

99187 - 99142 = 45 days

d. For evaluation purposes, DEF decreases your evaluated price when your quoted delivery term is shorter than the requested delivery term. For evaluation purposes, DEF increases your evaluated price when your quoted delivery term is longer than the requested delivery term. When your quoted delivery is the same as the requested delivery term, DEF neither decreases nor increases your evaluated price; it is the same as your quoted price. The application of DEF could result in award to an offeror with a higher price but a shorter delivery term.

If for any reason the award is made manually, DSCP will award to the contractor with the lowest acceptable DEF price where DEF has been applied and the Contracting Officer determines the Government will receive a better value by paying a higher price for an earlier delivery. Automated Best Value System (ABVS) may also apply, see paragraph 12(b) of this agreement.

**CAUTION**: When DSCP awards to other than the low offeror because the successful offeror's shorter delivery term resulted in the lowest evaluated price, on-time delivery is mandatory. Should the awardee fail to meet its quoted delivery term as incorporated in the Purchase Order due to a contractor caused delay, the Government may collect from the contractor an amount equal to the difference between the otherwise low offeror's quoted total price and the awardee's total price plus $250 administrative costs. The Government is also not precluded from seeking additional consideration commensurate with the delivery extension requested.

DSCP may preclude contractors who repeatedly deliver after the Purchase Order delivery date from receiving future PACE awards. Late delivery due to contractor caused delay will impact Automated Best Value System (ABVS) scores.

VII. ALTERNATE OFFERS

a. Alternate offers will not be considered for PACE automated awards.

b. Alternate items may be submitted for acceptance for future procurements. Submit your request, citing the National Stock Number (NSN) and including technical data as outlined in DLAD clause 52.217-9002, CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS (DPACS clause number L018) to the following address:

Defense Supply Center Philadelphia
Competition Advocate
ATTN: DSCP-PI

700 Robbins Avenue
Philadelphia, PA 19111-5096

MANDATORY PROVISION/CLAUSE LIST FOR PACE PURCHASES

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these URLs:

| FAR | DFARS |
|---|---|
| http://www.arnet.gov/far | http://www.acq.osd.mil/dp/dars/dfars.html |
| http://farsite.hill.af.mil/Vffar.htm | http://www.acq.osd.mil/dp/dars/dfarltrs.html* |
| | http://www.farsite.hill.af.mil/Vfdfar1.htm |

DSCP

http://www.dscp.dla.mil/contract/dgpa/Part52_Interface.doc

*Site for DFARS clauses that have not yet been incorporated into the DFARS via Change Notices.

(End of Provision)

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. Also, the full text of a clause may be accessed electronically at this/these address(es):

See URLs listed in FAR 52.252-1, Solicitation Provisions Incorporated By Reference (FEB 1998) listed paragraph above.

(End of Clause)

## PACE Provisions/Clauses Part 1

Clauses in Part 1 are applicable to all PACE solicitations and purchase orders. Provisions in Part 1 are applicable to all PACE solicitations.

| DPACS CODE | PROVISION # | TITLE |
|---|---|---|
| I171 | 52.233-9000 | Agency Protests (SEP 1999) DLAD |

| | | |
|---|---|---|
| K009 | 52.213-9004 | Offeror Representations, Certifications, and Fill-In Information - Electronic Commerce (NOV 2002) DLAD |
| K048 | 52.204-3 | Taxpayer Identification (OCT 1998) FAR |
| L022 | 52.211-9I22 | Availability of Drawings, Specifications, and Standards (JUL 2000) DSCP |
| L032 | 52.211-14 | Notice of Priority Rating for National Defense Use (SEP 1990) FAR |
| L068 | 252.204-7004 | Required Central Contractor Registration (MAR 1998) DLAD |

| **DPACS CODE** | **CLAUSE #** | **TITLE** |
|---|---|---|
| D006 | NOTICE #2 | Treatment of Non-Manufactured Wood Pallets and Containers (JAN 2003) DSCP<br>*(See para 33 of SPA for text)* |
| E010 | 52.246-2 | Inspection of Supplies - Fixed Price (AUG 1996) FAR |
| E011 | 52.246-9I04 | Destination Inspection and Acceptance (JAN 1989) DSCP |
| F002 | 52.247-9I03 | Consignment and Addressing Instructions (JUL 1998) DSCP |
| F007 | 52.247-34 | F.O.B. Destination (NOV 1991) FAR |
| F012 | 52.211-9I07 | Accelerated Delivery (SEP 1990) DSCP |
| F015 | 52.247-48 | F.O.B. Destination - Evidence of Shipment (FEB 1999) FAR<br>*(Only for Source Inspected buys)* |
| I001 | 52.214-9I12 | General Provisions/Clauses (MAY 2003) DSCP<br>*Only the following clauses contained within 52.214-9I12 pertain to PACE solicitations and orders:* |
| | 252.204-7003 | Control of Government Personnel Work Product (APR 1992) DFARS |
| | 52.211-2 | Availability of Specifications Listed in DoD Index of Specifications and Standards (DoDISS) and Descriptions Listed in the Acquisition Management System and Data Requirements Control List (DEC 1999) FAR |
| | 52.211-15 | Defense Priority and Allocation Requirements (SEP 1990) FAR |
| | 52.211-17 | Delivery of Excess Quantities (SEP 1989) FAR |
| | 52.215-8 | Order of Precedence (OCT 1997) FAR |
| | 52.232-8 | Discounts for Prompt Payment (FEB 2002) FAR |
| | 52.232-25 | Prompt Payment (FEB 2002) FAR |
| | 52.233-1 | Disputes (JUL 2002) FAR |
| | 52.233-3 | Protest After Award (AUG 1996) FAR |
| | 52.252-6 | Authorized Deviations in Clauses (APR 1984) FAR |
| I005 | 52.211-9002 | Priority Rating (MAR 2000) DLAD |
| I032 | 52.232-1 | Payments (APR 1984) FAR |

| | | |
|---|---|---|
| L053 | 52.215-8 | Order of Precedence - Uniform Contract Format (OCT 1997) FAR |

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## PACE Provisions/Clauses Part 2

Clauses/provisions/notices in Part 2 may be applicable to the PACE solicitation and purchase order. To determine applicability, read the instructions at each clause/provision/notice below.

| DPACS CODE | PROVISION # | TITLE |
|---|---|---|
| E009 | 52.246-9I08 | Inspection and Acceptance Provisions (SEP 1990) DSCP<br>(Applies to acquisitions that require inspection at source.) |
| I052 | 252.225-7001 | Buy American Act and Balance of Payments Program (APR 2003) DFARS<br>*(Applies to all acquisitions between $2,500 and $25,000 and to acquisitions above $25,000 except when it is restricted to domestic end products (as stated in FAR 6.3), an exception to the Buy American Act applies or an exception to the Balance of Payment Programs applies.)* |
| K005 | 52.223-4 | Recovered Material Certification (OCT 1997) FAR<br>*(Applies to acquisitions when the item description cites a federal or military specification.)* |
| K006 | 52.229-9000 | Kentucky Sales and Use Tax Exemption (DEC 1984) DLAD<br>*(Applies when acquisition is subject to Kentucky Sales and Use Tax.)* |

| DPACS CODE | CLAUSE # | TITLE |
|---|---|---|
| D004 | 52.211-9008 | Bar Coding Requirements for Direct Vendor Delivery (DVD) SHIPMENTS (DEC 2001) DLAD<br>(*Applies when the acquisition will be shipped to a location other than a DLA Distribution Depot, i.e., direct vendor delivery (DVD)*.) |
| E001 | 52.246-9I06 | Distribution Of Material Inspection And Receiving Report (DEC 2002) DSCP<br>*(Solicitations and purchase orders which require source inspection, or are for Foreign Military Sale.)* |
| E014 | 52.246-9I14 | Additional Requirements – Material Inspection and Receiving Report (FEB 1996) DSCP<br>*(Applies to acquisitions of wood products which require export shipment.)* |
| E015 | 52.246-9I13 | Inspection Standards, Wood Products (FEB 1996) DSCP<br>*(Applies to acquisitions of wood products.)* |
| F009 | 52.247-52 | Clearance & Documentation Requirements - Shipments to DoD Air or Water Terminal Transhipment Points (JUL 2002) FAR<br>*(Applies when shipments will be consigned to DoD air or water terminal transhipment points.)* |
| F046 | 52.247-9I19 | Export Delivery Terms, Wood Products (FEB 1996) DSCP<br>*(Applies to acquisitions of wood products requiring export shipment.)* |
| F048 | 52.247-9I22 | Transportation of Wood Products (FEB 1996) DSCP<br>*(Applies to acquisitions of wood products.)* |

| | | |
|---|---|---|
| F049 | 52.247-9I23 | Alaskan, Hawaiian or Puerto Rican Requirement (FEB 1996) DSCP<br>*(Applies to acquisitions of wood products which require delivery to Alaska, Hawaii, or Puerto Rico.)* |
| F050 | 52.211-9I06 | SHORT LENGTHS OF FILM (JUL 1996) DSCP<br>*(Applies to acquisitions for for photographic film that involve purchase of random lengths.)* |
| G006 | 52.242-9I02 | Delegation of Additional Contract Administration Functions (SEP 1990) DSCP<br>*(Purchase orders assigned to a field contract administration office for administration.)* |
| G009 | 52.242-9I04 | Distribution of Delinquency Report (JUL 1997) DSCP<br>*(Purchase orders assigned to a field contract administration office for administration.)* |
| H014 | 52.211-9I12 | Claim for Evaluation Differential (AUG 2002) DSCP<br>*Purchase Orders based on payment of a differential under the DEF program, i.e., "W" awards)* |
| I001 | 52.214-9I12 | General Provisions/Clauses (AUG 2002) DSCP<br>*Only the following clauses contained within 52.214-9I12 pertain to PACE solicitations and orders:* |
| | 52.222-3 | Convict Labor (AUG 1996) FAR<br>*(Applies when acquisition exceeds $2,500 but is less than $10,000 unless performed outside the U.S., its possessions and territories.)* |
| | 52.222-20 | Walsh-Healey Public Contracts Act (DEC 1996) FAR<br>*(Applies when acquisition exceeds $10,000 unless performed outside the U.S. its possessions and territories.)* |
| | 52.222-21 | Prohibition of Segregated Facilities (FEB 1999) FAR<br>*(Applies when acquisition exceeds $10,000 except service contracts, delivery orders to FPI, and orders performed outside the U.S., its possessions and territories.)* |
| | 52.222-26 | Equal Opportunity (APR 2002) FAR<br>*(Applies when acquisition exceeds $10,000 unless performed outside the U.S., its possessions and territories.)* |
| | 52.222-35 | Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001) FAR<br>*(Applies when acquisition exceeds $10,000 unless performed outside the U.S., its possessions and territories.)* |
| | 52.222-36 | Affirmative Action for Workers With Disabilities (JUN 1998) FAR<br>*(Applies when acquisition exceeds $10,000 unless performed outside the U.S., its possessions and territories.)* |
| | 52.222-37 | Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (DEC 2001) FAR<br>*(Applies when acquisition exceeds $10,000 unless performed outside the U.S., its possessions and territories.)* |
| | 252.225-7002 | Qualifying Country Sources as Subcontractors (APR 2003) DFARS<br>*(Applies when the acquisition exceeds $2,500 unless set-aside for small business, then in accordance with FAR clause 52.219-6 (see I075 below), the product of a small domestic manufacturer must be supplied).* |

| | | |
|---|---|---|
| | 52.232-23 | Assignment of Claims (JAN 1986) FAR<br>*(Applies when acquisition exceeds $2,500.)* |
| | 52.242-17 | Government Delay of Work (APR 1984) FAR<br>*(Applies to acquisitions for other than commercial items.)* |
| I046 | 52.213-1 | Fast Pay Procedures (FEB 1998) FAR<br>*(Applies to acquisitions which are direct vendor deliveries, including Foreign Military Sales (FMS) requirements.)* |
| I060 | 252.225-7013 | Duty-Free Entry (APR 2003) DEV (JUN 2003) DFARS<br>*(Applies when acquisition exceeds $2,500 except when set-aside for small business or when the supplies will be shipped directly from a source outside the U.S. to a customer outside the U.S.)* |
| I068 | 252.225-7028 | Exclusionary Policies And Practices Of Foreign Governments (APR 2003) DFARS<br>*(Purchase orders for Foreign Military Sale.)* |
| I073 | 252.225-7030 | Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (APR 2003) DFARS<br>*(Applies to acquisitions for Carbon, Alloy and Armor Steel Plate.)* |
| I075 | 52.219-6 | Notice of Total Small Business Set-Aside (JUL 1996) FAR<br>*(Applies when the acquisition exceeds $2,500 and is set-aside for small business, unless 52.219-6 Alt I applies, see I180 below.)* |
| I142 | 252.225-7036 | North American Free Trade Agreement (NAFTA) Implementation (APR 2003) DFARS<br>*(Applies when acquisition exceeds $53,150 in FSG's 22, 24, 30, 32, 35, 37-42, 45, 46, 49, 53-56, 61-63, 66, 67, 73, 74, 76, 81, 91, 94 and 96 except for Small business Set-Asides.)* |
| I159 | 52.223-9I01 | Anti-Stain Treatment (Untreated Wood Products) (FEB 1996) DSCP<br>*(Applies to acquisitions of timbers, see item description.)* |
| I160 | 52.247-9I29 | Shipments to Government Packing Facilities: Foam in Place (OCT 2000) DSCP<br>*(Applies to acquisitions for vitreous china when "Foam In Place" or equivalent packaging is cited in the item description or Prep for Delivery.)* |
| I161 | 52.227-9I06 | Commercial Manuals (MAR 2000) DSCP<br>*(Applies to acquisitions of FSC 4110 and FSG 73 items. Not applicable to items for Naval Shipboard use).* |
| I162 | 52.227-9I07 | Commercial Manuals for Naval Shipboard Use Items (MAR 2000) DSCP<br>*(Applies to acquisitions of FSC 4110 and FSG 73 items, where the item description cites naval shipboard use.)* |
| I163 | 52.211-9I03 | Data Name Plates (JUN 1996) DSCP<br>*(Applies to acquisitions of FSCs 4110, 7310, and 7320 items when commercial manuals are required.)* |
| I166 | 52.211-9I04 | Edge Numbering of Aerial Film (JUL 1996) DSCP<br>*(Applies to acquisitions for aerial film.)* |
| I169 | 52.244-6 | Subcontracts for Commercial Items and Commercial Components (MAY 2002) FAR<br>*(Applies to acquisitions for other than commercial items.)* |

| | | |
|---|---|---|
| I172 | 52.225-7036<br>Alternate I | Buy American Act – North American Free Trade Agreement Implementation Act – Balance of Payments Program (APR 2003) ALTERNATE I (APR 2003) DFARS<br>*(Applies when acquisition exceeds $53,150 in FSG's 22, 24, 30, 32, 35, 37-42, 45, 46, 49, 53-56, 61-63, 66, 67, 73, 74, 76, 81, 91, 94 and 96 except for Small business Set-Asides.)* |
| I173 | 52.223-7 | Notice of Radioactive Materials (NOV 1991) FAR<br>*(Applies to acquisitions for supplies which are, or which contain, radioactive materials.)* |
| I180 | 52.219-6<br>Alternate I | Notice of Total Small Business Set-Aside (JUL 1996), ALTERNATE I (OCT 1995) FAR<br>*(Applies to acquisitions between $2,500 and $25,000 and for any other item(s) in which the SBA has determined that the waiver of the nonmanufacturer rule applies.)* |
| I194 | 52.232-33 | Payment by Electronic Funds Transfer Central Contractor Registration (CCR) (MAY 1999) FAR<br>*(Applies when acquisition requires Central Contractor Registration and payment will be made by EFT. Does not apply to purchases made with the Governmentwide Credit Card – micro-purchases of $2,500 or less.)* |
| K025 | 252.225-7027 | Restriction On Contingent Fees For Foreign Military Sales (APR 2003) DFARS<br>*(Solicitations and purchase orders on behalf of the governments of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela unless agent's fee or commission has been identified and government approves in writing.)* |
| K065 | 52.246-9I10 | Manufacturer's Identification Symbol Listing Requirement (FEB 2002) DSCP<br>*(Applies to acquisitions for FSCs 5305, 5306, 5307, and 5310 when the item description contains the manufacturer's logo statement.)* |
| K090 | 52.211-9I23 | Compliance with National Sanitation Foundation (NSF) Requirements (DEC 1996) DSCP<br>*(Applies to acquisitions for items in FSC 41 and 73.)* |
| L069 | 252.211-7005 | Substitutions for Military or Federal Specifications and Standards (MAR 1999) DFARS<br>*(Applies to acquisitions exceeding $2,500 that cite military or federal specifications and standards.)* |
| M039 | 52.227-9I08 | Evaluation of Manuals (JUN 1996) DSCP<br>*(Applies to acquisitions of FSC 4110 and FSG 73 items.)* |

**Enclosure 4**

DSCP - GENERAL AND INDUSTRIAL COMMODITY DIRECTORATE POLICY ON SUPPLYING ENGINEERING DRAWINGS

a. DSCP - General and Industrial Commodity Directorate (DSCP G&I) will supply engineering drawings related to open solicitations at no cost to the requester. Only those drawings referenced on the Procurement Item Description (PID) are provided. Drawings must be ordered through the Automated Bidset Interface (ABI) (URL: http://abiweb.disc.dla.mil/abi/ ). The ABI Web Server allows the identification and retrieval of drawing lists and digitized drawings for solicitations currently open at DLA Supply Centers. Drawings that are not available in electronic format, are classified, or have restrictions on dissemination will not be available from ABI Web. The digitized drawings are in CALS RASTER format (MIL-PRF-28002C), so a CAL RASTER format viewer program is required to view the drawings. Specific instructions for submitting orders, as well as information on how to obtain viewing software, are available at this website.

b. If problems are encountered with engineering drawings received from DSCP G&I (in terms of availability, legibility, restrictions, completeness, etc.), you may submit an email request for assistance to drawings@disc.dla.mil

c. DSCP G&I does *not* provide the following types of technical data:

(1) Military/Federal Specifications/Standards:

This data is not furnished by DSCP G&I. It is available from the Defense Automated Printing Service (DAPS) via the internet (URL: http://www.dodssp.daps.mil).

(2) Industry Standards:

This data is available from public sources. Some of the more common public sources are:

American National Standards Institute (ANSI)
1430 Broadway
New York, NY 10018

American Society of Testing Material (ASTM)
1916 Race Street
Philadelphia, PA 19103

National Standards Association, Inc. (Source for National Aerospace Committee [NAS] Standards)
1200 Quince Orchard Blvd.
Gaithersburg, MD 10878
Telephone: (301) 590-2300

Society of Automotive Engineers (SAE)
400 Commonwealth Drive
Warrendale, PA 15096

(3) Manufacturer's Part Numbers:

Those items identified by manufacturer's name, code, and part number only have no technical data available and/or releasable for competitive acquisition. There are no drawings, specifications, or standards which can be supplied by DSCP G&I for procurement purposes.

(4) Proprietary/Restricted Data:

Some PIDs may list proprietary or restricted data for reference only. This data cannot be distributed by DSCP G&I.

d. DSCP G&I will also supply engineering drawings which are *not* related to open solicitations; this “Off-line Request for Data Program”, however, is provided on a fee-for-service basis. Specific information regarding this program, including a fee schedule, may be obtained by submitting an email request to Mr. Michael Hughes, DSCP – ILTA, Michael.Hughes@dla.mil.

**Enclosure 5**

AUTOMATED INDEFINITE DELIVERY PURCHASE ORDER (IDPO) CONTRACT

Applies where "U" or "T" solicitation and resulting award does not specify a firm quantity of supplies (other than a minimum quantity) and provides for the issuance of delivery orders during the period of the contract. Coverage is for DLA orders for stock replenishment.

SUBMISSION OF QUOTES**:**

Quotes must be submitted on the Internet Quoting System (IQS) at http://iqs1.dscp.dla.mil/iqsmain/iqs.html on the Web quote form. Quotes received by other means, such as fax, email, or US mail, will not be considered for award. If no time is specified in the solicitation, the time for receipt of quotes is 2:00 p.m. Eastern Standard Time or when applicable Eastern Daylight Time on the Return date. All return date/times are synchronized to the U.S. Naval Observatory Clock. If a return date falls on a Saturday, Sunday or federal holiday it will be deemed extended to the next business day.

At the return date and time, all quotes will be evaluated to determine whether an automated IDPO award can be made. Therefore, quotes should be submitted by the return date and time specified in the solicitation. Quotes received after the return date/time will continue to run through the automated evaluation process until the award process (automated or manual) has begun. Once the award process has begun, late quotes will only be considered if the contracting officer determines that it is in the best interests of the Government and that accepting the late quote would not unduly delay the award.

Quote revisions will overlay previously submitted quotes on the same solicitation in the Government database. Quotes may be withdrawn by submitting a revised quote with a bid type of "no bid."

QUOTE VALIDITY PERIOD

Quotes must be valid for a minimum of 90 days in order to be considered for automated award (see AutoIDPO EVALUATION section below).

AutoIDPO EVALUATION*:* Automated IDPO solicitations are candidates for award under DSCP's Automated IDPO Evaluation and Award program (AutoIDPO). AutoIDPO uses pricing logic and other automated filters to make fully automated, and buyer assisted automated IDPO awards.

AutoIDPO only considers "qualified quotes" for award. Qualified quotes are bids without exception and alternate bids that submit pricing and delivery for all quantity ranges, destinations, and options years as solicited:

- **"Bids without exception"** are quotes that submit pricing and delivery for all quantity ranges, destinations, and option years and are in exact compliance with solicitation requirements for exact product, minimum 90 day quote validity period, packaging, FOB point, source inspection, and allowable quantity variance, if any.

- **"Alternate Bids"** are quotes that offer an item other than the exact approved item cited in the procurement item description (PID).

Quotes that do not submit pricing and delivery for all quantity ranges, destinations, and option years as solicited, and/or quotes that take exception to solicitation requirements for minimum quote valid days, packaging, FOB point, source inspection, and quantity variance allowed, are considered **"bids with exception"** and will not be considered for automated award.

AutoIDPO EVALUATION FACTORS**:**

AutoIDPO evaluates all qualified quotes on the basis of price alone by establishing a total weighted average price as follows:

A weighted factor will be applied to the average unit price for each price break range (5% to the first ordering range, 65% to the second ordering range, 25% to the third ordering range, and 5% to the fourth ordering range). The summation of the four average weighted unit prices will be the total weighted average unit price for the quote. The total weighted average unit price is multiplied by the estimated annual demand value to arrive at the total weighted average price per year. This total weighted average price per year is multiplied by the number of contract years to arrive at the total weighted average price for the IDPO contract. Where the evaluation factor for source inspection applies (DLAD 52.213-9001), the factor will be applied based on an estimated ___ inspections.

Price related evaluation factors are added to the weighted average total price in the following instances:

1. $250 per source inspection when the solicitation requirement is for destination inspection (see DLAD 52.213-9001). This factor will be applied based on an estimated ___ inspections.
2. $200 for quoting an alternate item if only a local technical evaluation is involved, plus an additional $1200.00 for each required Engineering Support Activity evaluation (see DLAD 52.217-9002).

**MANUAL EVALUATION**: **If there are no qualified quotes, or AutoIDPO is unable to make price reasonableness or contractor responsibility determinations, the contracting officer will use price and other factors (delivery, past performance) to evaluate quotes. See ABVS provisions, page 21, paragraph 12(b).**

**IDPO CONTRACT**: **The IDPO order will incorporate this Simplified Purchase Agreement by reference, including the following terms and conditions which will be provided in full text:**

NOTICE: This is an offer for an Indefinite Delivery Purchase Order (IDPO) contract for a period of two years for the item of supply listed in the solicitation item description.

(a )The IDPO contract will provide coverage for DLA orders for stock replenishment. Prices are FOB _____ with LOGMARS Bar Code marking and MIL-STD-2073 packing (current revision).

(b) The estimated annual demand quantity for the item of supply is ___. This is an estimate only and is not purchased by this contact.

(c) This IDPO order contains the terms and conditions of the contract. It is an offer by the Government to order at least the minimum quantity of supplies (insert qty and unit of issue) as stated in the first delivery order. The contractor shall furnish to the Government, when and if ordered, the supplies specified in Section B up to an aggregate dollar value of all orders, including the initial order, equal to the simplified acquisition threshold of $100,000 (FAR 52.216-22 Indefinite Quantity).

(d) Such orders may be issued from (effective date) to (final expiration date) (FAR 52.216-18 Ordering).

(e) There is no limit on the number of orders that may be issued during the contract period. The Contractor is obligated to honor individual orders for quantities covered by the incremental quantity ranges specified in Section B. The Government reserves the right to issue orders for quantities not covered by the incremental quantity ranges which the Contractor is not obligation to honor so long as the Contracor provides notification of their intent not to perform within 7 days after the date of order to the administrative contracting officer listed in Block 6 of the delivery order. Failure to provide such notice will adversely affect the Contractor's past performance Automated Best Value System score if this order is later cancelled at other than the Government's request (FAR 52.216-19 Order Limitations). For informational purposes only, and without any obligation, the Government anticipates ____ orders per year.

(f) In pricing delivery orders requiring delivery of one NSN to multiple destinations, the price for each destination will be based on the quantity range price based on the total quantity of the NSN being procured under each delivery order regardless of destination.

(g) The Government's minimum obligation under the IDPO contract is the quantity of the first delivery order (___ each). This minimum order quantity is inclusive of the entire contract period (base and option years). In no event shall the Government be obligated to place follow-on orders for additional quantities above the minimum under this agreement.

(h) The contractor's method of accepting the IDPO contract (for the first delivery order and all follow-on orders) is their performance of the first delivery order.
If the contractor accepts the Government's IDPO offer by furnishing the supplies in the first delivery order, an IDPO contract is formed and the contractor agrees to honor additional orders at the price quoted for the quantity range that will cover the total quantity on the order (regardless of destination). After the first yeat, the Contractor may request that the IDPO be terminated at no cost or liability to either the Contractor or Government. If the Contractor desires such a termination after it receives an order in the second year, it shall notify the Contracting Officer in writing or electronically, no later than seven (7) days after receipt that it cannot fulfill the order, and that termination of the order and the IDPO is desired. Absent such notice the order will be a legally binding contract, and the Contractor will be expected to complete the order.

(i) There will only be one IDPO contract per NSN. It is an indefinite quantity contract (IQC) and is not to be considered a requirements type contract.

(j) The IDPO will be distributed via email notification with a Web link to an electronic copy of the DD Form 1155, Order for Supplies or Services. Delivery orders, citing the basic agreement,

will be transmitted via DPACS Electronic Data Interchange (EDI) to contractors who are DPACS EDI capable. Contractors who are not DPACS EDI capable will receive their delivery orders via email award notification containing Web links.

(k) Numbering: The uniform procurement identification numbering (PIIN) system will be used. The IDPO contract and delivery orders issued there under will be distinguished by a “D” in the ninth position and a “5” or “6” in the tenth position, of the PIIN. An “A” through “K” in the eleventh position of the PIIN denotes an AutoIDPO contract, while an “L” through “M” in the eleventh position denotes a manually evaluated IDPO contract. The Delivery orders will be serially numbered with sub-PIIN numbers 0001 through 9999.