

2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 4-22-03	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
--------------------------------------------	-------------------------------------	----------------------------------	---------------------------------------

6. ISSUED BY CODE	7. ADMINISTERED BY <i>(If other than Item 6)</i> CODE
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Defense Supply Center Philadelphia
DSCP-PB K. Arabia 215-737-2252
700 Robbins Avenue
Phila., PA 19111

8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	(X)	9A. AMENDMENT OF SOLICITATION NO. SP0103-02-R0002
	X	9B. DATED <i>(SEE ITEM 11)</i> 1-31-02
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED <i>(SEE ITEM 13)</i>
CODE		FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Subject solicitation is hereby amended:

Change Page 8 Cost Recovery Rate to: 5.5%

All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i> KATHLEEN M. ARABIA		
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE	OF	PAGES
			1		1

2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 1-9-03	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
--------------------------------------------	------------------------------------	----------------------------------	---------------------------------------

6. ISSUED BY CODE	7. ADMINISTERED BY <i>(If other than Item 6)</i> CODE
----------------------	----------------------------------------------------------

Defense Supply Center Philadelphia
DSCP-PB K. Arabia 215-737-2252
700 Robbins Avenue
Phila., PA 19111

8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>	(X)	9A. AMENDMENT OF SOLICITATION NO. SP0103-02-R0002
	X	9B. DATED <i>(SEE ITEM 11)</i> 1-31-02
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED <i>(SEE ITEM 13)</i>
CODE		FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Subject solicitation is hereby amended:

Change the offer due date as shown in Block 8 o f page 1 FROM: January 31, 2003 TO: January 31, 2004

Page 8 Cost Recovery Rate is changed to 9%.

All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i> KATHLEEN M. ARABIA	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

PAGE 1 OF
1 of 63

2. CONTRACT NO.

3. AWARD EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

SP0103-02-R0002

6. SOLICITATION
ISSUE DATE
Jan 31, 2002

**7. FOR SOLICITATION
INFORMATION CALL**



A. NAME
Kathy Arabia

B. TELEPHONE NUMBER (NO COLLECT CALLS) / E-Mail
kmarabia@dscp.dla.mil (215) 737-2252

8. OFFER DUE DATE
Jan 31, 2003

9. ISSUED BY

CODE

SC0700

Defense Supply Center Philadelphia
ATTN: Kathy Arabia, DSCP-PB
700 Robbins Avenue
Philadelphia, Pa. 19111

10. THIS ACQUISITION IS

- UNRESTRICTED
- SET ASIDE: % FOR
 - SMALL BUSINESS
 - SMALL DISADVANTAGED
 - 8(A)
- SIC:
SIZE STANDARD:

11. DELIVERY IS FOR FOB
DESTINATION UNLESS
BLOCK IS MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

13b. RATING

14. THIS ACQUISITION IS

RFQ IFB RFP

15. DELIVER TO:

CODE

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/
OFFEROR

CODE

FACILITY
CODE

18a. PAYMENT WILL BE MADE BY

CODE

TELEPHONE NO.

17.B. CHECK IF REMITTANCE IS DIFFERENT AND SUCH ADDRESS IN OFFER

18.b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See SECTION 2, CONTINUATION OF BLOCKS FROM SF 1449				
	SEE RFP "STATEMENT OF WORK" This RFP is effective 1/30/02 through 1/30/03				
	(ATTACH ADDITIONAL SHEETS AS NECESSARY)				

25. ACCOUNTING AND APPROPRIATIONS DATA

26. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

27b. CONTRACT/ PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES.
TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET
 FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO
THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE _____ OFFER
DATED _____ YOUR OFFER ON SOLICITATION
 (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET
FORTH.

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30 c. DATE SIGNED

31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE
CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

PARTIAL FINAL
36. PAYMENT COMPLETE PARTIAL FINAL

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE SIGNED

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

42a. RECEIVED BY (PRINT)

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41 c. DATE SIGNED

42b. RECEIVED AT (LOCATION)

42 c. DATE REC'D (YY/MM/DD)

The Defense Logistics Agency (DLA) and the Joint Electronic Commerce Program Office (JECPO) developed the Department of Defense Electronic Mall (DoD EMALL) to streamline the acquisition of spare parts for our military customers. The DoD EMALL is an internet-based ordering service that will allow our worldwide customers to “shop” via a web page for their requirements, determine from multiple sources what is available (price, delivery, and technical characteristics), and place an order to satisfy their requirements. The DoD EMALL web site will be available 24-hours a day, seven-days a week, and all product specifications and prices will be updated instantaneously.

Participation on the EMALL is free of charge to all vendors. All that is required is a DoD EMALL contract and the ability to participate in the DoD EMALL architecture. This innovative process change offers you the potential to increase your business opportunities while reducing your sales. Costs. Your participation in the DoD EMALL allows you to update prices, display parts availability or delivery capability, show technical specifications and pictures of your merchandise, and choose how you want to receive your orders (EDI delivery orders or Government credit card). You will enjoy worldwide exposure for your products targeted directly to Military and Federal end-use customers, 24 hours a day, 7 days a week. The EMALL is intended for Government users only, but vendors can view the EMALL without seeing price or delivery, at **<http://www.emall.dla.mil>**.

The EMALL will allow our customers to do real-time comparison shopping among multiple sources, including DLA inventories. Information made available through the EMALL to DLA customers may include inventory availability, product data sheets, GIF (Graphical Image File) images or the selected parts, CAD (Computer Aided Design) models, and other information as determined appropriate to assist the customer in making item decisions.

The EMALL permits vendors to participate and offer products by three different methods. The first method is called the ***Contractor-Hosted Catalog Approach*** and is based on vendors maintaining their own distributed database on their own server. The second method is called the ***Third Party Hosted Catalog Approach*** and is based on vendors submitting a database to a commercial host. The third method is called ***DoD Hosted Catalog Approach*** and is based on the Government maintaining the vendor's database. All three methods will be equally accessible to EMALL customers to search for, evaluate, and select products for purchase.

The types of parts of primary interest for inclusion in the EMALL can be found at internet site: **<http://www.dscp.dla.mil/gi/general/prodgrps.htm>**. It is our intent to award those catalogs where DSCP manages the preponderance of items found in catalog. If the preponderance of items in vendor catalog/s is managed by another DLA field activity, the vendor will be referred to same. **Solicitation links for all three DLA centers is located at the DLA web page www.supply.dla.mil.**

Each offeror **must submit a proposal** in accordance with the requirements of this solicitation. SEE PAGE 3 FOR INSTRUCTIONS.

Instructions for responding to this solicitation

Complete Page 1 SF1449:

Block 11: The F.O.B. point citation will be Destination and specific delivery locations will be cited on individual Delivery Orders. For items shipped out of the Continental United States (OCONUS) the F.O.B. point will be the domestic port of loading or the Containerization, Consolidation Point (CCP) as cited in each order.

Block 15: The delivery location(s) will be provided with each Delivery Order.

Fill out blocks 17a, 17b, 30a, 30b

Blocks 19-24 will be taken from your catalog submission

Submit catalog as required in accordance with #4 Data Content Management. (Page #6)

Select payment method in accordance with #5 Order and Payment Process – attachment #5 (Page #7)

Fill out the blanks listed in the following clauses:

- 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 97)
- 252.223-7001 Hazard Warning Labels (Dec 91)
- 52.212-3 Offeror Representations & Certifications – Commercial Items (May 01)
- 252.212-7000 Offeror Representations & Certifications – Commercial Items (Nov 95)
- 252.225-7000 Buy American Act – Balance of Payments Program Certificate (Sep 99)

Submit a Technical Proposal and Business Proposal as described under Addendum to 52.212-1 Instruction to Offerors – Commercial Items (Oct 2000) (Pages 44-49)

All contractors must be registered in the Central Contractor Registration – see clause 252.204-7004 Required Central Contractor Registration (Nov 2001) (Pages 62-63)

Section 2
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Attachments:

- 1 Contractor Hosted Approach (Eport to PartNet)**
- 2 Vendor Information (to be submitted with proposal)**
- 3 Catalog Loading Format for DoD EMALL**
- 4 Transportation Instructions**

SECTION 3

SUPPLIES

0001 INDEFINITE QUANTITY TYPE CONTRACT FOR SUPPLIES FOR EMALL
CONTRACTOR TO PROVIDE A PRICED COMMERCIAL CATALOG OF VARIOUS ITEMS FOR EMALL
(NSP*). FOR SPECIFIC REQUIREMENTS, SEE BELOW.

- NOT SEPARATELY PRICED

GUARANTEED MINIMUM AMOUNT \$100.00
MAXIMUM ANNUAL ESTIMATED AMOUNT: \$1,500,000.00

DOD ELECTRONIC MALL (EMALL) **STATEMENT OF WORK**

Notice: The Government anticipates awarding multiple contracts and/or Blanket Purchase Agreements (BPA's) under this RFP. The contract type will be an Indefinite Delivery/Indefinite Quantity Contract (IDIQ) covering a one (1) year base plus four (4) option years. BPA's will also cover a one-year base plus four option years. In accordance with clause 52.216-22, the EMALL IDIQ contracts will be subject to a guaranteed minimum of \$ 100.00. The estimated annual maximum contract value is \$1,500,000. BPA's will be subject to an individual order limitation of \$2,500.00. The terms and conditions of BPA's may vary from the terms and conditions set-forth in IDIQ contracts. The determination as to whether to use a BPA vice IDIQ contract will be at the sole discretion of the Contracting Officer. This will be discussed during negotiations.

1. Scope of Work

This Statement of Work (SOW) defines the requirements for the application of the **Department of Defense** Electronic Mall (DoD EMALL). Through the DoD EMALL, military customers and other authorized users, can search for and order spare parts and other needed logistics support items conveniently and quickly. DoD EMALL customers can place orders for items that are in DLA stock or directly from vendors who are participating in the DoD EMALL.

2. Concept Goals

The DoD EMALL consists of a powerful search engine that quickly provides information on products, prices, and delivery options. DoD EMALL features include:

- a. Customers may search for items by National Stock Number, NIIN, CAGE and part number, product name, or item characteristics.
- b. All vendor items must be covered by long term contractual arrangements which permits customers to order items to be shipped directly from the vendor at discounted prices.
- c. DoD EMALL customers are able to acquire items by traditional MILSTRIP requisitions or with the IMPAC credit card.
- d. The DoD EMALL allows customers to do real-time comparison shopping from multiple sources, including DoD inventory. Information made available through the DoD EMALL to customers may include price, inventory availability or delivery terms, product data sheets, GIF images of the selected part, CAD models, and other information as appropriate to assist the customer in making purchase decisions.

3. General Requirements

The Defense Logistics Agency does not warrant the accuracy, completeness, or timeliness of information provided through DoD EMALL. The Defense Logistics Agency and the DoD EMALL support contractors shall not be held liable for loss or damages resulting from information provided through these systems. The Defense Logistics Agency reserves the right to change the terms and conditions for participation in the EMALL. Vendors will be notified of such changes at least 15 calendar days prior to implementing changes that impact vendor participation. Vendors can terminate participation at their discretion if the changes are unacceptable.

Participation in the DoD EMALL can be terminated by the vendor for any reason at any time provided that ten working (10) days written notice is given and confirmed by the Contracting Officer. Individual delivery orders already placed with the vendor prior to confirmed termination remain in effect. (Also see FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS, paragraphs [l] and [m] at SECTION 4). Participation in the DoD EMALL is not transferable. In addition, the Government will not terminate any contract until the guaranteed minimum has been met.

4. Data Content Management

a. **Contractor-Hosted Catalog Approach.** The Contractor Hosted Approach **is the preferred method** for participation in the EMALL. The contractor allows the DoD EMALL to access product information from their in-house contractor-hosted catalog database (Contractor server) using EMALL software that facilitates the electronic commerce process. Contractors who choose this approach will maintain their own catalog data in-house and ensure continuous access to it by DoD EMALL customers. The Government will furnish the contractor with the PartNet software and ePort. The PartNet software queries each remote vendor's catalog database according to query criteria submitted by a customer over the Internet. Results are returned to the customer in a single, integrated view. Note: For detailed information see Attachment 1.

b. **Contractor -Hosted Catalog Approach using a Third (3rd) Party Service Provider.** The contractor's commercial catalog may be hosted by a third party catalog hosting service selected and paid for by the Contractor's company. The Third Party Host must agree to use the PartNET software as an ePort to ensure uniformity in search engines. Contractors who choose this approach will maintain their catalog data with tools to be provided by the Third Party Host. Agreements between the Contractor and the Third Party Host must cover maintenance of the catalog data and ensure continuous access to it by DoD EMALL customers. The Third Party Host must include the required data elements listed below, be able to execute the ANSI transaction sets specified in this solicitation, and be capable of receiving shipment status from the Contractor for posting to the DoD EMALL. **A list of potential Third party hosts is available upon request at kmarabia@dscp.dla.mil or by calling (215)737-2252**

c. **DoD Hosted Catalog Approach.** The third method is to allow the DoD to host your data for one year at no charge. Small business would be allowed to continue beyond one year at a cost, large businesses must find alternative means to host their data after one year. The cost will be based on a transaction fee not yet determined.

d. Product/Catalog Data Elements.

1. To participate in the DoD EMALL, contractors **must provide** all of the following data elements:

Vendor Part Number	Price
Product name	Manufacturer Name
Product Description	Manufacturer Part Number
Unit of Issue	Quantity per Unit of Issue
Delivery Terms – The contractor shall state delivery in terms of the number of days AFTER RECEIPT OF ORDER	

2. The EMALL prefers contractor to provide the following additional data elements:

National Stock Number (NSN)	Product Weight Unit of Issue
Universal Product code (UPC)	Product Length
Trade name	Product Width
Product Image	Product Height
Product Weight	Product Dimension Unit of Issue
Product Shipping Weight	Product Origin
Cage Code	

3. These lists of data elements apply to both data content approaches. Additional characteristics are available. See attachment 3 for additional information.

5. Order and Payment Process

a. *Order Process.* Vendors can receive orders via EDI or encrypted e-mail (for credit card orders only). The EDI orders will be in conformance with ANSI X12 version 3050. Additional EDI transactions may be required such as:

- 850 Purchase Order
- 855 Purchase Order Acknowledgement
- 856 Advance Ship Notice
- 810 Invoice

b. *Payment Process.* EMALL vendors may choose to receive payment directly via customers credit card (i.e., VISA or Master Card) and by invoicing DFAS. The following chart summarizes the vendors payment options:

Vendor Option	Receive Order Via	Receive Payment from	Provide Order Status Via
1 – <i>Government Credit Card</i>	Encrypted email	Customer's credit card	Update to Government web site
2 – <i>DFAS Invoicing</i>	EDI 850s	DFAS after submitting invoice	EDI 855s and/or 856s
<p>1 - Government Credit Card. EMALL will provide delivery orders in text format that is encrypted with the Government shopper’s credit card number and expiration data and transmitted through e-mail. (EDI Delivery Orders are not available for credit card payments.) At the end of each month the vendor must rebate the current Cost Recovery Rate (CRR) for their EMALL direct credit card sales to DFAS . This rebate will be via credit card. A DFAS point of contact will be identified at time of award. Note: This option restricts customers from using MILSTRIP as a payment method.</p> <p>2 - DFAS Invoicing. EMALL vendors will be paid by invoicing DFAS. Invoices to DFAS should be submitted electronically and will be paid by Electronic Funds Transfer(EFT). All EMALL vendors must be registered in the Central Contractor Registry (CCR) in order to receive payment. See DFARS 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (at SECTION 10) and web site http://www.acq.osd.mil/ec for information on CCR registration.</p>			

SEE ATTACHEMENT 2

NOTE: Fast Payment Procedures may be used with the DFAS invoice payment method. See Clause FAR 52.213-1 FAST PAYMENT PROCEDURE (at SECTION 5).

6. Mandatory Sources (DLSC HQ, February 1999)

a. The Government is statutorily obligated to purchase items provided by Javits-Wagner-O’Day (JWOD) sources solely from them. These sources are nonprofit agencies, designated by the Committee for Purchase from People Who Are Blind or Severely Disabled (“the Committee”), that are associated with either the National Industries for the Blind (NIB) or NISH, formerly National Industries for the Severely Handicapped. A contractor receiving an award under this solicitation is required to remove such items from its catalog/storefront. This requirement does not apply if the contractor is an officially authorized JWOD distributor, and acquired such items from JWOD sources. This screening and exclusions

of items from your offer is also required for Federal Prison Industries, Inc. (UNICOR) items.

b. Offerors should contact the Committee at info@jwod.gov or by fax at 703-603-0655 to obtain information on commercial items that must be excluded in accordance with the above policy. Offerors may access the UNICOR Procurement List at <http://www.unicor.gov/> for similar information regarding items that may only be purchased from Federal Prison Industries, Inc. **DLA will** screen and remove any items that DLA is required to purchase under existing DLA Requirements-Type Contracts.

c. FAR 8.003 mandates the use of FAR Clause 52.208-9, CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY, incorporated herein, in all solicitations and contracts that require a contractor to purchase supply items for Government use that are available from JWOD/NIB/NISH sources. The clause reiterates that the JWOD Act's (41 U.S.C. 46-48c) restrictions have applicability, whether the purchase is made directly by the Government or through a contractor.

d. Offerors are encouraged to offer, stock, and distribute NIB/NISH articles. Such an arrangement could be limited to the NIB/NISH items deleted from the contractor's database, or it could include a variety of other JWOD items. Contact the contracting officer for further details.

7. Price

a. *Pricing Methodology.*

- 1) EMALL prices shall be as low or lower than prices offered to the vendor's most preferred customers for similar items and **annual** sales volume.
- 2) The DoD EMALL will add the DLA Cost Recovery Rate to vendor prices (currently the rate is 9%). Vendor prices must include any applicable taxes, shipping and handling costs.
- 3) a) Vendors may provide quantity discounts as DoD customers often buy in bulk.
b) Vendors may set Regional Prices under which prices are based on shipping destinations. Regional pricing allows vendors to set pricing zone zip codes or country codes and map prices to specified regions.
c) Pricing can also be set for ground, next-day, or two-day shipping.

b. *Price Updates.*

- 1) Contractors must notify the contracting officer in writing of price increases of 10% or more 30 days prior to the effective date of the price increase and provide price documentation (Note: This percentage threshold can be as a result of a one time increase in price or a cumulative increase in price within a 12 month period). Contractors are free to update pricing on a near real-time basis in order to remain competitive with other sources .
- 2) The Government reserves the right at any time to review price changes to the EMALL. If the Government determines that a price change is not reasonable, participation in the EMALL will be suspended pending action by the contractor to justify or lower their price. Nevertheless, any changes to basic contract pricing methodology or discount structure must be agreed upon by both parties and confirmed by bilateral modification prior to updating the database.
- 3) Any orders issued prior to the effective date of a price change will be honored at the prices stipulated within the order.

8. Delivery

a. The vendor will establish direct vendor delivery time frames in days (specify by After Receipt of Order "ARO") or may provide inventory availability (quantity on hand ready for shipment), for each item in the database. Contractors shall honor the posted delivery times shown at the time the order was placed by the customer. Contractors may change the database delivery schedules at any time and are not required to notify the contracting officer. Orders will be filled within the timeframe posted on the DoD EMALL at the time the order was placed. Contractors who fail to meet delivery time frames can be suspended from DoD EMALL participation.

b. Vendors will be required to indicate whether or not they are willing to accept high priority shipments by checking one of the following:

() We will accept high priority shipments in accordance with the timeframes listed below.

() We will not accept high priority shipments in accordance with the timeframes listed below. If choosing this option, vendor agrees that if a high priority order is received, that this order is to receive first priority.

c. If elected above, Urgent or High Priority orders shall be shipped within 24 hours ARO. Urgent or High Priority orders are identified as *Issue Priority Group I (IPG I)* requirements (i.e., Priority Designators 01, 02 and 03) citing Not Mission Capable Supply indicators of 999, N__ or E__ and/or Office of the Secretary of Defense/Joint Chiefs of Staff projects codes beginning with "9".

d. Terms are F.O.B. Destination. For Foreign Military Sales and OCONUS destinations, F.O.B. Destination to the port of embarkation or the Containerization, Consolidation Point (CCP) within CONUS applies.

9. Packing and Marking

All direct vendor shipments will be packaged in accordance with ASTM D 3951 CONUS. Commercial packaging shall be adequate to ensure all supplies are delivered without damage and normal government storage can be accomplished without degradation of materials furnished.

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 according by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-Manufactured Wood Packing Enforcement Regulations both dated May 30, 2001. All wooden pallets and containers produced of non-manufactured hard-wood species shall be identified by a permanent marking of "NC," 1.25 inches or greater in height, accompanied by the CAGE code of the contracted manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on opposite sites and ends 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.

Bar Coding is NOT required at this time.

10. Shipping

DSCP General & Industrial Transportation Office fax number 215-737-8400

A) The customer will provide shipping address for each order placed through the DoD EMALL system.

B) Except for shipments via the United States Postal Service (USPS), shipment shall be made by traceable means. Shipments via the USPS shall be made by a postal service for which the USPS offers one of the following tracing or delivery confirmation services:

- Certified Mail with Return Receipt
- Delivery Confirmation
- Signature Confirmation

- USPS Track/Confirm Service

Descriptions of USPS tracing and delivery services, including when they can be used are available at www.usps.gov

C) Shipments to customers in the Continental United States (CONUS) (includes shipments to Alaska and Hawaii that weigh 150 pounds or less) shall be shipped to the address on the order.

D) Overseas shipments (OCONUS)

1. APO/FPO shipments within U.S. Mail limitations (up to 70 lbs and 108" in girth) will be shipped via parcel post to the APO/FPO address cited on the order. Do not ship using UPS or Federal Express to APO/FPO addresses. For shipments to APO/FPO addresses over the Parcel Post limitations contact the Transportation Office at the Defense Supply Center Philadelphia for shipping instructions. Parcel post shipments to an APO/FPO address must be marked below the return address: "Contents FOR OFFICIAL USE – EXEMPT FROM CUSTOMS REQUIREMENTS."

2. Shipments to customers in Other than the Continental United States (OCONUS) (including shipments to Alaska and Hawaii that weigh more than 150 pounds): According to the priority rating of the order the vendor will ship the material directly to the customer via either commercial carrier, United States Postal Service (USPS), or to a Consolidation and Containerization Point (CCP) for forwarding to the customer via the Defense Transportation System (DTS) or Air Mobility Command (AMC). There are two CCPs as follows:

- Defense Distribution Depot Susquehanna, PA – receives shipments destined for customers in Europe, Middle East, Central/South American, Azores and Africa
- Defense Distribution Depot San Joaquin, CA – receives shipments destined for customers in the Pacific, Hawaii and Alaska.

3. For direct shipments for CONUS origins to OCONUS destination, or within OCONUS, the vendor will address the shipment to the address provided on the order.

4. For shipments to a CCP, the vendor will address the shipment to the appropriate CCP using one of the following addresses:

W25N14
XU CONSOL AND CONTAINERIZATION PT
DDSP NEW CUMBERLAND FACILITY
BLDG 2001 CCP DOOR 135 THRU 168
NEW CUMBERLAND PA 17070-5001

W62N2A
XU DEF DIST DEPOT SAN JOAQUIN
CCP WHSE 30
25600 SOUTH CHRISMAN RD
TRACY CA 95376-5000

In addition the vendor will mark each CCP shipment with a "Mark For" forwarding address, using the shipping address that will be provided on the order. All shipments to a CCP will use a DD Form 1387 Shipping Label as prescribed in MIL-STD-129.

5. If the shipping address on the order is a postal address, the vendor will use the USPS to ship the material to the customer. OCONUS shipments to postal addresses will not be shipped through the CCP. If the shipping address on the order is a postal address and the material cannot be shipped via USPS, or the postal address is an OCONUS address and the vendor has not offered to ship direct to OCONUS, the vendor will contact the DSCP G& I Transportation Office via fax (215-737-8400) for shipping instructions.

6. When shipping hazardous material to OCONUS destination from CONUS, whether direct or through a CCP, the vendor shall comply with export regulations concerning phytosanitary restrictions OCONUS and applicable modal requirements. All packages of Hazardous material being shipped to OCONUS destinations shall be marked in accordance with MIL-STD-129 and the applicable modal regulation for the transportation mode being used. If surface, the International Maritime Dangerous Goods Code Applies, if commercial air, than the International Air Transport Association

requirements apply, if military air, than AFJMAN 24-204-TM 38-250/NAVSUP PUB 505/MCO P4030.19/DLAI 4145.3 applies.

E) Global Transportation Network (GTN) Interface. The vendor may be required to interface with the Government's Global Transportation Network to enable the Government to track and trace vendor shipments. If required, the vendor shall provide the GTN with an appropriate electronic data transaction set in ANSI X-12 EDI standard, to enable the Government to track shipments by TCN.

F) Shipments to a Cargo Assembly Point/Consolidation and Containerization Point (CCP).

CCP, New Cumberland, PA
301 CCP, Tracy, CA

a) Except for categories set forth in (c) below and supplies that vendors has offered to ship direct to OCONUS customers, supplies for OCONUS customers are scheduled for delivery to a consolidation and containerization point (CCP). Complete shipping instruction will be furnished by the DSCP G&I Transportation Office.

b) Application form for export clearing/export traffic release, DD250 and/or DD1659 is required for each shipment to the CCP. The form is available via the Internet at <http://web1.osd.mil/icdhome/ddeforms.htm> or may be requested from the DSCP G&I Transportation Office.

c) The following categories of supplies will not be forwarded to the CCP unless specifically authorized. In these instances, contact the DSCP G&I Transportation Office (fax #215-737-8400) for amended shipping instructions and if necessary, modified packing requirements:

(1) Airlift Qualifying Priorities:

Priority 1, 2, 3 = TP1

Priority 4 – 8 = TP2 and should be offered for Airlift either using WWX Premium service
Contract or AMC channel Missions

Priority 9-15 is surface via ocean through the CCPs

(2) Shipments or a combination of shipments that economically fill a container for a single consignee

(3) Single items oversize for a 20 foot container with maximum item dimensions of 85 inches height by 85 width by 228 inches length, or occupying 50 percent or more of the space in a 40 foot container.

(4) Foreign Military Sales shipments

(5) Shipments requiring refrigeration/temperature control

(6) Shipments of classified or sensitive material requiring signature service.

(7) shipments of radioactive materials

d) Notwithstanding the preparation for delivery provisions cited elsewhere in this solicitation/contract, commercial packaging/packing provisions (ASTM D3951-98) are applicable to shipments to the CCP, except-shipments to the CCP of petroleum products, liquid substances, and materials defined as hazardous shall be packaged in accordance with the applicable modal regulations in DLAD 4145.41

e) All shipping documents (Government or commercial bills of lading or other delivery documents) shall be annotated in the description of articles space by the Contracting with:

(1) Transportation Control Number

(2) Required Delivery Date and Transportation Priority

(3) "Mark For" DODAAC and address of ultimate consignee

f) One copy of the contract shall be attached to the #1 shipment container in a waterproof envelop.

g) For all shipments to CCP, New Cumberland, PA, annotate the CBL/GBL with the notice, "Carrier to call 717-770-6969/7172 at least one day preceding delivery.

h) For all shipments to CCP, San Joaquin (Tracy), CA, annotate the CBL/GBL with the notice, "Carrier to call 209-839-4518 at least one day preceding delivery.

G) Urgent shipping is not required at this time.

H) The Government will not pay for parcel post insurance.

I) Parcel Post shipments will be sent to water or Aerial terminals. Contact the transportation office for instructions.

J) For Shipments containing more than one package per line item, contact the transportation office for instructions.

11. Order Status

Order status shall be provided using the vendor's current customer support system.

12. Surge Capacity and DPAS Ratings

a) At a future time, based on mutual agreement between the government and the vendor, a surge capability may be established based on projected needs. Recognizing the unique requirements of the Department of Defense (DoD) and its national security role, those vendors offering items required to support surge requirements in time of national emergencies or deployment of DoD resources will be requested to participate. If additional inventory is required to support surge requirements identified by the Contracting Officer, the cost of surge inventory will be negotiated with the vendor separately.

b) In the event of a contingency or state of war (declared or not) the vendor is required to have the ability to integrate shipments into the Defense Transportation System (DTS) in strict compliance with MILSTAMP requirements. Where shipments are undeliverable to a location, the vendor shall contact the DSCP G&I Transportation Office for possible redirection of shipments.

13. Product Quality

Vendors must have the ability to provide the specific manufacturer's parts listed in their database. The vendor shall supply the exact item specified in the delivery order. If unable to satisfy the customer's order, the Contracting Officer must be notified. No unauthorized substitutions are allowed. Surplus or rebuilt material is **NOT** permitted. It is important to note that the customer may order by NSN or part number. If a customer orders by NSN, parts to be supplied shall be the exact government approved manufacturer's parts.

14. Adding/Deleting Products After Contract Award:

After contract award, the vendor is authorized to submit requests for addition of new or replacement parts to the DoD EMALL. These requests must be submitted in the format stated on Page 5 to the contracting officer for price reasonableness evaluation.

The contractor will screen the new products or additional items for compliance with mandatory source requirements. The Government will exclude any catalog items that are the exact same product offered through JWOD, UNICOR or other mandatory sources. Proposed items will also be excluded if they are already covered under existing Requirements Type Contracts.

Upon approval of the additional items, the Contracting Officer will provide written authorization to the vendor to add the new items to the DoD EMALL. The vendor is authorized to unilaterally delete items from the DoD EMALL; however, orders placed prior to deletion of the items shall be filled.

15. Warranty

Warranty provisions are provided at FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (at SECTION 4). Vendors must offer EMALL customers, warranty terms at least as favorable as those offered to the general public in customary commercial practice.

16. Phase-in Period

Contractor must be prepared to accept, transmit, and process orders within 45 days after the effective date of the contract. During this period, two tests will be performed with the EMALL. The first test will be with the EMALL search engine to ensure catalog interoperability. The second test will be an end to end test where an item will be purchased from the vendor through the EMALL system. If complete functionality is not attained during the 45-day time frame, either party may withdraw from this contract at no cost to either party, with written notice.

17. Performance

The Defense Logistics Agency will evaluate performance of participating members periodically. Price, Delivery, Quality, and conformance to the EMALL contract will be reviewed. Vendors who fail to comply with the material conditions of this contract will be suspended from participating in the EMALL until the vendor can demonstrate, to the satisfaction of the Contracting Officer, plans for improving performance. Also see FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (at SECTION 4).

18. REGISTRATION

To be eligible for a contract award or BPA, each Offeror must be registered with the Central Contractor Registration (CCR) prior to contract award (see clause 252.204-7004). CCR is the "single DoD registration for contractors who conduct business or who are interested in conducting business with the Department." Defense procurement and finance policies, issued February 10, 1997, requires contractors to be registered in CCR for consideration of future solicitations, awards, and payment. Some of the information required by

CCR is the type of goods or services a company offers and their geographical performance preferences. DoD Contracting Officers worldwide will use CCR to identify sources and financial officers (in the U.S.) to make payments.

To register in CCR, you may use any of the following methods:

Department of Defense
ATTN: Central Contractor Registration Assistance Center
1700 N. Moore St., Suite 1425
Arlington, VA 22209
Phone: 1-888-CCR-2423

-- OR --

Fax your registration application to CCR at 1-703-696-0213. A registration application may be obtained via facsimile by calling Fax-on-demand system at 1-703-696-0504.

-- OR --

Input the data directly to CCR through the interactive World Wide Web application at <http://www.ccr2000.com>

If you need additional contractor registration information, call 1-800-334-3414, send electronic mail to dodedi@acq.osd.mil or visit Home Page at <http://www.acq.osd.mil.ec>. For additional information, see clause 252.204-7004.

19. SUBCONTRACTING PLANS. A brief overview describing the Offeror's subcontracting plan shall be submitted in accordance with Section II, "Proposal Preparation Instructions." This overview will not constitute a detailed subcontracting plan. However, if the aggregate orders received during the contract period of performance for the base and/or option years exceed \$500,000, the contractor will be required to comply with clause 52.219-9, FAR Subpart 19.7. The Contracting Officer will notify the Contractor when a detailed Subcontracting Plan is required. The Contracting Officer will submit the plan to the Office of Small Business for review and approval. Failure to comply with this requirement and/or to obtain an approved subcontracting plan may result in suspension from the EMALL program.

20. Regional Pricing Option. Technological program enhancements allow Contractors to price their products based on OCONUS AND CONUS destination points, by zip code or zones; by economic order quantity, and/or by shipping methodology (Ground Transportation, Next Day Air, or 2nd Day Air). Please contact the contracting office, **prior** to proposal submission, for further details: Email: kmarabia@dscp.dla.mil

Geographical Area. With this option, contractors may provide commercial product pricing, F.O.B. Destination, based on various geographical regions, zip codes or zones both within the U.S. and outside of U.S. Destination point.

Quantity. Offeror's may provide commercial product pricing based on economic order quantities (i.e from 1 to 10; 11 to 20, 21-50 units, etc.).

Shipping Methodology. Offeror's may provide commercial product pricing based on shipping products by Ground transportation such as UPS Ground; Next Day Air, or 2nd Day Air.

All three approaches or any combination thereof may be used by the Offeror. Offeror's who want to participate in Regional Pricing must clearly state this in both the pricing section of their proposal as well as the corporate introduction. (See proposal preparation instructions in section II). Participating in the Regional Pricing Option may require that the Offeror develop "Stored Procedures" to execute this task. The Offeror will be provided with specific information after the contract award. Note: This option is not presently available, but may be available within the next couple of months).

21. Regional Catalog Option. Technological program enhancements allow Contractors to have their catalogs shown to Defense Logistic's Center customers **only** in specific geographical regions as specified in your proposal. With this option, DSLC customers will be limited to viewing and shopping contractor's commercial catalogs based on the geographical region selected by the contractor for viewing. Offeror's who want to limit their commercial catalogs to specific geographical regions must state this in their proposal and designate the specific geographical shopping areas. Please contact the contracting office, **prior** to proposal submission, for further details: Email: kmarabia@dscp.dla.mil

22. Designating Environmentally Preferable Products:

The Department of Defense and Civil Agencies encourage procurement of environmentally friendly products. Products that meet specific standards are identified with a "Green Tree" symbol to help Government personnel readily identify these items when shopping on the DoD EMALL. Contractors awarded a contract as a result of this solicitation may "self declare" that their products meet or exceed one or more of the environmental standards that have been approved for use by DLA. These standards include:

a. Comprehensive Procurement Guidelines (CPG) – This designation applies when an item meets or exceeds Product Comprehensive Guideline – Recovered Materials Advisory Notices (RMAN). A list of products meeting this criterion is located at:

<http://www.epa.gov/epaoswer/non-hw/procure/index.htm>

b. Energy Efficient Products (EE) – This designation applies when an item meets or exceeds Department of Energy (DOE) Products Standards – products in the top 25 percent of energy efficiency for all similar products, or at least 10% more efficient than required by DOE standards, or that meet efficiency criteria of the EPA FDOE Energy Star label. See URL:

<http://www.eren.doe.gov/femp/procurement/begin.html>

c. DOE Water Conserving Products – This designation applies to plumbing fixtures that meet or exceed the DOE Federal Energy Management Program (FEMP) recommended performance standards for flow rates, and are in the upper 25% of energy efficiency of that product group. See URL:

<http://www.eren.doe.gov/femp/procurement/begin.html> for a list of DOE Water Conserving Products

d. State of California Low Volatile Organic Compound (VOC) Products – Any product that meets the VOC January 2000 content requirements that are established in the California South Coast Air Quality Management Source Specific Standards and are more strict than the Federal VOC content limits, established per the CAA Section 18(e), and meet mandated EPA Clean Air Act sec 183 standards may be identified with the “green tree”. See URL:

<http://www.arb.ca.gov/drdb/sc/cur.htm> for State of California Low Volatile Organic Compound (VOC) Products.

When a vendor “self declares” that its products meet one or more of the above criteria, a list of the declared products with the applicable standard(s) shall be provided to the contracting officer prior to having this information loaded unto the DoD EMALL. The vendor may submit both Part Numbers and National Stock Numbers (NSN), but NSNs must be approved by the Contracting Officer before being offered on the DoD EMALL. If the vendor asserts products offered under the DoD EMALL are environmentally friendly and meet a criteria other than one of those specified above, the criteria shall be provided to the contracting officer for evaluation.

The vendor is responsible for notifying the contracting officer if the part designated with a “Green Tree” no longer meets the requirements for this designation. Failure to do so could result in suspension from the program.

23. Mapping of Commercial Part Numbers to National Stock Numbers (NSNs) If a successful vendor wishes to have their catalog part number cross referenced to a National Stock Number (NSN) after award, the following information shall be forwarded in an Excel or text delimited spreadsheet electronically to DLIS at droofol@dlis.dla.mil with the following fields: Catalog Part Number, Manufacturer’s Name, Manufacturer’s Cage Code, Item Name, Item Description, NSN

The vendor is required to insure that the item offered is fully equivalent to all applicable specifications for the NSN, including packaging, testing, and/or any other requirements. DSCP will conduct a validation process prior to posting the NSNs to the EMALL. If at anytime, the vendor discovers that the NSN assigned by the mapping process does not meet all or part of the applicable specifications for the NSN, including packaging, testing, or other specific requirements, the contractor/vendor will

notify the contracting officer within 15 days. Failure to do so could result in suspension from the program. NOTE: The Government reserves the right to not cross reference NSNs for some classes of items, including critical and weapon system coded items.

24. Unallowable Items - The following items are not permitted on the DoD EMALL:

- Items requiring source inspection
- Surplus material – or refurbished items
- Weapon System Critical Items
- Items with long lead times or uncertain availability
- Items currently found on Requirements Contracts

SECTION 4

52.212-4 Contract Terms and Conditions -- Commercial Items (Dec 2001)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

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

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

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

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

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include --

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

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

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

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

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

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

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

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

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

SECTION 5

ADDITIONAL CONTRACT TERMS AND CONDITIONS

FAR 52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY (MAR 1996)

(a) Certain supplies to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase from People Who Are Blind or Severely Disabled (Javits-Wagner-O'Day Act (JWOD) (41 U.S.C.48)). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies by the time required, or if the quality of supplies provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies from other sources until the Contracting Officer has notified the Contractor that the mandatory source has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for JWOD central nonprofit agencies are:

(1) National Industries for the Blind (NIB)
1901 North Beauregard Street, Suite 200
Alexandria, VA 22311-1705
(703) 998-0770

(2) NISH
2235 Cedar Lane
Vienna, VA 22182-5200
(703) 560-6800

FAR 52.213-1 Fast Payment Procedure (Feb 1998)

(a) *General.* The Government will pay invoices based on the Contractor's delivery to a post office or common carrier (or, if shipped by other means, to the point of first receipt by the Government).

(b) *Responsibility for supplies.*

(1) Title to the supplies passes to the Government upon delivery to –
(i) A post office or common carrier for shipment to the specific destination; or
(ii) The point of first receipt by the Government, if shipment is by means other than Postal Service or common carrier.

(2) Notwithstanding any other provision of the contract, order, or blanket purchase agreement, the Contractor shall --

(i) Assume all responsibility and risk of loss for supplies not received at destination, damaged in transit, or not conforming to purchase requirements; and
(ii) Replace, repair, or correct those supplies promptly at the Contractor's expense, if instructed to do so by the Contracting Officer within 180 days from the date title to the supplies vests in the Government.

(c) Preparation of invoice.

(1) Upon delivery to a post office or common carrier (or, if shipped by other means, the point of first receipt by the Government), the Contractor shall --

- (i) Prepare an invoice as provided in this contract, order, or blanket purchase agreement; and
- (ii) Display prominently on the invoice "**Fast Pay.**"

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The Contractor shall not include the cost of parcel post insurance. If transportation charges are stated separately on the invoice, the Contractor shall retain related paid freight bills or other transportation billings paid separately for a period of 3 years and shall furnish the bills to the Government upon request.

(3) If this contract, order, or blanket purchase agreement requires the preparation of a receiving report, the Contractor shall prepare the receiving report on the prescribed form or, alternatively, shall include the following information on the invoice, in addition to that required in paragraph (c)(1) of this clause:

- (i) A statement in prominent letters "**No Receiving Report Prepared.**"
- (ii) Shipment number.
- (iii) Mode of shipment.
- (iv) At line item level --
 - (A) National stock number and/or manufacturer's part number,
 - (B) Unit of measure;
 - (C) Ship-To Point;
 - (D) Mark-For Point, if in the contract; and
 - (E) FEDSTRIP/MILSTRIP document number, if in the contract.

(4) If this contract, order, or blanket purchase agreement does not require preparation of a receiving report on a prescribed form, the Contractor shall include on the invoice the following information at the line item level, in addition to that required in paragraph (c)(1) of this clause:

- [I] Ship-To Point.
- (ii) Mark-For Point.
- (iii) FEDSTRIP/MILSTRIP document number, if in the contract.

(5) Where a receiving report is not required, the Contractor shall include a copy of the invoice in each shipment.

(d) *Certification of invoice.* The Contractor certifies by submitting an invoice to the Government that the supplies being billed to the Government have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated by the contract, order, or blanket purchase agreement.

(e) *Fast pay container identification.* The Contractor shall mark all outer shipping containers "**Fast Pay.**"

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of Indefinite Delivery, Indefinite Quantity type contracts resulting from this solicitation.

FAR 52.216-18 ORDERING (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of award through contract completion, not to exceed five years with options exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

NOTE: The Government does not intend to issue delivery orders by mail. Orders will be issued via EDI or encrypted email (for credit card orders only).

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than [\$ 1.00], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of [\$ 100,000.00] ;

(2) Any order for a combination of items in excess of [\$ 100,000.00]; or

(3) A series of orders from the same ordering office within [7 Days] days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [10] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

FAR 52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year from the expiration date of this contract or final scheduled delivery date under any delivery order placed hereunder, whichever is later.

FAR 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT (Mar 2000)

a. The Government may extend the term of this contract for four (4) periods of one (1) year each; provided, that the Government shall give the Contractor written notice of its intent to extend at least 15 days before the contract expires.

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

c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

NOTICE: If the option is exercised, the price for each succeeding year shall be the current adjusted contract price (i.e., the base price adjusted by any price increases allowed within the percentage threshold negotiated prior to award of the base year). Price increases may not exceed the negotiated percentage without express approval of the contracting officer. This ceiling is applied to the EMALL prices shown at the effective date of award or the effective date of the latest option renewal.

DATE CHANGE REQUIREMENTS FOR YEAR 2000 – YEAR 2000 COMPLIANCE

This language applies to any of the following which may be acquired under this contract (or order) :

- a) information technology (IT) and/or
- b) items, components, equipment, systems, etc., which are not considered IT but include embedded microcircuit chips (microchips) with a clock mechanism, timing device or control device (non-IT). This includes any requirement of this contract (or order) falling under a) or b) above which processes date/time data on a stand alone basis as a system, or in conjunction with other products or systems owned by the Government. Additionally, other systems such as order entry systems, EC/EDI equipment system interfaces, and systems that process invoices must also be Y2K compliant.

Any IT or non-IT item acquired under this contract (or order) shall be Year 2000 compliant as defined below. Offers, shall, in submitting their offer, indicate which line items fall under this requirement and whether each is Year 2000 compliant. Failure to be year 2000 compliant at time of award may preclude offerors from receiving an award. The Government also reserves the right to test delivered items for Year 2000 compliance.

Definition: "Year 2000 Compliant," as used in this contract (or order), means, with respect to both IT and non-IT, that the IT and non-IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant IT/non-IT, when used in combination with other IT/non-IT, shall accurately process date/time data if the other IT/non IT properly exchanges date/time data with it.

The capability to process "date/time" data includes, but is not limited to, date/century recognition calculations that accommodate same century and multi-century formulas and date values as well as date data interface values that reflect an accurate and correct day, month, year, and century.

In the manipulation of external data, the Contractor shall ensure that the system works accurately based on correct data input. When a total system is contracted for, the Contractor shall ensure that calculations are accurate and successful in computations involving the Year 2000 and thereafter.

The prime contractor shall ensure their subcontractors' items/products and services provided under this contract are also Year 2000 compliant.

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered non-responsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

DFARS 252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")			ACT

(d) The apparently successful offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

DLAD 52.223-9000 MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (MAR 1992)

(1) This clause is to be used in conjunction with FAR clause 52.223-3, Hazardous Material Identification and Material Safety Data, and DFARS clause 252.223-7001, Hazard Warning Labels. Material Safety Data Sheets (MSDSs) and Hazard Warning Labels (HWLs) shall be required to be submitted by the apparently successful offeror prior to contract award. Notwithstanding paragraph 4. of Federal Standard (FED-STD) 313c (1 March 1988), the contractor shall submit MSDSs and accompanying HWLs to the contracting office, rather than directly to the Defense Supply Center Richmond (DSCR). This will satisfy the FED-STD requirement on the part of the contractor.

(2) The MSDS must cite the solicitation number and the applicable CAGE code of the manufacturer, the part number, and, where so identified, the National Stock Number (NSN).

MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS - DoD EMALL (Jul 00)

(a) This language is used in conjunction with 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. In the event of any perceived ambiguities in the contents of these clauses, this language takes precedence.

(b) A Material Safety Data Sheet (MSDS), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, and a Hazard Warning Label (HWL) (when specified by terms of DFARS 252.223-7001) shall be provided to DSCP-ILEB for any item of hazardous material to be furnished under the terms of this contract or Blanket Purchase Agreement (BPA), whichever is applicable.

(1) Data shall be submitted in accordance with Federal Standard No. 313, whether or not the offeror is the actual manufacturer of these items. Failure to comply with submission of the MSDS will result in the contractor being considered ineligible to provide future requirements for hazardous material under this contract or BPA, whichever is applicable.

(2) The contractor shall submit an MSDS (and HWL, if required) under the contract or BPA whichever is applicable, either:

(i) before award with its proposal, or if this is a BPA with the hazardous material list required by FAR 52.223-3,

(ii) before the first shipment of the hazardous item, per instructions in paragraph (d)(2) below.

(3) Once submitted under the terms of this contract, or BPA, whichever is applicable, the MSDS and HWL will be valid for the term of the contract, or BPA, unless the MSDS or HWL does not conform to the requirements stated in paragraph (b) above, or there is a change in the composition of the item or the requirements of Federal Standard No. 313. If the MSDS or HWL does not conform to the stated requirements, the contractor shall submit a corrected MSDS or HWL upon request by DSCP. If the composition of the item or the requirements of Federal Standard 313 change after submission of the MSDS, the contractor shall submit a new MSDS in accordance with paragraph (e) of FAR 52.223-3.

(4) The MSDS, or an attachment to the MSDS, must cite the contract number of BPA (include call/order number), whichever is applicable, the applicable CAGE code of the manufacturer, the part number, the National Stock Number (NSN)(if known), and the annotation "DoD EMALL". These markings will alert DSCP to process the MSDS quickly as the material is in route to the customer.

(5) The MSDS (and HWL, if required) shall be submitted to the contracting office as specified in paragraphs (c) and (d)(2)below. The MSDS(and the HWL, if required) shall accompany each hazardous shipment under the contract or BPA.

(c) Notwithstanding paragraph (4) of Federal Standard 313C (latest revision), the contractor shall submit the MSDS and accompany HWL, if any, to-

Defense Supply Center Philadelphia

Attn: ILEB, Attn: Eugene Zyplikewycz

700 Robbins Avenue, Philadelphia, PA 19111-5092

Fax #215-737-7066

Email: ezplikewycz@dscp.dla.mil

This will satisfy the contractor's responsibility to submit an MSDS (and HWL, if required) as stipulated by Federal Standard 313, FAR 52.223-3, and DFARS 252.223-7001.

(d) For orders/calls for a hazardous items placed by a Government activity (either directly from the customer or through a DLA procurement office) for delivery under the terms of this contract or BPA, whichever is applicable -

(1) If an acceptable MSDS (and HWL, if required) for the item to be supplied under this order/call HAS BEEN submitted by the contractor under the terms of this contract or BPA, in accordance with paragraph (b)(2)(i) above, the order/call may be accepted and the item may be shipped.

(2) If an acceptable MSDS (and HWL, if required) for the item to be supplied under this order/call HAS NOT BEEN submitted by the contractor under the above terms of this contract or BPA, in accordance with paragraph (b)(2)(i) above:

(i) Shipment shall not be made until the required hazardous documents have been submitted to the contracting officer.

(ii) Contractor shall provide the MSDS/HWL to the contracting officer via email or fax to the above point of contact.

(iii) If an HWL is required and the material is subject to labeling requirements of one of the acts at paragraph (b) of DFARS 252.223-7001, the contractor shall identify on the HWL which act the labeling requirement is under.

(iv) If a shipment is mistakenly accepted when a MSDS has not been submitted in accordance with paragraphs (b) and (c) above, the Government will reject the shipment.

(e) If supplies to be delivered under this contract are considered hazardous as defined by Federal Standard 313 (latest revision) or by the Government's technical representative the following applies:

(1) Notwithstanding inspection at origin, the Inspection of Supplies Clause, or any other provision of this contract, the Government shall have the option to accept at destination supplies damaged in transit and/or nonconforming to the packaging, packing and marking (PP&M) requirements, and by contractor or otherwise and without advance notification to the contractor:

(i) correct such damage and/or nonconformity involving hazardous material; and

(ii) remove hazardous material spills and/or leakage resulting from damage in transit and/or non-conforming PP&M. The contractor shall be liable for all costs related to such correction and removal.

(iii) the rights and remedies provided in this clause are in addition to and do not limit any rights afforded to the government by any other clause of this contract/purchase order.

FAR 52.223-11 Ozone-Depleting Substances (May 2001)

(a) *Definition.* "Ozone-depleting substance", as used in this clause, means any substance the Environment Protection Agency designates in 40 CFR Part 82 as—

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning:

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

SECTION 6

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (Dec 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

X (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

___ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I of 52.219-23.

___ (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
- (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).
- (19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I of 52.225-3.
- (iii) Alternate II of 52.225-3.
- (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
- (25) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

___ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

___ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

SECTION 7

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2001)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

 X 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders
(Dec 1991) (10U.S.C.2416)

 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).

 X 252.219-7003 Small, Small Disadvantaged and Women-Owned
Small Business Subcontracting Plan (DoD Contracts)
(APR 1996) (15 U.S.C. 637).

 252.219-7004 Small, Small Disadvantaged and Women-Owned
Small Business Subcontracting Plan (Test Program)
(JUN 1997) (15 U.S.C. 637 note).

 X 252.225-7001 Buy American Act and Balance of Payments Program
(MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

 252.225-7007 Buy American Act--Trade Agreements--Balance of
Payments Program (SEP 2001) (41 U.S.C. 10a-10d,
19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

 X 252.225-7012 Preference for Certain Domestic Commodities (AUG
2000) (10 U.S.C. 2241 note).

 X 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998)
(10 U.S.C. 2241 note).

- X 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2241 note).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (___ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).
- 252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Dec 1991) (22 U.S.C 2755)
- X 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).
- X 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (MAR 1998) (___ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- X 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- X 252.247-7023 Transportation of Supplies by Sea (MAR 2000) (___ Alternate I) (MAR 2000) (___ Alternate II) (MAR 2000) (10 U.S.C. 2631).
- X 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms

of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2241 note).
- 252.247-7023 Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

SECTION 8

DLAD 52.233-9000 AGENCY PROTESTS (SEP 1996)

Companies protesting this procurement may file a protest 1) with the contracting officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the activity for a decision at a level above the contracting officer. Protests filed with the activity should be addressed to the contracting officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." The contracting officer will forward the protest to the appropriate official for decision. (This process allows for a higher level decision on the initial protest; it is not a review of a contracting officer's decision on a protest filed with the contracting officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

(End of provision)

SECTION 9

DOCUMENTS, EXHIBITS AND ATTACHMENTS

<u>Attachment No.</u>	<u>Description/Title</u>	<u>No. of Pages</u>
(X) 1	Contractor-Hosted Catalog Approach - Data Flow and System Interfaces for DoD EMALL, dated January 27, 1999	1
(X) 2	Vendor Information	1
(X) 3	Catalog Loading Format for DoD EMALL	2
(X) 4	Transportation Instructions	1

SECTION 10

SOLICITATION PROVISIONS

DSCP EMAIL ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS --COMMERCIAL ITEMS (Oct 2000)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples

shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation*.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)

Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D

700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained-

(A) By telephone at (215) 697_2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

The following paragraphs are amended as indicated below:

(b) *Submission of offers.*

See Standard Form 1449 (Continuation Sheet), on page 3, for any specific instructions on how to submit your offer if mailed, handcarried or faxed (when authorized).

Faxed offers are NOT authorized for this solicitation.

Faxed offers are authorized for this solicitation.

Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

(c) *Period for acceptance of offers.*

Period of acceptance is 60 days.

(e) Multiple offers.

Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

(h) Multiple awards.

- The Government intends to make one award.
 Offers may be submitted for quantities less than those specified.

(i) Availability of Requirements Documents Cited in the Solicitation

In paragraph (1), the address for obtaining the referenced index and the documents in it should read: 470 E. L'Enfant Plaza, etc.

In paragraph (2), the address for obtaining DODISS and documents listed in it should read:

Department of Defense Single Stock Point (DODSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone: (215) 697-2667/2179

In paragraph (2)(ii) the telephone number to use in obtaining individual documents from the Telespecs ordering system is: (215) 697-2667/2179/0158.

**ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS
(Oct 2000)**

TO ENSURE THAT YOUR TECHNICAL PROPOSAL IS PROPERLY EVALUATED, PLEASE ARRANGE YOUR TECHNICAL RESPONSES IN THE ORDER SHOWN ON THE FOLLOWING PAGES. EACH OF YOUR INDIVIDUAL RESPONSES SHOULD CITE THE APPLICABLE TECHNICAL FACTOR AND PARAGRAPH TO WHICH YOU ARE RESPONDING (e.g. I.a., I.b., II.a. etc.)

A. TECHNICAL PROPOSAL

I. DELIVERY

- a. Delivery time frames are left to the discretion of participating vendors, however, the E-mail is a competitive environment where delivery is of great importance to DLA customers, therefore, offerors are required to provide low, reliable and realistic timeframes. Describe your firm's ability to provide inventory visibility for parts you provide. You should also identify your internal processing time and delivery time so customers know when items will be shipped from your inventory and received by the customer.
- b. Provide delivery time frames for all items if you are not providing inventory visibility.
- c. If you are not the actual manufacturer, describe your firm's network of manufacturers/ suppliers and your method for determining delivery time frames and ensuring timely delivery.
- d. Describe your ability to satisfy surge requirements.
- e. Describe your ability to rapidly increase production to support surge requirements, and maintain a level of sustainment.
- f. Provide a listing of the product lines to be offered.

II. PAST PERFORMANCE

- a. Offeror must show evidence of experience in providing the same or similar items as required under this solicitation. This should include the offeror's record of conforming to contractual requirements and schedules, its commitment to customer satisfaction and its overall business-like concern for the interests of the customer. Offeror must provide the five largest accounts for which you have provided direct delivery of spare parts/supplies/equipment and/or end items as appropriate to customers within the last three years. This should include the contract number, dollar value, delivery requirements and fill-rate, if applicable, along with your performance record in meeting those requirements. Provide two (2) points of contact and telephone numbers for each of the accounts listed.
- b. Provide key subcontractors and their corresponding percentage of work to be accomplished. Describe your relationship with each subcontractor and their experience and record of performance in supplying similar items.
- c. Describe your firm's participation in similar EDI, direct vendor delivery, or worldwide parts support arrangements.
- d. Offerors should submit information regarding their socioeconomic accomplishments as part of their past performance information.

III. PRODUCT QUALITY/WARRANTY

- a. Offeror must address its quality system to be used under the proposed contract. Describe your quality system and whether it meets internationally recognized commercial standards (ISO 9000 or equivalent, for example).
- b. Describe the warranty provisions and return/exchange program for incorrect or defective parts.
- c. Provide your written customer return policy.

IV. Socio-Economic Considerations

Both large and small business offerors must indicate what portion of their proposal will be subcontracted to Small Business (SB), Small Disadvantaged Business (SDB), and Women Owned Small Business (WOSB) concerns in terms of percentages and total dollars. The offeror must describe the proposed extent of SB, SDB & WOSB concerns' participation in the performance of this contract.

The offeror shall describe the efforts it will make to ensure that Small Business (SB), Small Disadvantaged business (SDB) and Women Owned Small Business (WOSB) concerns will have an equitable opportunity to compete for subcontracts related to the acquisition. When subcontracting with SB, SDB, and WOSB concerns, their participation can bridge the entire scope of the contract.

The offeror shall describe its willingness and any plans it has to develop additional opportunities for SB, SDB, and WOSB concerns. The offeror must furthermore identify the employee(s) responsible for ensuring that an equitable opportunity is afforded to the SB, SDB and WOSB firms to compete for contracts or supplier selection. As part of this, the offeror must identify employee's position in the firm and describe the employee's duties in relation to this factor.

Note: If in fact the offeror is a small, small disadvantaged or women owned small business itself, the offeror may include its "cost of doing business" as part of the subcontracting goals proposed for this acquisition. Therefore, small businesses will be credited for the amount of work they perform, as if the work was actually subcontracted to a small business concern.

V. DLA Mentoring Business Agreement (MBA)

The DLA Mentoring Business Agreement (MBA) Program is designed to provide developmental assistance to SB/SDB/WOSB concerns in return for value added services and/or products.

The purpose of the DLA MBA Program is to provide maximum opportunity to the small business community to participate in DLA's reengineered business processes in the awarding of contracts at either the prime or subcontract level. Under this program, a business relationship is established between the prime contractor (either a large or small business) acting as the mentor, and a small business, small disadvantaged business or women-owned small business as the protégé. MBA's will provide for longer term stability and opportunity for growth and it will encourage long-term business

relationships which transcend performance under specific contracts. The program goal is not to create governmental dependent proteges but to enable these firms to become more viable in the commercial marketplace.

MBA's should consist of one or more arrangements between the offeror and a small business, small disadvantaged business or women-owned small business concern who participate in carrying out the requirements of the prime contract. The opportunities must constitute real business growth which is measurable and meaningful. Ideally, the protégé can bring to the relationship a distinctive proficiency or capability which supports the mentor's business objectives and produces mutually beneficial results. For example, the mentor firm may provide consultative services in business management disciplines while the protégé firm will bring the special expertise relative to its business niche to the business arrangement.

An MBA shall be a written agreement between the prime contractor and the small business, small disadvantaged business or women-owned business involved. Mentors will be required to submit periodic progress reports on their agreements. An MBA shall include, at a minimum, the following elements.

a.) Participants

Cite your criteria in selecting a firm with whom to mentor. In addition, provide the following information with all submissions:

Name, Address and Plant Location for contract holder and potential small business or women-owned small business participants.

Point of Contact, Job Title and Phone Number of all personnel involved in the development and oversight of any agreement from both parties.

The number of people employed by the small business, small disadvantaged business or women-owned small business concern.

b.) Agreement Type

Describe the type of agreement between the contract holder and the small business, small disadvantaged business or women-owned small business concern. The agreement should state the benefits of the plan for both parties. DSCP/DISC will review the plan to ensure that the agreement will not jeopardize future contract performance. The agreement(s) should clearly define the roles and responsibilities of each party. Plans which identify new business ventures, rather than expansion of existing agreements are preferred.

The mentoring plan or agreement shall specifically identify the areas of developmental assistance (ie. Management/technical) that will be provided). Provide a discussion of the areas chosen for mentoring. Describes the scope of the plan (ie. Whether the plan will be specifically related to the requirements contained in this solicitation or will the plan cover other government and commercial contracts.)

The offeror shall identify and describe the management control techniques that would be used to ensure that contract requirements are met. This should include the record keeping and communication techniques and the methods to be used to control and track performance.

c.) Program Objectives

Provide a chart indicating the milestones for program implementation.

Discuss and describe the measurements or yardsticks that will be utilized to determine if program objectives and goals have been met. Projections of successful program measurements should result in:

- (1) An increase in the dollar value of subcontracts awarded to small business, small disadvantaged business or women-owned small business concern under DoD contracts
- (2) An improvement in the level of participation in DoD, other Federal agencies and commercial opportunities.

BUSINESS PROPOSAL

I. Pricing

- (1) For catalog items, a copy of, or identification of, the catalog and its date, or the appropriate pages for the offered items. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or re-seller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. Describe the nature of the market.
- (3) Describe whether your products are commercial and sold to the general public and/or the Department of Defense (DoD) or whether they are military unique. If your proposed catalog has a mix of commercial/military unique items, describe how the items can be differentiated. The government prefers a broad spectrum of items in many different industry lines.
- (4) Percent (%) discount offered off price list for this program. Request you provide an explanation as to how the discount offered is derived.
- (5) Describe how prices are developed and list all charges included in your price. Describe your process for determining mark-up. Do you receive discounts from your suppliers? Will you pass those discounts to EMALL customers? Describe any minimum order requirements?
- (6) Describe your policy regarding price changes (such as frequency, basis for change, etc) and how that policy will pertain to award prices. If a different methodology will be used to determine price changes under a resultant contract, describe the methodology that will be used and the rationale used to determine that methodology.

Evaluation Information:

1. The appropriate commodity section within DISC or DSCP will review EMail proposals as soon as possible after they are received. The evaluation will identify those contractors demonstrating the ability to meet the requirements most favorably, e.g. strength of the vendor's product line, items already in a database structure, can provide stock visibility, etc. These vendors will have first priority in joining the EMail as resources become available. As proposals are reviewed, vendors will be notified of their status.

2. Vendors failing to meet the evaluation criteria will be notified of their deficiencies and their proposals rejected. Proposals may be resubmitted, during the effective term of the solicitation, as the vendor remedies conditions that caused the rejection.

3. Customer affordability and cost/price realism are important factors. The participation decision will include an analysis of the pricing methodology provided by the contractor.

4. The government contemplates multiple contract awards resulting from this solicitation.

5. Information provided in the proposal will be evaluated to determine each offeror's understanding of the stated requirements, compliance with the government's technical requirements, and the government's

requirements of responsibility. Contractors must recognize that while this evaluation will strive for maximum objectivity, subjective judgment on the part of the government evaluators is implicit in the selection process.

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. In addition to price the following technical factors will be used as listed in descending order of importance:

- I. Delivery
- II. Past Performance
- III. Product Quality/Warranty
- IV. Socio-Economic Goals
- V. DLA Mentoring Agreements (MBA)

Technical and past performance, when combined, are EQUAL TO PRICE.

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

TECHNICAL PROPOSAL

I. DELIVERY

Evaluation will be used to determine the offeror's ability to provide the items offered and meet proposed delivery time frames. The Government will evaluate the offeror's method of ensuring inventory visibility of products, internal order processing time, the offeror's network of other manufacturers or suppliers, and procedures for ensuring timely delivery for items supplied by those manufacturers and suppliers. The Government will also evaluate the offerors ability to respond to surge requirements and sustainment needs of DLA customers.

II. PAST PERFORMANCE

The Government will assess the offeror's performance record in providing the same or similar parts/supplies/equipment and/or end items as appropriate and it's experience in similar EDI, direct vendor delivery or worldwide parts support arrangements. The Government will evaluate the offeror's experience by analyzing the offeror's performance on contracts performed over the last three years including dollar values and number of customers served and level of customer satisfaction. The assessment will be based on the offeror's proposal, Government in-house records, if available, and information obtained from other sources such as past and present customers, other Government agencies and other organizations which may have useful information.

Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, and women owned small businesses will be part of past performance evaluation.

III. PRODUCT QUALITY/WARRANTY

The Government will evaluate the offeror's quality/warranty procedures. Evaluation will be used to determine that an acceptable quality system is in place, quality products will be furnished to customers and that acceptable warranty provisions and customer return policies apply in the event defective parts are delivered.

IV. Socio-Economic Goals

The Government will evaluate the offeror's socioeconomic plan to ensure that, to the maximum extent practicable, SB, SDB, and WOSB concerns are utilized in support of this contract. The Government will evaluate participation levels, in terms of percentage and dollar value. The Government will evaluate measures that the offeror will take to ensure equitable opportunity and further the opportunities for SB, SDB, and WOSB firms, including personnel designated for handling this part of the contract.

V. DLA Mentoring Business Agreements (MBA)

The Government will also evaluate the offeror's response in participating in the MBA program whereby SB, SDB, and WOSB concerns through the assistance of the successful contractor, are afforded the maximum opportunity to participate in the Federal procurement process. This evaluation will be used to determine the offeror's ability to mentor SB, SDB and WOSB firms.

BUSINESS PROPOSAL

Price evaluations will be performed to determine that prices offered through the EMail are fair and reasonable, and the offeror's pricing methodology will ensure that prices remain fair and reasonable throughout the contract period.

SECTION 10 - SOLICITATION PROVISIONS (CONT'D)

**FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS
(MAY 2001) (DEVIATION)**

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

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern --

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

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

"Women-owned small business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

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

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

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

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

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).]* The offeror represents as part of its offer that it ___ is, ___ is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

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

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

(A) It ___ is, ___ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled "Buy American Act - Balance of Payments Program--Supplies") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement Israeli Trade Act -- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

NAFTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(2) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate I (Feb 2000)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)

(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program":

Canadian End Products

Line Item No.: _____

[List as necessary]

(3) *Buy American Act-North American Free Trade Agreements-Israeli Trade Act-Balance of Payments Program Certificate, Alternate II (Feb 2000)*. If Alternate II to the

clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation. **(Since EMALL is “non-competitive,” non-qualifying items will be deleted. The 50 percent evaluation factor will not be used.)**

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ___ are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ___ Have, ___ have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses; and

(i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), ___has ___has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information requested by the Contracting Officer. [THIS LANGUAGE STAYED INDEFINITELY. PLEASE USE PARAGRAPH (i) BELOW.]

(i) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 1995)

(a) Definitions.

As used in this clause --

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation or Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

)

DFARS 252.225-7000 Buy American Act --Balance of Payments Program Certificate (Sep 1999)

(a) *Definitions.* “Domestic end product,” “qualifying country,” “qualifying country end product,” and “nonqualifying country end product” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The Offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) *Definitions.* As used in this clause-

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the

initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>

(End of clause)

Contractor-Hosted Catalog Approach –

DATA FLOW AND SYSTEM INTERFACES FOR DoD EMALL

January 27, 1999

The PartNet process is a Network Information Broker system that provides “information about information”. This creates a virtual information network from many dissimilar databases across many different companies. The parts data comes directly from the supplier’s parts information database, ensuring that the user sees only the most accurate and up-to-date parts, pricing, and availability information. In addition to any technical specifications, pricing, or inventory availability information displayed by PartNet in response to a query, the vendor may also provide product data sheets, GIF images of the selected part, CAD models, and other information.

The PartNet ePort module runs on multiple database services and proxies the connection between each database and the EMall. The ePort is designed to run on Sun Solaris and Windows NT Server. Database support is for Oracle on Sun and ODBC compliant databases on Windows NT Server. The ePort also allows the database owner to maintain their data at their location and is provided by the government at no cost to those vendors participating in the EMall.

Data Flow and System Interfaces -The PartNet catalog interface involves the PartNet software interfacing with the customer’s own catalog database. Orders placed through the EMall will be transmitted in an encrypted e-mail format. An EDI 850 capability will be added in the near future to facilitate an interface into the vendor’s EDI order entry systems.

Internet Access - Access should be outside the contractor’s firewall. If the contractor wants the server inside the firewall, they will have to allow access through the firewall for the port on which the server will be accessed by the PartNet System.

Database Structure – The vendor is free to create a database of parts with at least the Minimum Database Fields in section 4 above. Additional optional attributes are also allowed. Table and column naming is at the discretion of the vendor. PartNET can configure their software to conform to the database structure of the vendor’s database. The vendor may consult with PartNET technical support or reference PartNET ePort documentation for implementation of the following:

- keyword search support
- product classification support
- pricing tiers for quantity purchases
- regional FOB destination pricing
- unstructured product files (photos, pictures, drawings, data sheets, readme files, etc.)
- product detail records

PartNet ePort- PartNet will FTP or e-mail the ePort files to the vendor server when they are ready for installation.

Installation - PartNet will provide the necessary tools and support to perform the software installation at no charge to the vendor. The vendor will be responsible for populating their local database themselves.

Software License Agreement – Installation and use of the PartNET software constitutes acceptance of the PartNET license agreement.

Vendor Information

Cage Code: _____
Vendor Name: _____
Address: _____

FSC(s) and/or brief description of items: _____

Points of Contact	<u>TITLE</u>	<u>PHONE</u>	<u>E-MAIL</u>

(Be sure to include a point of contact for EDI support.)

On which database would you like your catalog to reside? (Select one.)

- Third Party-Hosted Catalog Database.** This means the contractor provides product information to a third party host, which the Government will access.
- Contractor-Hosted Catalog Database.** This means the contractor will maintain his data in-house and ensure continuous access to it by EMALL customers.
- Government Hosted Catalog Database.** This means the Government will maintain the contractor's for one year at no charge.

(See Statement of Work for more information about these options.)

How do you wish to receive payment? (You may select one or both.)

- Government Purchase Credit Card.** This means that delivery orders will be in a text format that is encrypted and transmitted through E-Mail. The Government shoppers credit card number and expiration will be provided on the delivery order. The contractor must charge this card and rebate the cost recovery charge back to the Government.
- DFAS Invoices.** This means that delivery orders will be received through EDI*. The contractor must provide DFAS with an invoice for products delivered

* This contract will require the offeror to transmit invoices electronically. This involves the offeror entering into a Trading Partner Agreement with DFAS-Columbus Payment Office and conforming to the ANSI X12 Standards, Version 3050, as specified by DFAS-Columbus. For a complete package of information, the offeror should call DFAS-CO-RVA at (614) 693-6507 or fax in a request at (614) 693-6519. Please annotate below your POC at DFAS and the date of contact.

Catalog Loading Format for DOD EMALL			
Field (EMALL Name)	Field Length	Type Field	Comments
Product Name	120	AN	
Part Number (Catalog Number)	30	AN	
Product Description (Description)	550	AN	
Price	14,2	N	
Days ARO	4	N	
National Stock Number (NSN)	14	AN	
Universal Product Code	14	AN	
Unit of Issue	2	AN	See Product UOMs for acceptable values
Items Per Unit of Issue	10	N	
Manufacturer Name (Manufacturer)	80	AN	
Manufacturer Part Number (Mfgr Part No)	30	AN	
Trade Name	90	AN	
Long Product Description (Item Expanded Description)	2000	AN	
High Resolution Image	80	AN	gif and jpg images supported
Low Resolution Image	80	AN	gif and jpg images supported
Classification Name	80	AN	
Environmental Attribute Code (ENAC)	1	Y/N	
Product Bulletins	2000	AN	
Product Dimensions: Length	8	N	
Product Dimensions: Width	8	N	
Product Dimensions: Height	8	N	
Product Dimensions UOM	2	AN	See Dimension UOMs for acceptable values
Shipping Dimensions: Length	8	N	
Shipping Dimensions: Width	8	N	
Shipping Dimensions: Height	8	N	
Shipping Dimensions UOM	2	AN	See Dimension UOMs for acceptable values
Country of Origin	3	AN	Ex. USA
OEM Supplier Name	35	AN	
FOB Point	30	AN	
Stock Availability	1	AN	Values can be A(Advise),H(High),L(Low)
Volume Discount 1	30,4	N	Ex. Quantity Break 5-24 (10.2% discount should
Volume Discount 2	30,4	N	Ex. Quantity Break 25-49
Volume Discount 3	30,4	N	Ex. Quantity Break 50-99
Volume Discount 4	30,4	N	Ex. Quantity Break 100-249
Volume Discount 5	30,4	N	Ex. Quantity Break 250-499
Volume Discount 6	30,4	N	Ex. Quantity Break 500-above
Associated File:Specifications	80	AN	ASCII text files supported
Associated File:MSDS	80	AN	ASCII text files supported
Quoted Lead Time	3	N	Number of Days
Order Limits - Maximum	9	N	
Order Limits - Minimum	9	N	
Special Handling	80	AN	
Shipping Weight	9	N	

Shipping Weight UOM	2	AN	See Weight UOMs for acceptable values
Color	20	AN	
Supplier Product ID Number	30	AN	
Inner Pack Unit	20	AN	
Component Unit	20	AN	
Inner Packs per Unit of issue	6	N	
Components per Inner pack	6	N	
Brand Name	80	AN	
N = Numeric			
AN = Alphanumeric			
L = Logic			

NOTE: Fields in BOLD are required – All other fields are preferred, but are not mandatory.

REQUEST FOR SHIPPING INSTRUCTIONS

(To be completed by the contractor)

PLEASE FILL IN ALL BLANKS IN THE TOP PORTION!!!!!!

Company's Name:

Requester's Name:

Tele# _____ **FAX #** _____

Contract #/Call#/Line Item:

M/F (TCN): _____ **SUP ADD:** _____

Item Description:

Total Weight: _____ **Dimensions (L" xW"xH")** _____

of Containers: _____

Reply From: _____, DSCP-OMD/G&I Transporation

Tele#: 215-737- _____

Fax #: 215-737-8400

Ship the above contract/purchase request to the following destination:

Signature: _____ **Date:** _____

Include the M/F(TCN)#, Reqn#/for all shipments on the outside of the container(s).

