

CAUTION NOTICE

THIS SOLICITATION IS FOR AN INDEFINITE DELIVERY TYPE/INDEFINITE QUANTITY CONTRACT. THE CONTRACT PERIOD WILL BE FOR A BASE PERIOD OF TWO (2) YEARS, WITH THREE (3) ONE-YEAR OPTIONS, FOR A TOTAL POSSIBLE FIVE (5) YEAR CONTRACT.

OFFERS WILL BE EVALUATED AND AWARD WILL BE MADE IN ACCORDANCE WITH BEST VALUE SOURCE SELECTION PROCEDURES; THEREFORE, OFFERORS ARE CAUTIONED TO TAKE EXTREME CARE IN READING AND RESPONDING TO THIS REQUEST FOR PROPOSALS.

THIS PROCUREMENT ALSO CONTAINS SURGE REQUIREMENTS. YOUR COMPANY WILL BE REQUIRED TO SUBMIT A SURGE PLAN WITH YOUR INITIAL OFFER. SURGE REQUIREMENTS ARE UNANTICIPATED DEMANDS FOR ACCELERATED DELIVERY OF SUPPLIES OR SERVICES WITHIN INDUSTRIAL CAPABILITIES DURING WARTIME, AND DURING PEACETIME EMERGENCIES. THIS INCLUDES THE ABILITY OF THE SUPPLIER TO RAMP-UP QUICKLY TO MEET EARLY REQUIREMENTS AS WELL AS TO SUSTAIN THE INCREASED PACE THROUGHOUT THE EMERGENCY. AN ACCEPTABLE SURGE PLAN SHALL BECOME PART OF ANY FORTHCOMING CONTRACT. OFFEROR SHOULD REFER TO THE ADDENDUM TO FAR 52.212-4, 52.212-1 AND 52.212-2 FOR CLAUSES, AND A SCHEDULE OF SURGE REQUIREMENTS.

NOTE THAT THIS SOLICITATION CONTAINS THE FOLLOWING CLAUSES:

DFARS 252.225-7014, "PREFERENCE FOR DOMESTIC SPECIALTY METALS" AND ITS ALTERNATE 1 (BOTH ARE INCLUDED IN DFARS 252.212-7001)

DFARS 252.225-7000, "BUY AMERICAN ACT – BALANCE OF PAYMENTS PROGRAM CERTIFICATE" (INCLUDED IN THE ADDENDUM TO FAR 52.212-3)

DFARS 252.225-7001, BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM" (INCLUDED IN DFARS 252.212-7001)

ANY SPECIALTY METALS INCORPORATED INTO SUPPLIES DELIVERED UNDER THE CONTRACT(S) RESULTING FROM THIS SOLICITATION MUST BE MELTED IN THE UNITED STATES, ITS POSSESSIONS, PUERTO RICO, OR QUALIFYING COUNTRIES CITED IN DFARS 225.872-1.

STANDARD FORM 1449 (Continued):**Block 8:**

Offer Due Date/Local Time: **August 15, 2003, 4:00pm Local Philadelphia time.**

Block 9: (continued)**Mailed offers should be sent to:**

Defense Logistics Agency
Defense Supply Center Philadelphia
Post Office Box 56667
Philadelphia, PA 19111-6667

Solicitation No: **SP0500-03-R-0081**

Opening/Closing Date and Time: **August 15, 2003, 4:00pm Local Philadelphia time.**

Handcarried Offers should be delivered to:

Defense Supply Center Philadelphia
Business Opportunities Office
Building 36, 2nd Floor
700 Robbins Avenue
Philadelphia, PA 19111-5092

Solicitation No: **SP0500-03-R-0081**

Opening/Closing Date and Time: **August 15, 2003, 4:00pm Local Philadelphia time.**

[Examples of Hand-carried Offers include: In-Person delivery by contractor; or Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier; or USPS Express Mail, USPS Certified Mail.]

Note: All hand-carried offers are to be delivered between 8:00 a.m. and 4:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service “hand-carries” the package to the address specified above for handcarried offers prior to the scheduled opening/closing time. Package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER’S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the Standard Form 1449.

STANDARD FORM 1449 (Continued):

Facsimile offers (if authorized; see “Addendum” to 52.212-1 (b)) or offer modifications/withdrawals should be transmitted to:

(215) 737-8414 or (215)737-9216

Offers submitted to any other telephone number shall not be considered for award.

Block 17a: Offeror’s assigned DUNS Number:_____.

(If you do not have a DUNS number, contact the individual identified in Block 7a or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

Block 17b: Remittance Address: (if different from Contractor/Offeror address in block 17a.)

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**FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS
(FEB 2002)***(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.

(1) 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--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items

**FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS
(FEB 2002)** (continued)

delivered;

- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration; or 52.232-34, Payment by Electronic Funds Transfer (Other Than Central Contractor Registration, or applicable agency procedures.)

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(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) prompt payment regulations at 5 CFR part 1315. 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.

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2002) (continued)(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

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2002) (continued)

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; and (9) the specification.

If preceded by an X, the following paragraphs of 52.212-4 contain additional language:

<u>Paragraph</u>	<u>Additional Language</u>
[] (i)	Substitute the following for the first sentence in paragraph (i): Fast Payment procedures apply. The Government will pay invoices based on the Contractor's delivery of supplies to a post office or common carrier (or, in shipments by other means), to the point of first receipt by the Government.

Addendum to 52.212-4 -- CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2002)

THE CLAUSES LISTED BELOW ARE INCORPORATED BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. (Also, the full text of a solicitation provision may be accessed electronically at these addresses: FAR and DFARS – <http://www.acq.osd.mil/dp/dars>; DLAD, PROCLTRs and FARS Deviations – <http://www.dla.mil/j-3/j-336>; G&I Local Clauses http://www.dscp.dla.mil/contract/dgpa/Part52_Interface.doc.

CLAUSE NUMBERTITLE/DATE

FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
FAR 52.211-17	Delivery of Excess Quantities (SEP 1989)
FAR 52.227-1	Authorization and Consent (Jul 1995)
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
FAR 52.232-17	Interest (JUNE 1996)
FAR 52.242-13	Bankruptcy (JULY 1995)
FAR 52.247-34	FOB Destination (NOV 1991)
DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.204-7004	Required Central Contractor Registration (NOV 2001)

ADDENDUM TO FAR 52.212-4 (Continued)

DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (Apr 2003)
DLAD 52.211-9004	Priority Rating for Various Long Term Contracts (MAR 2000)
DLAD 52.212-9000	Changes-Military Readiness (MAR 2001)
DLAD 52.233-9000	Agency Protests (SEP 1999)
DSCP 52.209-9I14	Nonissuance of Delivery Orders Under Indefinite Delivery Type Contracts When Contractor is Either Suspended or Debarred (SEP 1992) (III)
DSCP 52.211-9109	Delivery Time – Additional Provisions (SEP 1990)
DSCP 52.216-9I21	Ordering – Special Provision (OCT 1986)
DSCP 52.232-9I10	Submission of Invoice by Electronic Methods (SEP 1999)
DSCP 52.246-9I04	Destination Inspection and Acceptance (JAN 1989) (II)
DSCP 52.247-9I03	Consignment and Addressing Instructions (JUL 1998)

ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER TERMINATION FOR CAUSE (JAN 2001)

If this contract is terminated in whole or part for cause pursuant to Paragraph (m) of the clause included in this contract entitled “Contract Terms and Conditions - Commercial Items”, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and Government expressly agree that in addition to any excess costs of repurchase, or any other damages resulting from the Contractor’s default, the Contractor shall pay, and the Government shall accept, the sum of \$900.00 as payment in full for the administrative costs of such repurchase. The assessment of damages for administrative costs shall apply for any termination for cause for which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

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

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

ADDENDUM TO FAR 52.212-4 (Continued)

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

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 “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 320 days after the termination of the last ordering period of the contract.

FAR 52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in the manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Increase 5 %

Decrease 5 %

DSCP 52.211-9I17 TIME OF DELIVERY (JUN 1980)

ADDENDUM TO FAR 52.212-4 (Continued)

Material ordered under the terms of this contract shall be delivered within 140 days after the date of the order. Notwithstanding any other provisions/clauses of this contract, no deliveries shall be made prior to issuance of delivery order (DD Form 1155).

If the Government makes multiple awards under this solicitation, additional item(s) will be awarded on a post-award basis via supplemental agreement to the Contractor(s) whose price and delivery is most advantageous to the Government on an item-by-item basis as follows: Item description(s) will be provided to ALL successful awardees for their review and timely submission of price and delivery information. The Contractor must provide complete information should the Government elect to place these items on contract without negotiation.

ADDITION AND DELETION OF ITEMS – MARCH 2003**A. ADDITIONS.****1. Additions by the Government.**

- (a) In addition to the core listing of 149 items, the scope of the contract(s) resulting from this solicitation will include additional items that are in a universe described as Screw, Machine, Competitive, QSLM/D, in the FSC 5305. It is the intention of the Government to add items (see <http://www.dscp.dla.mil/gi/general/scp.htm/>) to the contract that fall into this category. These items may be added during the base or option periods of this contract *provided that* the Contractor is able to furnish the additional item(s), and the Contracting Officer and the Contractor are able to agree to terms, including reasonable price(s) and delivery, as determined by the Contracting Officer.
- (b) If the Government makes multiple awards under this solicitation, additional item(s) will be awarded on a post-award basis via supplemental agreement to the Contractor(s) whose price and delivery is the most advantageous to the Government on an item-by-item basis as follows: Item description(s) will be provided to ALL successful awardees for their review and timely submission of price and delivery information. The Contractor must provide complete information should the Government elect to place these items on contract without negotiation.

2. Additions or Substitutions Recommended by the Contractor.

- (a) At any time during the performance of the contract, the

ADDENDUM TO FAR 52.212-4 (Continued)

Contractor may recommend changes to an item covered by its contract, or may propose alternate or substitute item(s).

However, unless and until the Contracting Officer approves such recommended changes, alterations or substitutions in writing, the Contractor shall provide the item specified in the contract.

- (b) If an item is coded as a Safety Critical Item (SCI), or is a Critical Application Item (CAI), the Contractor is required to furnish an item which is in strict accordance with the technical requirements specified in the Contract Technical Data File (CTDF) for the specific National Stock Number (NSN). Any recommended or proposed changes to such items require the review and approval of the Engineering Support Activity (ESA) of the Military Service having technical cognizance of the item. In such circumstances, a complete Source Approval Request (SAR) and Technical Data Package (TDP) are required.

3. Administration of Additions under this Clause.

- (a) Item(s) to be added to the contract under this clause shall be negotiated, including price and delivery between the Government and Contractor, and will be incorporated into the contract via Supplemental Agreement.
- (b) Unless the Contracting Officer agrees to a longer period of time, the Contractor shall provide the Contracting Officer with price and delivery within ten (10) days after receipt of notification of the Government's intention to add item(s) to the contract. The Contracting Officer shall make every effort to complete his or her evaluation within thirty (30) days after receipt of the Contractor's price(s) and delivery.
- (c) Unless another time is agreed to by the Contractor and the Contracting Officer, delivery of the item(s) added to the contract shall occur within 120 days after date of order, or within 240 days after date of Modification, whichever occurs later. This provision allows for a 120-day ramp-up period from date of Modification for items added to the contract.

B. DELETIONS.**1. Deletions by the Government.**

- (a) During any period of the contract resulting from this solicitation, the Government may elect to delete any item or items. These items may be deleted due to changing demand patterns,

ADDENDUM TO FAR 52.212-4 (Continued)

obsolescence, item substitution or because they no longer have application.

- (b) Deletion of any item from the contract by the Government will constitute a Termination for Convenience.

2. Deletions Recommended by the Contractor.

- (a) During any period of performance under the contract resulting from this solicitation, the Contractor may notify the Contracting officer as to any item(s) it deems to be obsolete, unavailable, out of production or superseded, and may recommend the deletion of such item(s) from the contract. The notice shall include complete information as to appropriate superseding, substitute, or alternate items, and how such items meet the fit, form, function and interchangeability requirements of the obsolete, unavailable, out of production, or superseded item. If an obsolete item has no replacement, the notice shall include information concerning the availability of alternate sources or substitute item(s). If, based on the recommendation of the Contractor, an item is, or a number or items are, deleted from the contract, the deletion shall be a Termination for Convenience.

3. Administration of Deletions.

- (a) Upon notice from the Contracting Officer of a proposed deletion, the Contractor shall stop work immediately on any/all undelivered orders for the item(s) identified for proposed deletion. Within ten (10) days of receipt of the notice of proposed deletion, the Contractor shall notify the Contracting Officer as to whether the proposed deletion will cause an increase or decrease in, or have no effect on, the cost to the Government under the contract, and shall provide an estimate of any cost impact. Unless a longer period is authorized by the Contracting Officer, within 30 days of receipt of a Modification deleting one or more items from the contract, the Contractor shall submit its termination settlement claim.
- (b) As soon as practicable after receipt of a recommendation from the Contractor to delete one or more items from the contract, the Contracting Officer will notify the Contractor of approval or disapproval of the recommendation. The Contracting Officer will be required to coordinate the proposed deletions with DSCP's customer-users and Engineering Support Activities (ESAs) having technical jurisdiction of the item(s). Upon coordination/approval of a proposed deletion, the Contracting Officer will issue a Modification implementing the deletions.

ADDENDUM TO FAR 52.212-4 (Continued)

- (c) Unless a longer time has been authorized by the Contracting Officer, the Contractor shall submit its claim for termination settlement costs, if any, no later than thirty (30) days after receipt of the deletion notice, or shall notify the Contracting officer within that time period that the deletion may be at no cost to either party. This applies whether the deletion is the determination of the Contracting Officer's own initiative, or whether the deletion is the result of the Contracting Officer's acceptance of the Contractor's recommendation that an item, or items be deleted.
- (d) Deletions (terminations for convenience) shall be implemented by a Contract Modification. Upon agreement as to settlement costs, if any, a Supplemental Agreement signed by the Contractor and the Contracting Officer shall finalize the agreement.
- (e) Failure of the Contractor and the Contracting Officer to agree on the amount of a termination settlement shall constitute a dispute under the "Disputes" clause of the contract.

DSCP 52.216-9I29 DELIVERY ORDER LIMITATIONS – INDEFINITE QUANTITY CONTRACT - STOCK BUYS (MAY 1997)

- (a) Definitions.
 - (1) The term, "**Contract Year,**" means a period of twelve (12) calendar months commencing on the contract date and continuing through the twelfth (12th) calendar month thereafter.
 - (2) The term, "**Annual Estimated Quantity,**" refers to the Government's good faith estimate of the requirements for each item during a specified contract year. If no specific contract year is cited, the annual estimated quantity shall apply to each and every contract year during the period of the contract, including each option year, if any.
 - (3) The "**Annual Estimated Amount**" for an item is the amount derived by multiplying the annual estimated quantity by the contract unit price at which the item is awarded.
 - (4) The "**Annual Estimated Value of the Contract**" is the sum of the annual estimated amounts of the items awarded. If the contract base period is in excess of one year, the "Estimated Value of the Contract" will be the annual estimated value of the contract multiplied by the number of years in the base period.
 - (5) The term, "**Base Contract Period,**" defines a period of performance consisting of one or more contract years. For this contract, the base contract period is **two** contract year(s), commencing on the contract date and extending through the **twenty fourth** calendar month thereafter.
 - (6) The term, "**Guaranteed Minimum,**" is that minimum quantity, or that minimum dollar value, which the Government will guarantee the Contractor for the effective period of the contract. This is not to be confused with the Minimum Order Limitation set forth in Paragraph (b) below. The guaranteed minimum is set forth in Paragraph (e) below.

ADDENDUM TO FAR 52.212-4 (Continued)

- (b) **“Minimum Order.”** As applicable, the minimum quantity, or the minimum dollar value, for any individual delivery order issued under this contract will be **25% of the Annual Estimated Quantity**. In the event that this contract includes incremental or stepladder pricing provisions, the minimum quantity for any item shall not be less than the lowest quantity set forth in the lowest quantity increment, even if the quantity ordered is part of the guaranteed minimum under Paragraph (e) below.
- (c) **“Maximum Order Limitation.”** Subject to the provisions of Paragraph (e) below related to the Guaranteed Minimum, the Contractor is not obligated to honor----
- (1) Any order for an item in excess of **100% of annual estimated quantity**.
 - (2) Any order for a combination of items in excess of \$ n/a .
 - (3) A series of orders from the same ordering office within a period of **30 days** that together call for quantities or dollar values in excess of the limitations in (1) or (2) of this Paragraph (c).
- (d) Notwithstanding the maximum order limitations set forth in (c) above, the Contractor shall honor any order exceeding those maximum order limitations, unless that order, or orders, is/are returned to the ordering office within **48 hours** after issuance, with written or electronic notice stating the contractor's intent not to ship the item or items covered by the order(s) and the reasons therefore. Whereupon, the Government may either (i) reissue the order within the maximum order limitations, or (ii) order the supplies from another source. This notice does not apply to the guaranteed minimum set forth in Paragraph (e) below, which requires the Contractor to deliver any quantity within the guaranteed minimum so long as it is in excess of the minimum order limitation of Paragraph (b).
- (e) **Guaranteed Minimum.**
- (1) **Scope of Guaranteed Minimum**
 - a. For a contract with a base period of one year, if the minimum guarantee is stated in terms of quantity, the guaranteed minimum will be a percentage of the annual estimated quantity of the item.
 - b. For a contract with a base period of one year, if the minimum guarantee is stated in terms of a dollar value, the guarantee will be determined at the time of award and will be a percentage of the aggregate of the annual estimated amounts of the items awarded.
 - c. For a contract with a base period of more than one year, if the minimum guarantee is stated in terms of quantity, the guarantee will be a percentage of the annual estimated quantity for each item awarded multiplied by the number of contract years in the base period. For a contract with a base period of more than one year, if the minimum guarantee is stated in terms of a dollar value, the guarantee will be a percentage of the annual estimated value multiplied by the number of contract years in the base period.
 - d. The minimum guarantee for any option period will be a percentage of the annual estimated quantity for each item covered by the option, if the guaranteed minimum is stated in terms of quantity, or will be a percentage of the annual estimated value, if the guaranteed minimum is stated in terms of dollar value.
 - (2) The Government guarantees that it will order under this contract, (and under the contract awarded for any partial set-aside) the following minimum, as applicable:

ADDENDUM TO FAR 52.212-4 (Continued)

- A quantity of each item which represents _____ percent of the annual estimated quantity of the item awarded. (Base period of one year).
- Supplies which have a dollar value of at least _____ percent of the annual estimated value reflected on Page 1 of the contract/award. (Base period of one year).
- A quantity of each item which represents _____ percent of the annual estimated quantity of the item awarded multiplied by _____ (Base period of two or more years).
- Supplies which have a dollar value of **at least ten percent** of the annual estimated value multiplied by **two** (Base period of two or more years).
- (3) Subject only to the minimum per order specified in Paragraph (b) above, in the sole discretion of the contracting officer, the guarantee may be placed by a single delivery order or by any number of delivery orders. The maximum quantity per order does not apply until after the guaranteed minimum.
- (4) In the event that a single delivery order covers supplies which are both within the guaranteed minimum and in excess of the guaranteed minimum, the maximum delivery order limitations, in Paragraph (c) shall apply, and the Contractor shall be governed by the notice requirement of Paragraph (d).
- (5) The aggregate of the delivery orders issued during the base contract period will be applied to the minimum guarantee as defined above. When the aggregate of the delivery orders equals or exceeds the guaranteed quantity or guaranteed dollar value, as applicable, the minimum guarantee will have been met, and the Government's obligations with regard to the guarantee will have been satisfied.
- (f) **“Maximum Contract Limitation.”** Notwithstanding any other provisions of this clause or provisions included elsewhere in this solicitation, the maximum quantity or maximum dollar value that may be obligated against this contract is **\$16,000,000.00.**

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 effective date of the award through a date exactly two calendar year(s) after the effective date of the award/contract.
- (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.

ADDENDUM TO FAR 52.212-4 (Continued)

- (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.

(End of Clause)

DSCP 52.217-9I05 OPTION TO EXTEND THE TERM OF THE CONTRACT - NOTICE OF EPA PROVISION (ALTERNATE) (JUL 1992) ADDENDUM I DSCP (OCT 1994)**(a) OPTION PROVISION**

- (1) At the option of the Government, this contract may be extended for up to, but not exceeding, **three years** beyond the two year base contract years. The total duration of the contract, including the base contract year, shall not exceed **five years**. The option may be exercised in increments of One (1) Year by written notice to the Contractor at least Thirty (30) days prior to the date of expiration of the then existing terms.

(2) During any term of this contract, whether the base contract year or any option year(s), prices will be subject to adjustment in accordance with the clause of this contract entitled, **EPA Industrial Commodities** (DSCP 52.216-9I25 – MAY 1996). For purposes of the limitation on the aggregate of the increases provided by the applicable EPA clause, such adjustments shall be cumulative but not duplicative. Namely, the aggregate of the increases for orders issued during a contract term shall be governed by the limitation applicable to that contract term, and shall not be duplicated or increased because performance of the order in accordance with the delivery schedule therein causes the adjusting date to fall within a subsequent contract term which has its own limitation on aggregate increases.

(b) TERMS AND CONDITIONS

- (1) The terms and conditions of the contract for and during any period for which the option has been exercised shall be the same as those terms and conditions contained in the contract for the base contract year, subject to any adjustments in the price(s) which are warranted under Subparagraph (a)(2) above.
- (2) THE EFFECTIVE DATE OF THE MODIFICATION by which the option is exercised will be that date on which the then current term of the contract expires. For purposes of establishing the "contract price(s)" subject to adjustment under the clause entitled "Economic Price Adjustment," the "contract price(s)" on the first day of any option period will be the contract price(s) in effect on the last day of the term or period immediately preceding the period for which the option has been exercised.

ADDENDUM TO FAR 52.212-4 (Continued)**(c) EVALUATION OF OFFERS**

(1) Offers will be evaluated on the basis of the price(s) submitted for the base contract year only, without regard to the inclusion of this "Option" provision. The reasons are as follows:

(i) Offerors are not permitted to offer prices for the "Option" year(s) which differ from those of the base contract year.

(ii) This Solicitation and Offer includes a provision for Economic Price Adjustment. Therefore, offerors must submit prices which do not include contingencies for increases in costs.

(iii) The provision of this Solicitation and Offer pertaining to the Economic Price Adjustment applies to the base contract year and to all "Option" years.

(2) **CAUTION NOTICE - ASSENT TO OPTION PROVISION
OFFERORS MUST SUBMIT OFFERS WHICH INCLUDE THIS
OPTION PROVISION, AND MUST INDICATE THEIR ASSENT TO
INCLUSION OF THE CLAUSE EITHER BY PLACING AN "X" IN
THE BLOCK BELOW, OR BY INDICATING CLEARLY
ELSEWHERE IN THE OFFER THAT THEY HAVE READ AND
UNDERSTAND THE CLAUSE, AND THAT THEY AGREE TO ITS
INCLUSION IN THE RESULTING CONTRACT.**

*** [] OFFEROR HAS READ AND UNDERSTANDS THE
FOREGOING OPTION PROVISION, AND ASSENTS TO ITS
INCLUSION IN ANY CONTRACT RESULTING FROM THIS
SOLICITATION AND OFFER.**

**FAILURE TO INDICATE ASSENT TO THE CLAUSE ABOVE, OR
ELSEWHERE IN THIS SOLICITATION AND OFFER, WILL RESULT
IN REJECTION OF THE OFFER AS NONRESPONSIVE, AND MAY
PRECLUDE CONSIDERATION OF THE OFFER IF THIS IS A
NEGOTIATED SOLICITATION AND THE CONTRACTING OFFICER
ELECTS TO MAKE AWARD WITHOUT DISCUSSIONS.**

ADDENDUM I DISC (OCT 1994)

(d) [This paragraph (d) applies if an "X" is indicated in the box provided here and in the appropriate area below and shall take precedence over any provisions of this contract or of this "Option" clause which are inconsistent herewith.]

(1) For purposes of this contract there will be more than a one year

ADDENDUM TO FAR 52.212-4 (Continued)

base contract period; the base contract period will be **two years**. Therefore, where reference may be made elsewhere in this solicitation/contract or in this clause to a one (1) year base contract period, a **two year base contract** period shall apply.

- (2) The terms and conditions of the contract for and during any period for which the "Option" provision has been exercised shall be the same as those terms and conditions contained in the contract for the **two year** base contract period, except that the Government's Guaranteed Minimum shall be calculated as follows:

- (i) Guaranteed Minimum Expressed in Dollars.

For each Option year, the Guaranteed Minimum will be equal to an amount represented by that fraction of the base contract period's Guaranteed Minimum which represents one (1) year of the guaranteed amount. For example if the base contract period is three (3) years, the Guaranteed Minimum for each Option year will be equal to one-third of the Total Estimated Guaranteed Minimum Value established for the base contract period.

- (ii) Guaranteed Minimum Expressed in Quantity.

For each Option year, the Guaranteed Minimum will be equal to that quantity which is that fraction of the quantity of the base contract period's Guaranteed Minimum representing one (1) year of the guaranteed amount. For example if the base contract period is three (3) years, the Guaranteed Minimum for each Option year will be equal to one-third of the Total Estimated Guaranteed Minimum Quantity established for the base contract **period.**

DSCP 52.216-9I25 ECONOMIC PRICE ADJUSTMENT - INDUSTRIAL COMMODITIES (MAY 1996)

(a) General. The unit prices of this contract shall be subject to adjustment periodically as provided herein. Although this contract has a base period of two years with three, one year additional option years, all adjustments will be on the basis of contract calendar year as defined herein.

(b) Definitions. The terms used in this clause are defined as specified below:

(1) Economic Indicator. The economic indicator for purposes of price adjustments to be made under this clause, will be the preliminary version of the Producer Price Index (PPI), set forth in Table 5 of the monthly report entitled, "Producer Prices and Price Indexes," published by the Bureau of Labor Statistics (BLS), United States Department of Labor, for the Code Number and Commodity listed below:

ADDENDUM TO FAR 52.212-4 (Continued)**CODE NUMBER AND COMMODITY**

Code No: Table 10810121, Code No. WPU10810121 Machine Screws.

For the purposes of making price adjustments in accordance with this clause, only the preliminary version of the Producer Prices and Price Indexes report will be used. No additional adjustments will be made based on issuance of the final version of the report.

(2) Contract Date. The term which means the date of award of the contract(s) resulting from this solicitation, as set forth on the first page of the Award/Contract (Standard Form 26).

(3) Contract Calendar Year. The term which means a one (1) calendar year period consisting of twelve (12) calendar months. The first contract calendar year shall commence on the contract date and shall end on a date exactly twelve calendar months thereafter. Each succeeding contract calendar year shall commence on the day immediately following the last day of the preceding contract calendar year. This definition shall apply to yearly periods of the base contract term as well as to any option periods.

(4) Contract Price. For purposes of this contract, the term, "contract price," shall mean:

(i) For the first Contract Calendar Year, the price(s) shown on the Award/Contract on the Contract Date.

(ii) For each succeeding Contract Calendar Year, the contract price(s) from the previous Contract Calendar Year appropriately adjusted pursuant to this clause.

(5) Base Price Index. For purposes of price adjustment under this clause, this term shall mean:

(i) For the First Contract Calendar Year, the PPI for the economic indicator for the month of the Contract Date.

(ii) For each succeeding Contract Calendar Year, the average PPI for the economic indicator for the preceding Contract Calendar Year, calculated from the month of the contract date through the next succeeding eleven (11) months.

(6) Adjusting Price Index. For purposes of price adjustment under this clause, this term shall mean the average PPI for the economic indicator for the preceding Contract Calendar Year, calculated from the month of the contract date through the next succeeding eleven (11) months.

ADDENDUM TO FAR 52.212-4 (Continued)

NOTE: The adjusting Price Index for one Contract Calendar Year becomes the Base Price Index for the next succeeding Contract Calendar Year.

(c) Price Adjustment Periods. Performance of this contract is divided into successive periods designated, "Contract Calendar Years," as defined in Subparagraph (b) (3) above. The anniversary of the First Contract Calendar Year shall be the first day of each succeeding Contract Calendar Year, and shall constitute the "Contract Date" for purposes of establishing the Base Price Index for the ensuing Contract Calendar Year. Further, the calendar month in which the anniversary of the First Contract Calendar Year falls shall be the "month of the contract date" for such purposes.

(d) Price Adjustment. The unit prices under this contract shall be subject to adjustment at the end of each Contract Calendar Year, whether the Contract Calendar Year is within the **two** year base contract term, or is in any "Option" period of the contract. Subject to the limitations set forth in this clause, the prices shall be adjusted by the same percentage that the Adjusting Price Index bears to the Base Price Index. Upon publication of the Adjusting Price Index, the Contracting Officer shall calculate the price adjustment as follows:

- (1) Divide the Adjusting Price Index by the Base Price Index to arrive at a quotient; and,
- (2) Multiply the quotient derived above by the applicable contract unit price(s) for the preceding Contract Calendar Year.

The PPI to be used in calculating the above price adjustment(s) shall be that index for the Code Number and Commodity specified in Paragraph (b) (1) above. If the BLS fails to publish the selected index for the Code Number and Commodity during the preceding Contract Calendar Year, or if the Code Number and Commodity of the index cease to be relevant with respect to the intent of this clause, the Contractor and the Contracting Officer shall agree on an appropriate method of establishing the Adjusting Price Index. Failure of the Contractor and Contracting Officer to agree on an appropriate Adjusting Price Index shall constitute a dispute within the meaning of the "Disputes" clause of the contract.

(e) Contract Modifications. Subject to the limitations in Paragraph (f) of this clause, at the end of each Contract Calendar Year, the price adjustment(s) to be made hereunder shall be evidenced by a Modification signed by the Contractor and the Contracting Officer. The Modification shall be issued within thirty (30) days of the final day of the preceding Contract Calendar Year, and:

- (1) Shall set forth the unit price(s) as adjusted in accordance with this clause to establish the Contract Price(s) for the ensuing Contract Calendar Year; and
- (2) Shall adjust the unit prices for supplies covered by Delivery Orders which were issued during the preceding Contract Calendar Year, but are undelivered on the

ADDENDUM TO FAR 52.212-4 (Continued)

first day of the second or other succeeding Contract Calendar Year; and

- (3) Shall adjust the unit prices for supplies covered by Delivery Orders issued between the first day of the second or other succeeding Contract Calendar Year and the date of issuance of the Modification unless already adjusted under (e) (1) above; and,
- (4) Shall set forth an aggregate monetary adjustment, by way of increase or decrease, to cover the net adjustment due either to the Contractor or to the Government for all supplies covered by Delivery Orders under which delivery was completed during the preceding Contract Calendar Year. If the adjustment results in an increase in the price(s), the monies shall be obligated at the time of the mailing of the finalized Modification to the Contractor, and the Contractor shall submit the invoice therefore, with specific reference to the Modification by which the adjustment has been implemented. If the adjustment results in a decrease in the price(s), the Contractor shall submit its check or its credit memorandum in the amount of the decrease within thirty (30) days of the date of the Modification. Failure by the Contractor to remit payment, or to furnish a credit memorandum within the thirty (30) day period, will result in initiation by the Contracting Officer of debt collection procedures, including administrative offset against monies owed by DSCP to the Contractor under this contract or any other contract(s).

(f) Limitations. Notwithstanding any other provision of this clause, price adjustments hereunder shall be subject to the following limitations:

(1) Any upward economic price adjustment shall not exceed **10 %**. Accordingly, at the end of each Contract Calendar Year when prices hereunder are adjusted to establish the contract price(s) for the ensuing Contract Calendar year such adjustment shall not exceed **10 %**. Further, the aggregate monetary increase under this clause shall not exceed **10 %** of the aggregate value of all Delivery Orders for which delivery was completed during the Contract Calendar Year for which the adjustment applies.

(2) There shall be no limitation on the decreases under this clause.

(g) Disputes. Any disagreement which arises in connection with the administration of this clause shall constitute a dispute under the "Disputes" clause of the contract.

(h) Warranty. The Contractor warrants that, as of the contract date, the price(s) set forth in this contract do not include any contingencies or allowances for increases in the cost of performance related to cost elements which are included in the PPI established by the BLS for the Code No. and Commodity set forth in Paragraph (b) (1) of this clause.

I196 DSCP 52.217-9I16 SURGE OPTION REQUIREMENT (OCT 2001)

ADDENDUM TO FAR 52.212-4 (Continued)

Notwithstanding any order limitations specified elsewhere in this solicitation, the contractor must satisfy the surge and sustainment requirements set forth in this clause.

(a) Definition.

Surge Requirements are unanticipated demands for accelerated delivery of supplies or services within existing industrial capabilities during wartime and during peacetime emergencies. This includes the ability of the supplier to ramp-up quickly to meet early requirements as well as to sustain the increased pace throughout the emergency.

(b) Surge Option.

The Government reserves the right to exercise an option under this contract to meet surge requirements on an item-by-item basis as shown on the attached spreadsheet(s). The Government also reserves the right to accelerate the rate of delivery called for by the contract, if this is a definite quantity contract; or, if this is an indefinite delivery contract, establish an accelerated rate of delivery for orders issued under this option.

(c) Special Terms and Conditions Related to Surge Requirements.

If the Contractor is a manufacturer, the materials needed to produce the surge quantities specified in the attached spreadsheet shall be acquired, stored and managed by the Contractor. If the Contractor is a non-manufacturer, the resources needed (for example, access to raw material, inventories, production capabilities, and transportation services) to provide the surge quantities as specified in the attached spreadsheet shall be obtained by the Contractor. In either case, the Contractor shall maintain and rotate these materials and/or end items and/or continuously maintain access to the resources needed to support surge requirements. The Contractor is contractually obligated to ensure that the capabilities exist to fulfill the surge requirements specified in the attached spreadsheet, if and when the Surge Option is exercised.

The Contractor shall not revise the surge option delivery schedule without the prior approval of the contracting officer.

The contracting officer may exercise this Surge Option at any time prior to acceptance by the Government of the final scheduled delivery under the contract. At his or her discretion, the contracting officer may provide preliminary notification of the exercise of this Surge Option verbally or by written or electronic means, which shall state the quantities to be added or accelerated under the terms of the clause. The preliminary notice will be followed by a Contract Modification incorporating the previously given notice, and establishing a not-to-exceed price, unless a previously agreed to surge option price has been established. The not-to-exceed price shall be the highest contract unit price for the added or accelerated items on the date of the notice.

ADDENDUM TO FAR 52.212-4 (Continued)

The prices applicable to the basic contract quantities shall be those prices stated in the Award/Contract. The prices applicable to the surge option quantities shall be the agreed to or not-to-exceed prices mentioned in the preceding paragraph. If an agreed to price has not been established at the time of the exercise of the surge option, no later than thirty (30) days after the date of the exercise of the option, the Contractor shall submit a cost or price proposal, together with justification for the cost/price, including holding or storage costs, for the materials required to produce the added/accelerated items (if the Contractor is a manufacturer), or for the added or accelerated items (if the Contractor is a non-manufacturer). Any failure to agree on a final price applicable to those materials or items within the scope of this Surge Option provision shall be a dispute within the meaning of the Disputes clause of the contract. However, nothing in this clause shall be cause for the Contractor to refrain from performance under the Surge Option pending resolution of any dispute.

The Contractor will not be required to deliver supplies or services at a rate greater than the delivery rate detailed in the attached spreadsheet. Further, no delivery under the exercise of this Surge Option shall be required more than 24 calendar months subsequent to Government acceptance of the final scheduled delivery under the contract.

Example

Final Day of Contract: 31 Dec 01

*Final Delivery Order
Issued Under Contract: 30 Dec 01 (Due Date - 31 May 02)*

*Acceptance of Final
Delivery Order by Gov't: 28 May 02*

The Surge Option may be exercised any time up until 28 May 02. No delivery under the Surge Option is required after 28 May 04.

Materials or supplies, up to the maximum surge period quantity cited in the attached Surge Spreadsheet, purchased by the Contractor in anticipation of the exercise of this Surge Option will be purchased by the Government if, during contract performance, the Surge Option is not invoked and the Contractor can demonstrate that the materials or supplies have no commercial market value. If the contract contains a Guaranteed Minimum either in quantities or dollar value, which has not been expended by the conclusion of the contract, payment(s) toward such guaranteed minimum shall be applied against the Contractor's claim for reimbursement of such purchases.

(d) Surge Testing.

ADDENDUM TO FAR 52.212-4 (Continued)

The Government reserves the right to perform surge tests, or to require the contractor to conduct surge tests, to validate the surge capabilities (i.e., ability to ramp up quickly, to sustain a required level, or both) as described in the contractor's surge and sustainment plan. These tests may be paper exercises, simulations, participation in live exercises, participation in Joint Chiefs of Staff (JCS) and Commander-in-Chief (CINC) exercises approved in the DLA Joint Training Plan, or any other methodology that can validate the contractor's surge and sustainment capability. Within one week after conduct of the test, the Contractor shall submit to the contracting officer a validation results report that clearly describes performance under the test, identifies all deficiencies found, and provides a plan of action to remedy these deficiencies.

The surge requirements are as follows:

NSN	30	60	90	120	150	180	Total
5305-00-004-7395	13	0	0	0	0	0	13
5305-00-068-0540	0	1	241	241	241	241	965
5305-00-097-3029	3	3	3	3	3	3	18
5305-00-366-6236	83	31	34	0	0	0	148
5305-00-514-0383	3	0	0	0	0	0	3
5305-00-515-9455	260	260	260	260	260	260	1560
5305-00-543-4517	33	32	31	0	0	0	96
5305-00-876-6687	82	79	80	0	0	0	241
5305-00-921-0949	0	0	39	39	39	39	156
5305-00-957-5897	3	2	2	0	0	0	7
5305-00-959-0382	39	12	12	12	12	12	99
5305-00-978-9359	9	9	9	9	9	9	54
5305-00-978-9379	6	1	1	0	0	0	8
5305-00-983-5334	229	27	29	0	0	0	285
5305-00-983-6652	24	0	2	2	2	2	32
5305-00-983-6655	6	1	1	0	0	0	8
5305-00-988-5308	11	12	10	0	0	0	33
5305-00-988-7602	21	5	154	150	150	150	630
5305-00-988-7845	18	0	0	0	0	0	18
5305-00-989-3119	3	0	0	0	0	0	3
5305-01-086-1723	1	0	0	0	0	0	1
5305-01-119-8825	29	27	28	0	0	0	84
5305-01-122-9633	5	0	0	0	0	0	5
5305-01-122-9634	1	0	0	0	0	0	1
5305-01-122-9635	2	0	0	0	0	0	2
5305-01-122-9637	11	0	0	0	0	0	11
5305-01-124-7057	5	0	0	0	0	0	5
5305-01-176-2604	1	1	1	1	1	1	6
5305-01-181-8958	6	5	4	0	0	0	15

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (APRIL 2003)

(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); and
- (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:

{Contracting Officer shall check as appropriate.}

- (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 Total HUBZone Small Business Set-Aside.
- (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (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.
- (5) **52.219-8**, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) **52.219-9**, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)). *[Add Alternate I when using Sealed Bidding procedures. Add Alternate II when subcontracting plans are required at time of initial proposal; generally, this Alternate should be included.]*
Alternate II of 52.219-9.
- (7) **52.219-14**, Limitation 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 10U.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).
[Paragraphs (8) through (10) are not applicable at this time to DoD contracts.]
- (11) **52.222-21** Prohibition of Segregated Facilities.
- (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)

FAR 52.212-5 (Continued)

- ___ (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))

[Paragraphs (18) - (20) are not applicable to DoD contracts and have been deleted.]

- x (21) **52.225-13**, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

[Paragraphs (22) and (23) are not applicable to DoD contracts and have been deleted.]

- x (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)
x (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.).
[Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1102-4(c) or (d) (see DoD class deviation number 2000-O0006)].
 ___ (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

FAR 52.212-5 (Continued)

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. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64); and
- (5) **52.222-41**, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq*).

DFARS 252.212-7001 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2003)

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

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 DFARS 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) (10 U.S.C. 2416).

252.219-7003 Small, Small Disadvantaged Business, 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)

252.225-7001 Buy American Act and Balance of Payment Program (Apr 2003) (41 U.S.C. 10a-10d, E.O. 10582)

252.225-7012 Preference for Certain Domestic Commodities (Apr 2003) (10 U. S. C. 2533a)

252.225-7014 Preference for Domestic Specialty Metals (Apr 2003)(10 U.S.C. 2533a).

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (Apr 2003) (10 U.S.C. 2533a).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Apr 2003) (Alternate I) (Apr 2003)(10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).

252.225-7021 Trade Agreements (Apr 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)

DFARS 252.212-7001 (Continued)

- 252.225-7027** Restriction on Contingent Fees for Foreign Military Sales (Apr 2003) (22 U.S.C.2779) (Insert _____ in paragraph (b)(1))
- 252.225-7028** Exclusionary Policies and Practices of Foreign Governments (Apr 2003) (22 U.S.C. 2755).
- 252.225-7036** Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Apr 2003) (_____ Alternate I)(Apr 2003)(41 U.S.C.10a - 10d and 19 U.S.C. 3301 note)
- 252.225-7038** Restriction on Acquisition of Air Circuit Breakers (Apr 2003) (10 U.S.C. 2534(a)(3))
- 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).
- 252.232-7003** Electronic Submission of Payment Requests (Mar 2003)(10 U.S.C. 2227)
- 252.243-7002** Requests for Equitable Adjustment (Mar 1998)(10 U.S.C. 2410)
- 252.247-7023** Transportation of Supplies by Sea (May 2002) (_____ Alternate I) (Mar 2000) (_____ Alternate II) (Mar 2000) (_____ Alternate III) (May 2002) (10 U.S.C. 2631) .
- 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 (Federal Acquisition Regulation 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 (Apr 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

SCHEDULE OF SUPPLIES

IDT03098005110

NSN: 5305 – SCREW, MACHINE, VARIOUS—SEE ATTACHED LISTING. PLEASE NOTE DIFFERENT UNITS OF ISSUE (EG., HD, EA).

DESTINATION: SHALL BE TO ANY DESTINATION WITHIN THE CONTINENTAL UNITED STATES, EXCLUDING ALASKA

PREP FOR DELIVERY: PACKAGING CODES FOR STOCK
PACKAGING DATA-MIL-STD-2073 1D 15 DEC 99

COMPLETE PACKAGING DATA FOR EACH NSN CAN BE FOUND AFTER THE SCHEDULE OF SUPPLIES.

DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH MIL-STD-129 (LATEST REVISION) MARKING AND BAR CODING IN ACCORDANCE WITH AIM B1.

THE FOLLOWING STAMP APPLIES TO EACH LINE ITEM:

UNIT PACK APPLIES WHERE POSSIBLE

THE FOLLOWING APPLIES TO ALL ITEMS:

QUALIFIED SUPPLIERS LIST FOR MANUFACTURERS/QUALIFIED SUPPLIERS LIST FOR DISTRIBUTORS (QSLM/QSLD) REQUIREMENT (DSCP MARCH 1995)
ONLY MANUFACTURERS/SUPPLIERS ON THE QSLM/QSLD WILL BE ELIGIBLE FOR AN AWARD PURSUANT TO THIS SOLICITATION.

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0001	5305-00-045-3180 SCREW, MACHINE NASM24694 STD P/N MS24694S101 IS046 IS054	39043		EA	
0002	5305-00-053-1087 SCREW, MACHINE BRS BLK OXD FF-S-92B NASM35199 STD P/N MS35199-59 IS046 IS072	72		HD	
0003	5305-00-054-6651 SCREW, MACHINE IDENTIFY TO: MS51957 REV D P/N -27 IPE03 IS001 IS072	1940		HD	
0004	5305-00-055-2566 SCREW MACHINE STEEL CADMIUM PLATED FINISH NAS1219 REV 9 STD P/N -08-7 IPE03 IS054	1580		EA	
0005	5305-00-057-0490 SCREW, MACHINE NASM24694 STD P/N MS24694S4 IS046 IS054	2309		HD	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0006	5305-00-057-0493 SCREW, MACHINE NASM24694 STD P/N MS24694S9 IP010 IPE03 IS054	1991		HD	
0007	5305-00-065-6164 SCREW, MACHINE 78286 UNITED TECH CORP SIKORSKY ACFT DIV 78286 65302-12066 REV K P/N -101 IS046 IS054	3945		EA	
0008	5305-00-066-7322 SCREW, MACHINE NASM24694 STD P/N MS24694C52 I0045 IPE03 IS054	709		HD	
0009	5305-00-068-9183 SCREW, MACHINE FF-S-92B NASM35202 STD P/N MS35202-55 IS072	6155		EA	
0010	5305-00-082-1760 SCREW MACHINE MIL-S-8879C NASM 21287 STD P/N MS21287-02 IS054	1614		EA	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0011	5305-00-082-6739 SCREW, MACHINE FF-S-92B NASM51959 P/N MS51959-111 IP010 IS072	608	HD		
0012	5305-00-082-6780 SCREW, MACHINE NASM27039 STD P/N MS27039-1-12 IP010 IPE03 IS054	1111	HD		
0013	5305-00-097-7329 SCREW MACHINE //82DEG SOCKET HEAD// (80020) NAVAL AIR WARFARE CENTER AIRCRAFT DIV IDENTIFY TO 80020 515646 REV H 80020 REL-01-12699 80020 REL-02-12132 ALRE ITEM ACFT LAUNCH& RECOVERY EQUIP DWG P/N-1 VALIDATES REL-01-12699 IPE03 IR004 IS001 IS054	16284	EA		

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0014	5305-00-114-1637 SCREW, MACHINE 55820 HAMILTON SUNDSTRAND CORP 55820 102926 REV B DWG P/N -1 IPE03 IS046 IS054	4581		EA	
0015	5305-00-162-2975 SCREW, MACHINE 99207 GENERAL ELECTRIC ACFT ENGINE GP 99207 R1470 THRU R1474 REV B MIL-STD-130K STD P/N 41473P002 IPE03 IS046 IS054	1854		EA	
0016	5305-00-173-8424 SCREW, MACHINE NAS1216 REV 10 P/N -08E7 IPE03 IS054	5645		EA	
0017	5305-00-180-0009 SCREW, MACHINE NASM525 REV 1 NASM7839 STD P/N AN525-10R7 IPE03 IS046 IS054	1496		HD	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0018	5305-00-180-0011 SCREW, MACHINE NASM525 REV 1 NASM7839 STD P/N AN525-10R9 IPE03 IS046 IS054	1211		HD	
0019	5305-00-180-0285 SCREW, MACHINE STEEL, CADMIUM OR ZINC PLATED NASAM525 REV 1 NASM7839 STD P/N AN525-10R24 IS054	339		HD	
0020	5305-00-206-6901 SCREW, MACHINE 43999 BOEING CO 43999 191-14884 REV 13 IPE01 IPE03 IS046 IS054	6847		EA	
0021	5305-00-207-1786 SCREW, MACHINE NAS517 REV 4 NASM7839 STD P/N -3-12 IPE01 IPE03 IS054	1126		HD	
0022	5305-00-207-2793 SCREW, MACHINE NASM24694 STD P/N MS24694C98 IS054	843		HD	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0023	5305-00-231-1552 SCREW, SPECIAL (80539) S P S TECHNOLOGIES 80539 S.D.300.110148 REV A DWG 110148-NC4-6 IPE03 IS046 IS054	5792		EA	
0024	5305-00-235-0184 SCREW, MACHINE 10001 BUREAU OF NAVAL WEAPONS 10001 3017195 REV B IS046 IS072	2717		EA	
0025	5305-00-240-0194 SCREW, MACHINE FF-S-92B MS51849 REV A STD P/N -76 IS072	2081		HD	
0026	5305-00-274-7598 SCREW, MACHINE CRES, PSVT 5/16-18 UNC 2A X 1-1/2 FF-S-92B TY I STY 2S IS072	479		HD	
0027	5305-00-292-8856 SCREW, MACHINE (77445) PRATT AND WHITNEY ACFT. 77445 204308 REV A3 IPE03 IS046 IS054	4345		EA	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0028	5305-00-340-4469 SCREW, MACHINE HONEYWELL INTL INC (99193) 99193 S9093 REV B P/N S9093-82-07A IPE03 IS046 IS054	2529	EA		
0029	5305-00-350-1210 SCREW, MACHINE 19207 US ARMY TANK-AUTOMOTIVE COMMAND 16326 CS-2300-0001 REV B 19207 7374809 REV C IPE01 IS016 IS046 IS054	452	HD		
0030	5305-00-365-2869 SCREW,MACHINE UNITED TECHNOLOGIES CORP (77445) 77445 2147967 REV A P/N 2147967 IPE03 IS046 IS054	5321	EA		

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0031	5305-00-365-2934 SCREW, MACHINE 93907 TEXTRON HEAT TREAT PER MIL-H-6875 USE AMS 7470 I/L/O PWA-S-7470 USE ANSI Y14.5 I/L/O PWA362-19 USE MIL-S-8879A I/L/O PWA355 USE ANSI Y14.5 I/L/O PWA360 USE MIL-STD-130 I/L/O PWA310 77445 4001891 REV D 77445 PWA586 REV T 77445 PWA830 REV BD 77445 QAD4001891 REV B DWG P/N 4001891 IPE03 IS001 IS054	2343	EA		
0032	5305-00-365-2943 SCREW, MACHINE 77445 UNITED TECHNOLOGIES INC EXCEPTIONS TO DWG: USE AMS 7461 I/L/O/ PWA-S-7461 USE ANSI B46.1 FOR SURFACE TEXTURE PWA 830 IS NOT REQUIRED 77445 4015959 REV D 77445 QAD4015959 REV C DWG P/N 4015959 IPE03 IS054	6677	EA		

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0033	5305-00-395-8498 SCREW, MACHINE 77445 4038960 REV B 77445 PWA310 RE V AY 77445 PWA355 REV Y 77445 PWA360 REV R 77445 PWA362 REV N 77445 PWA550 REV T 77445 PWA830 REV BJ 77445 QAD4038960 IPE03 IS046 IS054	13670		EA	
0034	5305-00-411-6899 SCREW, MACHINE 80539 SPS TECHNOLOGIES INC 50349 110137 REV A P/N SD.300.110137NC3-8 IPE01 IPE03 IS046 IS054	6815		EA	
0035	5305-00-411-6900 SCREW, MACHINE 50394 SPS TECHNOLOGIES 50394 110137 REV A DWG P/N NC3-9 IPE03 IS046 IS054	9200		EA	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0036	5305-00-411-6901 SCREW, MACHINE 80539 SPS TECHNOLOGIES 80539 110137 REV A P/N 110137NC3 -10 IPE03 IS046 IS054	15004		EA	
0037	5305-00-411-6902 SCREW, MACHINE 80539 SPS TECH INC AEROSPACE & IND PROD 50394 110137 REV A P/N SD.300.110137NC3 -11 IPE03 IS046 IS054	17748		EA	
0038	5305-00-411-6915 SCREW, MACHINE 06725 A1102 REV E DWG P/N S08-10 IPE03 IS046 IS054	1920		HD	
0039	5305-00-411-6917 SCREW, MACHINE 06725 AIR INDUSTRIES CORP 06725 A1102 REV E P/N S08-15 IS046 IS054	53490		EA	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0040	5305-00-436-7690 SCREW, MACHINE (50394) SPS TECHNOLOGIES INC 50394 110137 REV A DWG P/N NC4-12 IPE01 IPE03 IS046 IS054	2353		EA	
0041	5305-00-455-6975 SCREW, MACHINE 10001 NAV SEA ORD COMD 10001 2413235 REV V DWG P/N -2 IPE04 IS046 IS072	1305		EA	
0042	5305-00-473-0608 SCREW,MACHINE 63005 EDT-500 REV 9 63005 EIS1017 REV J 63005 EPS10676 REV C 63005 EPS11318 REV E 73342 6871527 REV C 73342 EDT-501 REV 4 IPE03 IS046 IS054	980		EA	
0043	5305-00-500-2404 SCREW, MACHINE NAS1216 REV 10 STD P/N -08E9 IS054	11363		EA	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0044	5305-00-500-9394 SCREW, MACHINE 19205 SPRINGFIELD ARMORY 19205 5009394 REV H IS003 IS046 IS054	4335		EA	
0045	5305-00-507-9281 SCREW, MACHINE STEEL, BLACK CADMIUM PLATE PER QQ-P-416 TYPE II, CLASS 3 STD APPLIES EXCEPT FOR FINISH NASM525 NASM7839 P/N AN525-832-8 IPE03 IS046 IS054	340		EA	
0046	5305-00-515-2938 SCREW, MACHINE 19205 SPRINGFIELD ARMORY 19205 5152938 REV J IPE03 IS072	1312		EA	
0047	5305-00-515-3192 SCREW, MACHINE 19200 US ARMY ARMAMENT R&D COMMAND ALTERNATE MATERIAL C4140 OR C4142 IS ACCEPTABLE 19200 5153192 REV E IS046 IS072	2324		EA	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0048	5305-00-534-3864 SCREW, MACHINE 81205 BOEING CO. 81205 BACB30BF REV M DWG P/N 3K3 IPE03 IS046 IS054	14482	EA		
0049	5305-00-567-9661 SCREW, MACHINE 03104 TELEDYNE IND INC THREAD FORM PER MIL-S-7742 ***** NOTE: SCREWS TO BE FULLY THREADED; TWO IMPERFECT THREADS MAXIMUM. ***** INTERPRET DWG PER ANSI Y14.5 03104 523748 REV E IPE03 IS046 IS054	4676	EA		
0050	5305-00-576-7810 SCREW, MACHINE NASM525 REV 1 NASM7839 P/N AN525D10R10 IS054	356	HD		
0051	5305-00-579-5163 SCREW, MACHINE 81205 BOEING CO 81205 BACB30BF REV M STD P/N 3K5 IPE03 IS046 IS054	4170	EA		

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0052	5305-00-582-5807 SCREW, MACHINE-DRILLED FILLISTER HEAD 96906 MILITARY STANDARDS FF-S-92B MS35265 REV C NOTICE 2 STD P/N - 28 I0045 IPE03 IS072	830		HD	
0053	5305-00-614-0270 SCREW, MACHINE STEEL, CADMIUM PLATE AND CHROMATE FINISH FF-S-92B MS35265 REV C STD P/N -44 IS072	439		HD	
0054	5305-00-638-7343 SCREW, MACHINE 81205 BOEING CO. PRIMARY DWG BACB30BF 81205 BACB30BF REV M ACOQC IS REQUIRED ASTM B196 MS9006 REV C SAE-AMS-QQ-P-416A ALLOY 172 STD P/N -3K4 TY 1, CL 3 IPE03 IS054	10340		EA	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0055	5305-00-639-4311 SCREW, MACHINE 81205 BOEING CO 81205 BACB30BF REV M STD P/N 3K2 IPE03 IS046 IS054	20961		EA	
0056	5305-00-660-2026 SCREW, MACHINE 81205 BOEING CORP 81205 BACB30BF REV M DWG P/N -4K6 IPE03 IS046 IS054	1837		EA	
0057	5305-00-672-4297 SCREW, MACHINE 81205 BOEING CO 81205 BACB30BF REV M DWG P/N 3-5 IPE01 IPE03 IS046 IS054	24676		EA	
0058	5305-00-680-6046 SCREW, MACHINE AS9316 STD P/N MS9316-03 IPE03 IS054	15579		EA	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0059	5305-00-680-9454 SCREW, MACHINE 81205 BOEING CO 81205 BACL10Y REV C DWG P/N BACL10YLB4 -31 IS046 IS054	8267		EA	
0060	5305-00-687-6724 SCREW, MACHINE STL CAD PLD AN503 REV 5 NASM7839 STD P/N -6-6 I0045 IS054	598		HD	
0061	5305-00-705-2388 SCREW, MACHINE NASM24694 STD P/N MS24694S60 IPE03 IS054	638		HD	
0062	5305-00-719-5403 SCREW, MACHINE NASM24694 STD P/N MS24694S54 IS054	4115		HD	
0063	5305-00-719-5404 SCREW, MACHINE NASM24694 STD P/N MS24694S55 IS054	935		HD	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0064	5305-00-720-8429 SCREW, MACHINE FF-S-92B MS35266 REV C STD P/N -60 IP010 IS072	940	HD		
0065	5305-00-781-9057 SCREW, MACHINE NASM27039 STD P/N MS27039-1-08 I0045 IP010 IS054	5793	HD		
0066	5305-00-797-4400 SCREW, MACHINE (99207) GENERAL ELECTRIC CO 99207 R1057 REV F DWG P/N P6SL IPE03 IS046 IS054	9608	EA		
0067	5305-00-805-3576 SCREW, MACHINE NAS1102 REV 9 STD P/N -3-10 IS046 IS054	2539	HD		
0068	5305-00-811-5221 SCREW, MACHINE STEEL, CADMIUM PLD 18876 9096337 REV C IS046 IS054	525	EA		

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0069	5305-00-812-8644 SCREW, MACHINE NAS 1096 REV 7 NASM7839 STD P/N -3-8 I0045 IS054	1580	HD		
0070	5305-00-813-2791 SCREW, MACHINE NAS600 THRU 606 REV 8 NASM7839 STD P/N NAS603-9P IS046 IS054	1840	HD		
0071	5305-00-824-2018 SCREW, MACHINE NASM24694 STD P/N MS24694C61 IS054	198	HD		
0072	5305-00-824-2023 SCREW, MACHINE CRES PSVT NASM24694 STD P/N MS24694C51 I0045 IS054	5233	HD		
0073	5305-00-824-6254 SCREW, MACHINE NAS1218 REV 11 STD P/N -3-4 IS054	3124	EA		

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0074	5305-00-834-2071 SCREW, MACHINE 43999 ROCKWELL INTERNATIONAL CORP 43999 7S39 REV C STD P/N C3A3 IPE01 IPE03 IS046 IS054	20896		EA	
0075	5305-00-857-2521 SCREW, MACHINE AS9316 P/N MS9316-05 IPE03 IS054	16072		EA	
0076	5305-00-857-5867 SCREW, MACHINE STEEL, CADMIUM PLATED MS9122 REV A STD P/N -03 IPE03 IS046 IS054	33853		EA	
0077	5305-00-880-1446 SCREW, MACHINE MS9178 REV B STD P/N -07 IS072	4271		EA	
0078	5305-00-885-9882 SCREW EXTERNALLY RELIEVED BODY 82918 BOEING CO BOEING MILITARY ACFT 82918 36-2275 REV D DWG P/N -501 IS046 IS054	567		EA	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0079	5305-00-891-1784 SCREW, MACHINE NASM27039 STD P/N MS27039-4-12 IP010 IS046 IS054	537	HD		
0080	5305-00-904-5808 SCREW, MACHINE 99207 GENERAL ELECTRIC CO 99207 R1440 REV A 99207 R1440 THRU R1445 REV A DWG P/N R1445P005 P/N R1445P005 IS046 IS054	416	EA		
0081	5305-00-912-7308 SCREW, MACHINE NASM27039 STD P/N MS27039-1-14 IS054	2368	HD		
0082	5305-00-914-3829 SCREW, MACHINE 99207 G.E. CO ENGINE GROUP 07482 R1460-R1468 REV D P/N R1464P005L IPE03 IS046 IS054	1308	EA		

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0083	5305-00-914-5795 SCREW, MACHINE 99207 GENERAL ELECTRIC CO AIRCRAFT RELATED AND/OR CRITICAL - SEE PROCEDURE 99207 R1440 REV A P003 IPE01 IPE04 IS046 IS054	174		EA	
0084	5305-00-914-5802 SCREW, MACHINE 07482 GENERAL ELECTRIC CO. 07482 R501 THRU R509 REV C DWG P/N R502P18NL IPE03 IS046 IS054	242		EA	
0085	5305-00-921-0919 SCREW, MACHINE NASM27039 STD P/N MS27039-0807 IS054	1023		HD	
0086	5305-00-925-7862 SCREW, MACHINE NASM27039 STD P/N MS27039-1-15 IPE03 IS054	736		HD	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0087	5305-00-925-9674 SCREW, MACHINE NASM27039 STD P/N MS27039-1-10 I0045 IPE01 IPE03 IS054	3915	HD		
0088	5305-00-928-1629 SCREW, MACHINE NASM27039 STD P/N MS27039C1-14 IS054	15064	EA		
0089	5305-00-939-0483 SCREW, MACHINE 77445 UNITED TECHNOLOGIES CORP USE ANSI B46.1 I/L/OPWA351.USE MIL-STD-8879 I/L/O PWA355.ISE MIL-STD-130 I/L/O PWA310 USE ANSI Y14.5 I/L/O PWA360. 77445 537985 IPE01 IPE03 IS001 IS046 IS054	594	EA		
0090	5305-00-939-9231 SCREW, MACHINE IDENTIFY TO: FF-S-92B NASM35275 P/N MS35275-244 IPE03 IS001 IS075	819	HD		

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0091	5305-00-943-8096 SCREW, MACHINE CRES NAS560 REV 5 STD P/N XK3P4 IS054	2298	EA		
0092	5305-00-944-5929 SCREW, MACHINE NASM27039 STD P/N MS27039-1-07 I0045 IPE03 IS054	3757	HD		
0093	5305-00-947-4278 SCREW, MACHINE NASM27039 STD P/N MS27039DD1-08 IS054	36602	EA		
0094	5305-00-948-4152 SCREW, MACHINE NASM27039 STD P/N MS27039-1-13 I0045 IPE03 IS054	1016	HD		
0095	5305-00-957-1497 SCREW, MACHINE STL CAD PLD & CHROMATE TREAT FF-S-92B NASM35191 P/N MS35191-293 IS072	998	HD		

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0096	5305-00-958-5266 SCREW, MACHINE IDENTIFY TO: FF-S-92B NASM35190 STD P/N MS35190-342 IPE03 IS001 IS072	10		HD	
0097	5305-00-969-6495 SCREW, MACHINE IDENTIFY TO: FF-S-92B NASM24693 STD P/N MS24693 -C25 IP010 IPE03 IS001 IS072	1796		HD	
0098	5305-00-984-5680 SCREW, MACHINE FF-S-92B NASM35206 P/N MS35206-300 IPE03 IS072	2457		HD	
0099	5305-00-984-6214 SCREW, MACHINE FF-S-92B NASM35206 STD P/N MS35206-267 IS072	1703		HD	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0100	5305-00-988-1724 SCREW,MACHINE 80205 NASM35206 81348 FF-S-92B P/N MS35206-280 IPE03 IS072	4974	HD		
0101	5305-00-995-3440 SCREW, MACHINE STL CAD PLD W/CHROMATE FF-S-92B NASM35207 STD P/N-270 I0045 IS072	1079	HD		
0102	5305-01-009-1301 SCREW, MACHINE 99207 GENERAL ELECTRIC COMPANY 99207 R1470 THRU R1474 REV B DWG P/N R1473P005 IPE03 IS046 IS054	6314	EA		
0103	5305-01-010-2305 SCREW,MACHINE 07482 GENERAL ELECTRIC CO. 07482 J641-J649 REV U DWG P/N J642P03B IPE03 IS046 IS054	21058	EA		

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0104	5305-01-014-1172 SCREW, MACHINE 77751 FAIRCHILD IND INC REPUBLIC DIV 77751 S5009 REV C PN -10R9 IPE03 IS046 IS054	227	HD		
0105	5305-01-021-1856 SCREW, MACHINE STEEL, COMP 1213 PER ASTM A108 CADMIUM PLTD PER QQ-P-416 TY 1 CL 3 0.112-40 UNC-3A SLOTTED FILLISTER DRILLED HEAD LENGTH: 1.035" MIN 1.055" MAX THREAD LENGTH: 0.230" MIN 0.270" MAX 99193 AIRESEARCH MFG CO OF ARIZONA 70210 32529 REV G IAP01 IS046 IS054	1171	EA		
0106	5305-01-024-3258 SCREW, MACHINE NAS1218 REV 12 SAE AS7479A STD P/N -3E4 IS054	1249	EA		
0107	5305-01-030-2254 SCREW, MACHINE NASM27039 STD P/N MS27039C4-16 IS054	3092	EA		

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0108	5305-01-030-5535 SCREW, MACHINE 30003 NAVAL AIR SYSTEMS COMMAND 30003 2878270 REV A IPE03 IS046 IS072	8122		EA	
0109	5305-01-053-9767 SCREW, MACHINE STL MIL-S-5000 OR MIL-S-5626 OR MIL-S-6049 OR MIL-S-6098 OR MIL-S-8503 OR EQUAL 180000 PSI TS CD PL QQ-P-416 TY 2 CL 3 1/4-28 UNF-3A X 1/2 NOM W/THD 0.304 NOM LG 100 DEG FLAT CSK HD,TORQUE SET DRIVE HD DIA 0.422 - 0.499 SPEC APPLIES EXCEPT AS NOTED FF-S-92B IS046 IS054	2367		EA	
0110	5305-01-079-6563 SCREW, MACHINE NICKEL ALLOY, CAD PLTD NAS560 REV 5 STD P/N XK3P3 IS054	1268		EA	
0111	5305-01-086-7834 SCREW NAS560 REV 5 STD P/N HF4 -17 IPE03 IS054	1170		EA	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0112	5305-01-106-7500 SCREW NAS1218 REV 12 STD P/N NAS1812-4E50 IPE01 IS054	476		EA	
0113	5305-01-108-0035 SCREW CLOSE TOLERANCE NAS1218 REV 12 P/N -3V9 IPE03 IS054	1109		EA	
0114	5305-01-112-4337 SCREW, MACHINE 81205 BOEING CO 81205 BACB30BF REV M DWG P/N BACB30BF4K4 IPE03 IS046 IS054	7064		EA	
0115	5305-01-125-8247 SCREW,MACHINE 30003 NAVAL AIR SYSTEMS COMMAND IDENTIFY TO 30003 1534AS288 REV D IPE03 IS001 IS046 IS054	3976		EA	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0116	5305-01-142-4414 SCREW MACHINE 81205 BOEING CO 81205 BACB30BF REV M 81205 D-11805 REV D 81205 D2-2860 REV F STD P/N -3-3 IPE03 IS054	6323		EA	
0117	5305-01-144-3889 SCREW MACHINE /SCREW MACHINE FLAT HEAD 100DEG/ 99207 GENERAL ELECTRIC CO AIRCRAFT ENGINE GROUP 99207 C50T1067 REV S3 99207 R1470 THRU R1474 REV B PART SPEC REQMTS HARDWARE STD P/N R1474P009 IPE03 IS046 IS054	1697		EA	
0118	5305-01-146-2993 SCREW, MACHINE 36659 LOCKHEED-CALIFORNIA CO 36659 C-156-F REV 1 36659 LS9365 REV B P/N LS9365-517-3-5 IS046 IS054	10941		EA	
0119	5305-01-146-6133 SCREW, MACHINE LOCKHEED MARTIN CORP DBA (98897) 36659 C-156-F REV 1 36659 LS9365 REV B P/N LS9365-517-3-22 IS046 IS054	2473		EA	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0120	5305-01-146-6134 SCREW, MACHINE 98897 LOCKHEED MARTIN CORP 36659 C-156-F REV 1 36659 LS9365 REV B NAS498 REV 13 NASM7839 DWG P/N -517-3-26 IS046 IS054	6626		EA	
0121	5305-01-146-7275 SCREW MACHINE 36659 LOCKHEED CALIFORNIA 36659 LS9365 REV B NASM7839 DWG P/N -517-3-18 IS046 IS054	3023		EA	
0122	5305-01-167-3291 SCREW, ASSEMBLY 54578 GRINNELL FIRE PROTECTION SYSTEMS CO INC ASSEMBLY CONSISTS OF (1) MACHINE SCREW P/N S503 AND (1) FENDER WASHER P/N S502 54578 S502 REV B 54578 S503 REV B IPE03 IS046 IS072	4159		EA	
0123	5305-01-169-6383 SCREW MACHINE NAS1219 REV 9 P/N -4E26 IPE01 IPE03 IS054	3318		EA	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0124	5305-01-184-7862 CAPTIVE SCREW 04939 MARTIN MARIETTA CORP MISSLES INFORMATION GROUP 04939 717801682 REV A IPE03 IS046 IS054	411		EA	
0125	5305-01-186-3442 SCREW , MACHINE NAS1801 REV 2 P/N -3-17 IS054	13110		EA	
0126	5305-01-204-0977 SCREW,MACHINE AN500 REV 7 FF-S-92B STD P/N AD8-12 IS072	10600		EA	
0127	5305-01-221-5797 SCREW MACHINE NAS1221 REV 11 STD P/N -4-6 IPE01 IS054	140		EA	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0128	5305-01-242-3222 SCREW,MACHINE 43999 ROCKWELL INTERNATIONAL 43999 L2500109 REV A 43999 LA0103-004 REV L 43999 LA0104-026 REV C 43999 LA0116-020 REV H 43999 PLL2500109 REV A 43999 ST0501LT0007 REV L DWG P/N -015 IPE01 IPE03 IS054	323		EA	
0129	5305-01-259-6322 SCREW, MACHINE 19207 US ARMY TANK AUTOMATIVE COMMAND 19207 12342499 REV B DWG P/N -1 IS072	72528		EA	
0130	5305-01-266-9341 SCREW,MACHINE 80063 U S ARMY COMMUNICATIONS 80063 A3144315 REV D IS046 IS072	1683		EA	
0131	5305-01-287-3104 SCREW, MACHINE 00784 A T I TOOLS INC 00784 1287044 REV B DWG P/N -1 IPE03 IS046 IS072	859		EA	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0132	5305-01-295-3018 SCREW, MACHINE NAS8100 THRU 8106 REV 5 STD P/N NAS8101U12 IPE03 IS054	108	EA		
0133	5305-01-303-4320 SCREW,MACHINE 82577 HUGHES AIRCRAFT CO MAKE FROM NAS1101E6-7 OR NAS1101E6-8 82577 7005211 REV A IPE03 IS054	9145	EA		
0134	5305-01-315-2438 SCREW,MACHINE NAS1221 REV 11 P/N -R08V24 IS054	1467	EA		
0135	5305-01-316-7942 SCREW, MACHINE 77445 PRATT & WHITNEY 77445 QADST2468 REV A 77445 ST2468 DWG P/N -014 IPE03 IS054	175	EA		
0136	5305-01-322-6000 SCREW, MACHINE (28528) ITT AEROSPACE 28528 1138051 REV E DWG P/N G1 IS046 IS072	1829	EA		

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0137	5305-01-323-3107 SCREW,MACHINE NAS1083 THRU 1088 REV 5 P/N NAS1085V25HT IPE01 IS054	324		EA	
0138	5305-01-338-4566 SCREW, MACHINE NAS1221 REV 11 STD P/N -04V11 IS054	154		EA	
0139	5305-01-363-8413 SCREW,MACHINE 78286 UNITED TECHNOLOGIES SIKORSKY DIV 78286 SS5111 REV 3 DWG P/N -05-008 IPE03 IS046 IS054	1947		EA	
0140	5305-01-366-8866 SCREW,MACHINE 03538 MARTIN MARIETTA CORP 03538 0441C0173 REV V DWG P/N -2 IS046 IS072	723		EA	
0141	5305-01-372-8426 SCREW,MACHINE 19205 SPRINGFIELD ARMORY 19205 7265596 REV H IPE03 IS046 IS054	4976		EA	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0142	5305-01-376-5500 SCREW, MACHINE NAS1218 REV 12 STD P/N -5-6P IPE01 IS054	361		EA	
0143	5305-01-417-1089 SCREW CAP SOCKET HEAD 80020 NAVAL AIR WARFARE CENTER AIRCRAFT DIV IDENTIFY TO: 80020 524405 FFS-S-86E P/N -3 IPE03 IS001 IS046 IS054	605		EA	
0144	5305-01-420-3016 SCREW,CAP,SOCKET HE 80064 NAVAL SHIP SYSTEMS COMMAND 80064 123-4642955 REV L DWG P/N ITEM 41 IPE03 IS046 IS054	458		EA	
0145	5305-01-420-3017 SCREW,CAP,SOCKET HE 80064 123-4642955 REV L IPE03 IS046 IS054	600		EA	

SCHEDULE OF SUPPLIES

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0146	5305-01-436-7267 SCREW, MACHINE 80539 STANDARD PRESSED STEEL CO. 80539 106363 REV K DWG P/N C3-2 IS054	20371		EA	
0147	5305-01-442-6183 SCREW, MACHINE NAS1189 REV 12 STD P/N V3T6LK IPE03 IS054	251		EA	
0148	5305-01-474-9128 SCREW,MACHINE NAS1216 REV 10 STD P/N -3E4LP IPE03 IS054	1156		EA	
0149	5305-01-484-7554 SCREW,MACHINE NAS1101 REV 11 STD P/N E3H16 IS054	328		EA	

SCHEDULE OF SUPPLIES
EXPLANATION OF TABLES

TABLE IPE01:

QAP EQ003 APPLIES.

TABLE IPE03:

CRITICAL ITEM - SOURCE INSPECTION REQUIRED. (DOES NOT APPLY WHEN AWARDED TO A QSLM/QSLD.)

TABLE IP010:

"THIS ITEM IS INCLUDED IN PLASTICS REMOVAL IN THE MARINE ENVIRONMENT (PRIME) PROGRAM. PACKAGING REQUIREMENTS ARE MANDATORY."

TABLE IS001:

MIL-STD-130K 15 JAN 00 IDENTIFICATION MARKING OF U.S. MILITARY PROPERTY.

TABLE IS046:

THE DRAWING(S) LISTED BELOW ARE AVAILABLE AT DSCP DURING *OPEN SOLICITATION ONLY*. TO RECEIVE A COPY OF THE DRAWING(S), YOU MUST ACCESS THE WORLD WIDE WEB; ENTER THE FOLLOWING URL (IN LOWER CASE LETTERS): [HTTP://ABIWEB.DSCP.DLA.MIL/ABI](http://ABIWEB.DSCP.DLA.MIL/ABI) AND FOLLOW THE PROMPTS. FOR ADDITIONAL INFORMATION CONCERNING TECHNICAL DATA, PLEASE CALL 215-737-7154/7140.

TABLE IS054:

QUALIFIED SUPPLIERS LIST FOR MANUFACTURERS/QUALIFIED SUPPLIERS LIST FOR DISTRIBUTORS (QSLM/QSLD) REQUIREMENT (DSCP MARCH 1995) FOR FSC'S 5305, 5306, 5307 AND 5310 (NUTS). ONLY MANUFACTURERS/DISTRIBUTORS LISTED ON THE QSLM/QSLD ARE ELIGIBLE FOR AN AWARD PURSUANT TO THIS SOLICITATION (CLASS 3 FASTENERS). SUPPLIERS NOT QUOTING IN COMPLIANCE WITH THE QSLM/QSLD REQUIREMENT MUST INDICATE THEY ARE DEVIATING FROM THE REQUIREMENTS OF THE SOLICITATION. ANY BID/QUOTE/OFFER BASED ON A PRODUCT SUPPLIED BY OTHER THAN AN APPROVED QSL DISTRIBUTOR, EVEN THOUGH THE PRODUCT MIGHT HAVE BEEN MANUFACTURED IN ACCORDANCE WITH THE DRAWING(S) AND/OR SPECIFICATION(S) AS CITED IN THE PURCHASE ITEM DESCRIPTION (PID) IS A BID/QUOTE/OFFER WITH EXCEPTION AND MUST BE SO INDICATED BY THE QUOTER/OFFEROR. ANY PRODUCT FURNISHED UNDER A CONTRACT OR ORDER FOR A PRODUCT DESIGNATED AS PART OF THE QSL PROGRAM, UNLESS SPECIFICALLY AUTHORIZED BY THE GOVERNMENT IN WRITING, MUST FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THE QSL PROGRAM. ANY PRODUCT, WHICH DOES NOT FULLY COMPLY WILL BE CONSIDERED AN UNAUTHORIZED SUBSTITUTION, AND MAY YIELD CRIMINAL PENALTIES IN ADDITION TO ANY CIVIL REMEDIES AVAILABLE TO THE GOVERNMENT. FOR MORE INFORMATION ABOUT THE QSL PROGRAM GO TO THE FOLLOWING WEBSITE: [HTTP://WWW.DSCP.DLA.MIL/GI/QSL/](http://WWW.DSCP.DLA.MIL/GI/QSL/) -OR- WRITE TO: DEFENSE SUPPLY CENTER PHILADELPHIA, ATTN: DSCP-ITA, BLDG 3/B, 700 ROBBINS AVENUE, PHILADELPHIA, PA 19111-5092.

TABLE IS072

QUALIFIED SUPPLIERS LIST FOR MANUFACTURERS/QUALIFIED SUPPLIERS LIST FOR DISTRIBUTORS (QSLM/QSLD) REQUIREMENT (DSCP OCTOBER 1999) FOR FSC'S 5305, 5306, 5307 AND 5310 (NUTS).

SCHEDULE OF SUPPLIES
EXPLANATION OF TABLES

ONLY MANUFACTURERS/DISTRIBUTORS LISTED ON THE QSLM/QSLD ARE ELIGIBLE FOR AN AWARD PURSUANT TO THIS SOLICITATION (CLASS 2 FASTENERS). SUPPLIERS NOT QUOTING IN COMPLIANCE WITH THE QSLM/QSLD REQUIREMENT MUST INDICATE THEY ARE DEVIATING FROM THE REQUIREMENTS OF THE SOLICITATION. ANY BID/QUOTE/OFFER/BASED ON A PRODUCT SUPPLIED BY OTHER THAN AN APPROVED QSL DISTRIBUTOR, EVEN THOUGH THE PRODUCT MIGHT HAVE BEEN MANUFACTURED IN ACCORDANCE WITH THE DRAWING(S) AND/OR SPECIFICATION(S) AS CITED IN THE PURCHASE ITEM DESCRIPTION (PID) IS A BID/QUOTE/OFFER WITH EXCEPTION AND MUST BE SO INDICATED BY THE QUOTER/OFFEROR. ANY PRODUCT FURNISHED UNDER A CONTRACT OR ORDER FOR A PRODUCT DESIGNATED AS PART OF THE QSL PROGRAM, UNLESS SPECIFICALLY AUTHORIZED BY THE GOVERNMENT IN WRITING, MUST FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THE QSL PROGRAM. ANY PRODUCT, WHICH DOES NOT FULLY COMPLY WILL BE CONSIDERED AN UNAUTHORIZED SUBSTITUTION, AND MAY YIELD CRIMINAL PENALTIES IN ADDITION TO ANY CIVIL REMEDIES AVAILABLE TO THE GOVERNMENT. FOR MORE INFORMATION ABOUT THE QSL PROGRAM GO TO THE FOLLOWING WEBSITE:
[HTTP://WWW.DSCP.DLA.MIL/GI/QSL/](http://www.dscp.dla.mil/gi/qs/) -OR- WRITE TO: DEFENSE SUPPLY CENTER PHILADELPHIA, ATTN: DSCP-ITA, BLDG 3/B, 700 ROBBINS AVENUE, PHILA, PA 19111-5092.

TABLE I0045:

DIRECT DELIVERY AWARDS FOR THIS NSN MAY REQUIRE A DX-A1 INDUSTRIAL PRIORITY RATING. COORDINATE THE AWARD WITH DSCP G&I DPAS OFFICER, DSCP-IDD, DSN 444-5462, STEVE DEERY.

Packaging Data

NSN	PC	WF	PM	PRES	HM	QUP	TYPE	LOPA	LOPB	OPI	PDTN	I_CNT	ICQ	MARK	ITC_MARK
5305000453180	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305000531087	27	A	0	1010000000A1	N	001	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305000546651	27	A	0	1010000000A1	N	001	C	E	Q	O	GBCC0FGG	D3	010	00	NO SPECIAL MARKING.
5305000552566	27	A	0	1010000000A1	N	100	S	E	Q	O	NIJJOMNN	D3	010	00	NO SPECIAL MARKING.
5305000570490	27	A	0	1010000000A1	N	001	C	E	Q	O	GBCC0FGG	D3	AAA	00	NO SPECIAL MARKING.
5305000570493	27	A	0	1010000000BL	N	001	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305000656164	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305000667322	27	A	0	1010000000D3	N	001	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305000689183	27	A	0	10100XXXXD3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305000821760	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305000826739	27	A	0	1010000000D3	N	001	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305000826780	27	A	0	1010000000BL	N	001	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305000977329	27	A	0	1010000000D3	N	050	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305001141637	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305001622975	27	A	0	10100XXXXA2	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305001738424	27	A	0	1010000000D3	N	100	S	E	Q	O	NNNNOMNN	10	AAA	00	NO SPECIAL MARKING.
5305001800009	27	A	0	1010000000A1	N	001	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305001800011	27	A	0	1010000000A1	N	001	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305001800285	27	A	0	10100XXXXD3	N	001	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305002066901	27	A	0	1010000000A1	N	100	C	E	Q	O	GBCC0FGG	D3	AAA	00	NO SPECIAL MARKING.
5305002071786	27	A	0	1010000000D3	N	001	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305002072793	27	A	0	10100XXXXA1	N	001	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305002311552	27	A	0	10100ZZ000A1	N	050	S	E	Q	M	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305002350184	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305002400194	27	A	0	1010000000A1	N	001	C	E	Q	O	GBCC0FGG	D3	010	00	NO SPECIAL MARKING.
5305002747598	27	A	0	10100XXXXD3	N	001	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305002928856	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305003404469	27	A	0	1010000000A1	N	001	C	E	Q	O	GBCC0FGG	D3	010	00	NO SPECIAL MARKING.
5305003501210	27	A	0	1010000000D3	N	001	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305003652869	27	A	0	10100ZZ000A1	N	050	S	E	Q	M	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305003652934	27	A	0	1010000000A1	N	001	C	E	Q	O	GBCC0FGG	D3	010	00	NO SPECIAL MARKING.

Packaging Data

5305003652943	27	A	0	1010000000A1	N	100	C	E	Q	O	GBCC0FGG	D3	010	00	NO SPECIAL MARKING.
5305003958498	01	A	0	101000000010	N	100	S	E	B	O	NIJJOMNN	XX	AAA	00	NO SPECIAL MARKING.
5305004116899	27	A	0	10100ZZ000A1	N	001	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
5305004116900	27	A	0	1010000000A1	N	100	C	E	Q	O	GBCC0FGG	D3	AAA	00	NO SPECIAL MARKING.
5305004116901	27	A	0	10100ZZ000A1	N	001	S	E	Q	O	NIJJOMNN	D3	AAA	00	NO SPECIAL MARKING.
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**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 100 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.

FAR 52.212-1 (Continued)

(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

FAR 52.212-1 (Continued)

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 Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it 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
(202) 619-8925
(Fax (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 4D, 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. (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 e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

Addendum to FAR 52.212-1**Addendum to 52.212-1(b) *Submission of offers.***

See Standard Form 1449 (Continuation Sheet), on page 2, for any specific instructions on how to submit your offer if mailed, hand carried 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.

Addendum to 52.212-1(c) *Period for acceptance of offers.*

- Period of acceptance is 100 days.

Addendum to 52.212-1(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.

Addendum to 52.212-1(h) *Multiple awards.*

The items to be acquired under this solicitation are necessary for the Defense Supply Center Philadelphia (DSCP) to support its customers. In order to ensure a constant and sufficient supply of these items, the Government reserves the following rights under this solicitation:

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

Addendum to 52.212-1(j) *Data Universal Numbering System (DUNS) Number*

The requirement to provide a DUNS number with the offer applies at all dollar values if the offeror is required to register in the Central Contractor Registration (CCR) Database in accordance with DFARS clause 252.204-7004.

Addendum to FAR 52.212-1

The clauses listed below are incorporated by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.
(Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR and DFARS: <http://www.acq.osd.mil/dp/dars> ;

DLAD, PROCLTRS and FARS DEVIATIONS: <http://www.dla.mil/j-3/j-336> ;

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

DSCP 52.209-9I02	Responsibility of Offerors (FEB 1970)
DSCP 252.214-9I08	Hand-Carried Offers (MAY 2001)
DSCP 252.215-9I08	Negotiated Solicitations-Responsiveness (NOV 1997)

DSCP 52.216-9I26 ELECTRONIC DATA INTERCHANGE (EDI) (JUL 1998)

(i) The Contractor shall list in the space provided below the name and address of the VAN that shall be used for the EDI transactions provided for under this contract. Any change in the VAN listed below must be approved by the Contracting Officer, in writing, prior to any change-over.

NOTE: Paragraph (h), as it appears in the DSCP Local Clauses, is deleted and replaced by the following:

(h) Information regarding EDI is available at World Wide Web URL at saso.dscp.dla.mil/ipu/acquisition/pe/flash.htm

DSCP 52.217-9I17 SUBMISSION OF SURGE/SUSTAINMENT PLAN (NOV 2000)

NOTE: Each offeror will be required to submit a Surge Plan with its initial offer. An approved Surge Plan will become part of any subsequent contract.

- (a) The offeror is required to submit a Surge Plan to the contracting officer with his proposal. If the offeror has previously submitted an Industrial Capabilities questionnaire (ICQ) to DSCP, (see paragraph (d)), paragraphs below which call for information that is contained in the offeror's ICQ may be addressed by advising the contracting officer to "See Previously Submitted ICQ". It the offeror's responsibility to ensure that all required information is provided.
- (b) Surge Plan must include:
- (1) a list, by contract number, of Government contracts being performed at the offeror's facility that have a surge provision; also include a description of your level of success in fulfilling surge requirements in existing contracts;
 - (2) a description of your strategies for meeting surge demands described in this solicitation and an explanation of how these strategies will be applied to the items

Addendum to FAR 52.212-1

included for surge in this solicitation;

(3) to the extent practicable, for any other Government contract, or any commercial contract, which the Offeror has in place on the date of submission of its proposal, the projected impact of the Government's invoking of the surge requirements to be included in the contract that will be awarded pursuant to this solicitation;

(4) all skilled labor requirements necessary to support the surge requirements;

(5) your Minimum Ordering Quantities, if any, and/or Economic Production Run Quantities for the items being provided.

(6) your methodology to enable visibility of, monitoring changes in, assessment of, and reporting on your base capabilities and your supplier base capabilities related to surge and sustainment requirements.

(7) a list of surge and sustainment items that may be difficult to provide quickly for initial ramp-up, or to provide at elevated demand levels for sustainment, and the reasons for these difficulties; list proposed solutions for overcoming these difficulties. (Under your price proposal, identify any significant investments (dollars) needed to implement propose solutions.)

(8) your access to and plans for coordinating distribution(receiving, storing, packaging and issuing) and transportation services needed to meet surge and sustainment requirements, including agreements with suppliers of these services and time frames for services provided.

(9) your agreements with suppliers that reflect access to supplier base resources, including commitments to hold rotating amounts of assets, and time frames for delivering these assets; also list commitments to provide access to production capabilities, and time frames for this access.

(c) Failure to provide a Surge Plan may render the offeror's proposal unacceptable.

(d) The offeror may obtain a copy of the Industrial Capabilities Questionnaire by contacting Ms. Linda Harrison of the General and Industrial Readiness Commodity Business Unit (CBU), DSCP-IR. Industrial Capability information may be submitted electronically via the World Wide Web Industrial Capabilities Assessment Program (WICAP) at the following DLA website:
<http://dscp123.dscp.dla.mil/wicap/> Browsers required are Internet Explorer 4.0 and above, or Netscape 3.0 and above.

A listing of surge items, quantities and delivery time frames is attached to the Addendum to FAR 52.212-4. This listing will be reassessed by the government periodically, with any updates to be relayed to the contractor within 3 calendar days.

Addendum to FAR 52.212-1**(End of Provision)****DSCP 52.217-9I19 NOTICE OF SURGE OPTION REQUIREMENT (NOV 2000)**

The Surge Option Requirement clause contained elsewhere in this solicitation lists the quantity of an item required at successive thirty-day intervals after notification by the Contracting Officer that the surge option is being exercised. If the offeror takes exception to either the quantity or the schedule, he must note the exception(s) in his proposal. Since the Government reserves the right to make an award without discussions, a proposal that does not satisfy the criteria set forth in the Surge Option Requirement clause may be considered unacceptable.

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **fixed price with economic price adjustment** contract resulting from this solicitation.

DSCP 52.214-9I03 AWARD BY ENTIRE LOT/ITEM/SUB-ITEM (AUG 1994)

(a) With respect to each lot/item/sub-item identified below, no award will be made for less than the full requirements shown in this solicitation for said lot/item/sub-item.

LOT _____

ITEM _____ ALL _____

SUB-ITEM _____

(b) If this is an Invitation For Bid (IFB), any offeror offering less than all of the solicitation requirements of any said lot(s)/item(s)/sub-item(s) will be non-responsive as to said lot/item/sub-item.

(c) If this is a Request For Proposal (RFP), any offeror offering less than all of the solicitation requirements of said lot(s)/item(s)/sub-item(s) may be precluded from consideration for award as to said lot/item/sub-item if the Contracting Officer elects to make an award without opening discussions.

(d) Offerors are cautioned that submission of an offer for selected item(s) within a given lot(s) is unacceptable; offers must be for all item(s) within a given lot(s). However, an offeror may submit an offer on any one or more lot(s).

Addendum to FAR 52.212-1**SPECIAL INSTRUCTIONS FOR THE SUBMISSION OF SOURCE SELECTION PROPOSAL INFORMATION:**

(a) Proposal Organization

- (1) Your proposal shall be prepared in two separate volumes and provided in the quantities shown below. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

VOLUME	VOLUME TITLE	# OF COPIES	MAXIMUM PAGE LIMIT
I	Technical	4	50
II	Business	2	N/A

- (2) During proposal evaluation, each volume will be reviewed separately. All cost/price information, if required, must be in Volume II. No reference to cost/price shall be included in the technical proposal. Each volume shall be separately bound (stapled is acceptable) to facilitate evaluation.

(b) **VOLUME I, TECHNICAL PROPOSAL – INCLUDES ALL PAST PERFORMANCE AND NON-PRICE RELATED DOCUMENTATION THAT THE OFFEROR SHALL SUBMIT:**

- (1) Technical proposals shall be presented in accordance with the instructions contained under the section titled, **SUBMISSION OF TECHNICAL PROPOSAL INFORMATION**, in order to facilitate Government evaluation. Continuation sheets shall clearly identify the solicitation number and your firm's name on each page. To be considered acceptable, the offeror's technical proposal must provide, as a minimum, the information requested in this clause.
- (2) You are required to prepare and submit your proposal aligned with the technical evaluation factors specified in the Addendum to 52.212-2 EVALUATION – COMMERCIAL ITEMS. Failure to provide the information requested by any of the technical evaluation factors may be considered a “no response” and a rating of “poor” or “no record” given on the applicable factor or subfactor. Statements made by the offeror that he understands, can or will meet the specification and/or Statement of Objectives or statements paraphrasing the specifications or parts thereof will be considered inadequate. Phrases such as “well known techniques will be used” or “standard procedures will be employed” will also be considered inadequate.
- (3) Proposals that are unrealistic in terms of technical or schedule commitments will be considered indicative of a lack of understanding of the solicitation requirements.

Addendum to FAR 52.212-1**(c) VOLUME II, BUSINESS PROPOSAL – INCLUDES ALL PRICING INFORMATION:**

- (1) For this solicitation, the Government requires the submission of a Business Proposal. The offeror may be required, at a later time, to furnish other than cost or pricing information as detailed in this clause.
- (2) To be acceptable, an offeror's business proposal must be complete, realistic, and reasonable.
- (3) If the offeror has an alternate pricing proposal, e.g., if pricing is more favorable based on normal production leadtimes versus leadtimes requested in this solicitation, please address this within your Business Proposal.

SUBMISSION OF TECHNICAL PROPOSAL INFORMATION:**1. PAST PERFORMANCE INFORMATION:**

The Offeror shall submit past performance information, covering the preceding twelve (12) calendar months, that is similar in nature, scope, complexity, and difficulty to the requirements proposed in this solicitation. Offerors that are newly formed entities without relevant company experience should identify past performance information as required above for all key personnel who have had experience with contracts that are similar in nature, scope, complexity and difficulty, who will work directly with this proposed contract.

For each contract vehicle identified above, the offeror shall include the following information as a minimum:

- (1) Contracting activity name, address, point of contact, and contact numbers, faxes and emails;
- (2) Contract/order number or other means of document identification;
- (3) A description of contract type (e.g. Indefinite Delivery/Indefinite Quantity contract, fixed price, fixed price with EPA, etc.);
- (4) The total dollar value of the contract;
- (5) A description of supplies and quantities; and
- (6) Delivery period covered.

For each contract vehicle identified, the offeror shall describe any nonconformances (e.g., late deliveries, failure to comply with specifications, warranty actions, etc.) customer complaints, and/or problems encountered, and an explanation of any remedies and/or corrective actions taken by the offeror. Offerors shall state, "no nonconformances or customer complaints exist for this contract," when applicable for each contract vehicle identified above.

Addendum to FAR 52.212-1

The offeror may describe any quality awards, commendations, and certifications that the offeror has received for quality performance in relation to the contract vehicles identified above. Offerors should provide the title and date of the award, the name of the awarding activity, and the reason for the award.

Each offeror will be evaluated on its past performance based on the information submitted above. The Government may also use past performance information obtained from other sources, including, but not limited to, records of objective measurements, subjective ratings, automated data residing in government systems, such as the Automated Best Value System (ABVS), statements of opinion, and Dun & Bradstreet reports.

Following is a sample client letter, authorizing the release of past performance information to the Government. Offerors should send copies to their private sector references.

SUBJECT: CLIENT AUTHORIZATION LETTER

Dear Client:

We are currently responding to a Defense Supply Center Phila. Request for Proposals for the procurement of _____.

They are placing increased emphasis in their procurements on past performance as a source selection factor. They are requiring that clients of entities responding to solicitations be identified, and their participation in the evaluation process be requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

We have identified Mr./Ms. _____ of your organization as the point of contact based on their knowledge concerning our work. Your cooperation is appreciated. Any questions may be directed to: _____.

Sincerely,

FAR 52.212-2 -- EVALUATION

(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. For this solicitation technical factors and price will be considered on an equal basis. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important. The following technical factors shall be used to evaluate offers:

1) Past Performance

-
- A. Delivery
 - B. Quality
 - C. Business Relations/Customer Satisfaction
-

Subfactors A and B are of *equal* importance, and of *higher* importance than Subfactor C.

Information Adverse To Offeror. In the event that the government's investigation of an Offeror's past performance reveals negative or adverse information, the Offeror will be afforded the opportunity to review such information and to provide its rebuttal or other comments.

Options. Evaluation of options shall not obligate the Government to exercise the option(s).

A written notice of award or acceptance of an offer, furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract. 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. Awards *may be* made bilaterally (two party), and the contractor's signature is required by an individual authorized to bind the company. The contract will not become effective until the contracting officer signs it.

ADDENDUM TO FAR 52.212-2 -- EVALUATION:**1. SOURCE EVALUATION AND SELECTION PROCEDURES:**

(a) **Overview:**

Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a Technical and Business Proposal Evaluation as described in paragraph (b) below. The contracting officer will make a competitive range determination based on these evaluations and submit it to the Source Selection Authority (SSA) for approval. Unless an award is made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range.

Addendum to 52.212-2 – EVALUATION (Continued)

Revised and “Final Proposal Revisions” (FPRs) resulting from discussions will undergo further Technical and Business Proposal Evaluations.

An Offeror's failure to provide complete and accurate information required by this provision may result in the application of the most negative rating for past performance, or the rejection of the offer. Further, Offerors are reminded of the penalties for making false statements prescribed by 18 U.S.C. 1001.

The Defense Supply Center Philadelphia (DSCP) reserves the right to award this solicitation to multiple contractors. Awards will be made to the responsible contractor(s) whose proposal(s) is/are the most advantageous to the Government, as determined by the evaluation of proposals according to the evaluation factors in Clause 52.212-2, “EVALUATION – COMMERCIAL ITEMS.”

(b) Evaluation Process:**(1) Technical Evaluation:**

Offerors are required to submit technical proposals as described in the ADDENDUM TO FAR 52.212-1 entitled “SUBMISSION OF TECHNICAL PROPOSAL INFORMATION” of this solicitation. Each technical proposal will be evaluated against the Technical Factors as specified in FAR 52.212-2, EVALUATION – Commercial Items. Proposals so technically deficient as to make them technically unacceptable may be rejected as unacceptable, regardless of the cost or price offered. No discussions will be held with offerors whose proposals have been rejected, nor will any offeror of a rejected proposal be given an opportunity to revise its offer to correct those deficiencies in order to make the proposal acceptable after the date and time set for receipt of initial offers. Offerors are encouraged to provide an accurate, complete Technical Proposal; otherwise they may be required to resubmit all or part of their Technical Proposal during negotiations.

(2) Business Evaluation:

- (i) Each proposal will be evaluated against the requirements of the solicitation. The Government will evaluate cost or pricing data or limited pricing information, if requested with initial proposals or during discussions, in accordance with FAR Subpart 15.4. The Government will evaluate the successful offeror's proposal to determine cost/price realism. Cost/price realism means the costs in an offeror's proposal are realistic for the work to be performed, reflect a clear understanding on the part of the offeror of the solicitation requirements, and are consistent with the various elements of the offeror's technical proposal.
- (ii) In addition to other factors, business proposals will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards).

Addendum to 52.212-2 – EVALUATION (Continued)

It is assumed, for the purpose of evaluating proposals, that \$1500.00 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation, and individual awards will be for the items or combinations of items that result in the best value to the Government, considering assumed administrative costs, in addition to the other factors stated within this solicitation.

2. EVALUATION OF PAST PERFORMANCE:**Overview:**

The Government will assess each offeror's past performance and experience in order to determine the offeror's ability to supply the items required under this solicitation. The assessment will be a subjective, but unbiased, judgment about the quality of an offeror's past performance experience. The Government will use its subjective assessment to determine an offeror's relative capability and trustworthiness, and thus the relative reliability of the offeror's proposal.

The Government may base its judgment about the quality of an offeror's past performance on information received from the offeror, records of objective measurements, subjective ratings, automated data residing in government systems, such as the Automated Best Value System (ABVS), statements of opinion, Dun & Bradstreet reports, and other sources as deemed necessary. The Government may solicit information from an offeror's customers and business associates; Federal, State, and Local Government agencies; and other entities. The Government reserves the right to limit the number of references it decides to contact, and to contact references other than those submitted by the offeror. Above all, the Government reserves the right to verify all aspects of an offeror's proposal.

The past performance information furnished by the offeror will be considered based on the degree of similarity of the offeror's past performance experience to the requirements of this acquisition in terms of type of supplies, nature, scope, complexity and difficulty. The offeror's past performance record will be assessed to determine capability and trustworthiness, and relative reliability to perform on the proposed contract.

The past performance attributes that the Government will assess will include, for example: the offeror's record of conforming to contract requirements; the offeror's record for adhering to contract schedules; the offeror's ability to provide a quality product in conformance with the requirements of the solicitation without deviation or product quality deficiencies; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's reputation for demonstrating a business-like concern for the interest of its customers.

Addendum to 52.212-2 – EVALUATION (Continued)

The basis for the conclusions of judgment will be documented and will be furnished to offerors upon request during debriefing. If the offeror has no past performance history, the Government will evaluate the experience of the offeror's key management and/or technical personnel or the past performance history of any predecessor company as applicable. Proposals from offerors whose key personnel and/or predecessor companies have past performance histories demonstrating a high level of commitment to on-time delivery, quality, and business relations/customer satisfaction will be rated more favorably. If an offeror does not have a relevant past performance history, or has no performance history, and its key personnel have no past performance or relevant past performance, the offeror will not be evaluated favorably or unfavorably on past performance.

**PAST PERFORMANCE INFORMATION WILL BE EVALUATED
BASED ON THE FOLLOWING DESCENDING ORDER OF
PREFERENCE:**

- (1) Past performance experience supplying the same items to DSCP under contract vehicles similar in nature, scope, complexity, and difficulty to that proposed in this acquisition;
- (2) Past performance experience supplying items within the same Federal Stock Class to DSCP under contract vehicles similar in nature, scope, complexity, and difficulty to that proposed in this acquisition;
- (3) Past performance experience supplying the same or similar items to other Department of Defense entities under contract vehicles similar in nature, scope, complexity, and difficulty to that proposed in this acquisition;
- (4) Past performance experience supplying the same or similar items to commercial or other government entities under contract vehicles similar in nature, scope, complexity, and difficulty to that proposed in this acquisition;
- (5) Past performance experience supplying items to other entities under contract vehicles.

EVALUATION OF SURGE/SUSTAINMENT PLAN (JAN 1999)

The Government will evaluate each offeror's ability to increase its production, if the offeror is a manufacturer, or to have production under the contract increased, if the offeror is other than a manufacturer, to meet surge and sustainment requirements that arise during contract performance. Surge/Sustainment Plans submitted will be evaluated in accordance with the Addendum to FAR 52.212-1 of this solicitation.

DSCP 52.217-9I04 EVALUATION OF OPTIONS WITH EPA (JUL 1992) (III)

Evaluation procedures for Option provisions utilizing the Economic Price Adjustment are contained in DISC Clause I042, Option to Extend the Term of the Contract – Notice of EPA Provision, or DISC Clause I134, Option to Extend the Term of Requirements

Addendum to 52.212-2 – EVALUATION (Continued)

Contract – Notice of EPA Provision (Alternate), whichever is included elsewhere in this solicitation.

DSCP 52.247-9I10 F.O.B. ORIGIN AND/OR DESTINATION (APR 1984)

Terms of delivery, F.O.B. Origin and F.O.B. Destination are stated elsewhere in this solicitation. With respect to all items, all bids (offers) are invited only on the basis of F.O.B. Destination.

**FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS –
COMMERCIAL ITEMS (JULY 2002)**

(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 or 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 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“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.

(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).

**FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS –
COMMERCIAL ITEMS (Continued)**

(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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

- Offeror is an agency or instrumentality of a foreign government;
 Offeror is an agency or instrumentality of a Federal, state, or local

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.

**FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS –
COMMERCIAL ITEMS (Continued)**

(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 (i.e. \$100,000.00).

(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>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> 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 – Disadvantage Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

**FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS –
COMMERCIAL ITEMS (Continued)**

(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)(9)(i) of this provision is accurate for the small disadvantaged business 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: _____.*]

(10) *HUBZone 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 –

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

(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 either 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 Subparts 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.

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (Continued)

(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 Certificate*. (The certificate at DFARS 252.225-7000 or 7006 shall be completed if it is provided as an Attachment to FAR 52.212-3).

(g) *Buy American Act - North American Free Trade Agreements – Israeli Trade Act Certificate, Alternates I and II – Trade Agreements Certificate*. (The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

(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 the offeror and/or any of its principals--

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

(i) *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 products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

(i) The offeror will not supply any end product listed in paragraph (j)(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 (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture 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.

Addendum to FAR 52.212-3 (Continued)

ALTERNATE I (APR 2002) As prescribed in 12.301(b)(2), add the following paragraph (c) (11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) *[The offeror shall check the category in which its ownership falls]:*

_____ Black American

_____ Hispanic American

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)

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

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

_____ Individual/concern, other than one of the preceding.

Addendum to FAR 52.212-3 (Continued)**52.209-9I18 QUALIFIED SUPPLIERS LIST FOR MANUFACTURERS/QUALIFIED SUPPLIERS LIST FOR DISTRIBUTORS REQUIREMENT (FEB 2002) DSCP**

The following is applicable only when QSL/QSM is called out in the procurement item description (PID).

(a) Only manufacturers on the Qualified Suppliers List for Manufacturers (QSLM) and distributors on the Qualified Suppliers List for Distributors (QSLD) which appear on the DSCP Qualified Suppliers List (QSL) for the item(s) listed on the PID are eligible for award.

(b) The provisions governing qualification, and the applicable qualification criteria may be obtained by either going to the QSLM/QSLD General Information web page at http://www.dscp.dla.mil/gi/prod_services/qsld.htm or by writing to:

COMMANDER
Defense Supply Center Philadelphia
General & Industrial Directorate
ATTN: DSCP-ILEA
700 Robbins Avenue
Philadelphia, PA 19111-5096

(c) The requirement of this clause for status as a QSLM/QSLD concern at the time of award is in addition to, and does not abrogate, any requirement for an Offeror to provide a Qualified Products List (QPL) item when such requirement is specified. In addition, a concern with QSLD status must furnish the product of a concern with QSLM status whether the item is governed by a QPL or not.

52.246-9I10 MANUFACTURER'S IDENTIFICATION SYMBOL LISTING REQUIREMENT (FEB 2002) DSCP (LINE ITEM 0044)

(a) Definitions:

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

(2) Manufacturer's Identification Symbol, as used in this clause, means a unique design normally applied to fasteners during the manufacturing process and used to distinguish such a product from similar products of other manufacturers.

(b) This solicitation identifies supplies to which a manufacturer's identification symbol listing requirement applies. Accordingly, the Contracting Officer will make awards only to those contractors who agree to provide supplies produced by a manufacturer whose identification symbol has been listed with the DSCP General & Industrial (G&I) Directorate, Engineering & Technical Services.

(c) Where the manufacturer's symbol has not been listed with G&I Engineering & Technical Services, offerors or their manufacturing sources should either go to the Fastener Headmarking Registration Home Page at http://www.dscp.dla.mil/gi/prod_services/logoreg.html or contact

Addendum to FAR 52.212-3 (Continued)

DSCP-ITAA at the address shown below to obtain requirements for listing and to submit the manufacturer's symbol for listing.

Defense Supply Center Philadelphia
General & Industrial Directorate
Engineering & Technical Services
700 Robbins Avenue
Philadelphia, PA 19111-5092
ATTN: DSCP-ITAA

(d) If the offeror is providing supplies from a manufacturer who has already listed its symbol with G&I Engineering & Technical Services, the applicable information noted below must be provided.

Manufacturer's Name, Address, Date:

(e) If the manufacturing source has not previously listed with G&I Engineering & Technical Services, or the listing has taken place within the 30 days immediately prior to the issue date of this solicitation, the offeror must submit a copy of the manufacturer's listing application which clearly identifies the manufacturer's name and address and include a copy of the symbol being listed.

(f) All information furnished by the offeror in connection with the listing requirement as outlined in this provision is subject to verification by G&I Engineering & Technical Services. If this is a sealed bid acquisition and the manufacturer whose symbol is listed is not identified either above or elsewhere in the bid, the Contracting Officer will reject the bid. For both sealed bid and negotiated acquisitions, where the offeror has identified its manufacturing source but failed to satisfy the listing requirement, the offer will be considered technically unacceptable. Unless determined to be in the government's best interests, this acquisition will not be delayed in order to provide an offeror with an opportunity to meet the listing requirement.

DSCP 52.215-9I03 PLACE OF PERFORMANCE-INSPECTION AND SHIPPING POINT (AUG 1985)

Bidders/Offerors shall set forth the following information (failure to complete information may be cause for rejection of the offer):

The name and location of the MANUFACTURING FACILITY where the supplies offered are to be produced, or (if offered from stock) have been produced. Dealers are

- (a) cautioned to cite manufacturing plants only. If more than one plant is specified, information must be submitted as to the amount or extent of work to be done in each
- (b) plant listed. With respect to each plant shown, the information furnished must be sufficient to identify the name and address of the owner and operator , if other than offeror.

Addendum to FAR 52.212-3 (Continued)

DSCP 52.215-9I03: (Continued)

ITEM NO.	PLANT NAME AND ADDRESS

Vendors may attach a spreadsheet for multiple line items.

(b) Are the supplies to be furnished from stock? () Yes () No

(c) Location where Bidder/Offeror would prefer to offer supplies for Government inspection (if other than as shown under 1 above) in the event that Government inspection is to be performed prior to delivery at destination.

(1) Material Inspection

ITEM NO.	PLANT NAME AND ADDRESS

(2) Packaging, Packing and Marking Inspection

ITEM NO.	PLANT NAME AND ADDRESS

However, the Government reserves the right to inspect and test all supplies at any other place in accordance with the clause entitled Inspection of Supplies-Fixed Price, FAR 52.246-2.

The performance of any work contracted for in any place other than that named above is prohibited unless approved in writing in advance by the Contracting Officer. Full responsibility for fulfillment of the contract will remain with the contractor.

Paragraphs (d) and (e), and paragraph (f) if marked, apply to offers solicited and submitted on the basis of FOB Origin-Shipment on Government Bill of Lading.

(d) Identify below the shipping point at or near Contractor's or Subcontractor's plant.

ITEM NO.	SHIPPING POINT

Addendum to FAR 52.212-3 (Continued)**DSCP 52.215-9I03: (Continued)**

PRIVATE RAIL SIDING

() Yes (state name of carrier)

() No (state name and address of the nearest rail siding and the carrier.)

(e) With respect to FOB Origin Offers, Shipment on Government Bill of Lading Offers, the following shall apply:

Subject to the exception provided in (3) below with respect to Alaska and Hawaii, if the destination or tentative destination is within the contiguous 48 states of the continental United States, offerors proposing to furnish supplies originating from outside the said contiguous 48 states or Canada must designate a shipping point within the contiguous 48 states.

- (1) Subject to the exception provided in (3) below with respect to Alaska and Hawaii, if the destination or tentative destination is within the states of Alaska or Hawaii, or within Puerto Rico, or within a possession of the United States, offerors
- (2) proposing to furnish supplies originating from outside the contiguous 48 states of the continental United States or Canada must designate a shipping point within Alaska or Hawaii, within Puerto Rico, or within the possession of the United States, respectively, or within the contiguous 48 states.
- (3) **SPECIAL RULE FOR ALASKA AND/OR HAWAII.** If the destination or tentative destination is outside Alaska or Hawaii, offerors proposing to furnish supplies originating within Alaska or Hawaii, must designate as the shipping point(s) the port(s) of loading in Alaska or Hawaii, respectively. This rule applies equally to shipments made from Alaska to Hawaii and vice versa. (see FAR Clause 52.247-29 entitled "FOB Origin")
- (4) In (1), (2) or (3) above, the price offered must be a delivered price to the shipping point named, and must include all applicable import duties. It shall be the responsibility of the contractor to provide all necessary facilities and assistance for the performance of the required Government inspection at said shipping point. The contractor's responsibilities from the shipping point shall be as defined in the FOB Origin provisions of this contract. Offers submitted on any other basis will be rejected as non-responsive.
- (5) Offeror is cautioned to indicate the FOB Origin point on which the offer is based.

The following paragraph is applicable only if preceded by an "X" in the block provided therefore:

Addendum to FAR 52.212-3 (Continued)**DSCP 52.215-9I03: (Continued)**

_____(f) Since this solicitation is for requirements contracts (and does not cover a fixed quantity), the offeror, in naming a shipping point in paragraph (d) above, is cautioned as follows:

(1) It should not show a quantity applicable to any shipping point named in the offer. If a quantity is shown by the offer as applicable to a named shipping point, said quantity will be disregarded for offer evaluation purposes.

(2) It should not, with respect to any single item, or lot, as applicable, show more than one shipping point. If more than one shipping point is shown by the offeror with respect to any single item/lot, the Government will evaluate the offer for said item/lot on the basis of delivery solely from the point or plant where cost of transportation is most favorable to the Government.

Addendum to FAR 52.212-3 (Continued)**DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

- (a) *Definitions.* As used in this provision-
- (1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
 - (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
 - (3) "Significant interest" means-
 - (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
 - (ii) Holding a management position in the firm, such as a director or officer;
 - (i) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.
- (c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-
- (1) Identification of each government holding a significant interest; and
 - (2) A description of the significant interest held by each government.

Addendum to FAR 52.212-3 (Continued)**DLAD 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001)**

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

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

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

Addendum to FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS**252.225-7000 Buy American Act--Balance of Payments Program Certificate (Apr 2003)**

(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:

Addendum to FAR 52.212-3 (Continued)

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)

(End of provision)

**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 (50 U.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 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 of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting clause will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.