

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER IDT03107005100		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0500-03-R-0082	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Edward F. Brogan		b. TELEPHONE NUMBER: <i>(No collect calls)</i> (215) 737-5154		6. SOLICITATION ISSUE DATE 30 Oct 2003	
9. ISSUED BY Defense Supply Center Philadelphia 700 Robbins Ave. Phila. Pa. 19111-5096 Attn: IBBA/77 Edward F. Brogan		CODE SC0500		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 332722 SIZE STANDARD: 500		11. DELIVERY FOR FOB/ DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
15. DELIVER TO to be cited on each delivery order		CODE		16. ADMINISTERED BY		12. DISCOUNT TERMS	
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT					
Items 0001 thru 0144		See PID pages for item description, unit of issue, annual estimated quantities. The min per order will be one half of the annual estimated quantity and the max per order will be the annual estimated quantity.					
		<i>(Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> YOUR OFFER ON SOLICITATION (BLOCK <input type="checkbox"/> INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE SIGNED		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE SIGNED		38. SIR ACCOUNT NUMBER		39. SIR VOUCHER NUMBER	
				42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE RECEIVED (YYMMDD)			

PerFORM (DLA)

STANDARD FORM 1449 (EG) (10-95)
Prescribed by GSA FAR (48 CFR) 53.212

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STANDARD FORM 1449 (Continued):**1. Block 8:**

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

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

Defense Logistics Agency
Defense Supply Center Philadelphia
Post Office Box 56667, Attn: PBBBA/77 Edward F. Brogan
Philadelphia, PA 19111-6667
Solicitation No: **SP0500-03-R-0082**
Opening/Closing Date and Time: **15 Dec 2003, 4:00pm Local Philadelphia time.**

Handcarried Offers should be delivered to:

Defense Supply Center Philadelphia
Business Opportunities Office
Building 36, 2nd Floor, Attn: PBBBA/77 Edward F. Brogan
700 Robbins Avenue
Philadelphia, PA 19111-5092
Solicitation No: **SP0500-03-R-0082**
Opening/Closing Date and Time: **15 Dec 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.

3. 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.)

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

CAUTION NOTICE:

Solicitation SP0500-03-R-0082 seeks to place 144 National Stock Numbers (NSN's) with Nomenclature of Screw Cap, Hex Head in Federal Stock Class (FSC) 5305 under long-term Stock Contract with the option to add up to 3350 additional NSN's via **ADDITION AND DELETION OF ITEMS - MARCH 2003** on a post-award basis via Supplemental Agreement. See solicitation language contained in the Addendum to FAR 52.212-4 for further details.

All of the items in this solicitation require Qualified Suppliers List (QSL) sources as these items are on the Qualified Suppliers Listing. **Only QSL Manufacturers' and Distributors' offers will be accepted for subject solicitation.** See Clause DSCP 52.209-9I18 in the Addendum to FAR 52.212-3 for additional information.

This is an Indefinite Quantity Contract (IQC) Solicitation. This solicitation contains an Option to Extend Performance for an additional three (3) **separate** one year options. **Offerors MUST complete DSCP 52.217-9I05 "OPTION TO EXTEND THE TERM OF CONTRACT – NOTICE OF EPA PROVISION in the Addendum to FAR 52.212-4 on page 20 in order to be considered if the Government elects to accept initial offer without discussions.** An offeror's acceptance of the option provision is **mandatory**. Failure to accept the provision will result in an offer being eliminated from further consideration.

The base period of the Indefinite Quantity Contract (IQC) resulting from this solicitation will be two (2) years. The estimated quantities set forth in the schedule are estimated "ANNUAL" quantities (one year Estimates). The annual estimated quantities provided are DSCP's best "good faith" estimates of each item's annual requirements. In determining price, contractor should take into account any business risk associated with these estimates.

The estimated value of this solicitation and the resulting contract will be two (2) times the estimated annual value. See Clause DSCP 52.216-9I29 contained in the Addendum to FAR 52.212-4 for further guidance.

DSCP 52.232-9I10, "Submission of Invoice by Electronic Methods," has been added by reference to the Addendum to FAR 52.212-4.

Surge Requirements: This procurement also contains Surge Requirements. Each offeror will be required to submit a Surge Plan with its 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. Offerors should refer to the Addendums to FAR 52.212-4, FAR 52.212-1, and 52.212-2 for clauses, and a schedule of Surge Requirements.

CAUTION NOTICE (continued):

Best Value: Offers will be evaluated and award will be made utilizing “Best Value” Source Selection Procedures. The Government will perform a technical and price tradeoff evaluation to determine which offer represents the “best value” to the Government. For this solicitation, ***Technical merit is determined to be “equal” to Price.*** The information provided in the technical/business proposal will be used for evaluation purposes only. However, the Government reserves the right to make any part of the proposal a contractual requirement at time of award.

Proposal Preparation: Offers **must** be prepared and submitted to the Government (including a Business and Technical Proposal) in accordance with the Instructions set forth in the Addendum to FAR 52.212-1 – “Instructions to Offerors” and in the Addendum to FAR 52.212-2 “Evaluations” of this solicitation.

All drawings are available on CD Rom upon request. Contact Edward F. Brogan BBA77 at 215-737-5154 or email Edward.Brogan@dla.mil

NOTE: ALL REFERENCES TO DISC OR DISC CLAUSES SHOULD BE READ AS DSCP OR DSCP CLAUSES!

**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(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(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(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>
[]	(a)	FAR 52.246-2, <i>Inspection of Supplies - Fixed Price</i> , is included in this contract and takes precedence over FAR 52.212-4(a).
[]	(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

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 NUMBER**TITLE/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)
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 52.211-9I09	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)
DSCP 52.247-9I03	Consignment and Addressing Instructions (JUL 1998)

ADDENDUM TO FAR 52.212-4 (Continued)**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 (APR 2003)

All wooden pallets and wood containers 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 World Wide Web URL: <http://www.alsc.org/>) All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of "NC-US", 1.25 inches or greater in height, accompanied 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.

ADDENDUM TO FAR 52.212-4 (Continued)

- (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 300 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 2 % Decrease 2 %

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

Material ordered under the terms of this contract shall be delivered within **120 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).

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

- (a) In addition to the core listing of 144 items, the scope of the contract(s) resulting from this solicitation will include additional items that are in a universe described as Screw Cap, Hex Head, 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

ADDENDUM TO FAR 52.212-4 (Continued)

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 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 120 days after date of Modification, whichever occurs later. This

ADDENDUM TO FAR 52.212-4 (Continued)

provision allows for a 120-day ramp-up period from date of Modification for items added to the contract. (*subject to negotiation).

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, 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

ADDENDUM TO FAR 52.212-4 (Continued)

- 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.
 - (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.

ADDENDUM TO FAR 52.212-4 (Continued)

- (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.
- (b) “**Minimum Order.**” As applicable, the minimum quantity, or the minimum dollar value, for any individual delivery order issued under this contract will be **50% 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 **60 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 **five days** 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

ADDENDUM TO FAR 52.212-4 (Continued)

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:
- 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

ADDENDUM TO FAR 52.212-4 (Continued)

or maximum dollar value that may be obligated against this contract is
\$19,000,000.00.

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.
- (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

ADDENDUM TO FAR 52.212-4 (Continued)

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.

(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

ADDENDUM TO FAR 52.212-4 (Continued)

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 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.

ADDENDUM TO FAR 52.212-4 (Continued)**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 1081 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:

CODE NUMBER AND COMMODITY

Code No: Table 1081-Nuts, Bolts, Screws, Rivets and Washers

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.

ADDENDUM TO FAR 52.212-4 (Continued)

(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.

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.

ADDENDUM TO FAR 52.212-4 (Continued)

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 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

ADDENDUM TO FAR 52.212-4 (Continued)

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.

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

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.

ADDENDUM TO FAR 52.212-4 (Continued)

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.

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.

ADDENDUM TO FAR 52.212-4 (Continued)

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.

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.

Below are the Surge NSN's and the Quantities:

NSN	30	60	90	120	150	180	Total
5305-00-021-3801	1	0	0	0	0	0	1
5305-00-100-6791	12	0	0	0	0	0	12
5305-00-267-8974	4	4	4	4	4	4	24
5305-00-476-7475	0	0	116	116	116	116	464
5305-00-483-2245	51	50	50	0	0	0	151
5305-00-484-3470	1	0	0	0	0	0	1
5305-00-491-9666	2	0	0	0	0	0	2
5305-00-531-1097	3	0	0	0	0	0	3
5305-00-616-6375	10	10	10	10	10	10	60
5305-00-632-2777	24	11	11	0	0	0	46
5305-00-638-2362	60	0	0	0	0	0	60
5305-00-638-9837	0	0	9	9	9	9	36
5305-00-646-7389	7	6	6	0	0	0	19
5305-00-721-5665	51	51	50	4	4	4	164
5305-00-723-4076	15	1	13	13	13	13	68
5305-00-725-4090	2	0	0	0	0	0	2
5305-00-727-6804	28	0	0	0	0	0	28
5305-00-807-0013	3	2	2	0	0	0	7
5305-00-822-5853	9	0	0	0	0	0	9

ADDENDUM TO FAR 52.212-4 (Continued)

5305-00-912-5113	41	34	34	0	0	0	109
5305-00-914-6135	3	0	0	0	0	0	3
5305-00-935-3033	5	0	0	0	0	0	5
5305-00-941-3579	16	0	0	0	0	0	16
5305-00-943-5929	18	0	0	0	0	0	18
5305-01-151-9947	81	0	0	0	0	0	81
5305-01-205-6048	788	0	12	12	12	12	836
5305-01-211-7478	35	35	35	35	35	35	210
5305-01-287-2908	2	2	2	0	0	0	6
5305-01-316-5277	3	0	0	0	0	0	3
5305-01-340-8908	37	0	0	0	0	0	37
5305-01-343-1761	5	3	3	0	0	0	11
5305-01-366-3501	2	1	2	0	0	0	5
5305-01-367-9825	2	0	0	0	0	0	2
5305-01-371-1715	18	18	18	18	18	18	108
5305-01-380-5109	5	0	0	0	0	0	5
5305-01-398-4030	8	10	9	0	0	0	27

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUNE 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: 52.233-3, Protest after Award (AUG 1996) (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 (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) **52.219-3**, Notice of Total HUBZone Set-Aside (JAN 1999)(15 U.S.C. 657a).
- (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer.)(15 U.S.C. 657a)
- (4)(i) **52.219-5**, Very Small Business Set-As (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994.)
- (ii) Alternate I (MAR 1999) of 52.219-5.
- (iii) Alternate II of (JUNE 2003) of 52.219-5.
- (5) (i) **52.219-6**, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-6.
- (6) (i) **52.219-7**, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7
- (7) **52.219-8**, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- (8) (i) **52.219-9**, Small Business Subcontracting Plan (JAN 2002)(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 (OCT 2001) of 52.219-9.
- (9) **52.219-14**, Limitation on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)). *[Paragraphs 10 through 12 are not applicable to DoD contracts at this time.]*
- (10)(i) **52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23
- (11) **52.219-25**, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (OCT 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C.2323).
- (12) **52.219-26**, Small Disadvantaged Business Participation Program – Incentive Subcontracting (OCT 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C.2323).
- (13) **52.222-3**, Convict Labor (JUNE 2003) (E.O. 11755).

FAR 52.212-5 (Continued)

- (14) **52.222-19**, Child Labor - Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- (15) **52.222-21** Prohibition of Segregated Facilities (FEB 1999).
- (16) **52.222-26**, Equal Opportunity (APR 2002) (E.O. 11246).
- (17) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (18) **52.222-36**, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).
- (19) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (20)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)) .

[Paragraphs (21) - (23) are not applicable to DoD contracts and have been deleted.]

- (24) **52.225-13**, Restriction on Certain Foreign Purchases (JUNE 2003) DEVIATION (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

[Paragraphs (25) and (26) are not applicable to DoD contracts and have been deleted.]

- (27) **52.232-29**, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (28) **52.232-30**, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (29) **52.232-33**, Payment by Electronic Funds Transfer – Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (30) **52.232-34**, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332.)
- (31) **52.232-36**, Payment by Third Party (MAY 1999) (31 U.S.C. 3332.)
- (32) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- (33)(i) **52.247-64**, Preference for Privately Owned U.S. Flag Commercial Vessels (APRIL 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- (ii) Alternate I (APR 1984) of 52.247-64.

(d) 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 (MAY 1989) (41 U.S.C. 351, et seq.).
- (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 1989) (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) (MAY 1989) (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 (FEB 2002)(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 Agreements

(CBA) (MAY 1989)(41 U.S.C. 351, et seq.).

FAR 52.212-5 (Continued)

(d) *Comptroller General Examination of Record.*

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

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

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

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

(e)(1) 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 in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items or commercial items.

Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) **52.219-8**, Utilization of Small Business Concerns (OCT 2000)(15 U.S.C. 637(d)(2) and

(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontractor (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) **52.222-26**, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001)(38 U.S.C. 4212);

(iv) **52.222-36**, Affirmative Action for Workers with Disabilities (JUNE 1998)(29 U.S.C. 793);

(v) **52.222-41**, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.);

(vi) **52.247-64**, Preference for Privately-Owned U.S.-Flag Commercial Vessels (APR 2003) (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).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

DFARS 252.212-7001 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUNE 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 (Feb 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 (Aug 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)
- 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) .

DFARS 252.212-7001 (Continued)

_____ **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).

IDT03109005100

NSN: 5305 – SCREW CAP, HEX HEAD - SEE ATTACHED LISTING. PLEASE NOTE THAT THERE MAY BE DIFFERENT UNITS OF ISSUE

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

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 ITEM DESCRIPTION PAGES.

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

ALL LINE ITEMS ARE QUALIFIED SUPPLIER LIST ITEMS (SEE TABLES IS054 OR IS072):

The following "table text" corresponds to tables cited on the item description pages. Only the tables cited on the item description pages applies to that particular line item:

LOGO TABLE IS003

"MANUFACTURER IDENTIFICATION REQUIREMENT"
ONLY THE APPLICABLE MANUFACTURER'S IDENTIFICATION LOGO LISTED IN MIL-HDBK-57 SHALL BE APPLIED DIRECTLY TO SURFACE OF THE ITEM. DO NOT PLACE ON BEARING SURFACES. (MARKING NOT REQUIRED FOR INTERNAL WRENCH DRIVEN FASTENERS OR THOSE WITH A THREAD DIAMETER OF 0.190 INCHES AND UNDER). LOGO SHALL BE LISTED WITH THE DEFENSE SUPPLY CENTER PHILADELPHIA. CONTACT US AT DSCP-ITA, 700 ROBBINS AVE. PHILA., PA 19111 FOR LOGO INQUIRIES OR TO OBTAIN AN APPLICATION.

QSL TABLE IS054 (CLASS 3 FASTENERS):

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/qs/) -OR- WRITE TO: DEFENSE SUPPLY CENTER PHILADELPHIA, ATTN: DSCP-ITA, BLDG 3/B, 700 ROBBINS AVENUE, PHILADELPHIA, PA 19111-5092.

QSL TABLE IS072 (CLASS 2 FASTENERS):

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). 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.

DRAWING 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.

INSPECTION TABLE IPE03

Critical Item-Source Inspection required.

PACKAGING TABLE IP010

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

PACKAGING TABLE IP016

THE ITEM DESCRIBED IN THIS SOLICITATION IS DEFINED IN WHOLE OR IN PART BY ARMY DRAWING(S). THESE DRAWING(S) MAY CONTAIN A PAINT FINISHING REQUIREMENT. WHERE SUCH REQUIREMENTS ARE SPECIFIED, USE DCSC DRAWING 16236 CS-2300-0001 IN LIEU OF FINISH REQUIREMENTS OF THE ARMY DRAWING(S). THIS DRAWING CONTAINS SPECIFICATIONS FOR CHEMICAL AGENT RESISTANT COATINGS (CARC), AND ADDITIONAL INFORMATION RELATING TO HIGH TEMPERATURE COATINGS. DCSC DWG IS AVAILABE AT DISC.

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0001	5305-00-018-0180 SCREW, CAP, HEXAGON HEAD STL GR 5 CAD PLD 1/2-13 UNC-2A X 1-7/8 SPEC APPLIES EXCEPT AS SPECIFIED GENERAL MOTORS CO (24617) P/N 180180 FF-S-85C TY II ST 10P IPE03 IS003 IS046 IS072	1512	EA		
0002	5305-00-021-3801 SCREW, CAP, HEXAGON HEAD IDENTIFY TO: FF-S-85C NASM35307 STD P/N MS35307-411 TY 2, STY 10P IP010 IPE03 IS001 IS003 IS072	12704	EA		
0003	5305-00-042-6248 SCREW, CAP, HEXAGON HEAD 21450 ARMY WEAPONS COMMAND 21450 MB-1.346 P/N 426248 IS003 IS046 IS072	945	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0004	5305-00-042-7011 SCREW, CAP, HEXAGON HEAD GENERAL MOTORS (24617) 24617 B-1.101 24617 B-1.103 24617 B-1.104 24617 B-1.162 P/N 427011 IS003 IS046 IS072	842	EA		
0005	5305-00-064-8407 SCREW, CAP, HEXAGON HEAD 10001 BUREAU OF NAVAL WEAPONS 10001 1611208 REV M DWG P/N -17 IS003 IS046 IS072	0	EA		
0006	5305-00-100-6791 SCREW, CAP, HEXAGON HEAD 70960 ROCKWELL INTERL CORP 70960 CS-H8-20-16 REV H IPE03 IS003 IS046 IS072	1953	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0007	5305-00-118-6286 SCREW, CAP, HEXAGON STEEL OVERALL, PHOSPHATE SURFACE TREATMENT, HEAD HEIGHT .902/.974", .625-18UNF-2A X 1.500 WIDTH BETWEEN FLATS 2.175/2.250 INCHES B-1.101 B-1.137 FF-S-85C II ST 10P GR 8 P/N-9421226 IS003 IS046 IS072	57	EA		
0008	5305-00-140-4765 SCREW, CAP, HEXAGON HEAD 19207 US ARMY TANK-AUTOMOTIVE COMMAND 16236 CS-2300-0001 REV B 19207 10883118 REV J IS003 IS016 IS046 IS072	270	EA		
0009	5305-00-145-0903 SCREW, CAP, HEXAGON HEAD 19207 ARMY TANK-AUTOMOTIVE COMMAND 16236 CS-2300-0001 REV B 19207 8340870 REV D DWG P/N -1 IS003 IS016 IS046 IS072	1104	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0010	5305-00-152-6309 SCREW CAP HEX HD 19207 DEPT ARMY AUTOMOTIVE TANK CMD 16236 CS-2300-0001 REV B 19207 8340870 REV D IS003 IS016 IS046 IS072	19	EA		
0011	5305-00-161-1586 BOLT,SELF-LOCKING 80064 NAVAL SHIPS SYSTEMS COMMAND 80064 2585163 REV B P/N 2585163-64 IS046 IS072	215	EA		
0012	5305-00-206-6771 SCREW, CAP, HEXAGON HEAD STL, GRADE 5 3/8-24 UNF-3A X 5 FF-S-85C TY II ST 10 IS003 IS054	160	EA		
0013	5305-00-267-8974 SCREW,CAP,HEXAGON H FF-S-85C NASM90726 REV 1 STD P/N MS90726-8 IS003 IS072	128	HD		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0014	5305-00-282-9607 SCREW, CAP, HEXAGON HEAD 5/16-18 UNC-2A X 2-1/2 NICKEL COPPER ALLOY 400 IAW FF-S-85C TYPE 2 STYLE 10P FF-S-85C TY II ST 10P IS003 IS072	3387	EA		
0015	5305-00-476-7475 SCREW, CAP, HEXAGON HEAD FF-S-85C NASM35307 P/N MS35307-319 IPE03 IS003 IS072	3946	EA		
0016	5305-00-483-2245 SREW,CAP, HEXAGON HEAD MIL-B-45912A MS35764 REV E STD P/N-1105 IS003 IS072	1784	EA		
0017	5305-00-484-3470 SCREW, CAP, HEXAGON HEAD 97403 U.S ARMY MOBILITY RESEARCH & DEV CENTER 97403 13206E0256 REV A IS003 IS046 IS072	124	HD		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0018	5305-00-491-9666 SCREW,CAP,HEXAGON HEAD 19207 U S ARMY TANK AUTOMOTIVE CMD 16236 CS-2300-0001 REV B 19207 7409370 REV H IS003 IS046 IS054	203	EA		
0019	5305-00-531-0364 SCREW, CAP, HEXAGON HEAD 80020 NAVAL AIR ENGINEERING CTR 80020 U87882 REV Y MIL-DLT-1222J DWG P/N -11 TY 2, GR 2 IPE03 IS003 IS046 IS054	108	EA		
0020	5305-00-531-1097 SCREW CAP HEXAGON HEAD (FINISHED HEXAGON BOLT) FF-S-85C NASM35308 PROCUREMENT SPECIFICATION STD P/N MS35308-365 IPE03 IS003 IS072	17608	EA		
0021	5305-00-550-3936 SCREW, CAP HEXAGON HEAD FF-S-85C MS35309 REV C STD P/N-318 IS003 IS072	300	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0022	5305-00-616-6375 SCREW, CAP, HEXAGON HEAD FF-S-85C NASM35307 P/N MS35307-417 IPE03 IS003 IS072	2119	EA		
0023	5305-00-632-2777 SCREW, CAP, HEXAGON HEAD FF-S-85C NASM35307 STD P/N MS35307-358 IPE03 IS003 IS072	18200	EA		
0024	5305-00-637-9433 SCREW, CAP, HEXAGON HEAD FF-S-85C MS35309 REV C STD P/N-472 IS003 IS072	300	EA		
0025	5305-00-638-2362 SCREW,CAP, HEXAGON HEAD MIL-B-45912A MS35764 REV E STD P/N-223 IS003 IS072	1515	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0026	5305-00-638-9837 SCREW, CAP, HEXAGON HEAD FF-S-85C NASM35307 STD P/N MS35307-366 IS003 IS072	8092	EA		
0027	5305-00-639-2706 SCREW, CAP, HEXAGON HEAD AN104101 THRU 104200 REV 3 P/N AN104101 IPE01 IS054	554	EA		
0028	5305-00-646-7389 SCREW, CAP, HEXAGON HEAD IDENTIFY TO: FF-S-85C NASM35307 P/N MS35307-409 IPE03 IS001 IS003 IS072	5265	EA		
0029	5305-00-656-0009 SCREW,CAP,HEXAGON HEAD 19207 10867011 REV B P/N 10867011 IS003 IS046 IS072	25	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0030	5305-00-656-0013 SCREW, CAP, HEXAGON HEAD STL GR 8 CAD PLD 1-1/2 IN-12 THD UNF-2A X 13-1/2 SPEC APPLIES EXCEPT AS NOTED FF-S-85C TY II ST 10P IS003 IS072 IS072	50	EA		
0031	5305-00-656-0399 SCREW, CAP, HEXAGON HEAD MATERIAL: STEEL GRADE 5 5/16-18 UNC-2A X 8" LG NOMINAL THREAD LENGTH: 1-5/16" MINIMUM FF-S-85C TY II ST 10P IS003 IS072	1043	EA		
0032	5305-00-660-2832 SCREW, CAP, HEXAGON HEAD FF-S-85C NASM35307 P/N MS35307-389 IPE03 IS003 IS072	3018	EA		
0033	5305-00-680-4262 SCREW, CAP, HEXAGON HEAD FF-S-85C NASM35308 STD P/N MS35308-60 IPE03 IS003 IS072	4569	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0034	5305-00-682-5830 SCREW, CAP, HEXAGON HEAD 19207 US ARMY TANK-AUTOMOTIVE COMMAND 16236 CS-2300-0001 REV B 19207 7400784 REV F P/N-7992406 IPE03 IS003 IS016 IS046 IS054	1225	EA		
0035	5305-00-687-6541 SCREW, CAP HEXAGON HEAD FF-S-85C NASM35308 STD P/N MS35308-385 IS003 IS072	1600	EA		
0036	5305-00-721-4440 SCREW, CAP, HEXAGON HEAD FF-S-85C NASM35308 STD P/N MS35308-316 IPE03 IS003 IS072	1801	EA		
0037	5305-00-721-5322 SCREW, CAP, HEXAGON HEAD FF-S-85C NASM35307 STD P/N MS35307-462 IPE03 IS003 IS072	1259	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0038	5305-00-721-5665 SCREW, CAP, HEXAGON HEAD IDENTIFY TO: FF-S-85C NASM35307 STD P/N MS35307-361 IP010 IPE03 IS001 IS003 IS072	11289	EA		
0039	5305-00-723-4076 SCREW, CAP HEXAGON HEAD 73342 G.M.CORP/ ALLISON TRANSMISSIONS 73342 6820290 REV C 73342 EMS85030 REV J P/N -06 IPE01 IPE03 IS003 IS046 IS054	3601	EA		
0040	5305-00-725-0133 SCREW, CAP, HEXAGON HEAD ASME B18.2.1A P/N B1821BH056F125N IPE03 IS003 IS072	1781	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0041	5305-00-725-4090 SCREW, CAP, HEXAGON HEAD FF-S-85C NASM90726 REV 1 P/N MS90726-156 IPE04 IS003 IS072	1455	EA		
0042	5305-00-727-6804 SCREW, CAP, HEXAGON HEAD IDENTIFY TO: FF-S-85C NASM35307 STD P/N MS35307-414 IP010 IPE03 IS001 IS003 IS072	13878	EA		
0043	5305-00-728-5475 SCREW, CAP, HEXAGON HEAD GRADE 8 MATERIAL ASME-B18.2.1A P/N B1821BH075F550N IPE03 IS003 IS072	129	EA		
0044	5305-00-760-7351 SCREW, CAP, HEXAGON HEAD CRES PSVT FF-S-85C MS51099 REV B STD P/N-114 IPE03 IS003 IS072	1103	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0045	5305-00-776-8048 SCREW, CAP HEXAGON HEAD 19207 US ARMY TANK-AUTOMOTIVE COMMAND 19207 7768048 REV L IS003 IS046 IS072	264	EA		
0046	5305-00-801-5747 SCREW, CAP, HEXAGON HEAD FF-S-85C NASM35308 STD P/N MS35308-364 IPE03 IS003 IS072	8200	EA		
0047	5305-00-807-0013 SCREW, CAP, HEXAGON HEAD FF-S-85C NASM35307 STD P/N MS35307-391 IPE03 IS003 IS072	699	EA		
0048	5305-00-816-8915 SCREW, CAP, HEXAGON HEAD (19207) U S ARMY TANK AUTOMOTIVE COMMAND 19207 10885524 REV A DWG P/N 10885524 IPE03 IS003 IS046 IS054	335	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0049	5305-00-822-5853 SCREW, CAP, HEXAGON HEAD FF-S-85C NASM35307 P/N MS35307-368 IPE03 IS003 IS072	4106	EA		
0050	5305-00-902-9356 SCREW,CAP,HEXAGON HEAD MS35307 REV E NASM35307 P/N -460 P/N MS35307-460 IPE03 IS003 IS072	2656	EA		
0051	5305-00-903-2190 SCREW, CAP, HEXAGON HEAD FF-S-85C NASM35308 STD P/N MS35308-409 IPE03 IS003 IS072	1483	EA		
0052	5305-00-912-5113 SCREW, CAP, HEXAGON HEAD FF-S-85C NASM51096 P/N MS51096-359 IP010 IPE03 IS003 IS072	17764	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0053	5305-00-914-6135 SCREW, CAP, HEXAGON HEAD ASME B18.2.1A STD P/N B1821BH050F150D IPE03 IS003 IS072	998	EA		
0054	5305-00-925-7853 SCREW, CAP, HEXAGON HEAD FF-S-85C NASM35307 STD P/N MS35307-465 IPE03 IS003 IS072	734	EA		
0055	5305-00-935-2960 SCREW, CAP, HEXAGON HEAD STL CAD PLD FF-S-85C NASM51096 P/N MS51096-318 IS003 IS072	1200	EA		
0056	5305-00-935-3033 SCREW, CAP, HEXAGON HEAD 78286 SIKORSKY AIRCRAFT DIV 78286 65364-12304 REV AE 78286 AL65364-12304 REV D P/N -110 IPE01 IS003 IS046 IS054	113	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0057	5305-00-941-3579 SCREW, CAP, HEXAGON HEAD IDENTIFY TO: FF-S-85C NASM35307 STD P/N MS35307-463 IPE03 IS001 IS003 IS072	1263	EA		
0058	5305-00-943-5929 SCREW,CAP,HEXAGON HEAD NASM35307 P/N MS35307-472 IPE03 IS003 IS072	794	EA		
0059	5305-00-944-8296 SCREW, CAP, HEXAGON HEAD FF-S-85C NASM35308 STD P/N MS35308-465 IPE03 IS003 IS072	968	EA		
0060	5305-00-947-4351 SCREW,CAP,HEX HEAD ASME B18.2.1A STD P/N B1821BH075C100N IPE03 IS003 IS072	2869	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0061	5305-00-947-7050 SCREW, CAP, HEXAGON HEAD IDENTIFY TO: FF-S-85C NASM35307 P/N MS35307-483 IP010 IPE03 IS001 IS003 IS072	937	EA		
0062	5305-00-948-0670 SCREW, CAP, HEXAGON HEAD FF-S-85C NASM35307 STD P/N MS35307-491 IPE03 IS003 IS072	569	EA		
0063	5305-00-948-0673 SCREW, CAP, HEXAGON HEAD FF-S-85C NASM35307 P/N MS35307-495 IPE03 IS003 IS072	400	EA		
0064	5305-00-959-3604 SCREW, CAP, HEXAGON HEAD FF-S-85C MS51100 REV B STD P/N -60 IPE03 IS003 IS072	33	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0065	5305-00-964-0431 SCREW, CAP HEXAGON HEAD 05160 MICHIGAN DYNAMICS INC 05160 307954 REV B IPE03 IPE03 IS003 IS046 IS072	0	EA		
0066	5305-00-964-0688 SCREW,CAP,HEXAGON HEAD FF-S-85C NASM35307 STD P/N MS35307-534 IS003 IS072	138	EA		
0067	5305-01-025-7761 SCREW, CAP, HEXAGON HEAD 27315 HARNISCHFEGER CORP 27315 20 Q 65-D0 FF-S-85C DWG P/N -5 IS003 IS046 IS072	2139	EA		
0068	5305-01-063-5829 SCREW,CAP,HEXAGON H 19207 12274440 REV E IPE03 IS003 IS046 IS072	1521	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0069	5305-01-085-4876 SCREW,CAP ,HEXAGON HEAD FF-S-85C NASM35308 STD P/N MS35308-492 IPE03 IS003 IS072	384	EA		
0070	5305-01-092-6071 SCREW, CAP, HEXAGON HEAD NAVAL SEA SYSTEMS COMMAND 53711 5338289 REV C IS003 IS046 IS072	8222	EA		
0071	5305-01-109-4534 SCREW CAP HEX HD 19207 11628933 REV C IS003 IS046 IS072	220	EA		
0072	5305-01-123-0899 SCREW, CAP, HEXAGON HEAD 06032 ANTENNA PRODUCTS CORP 06032 2076-4280 REV F P/N 2076-4288-001 IS003 IS046 IS072	1095	EA		
0073	5305-01-132-5205 SCREW, CAP, HEXAGON HEAD US ARMY TANK AUTO COMMAND 19207 12300434 REV B IS003 IS046 IS072	172	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0074	5305-01-151-9947 SCREW, CAP, HEXAGON HEAD (45152) OSHKOSH TRUCK CORP. 45152 1337440 IPE03 IS003 IS046 IS072	3991	EA		
0075	5305-01-156-9457 SCREW CAP HEXAGON HEAD 45152 OSHKOSH TRUCK CORP 45152 1333170 REV C IS003 IS046 IS072	2105	EA		
0076	5305-01-187-6074 SCREW CAP HEXAGON FF-S-85C NASM51109 P/N MS51109-97 IS003 IS072	28	EA		
0077	5305-01-194-3001 SCREW CAP HEX HEAD 97403 U S ARMY TANK AUTOMOTIVE COMM 97403 13211E8616 REV A IS003 IS046 IS072	456	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0078	5305-01-195-1592 SCREW, CAP, HEXAGON HEAD 19207 U S ARMY TANK AUTOMOTIVE COMMAND IDENTIFY TO: 19207 12332500 FF-S-85C IS001 IS003 IS046 IS072	80	EA		
0079	5305-01-198-4649 SCREW, CAP, HEXAGON HEAD 0.875-14 UNF-2A X 2.500" ALLOY STEEL, GRADE 5 PER SAE J429, ZINC PLATED PER ASTM B633, FE/ZN8, WITH SUPPLEMENTARY CHROMATE COATING WHICH MAY VARY IN COLOR FROM IRIDESCENT YELLOW OR BRONZE TO OLIVE-DRAB. ASME B18.2.1A IS003 IS072	3893	EA		
0080	5305-01-201-3790 SCREW, CAP HEX HEAD 97403 US ARMY MOBILITY RESEARCH 97403 13215E6591 REV B NO SPEC OR VALIDATION REQUIRED DWG P/N -2 IS003 IS046 IS072	550	EA		
0081	5305-01-205-6048 SCREW,CAP,HEXAGON H (19207) U S ARMY TANK AUTOMOTIVE COMMAND 19207 12339499 REV C IS003 IS046 IS072	4692	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0082	5305-01-209-7184 SCREW, CAP, HEXAGON HEAD 89749 93G-94G REV 5 MIL-STD-130K P/N 94G524 IPE03 IS003 IS046 IS054	503	EA		
0083	5305-01-211-7478 SCREW, CAP, HEXAGON HEAD 11862 GENERAL MOTORS CORP CONTRACTOR NOTE: GENERAL MOTORS CORP P/N 9441852 IS AN ACCEPTABLE ALTERNATE ITEM. 24617 B-1.101 24617 B-1.103 24617 B-1.128 P/N 9419079 IPE04 IS003 IS046	4875	EA		
0084	5305-01-213-4149 SCREW,CAP,HEX HD 11862 GENERAL MOTORS CORP 24617 B-1.101 24617 B-1.102 24617 B-1.103 24617 B-1.104 24617 B-1.136 P/N 9430761 IPE03 IS003 IS046 IS072	3532	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0085	5305-01-219-5939 SCREW,CAP,HEXAGON H 76301 MCDONNELL DOUGLAS 76301 74D111103 REV J 76301 PL74D111103 REV J P/N -2087 IPE01 IS003 IS046 IS054	13	EA		
0086	5305-01-228-9499 SCREW, CAP, HEXAGON HEAD FF-S-85C NASM35308 STD P/N MS35308-438 IPE03 IS003 IS072	40	EA		
0087	5305-01-244-7970 SCREW, CAP, HEXAGON HEAD 0.875-14UNF-2A X 7.500" ALLOY STEEL, GRADE 8 OR GRADE BD, ZINC PLTD. ASME B18.2.1A ADDENDA IPE03 IS003 IS072	2567	EA		
0088	5305-01-254-2522 SCREW,CAP,HEXAGON H 19207 U.S. ARMY TANK AUTOMOTIVE COMMAND 19207 12340259 REV G P/N -1 IS003 IS046 IS072	723	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0089	5305-01-256-5202 SCREW,CAP,HEXAGON H FF-S-85C NASM51109 P/N MS51109-123 IS003 IS072	713	EA		
0090	5305-01-257-0592 SCREW CAP HEXAGON HEAD/TRACK COMPONENTS R.A.S.T/ (80020) NAVAL AIR WARFARE CENTER AIRCRAFT DIV IDENTIFY TO 80020 6533C354 REV W 80020 REI-00-12885 DWG P/N -3 IPE03 IS001 IS003 IS046 IS072	2993	EA		
0091	5305-01-257-4114 SCREW CAP HEXAGON HEAD (80020) NAVAL AIR WARFARE CENTER AIRCRAFT DIV 80020 6533C355 REV U 80020 REI-01-12276 DWG P/N -3 IPE03 IS003 IS046 IS072	2482	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0092	5305-01-264-3602 SCREW, CAP, HEXAGON HEAD 19207 U S ARMY TANK AUTOMOTIVE COMMAND 19207 12338225 REV E DW G P/N 12338225-1 IS003 IS046 IS072	20215	EA		
0093	5305-01-264-6660 SCREW,CAP SOCKET HD, SELF-LOK 80064 NAVAL SHIP SYS COMM 1.500" NOM 6UNC 3A THD LGTH 3.750"MIN 6.080"MAX FAST LGTH 11.800"MIN 12.00"MAX STEEL CADMIUM PLATING 80064 810-2178000 REV R ITEM 108 PAGES 1&2 IPE03 IS003 IS046 IS054	134	EA		
0094	5305-01-281-7813 SCREW CAP HEXAGON HEAD STEEL, GRADE 5 ZINC & CHROMATE PLATING, ASTM B633, TY 2 .500 IN-13UNC-2A X 1.440 IN MIN-1.500 IN LG THD LGTH 1.286 IN MIN MIL-DTL-1222J TY GR 5 IS003 IS072	6127	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0095	5305-01-284-1389 SCREW, CAP, HEXAGON HEAD .250-20UNC-2A X 1.000 IN LG ZINC AND CHROMATE OVERALL 1 BOX = 100 EACH MIL-DTL-1222J TY I GR 5 IS003 IS072	991	BX		
0096	5305-01-285-5979 SCREW, CAP HEX HEAD STEEL, GR 5, ZINC PLATED .375-16 UNC2A X 2.500 LG THREAD LENGTH 1.000 MIN 2.460 MAX MIL-DTL-1222J TY 1 GR 5 IPE03 IS003 IS072	2817	EA		
0097	5305-01-285-7722 SCREW CA ϕ HEXAGON HEAD STL/ZINC & CHROMATE .750-16UNF-2A X 2.900 IN MIN -3.000 IN MAX LG 1.7500 NOM THD LGTH U/I BX = 20 EA MIL-DTL-1222J TY I, GR 5 IPE03 IS003 IS072	13	BX		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0098	5305-01-287-2908 SCREW CAP HEX HEAD FF-S-85C MS51108 REV B STD P/N -191 IPE03 IS003 IS072	848	EA		
0099	5305-01-311-9388 SCREW,CAP,HEXAGON H AS9492 MS9492 REV A P/N MS9492-06 STD P/N -06 IPE01 IPE03 IS003 IS046 IS054	845	EA		
0100	5305-01-314-5480 SCREW CAP HEXAGON HEAD //CAPTIVE BOLT// (80020) NAVAL AIR WARFARE CENTER AIRCRAFT DIV 80020 422914 REV C 80020 REI-00-12940 80020 REI-02-12422 DWG P/N-2 SUPERSEDED BY REI-02-12422 IPE03 IS003 IS046 IS072	468	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0101	5305-01-316-5277 SCREW,CAP,HEXAGON H 19207 U S ARMY TANK AUTO CMD MIL-B-7874 APPLIES EXCEPT FOR PARA. 3.1 (ITEM NOT QPL) 19207 12345994 REV A IPE03 IS003 IS046 IS072	1032	HD		
0102	5305-01-340-8908 SCREW,CAP,HEXAGON H US ARMY TANK AUTO COMMAND 19207 12347456 REV A IPE03 IS003 IS046 IS072	2935	EA		
0103	5305-01-341-8924 SCREW.CAP,SELF-LOCKING 53711 NAVAL SEA SYSTEMS WASH DC 53711 5489323 REV C P/N 400-5489323 ITEM 11 IPE03 IS003 IS046 IS054	7	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0104	5305-01-341-9447 SCREW, CAP, HEXAGON HEAD 0.375-16UNC-3A X 2.00" NOM THREAD LENGHT 1.875 NICKEL ALLOY 400 HEAD HEIGHT 0.226 MIM 0.243 MAX WIDTH BETWEEN FLATS 0.551 MIN 0.562 MAX LOCKING FEATURE PATCH, PELLET OR STRIP THREADS FF-S-85C MIL-DTL-18240F TYPE 2 STYLE 10P IS003 IS054	38	EA		
0105	5305-01-343-1761 SCREW,CAP,HEXAGON H FF-S-85C MS35310 REV B STD P/N -411 IPE03 IS003 IS072	50	EA		
0106	5305-01-344-8227 SCREW,CAP,HEXAGON HEAD (FINISHED HEX BOLT) NICKEL ALLOY 400 1/2 IN. X13 UNC-2A FASTENER LENGHT 2.190 IN MIN, 2.250 IN MAX 1 BOX = 100 EA MIL-DTL-1222J 1 IS003 IS072	5	BX		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0107	5305-01-344-8233 SCREW,CAP,HEXAGON H P/N 5/8 IN. X 11 UNC-2A 2-1/2 IN. L NOTE: 100 EACH PER BOX ASME B18.2.1A MIL-DTL-1222J TY I, GR 400 IS003 IS072	4	BX		
0108	5305-01-346-2401 SCREW,CAP,HEXAGON H NICKEL ALLOY 400 OVERALL 0.500-13NC 2A X 1.790" MAX FAST LENGTH THREAD LENGTH SHALL BE 1.790" MAX BOX CONTAINS 100 EACH MIL-DTL-1222J TY 1 GRADE 400 IS003 IS072	49	BX		
0109	5305-01-361-6613 SCREW,CAP,HEXAGON H 80204 AMERICAN NATIONAL STANDARDS P/N 0.625X11UNC-2AX3.75LG-NICU 1 BOX = 100 EACH	0	BX		
0110	5305-01-364-7097 SCREW, CAP, HEXAGON HEAD 80064 NAVAL SHIP SYSTEMS COMMAND APPLICABLE PGS 1,2,3,4,18 80064 803-2177141 REV J DWG P/N -3XX-10(SHT 1-4,18) IPE03 IS003 IS046 IS072	11	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0111	5305-01-366-3501 SCREW,CAP,HEXAGON H 30554 PROJECT MANAGER-MOBILE 30554 88-22530 REV H IPE03 IS003 IS017 IS046 IS072	64	EA		
0112	5305-01-367-9825 SCREW,CAP,HEXAGON H FF-S-85 MS51108 REV B STD P/N -192 IPE03 IS003 IS072	1032	EA		
0113	5305-01-367-9827 SCREW,CAP,HEXAGON H NICKEL ALLOY, SELF-LOCKING (32386) ILLINOIS TOOL WKS INC 32386 53A-00-193-X REV R MIL-DTL-1222J MIL-DTL-18240F P/N -14 TY 1 TY L IPE03 IS003 IS046 IS072	807	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0114	5305-01-369-9501 SCREW,CAP,HEXAGON H FF-S-85 MS51100 REV B P/N -2 IPE03 IS003 IS072	16	EA		
0115	5305-01-371-1714 SCREW,CAP,HEXAGON H U S ARMY TANK AUTOMOTIVE COMMAND 19207 12387152 REV B DWG P/N -8 IPE03 IS003 IS046 IS072	986	EA		
0116	5305-01-371-1715 SCREW,CAP,HEXAGON H 19207 US ARMY TANK AUTO COMM 19207 12387152 REV B P/N -2 IPE03 IS003 IS046 IS072	2295	EA		
0117	5305-01-371-2388 SCREW,CAP,HEXAGON H 19207 US ARMY TANK AUTO COMM 19207 12387152 REV B P/N -90 IPE03 IS003 IS046 IS072	374	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0118	5305-01-371-2389 SCREW,CAP,HEXAGON HEAD 19207 U S ARMY TANK AUTOMOTIVE COMMAND 19207 12387152 REV B P/N -63 IPE03 IS003 IS046 IS072	50	EA		
0119	5305-01-371-7942 SCREW ,CAP, HEXAGON (FINISHED HEX) STEEL COMP 316 .375-16UNC-2A X 3.000 INCHES FASTENER LGTH MAX THREAD LGTH 1.312 INCHES MAX. MIL-DTL-1222J TY I, GR 316 IS003 IS072	144	EA		
0120	5305-01-380-5109 SCREW,CAP,HEXAGON H US ARMY TANK AUTOMOTIVE COMMAND (19207) 19207 12387152 REV B P/N -60 IPE03 IS003 IS046 IS072	2224	EA		
0121	5305-01-383-1938 SCREW,CAP,HEXAGON H 19207 U S ARMY TANK AUTOMOTIVE CMD 19207 12387152 REV B DWG P/N -89 IS003 IS072	225	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0122	5305-01-383-3776 SCREW,CAP,HEXAGON HEAD 19207 U S ARMY TANK AUTOMOTIVE COMMAND 19207 12387152 REV B DWG P/N -67 IS003 IS046 IS072	171	EA		
0123	5305-01-383-4009 SCREW,CAP,HEXAGON H 19207 US ARMY TANK AUTO COMM 19207 12387152 REV B P/N -18 IS003 IS046 IS072	128	EA		
0124	5305-01-383-4089 SCREW, CAP, HEXAGON HEAD 19207 U.S. ARMY TANK AUTOMOTIVE COMMAND 19207 12387152 REV B DWG P/N 12387152-8L IS003 IS046 IS072	1476	EA		
0125	5305-01-383-8742 SCREW,CAP,HEXAGON H 19207 U S ARMT TANK AUTOMOTIVE CMMD 19207 12387152 REV B DWG P/N -66 IS003 IS046 IS072	231	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0126	5305-01-383-8774 SCREW,CAP,HEXAGON HEAD 19207 U S ARMY TANK AUTOMOTIVE COMMAND 19207 12387152 REV B P/N-88 IS003 IS046 IS072	6	HD		
0127	5305-01-384-0620 SCREW,CAP,HEXAGON H 19207 U S ARMY TANK AUTOMOTIVE COMMAND 19207 12387149 REV A P/N-1 IS003 IS046 IS072	1293	EA		
0128	5305-01-385-5612 SCREW,CAP,HEXAGON H 19207 US ARMY AUTO COMM 19207 12387152 REV B P/N -11 IPE03 IS003 IS046 IS072	210	EA		
0129	5305-01-386-8512 SCREW,CAP,HEXAGON H 32386 53A-00-231-X REV R P/N -19 IPE03 IS003 IS046 IS072	5	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0130	5305-01-389-8016 SCREW,CAP,HEXAGON H 3/8-16 UNC-2A X 1.500 LONG MATERIAL: STEEL GR 316 MIL-DTL-1222J TY 1, GR 316 IPE03 IS003 IS072	2839	EA		
0131	5305-01-398-4030 SCREW,CAP,HEXAGON HEAD 30554 DEPT OF DEFENCE PROJECT 30554 88-22745 REV D IPE03 IS003 IS046 IS072	42	EA		
0132	5305-01-411-6387 SCREW, CAP, HEXAGON HEAD FF-S-85C MS51108 REV B STD P/N -195 IS003 IS072	135	EA		
0133	5305-01-422-7298 SCREW,CAP,HEXAGON H CONTRACTORS NOTE:CRES COMP 316 ONLY FF-S-85 NASM35307 STD P/N MS35307-466S316 IS003 IS072	771	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0134	5305-01-422-7307 SCREW,CAP,HEXAGON H FF-S-85C NASM35307 STD P/N MS35307-464S316 IS003 IS072	210	EA		
0135	5305-01-422-7444 SCREW,CAP,HEXAGON H CRES COMP 316 ONLY FF-S-85 NASM35307 STD P/N MS35307-530 IS003 IS072	113	EA		
0136	5305-01-422-9602 SCREW,CAP,HEXAGON H FF-S-85 NASM35307 P/N MS35307-467S316 IS003 IS072	369	EA		
0137	5305-01-423-4729 SCREW,CAP,HEXAGON HEAD MATERIAL CES S316 ONLY FF-S-85 NASM35307 P/N MS35307-489S316 IS003 IS072	409	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0138	5305-01-436-3832 SCREW,CAP,HEXAGON H 30003 NAVAL AIR SYSTEMS COMMAND 30003 1741AS384 REV A MIL-DTL-18240F P/N 45 IS003 IS046 IS072	30	EA		
0139	5305-01-443-6982 SCREW,CAP,HEXAGON H 53711 585-6404866 REV A P/N -23 IS003 IS046 IS072	50	EA		
0140	5305-01-446-9230 SCREW,CAP,HEXAGON H 53711 NAVAL SEA SYS CMD P/N IS ON PAGE 31 53711 6405433 REV E DWG P/N -101 IS003 IS046 IS072	20	EA		
0141	5305-01-447-5025 SCREW,CAP,HEXAGON HEAD 53711 NAVAL SEA SYSTEMS COMMAND IDENTIFY TO: 53711 6405749 REV C AHDA B23 (SHTS 1 THRU 4) IS001 IS003 IS046 IS072	37	EA		

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE	TOTAL
0142	5305-01-453-4053 SCREW,CAP,HEXAGON HEAD 53711 NAVAL SEA SYSTEMS COMMAND IDENTIFY TO: 53711 6402302 REV C FIND 55 IS001 IS003 IS046 IS072	226	EA		
0143	5305-01-459-8179 SCREW,CAP,HEXAGON H (53711) NAVAL SEA SYSTEMS COMMAND ARLINGTON, VA 53711 6402202 REV D DWG ITEM 77, SHT #4 1 Box = 12 ea. IPE03 IS003 IS046 IS072	3	BX		
0144	5305-01-475-3364 SCREW, CAP, HEXAGON HEAD ANSI B18.2.1 P/N B1821BH038C750N IS003 IS072	377	EA		

PACKAGING DATA :

NSN	PC	WF	PM	PRES	HM	QUP	TYPE	LOPA	LOPB	OPI	TABLNR	PDTN	I_CNT	ICQ	MARK	SPI	CODE
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5305000213801	27	A	0	1010000000D3	N	050	S	E	Q	O		NIJJ0MNN	D3	AAA	00		1
5305000426248	27	A	0	1010000000D3	N	100	S	E	Q	O		NIJJ0MNN	D3	AAA	00		8
5305000427011	27	A	0	1010000000D3	N	025	S	E	Q	O		NIJJ0MNN	D3	AAA	00		1
5305000648407	27	A	0	1010000000D3	N	100	S	E	Q	O		NIJJ0MNN	D3	AAA	00		7
5305001006791	27	A	0	1010000000D3	N	050	S	E	Q	O		NIJJ0MNN	D3	AAA	00		1
5305001186286	27	A	0	1010000000D3	N	025	S	E	Q	O		NIJJ0MNN	D3	AAA	00		6
5305001404765	27	A	0	101000000010	N	050	S	E	Q	O		NIJJ0MNN	D3	AAA	00		5
5305001450903	27	A	0	1010000000D3	N	050	S	E	Q	O		NIJJ0MNN	D3	AAA	00		3
5305001526309	27	A	0	1010000000D3	N	050	S	E	Q	O		NIJJ0MNN	D3	AAA	00		9
5305001611586	27	A	0	421XXXXXXXXXXN	100	S	E	Q	M			NIJJ0MNN	D3	AAA	00		6
5305002066771	02	A	Z	201XXXXXXXXXD3	N	010	S	E	Q	M		NIJJ0MNN	D3	AAA	00		1
5305002678974	27	A	0	1010000000D3	N	100	S	E	Q	O		NIJJ0MNN	D3	AAA	00		4
5305002829607	27	A	0	10100XXXXXD3	N	100	S	E	Q	O		NIJJ0MNN	D3	AAA	00		7
5305004767475	27	A	0	1010000000D3	N	100	S	E	Q	O		NIJJ0MNN	D3	AAA	00		5
5305004832245	27	A	0	10100XXXXXD3	N	025	S	E	Q	O		NIJJ0MNN	D3	AAA	00		5
5305004843470	27	A	0	1010000000D3	N	001	S	E	Q	O		NIJJ0MNN	D3	AAA	00		0
5305004919666	27	A	0	1010000000D3	N	001	S	E	Q	O		NIJJ0MNN	D3	AAA	00		6
5305005310364	27	A	0	101000000010	N	100	S	E	Q	O		NIJJ0MNN	D3	AAA	00		4
5305005311097	27	A	0	1010000000D3	N	100	S	E	Q	O		NIJJ0MNN	D3	AAA	00		7
5305005503936	27	A	0	10100XXXXXD3	N	100	S	E	Q	O		NIJJ0MNN	D3	AAA	00		6
5305006166375	27	A	0	1010000000D3	N	050	S	E	Q	O		NIJJ0MNN	D3	AAA	00		5
5305006322777	27	A	0	1010000000D3	N	100	S	E	Q	O		NIJJ0MNN	D3	AAA	00		7
5305006379433	27	A	0	10100XXXXXD3	N	025	S	E	Q	O		NIJJ0MNN	D3	AAA	00		3
5305006382362	27	A	0	10100GBXXXXD3	N	050	S	E	Q	O		NIJJ0MNN	D3	AAA	00		2
5305006389837	27	A	0	1010000000D3	N	100	S	E	Q	O		NNNNOMNN	10	AAA	00		7
5305006392706	27	A	0	1010000000D3	N	050	S	E	Q	O		NIJJ0MNN	D3	AAA	00		6
5305006467389	27	A	0	1010000000D3	N	050	S	E	Q	O		NIJJ0MNN	D3	AAA	00		9
5305006560009	27	A	0	1010000000D3	N	001	S	E	Q	O		NIJJ0MNN	D3	AAA	00		9
5305006560013	27	A	0	421XXXXXXXXX00	N	BLK	S	E	Q	M		NIJJ0MNN	D3	AAA	00		3
5305006560399	27	A	0	1010000000D3	N	050	S	E	Q	O		NIJJ0MNN	D3	AAA	00		9

5305006602832	27	A	0	1010000000D3	N	050	S	E	Q	O	NNNNOMNN	10	AAA	00	2
5305006804262	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	2
5305006825830	27	A	0	1010000000D3	N	015	S	E	Q	O	NIJJOMNN	D3	AAA	00	0
5305006876541	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	1
5305007214440	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	0
5305007215322	27	A	0	1010000000D3	N	025	S	E	Q	O	NIJJOMNN	D3	AAA	00	2
5305007215665	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	5
5305007234076	27	A	O	1010000000D3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	6
5305007250133	27	A	0	1010000000D3	N	050	S	E	Q	O	NIJJOMNN	D3	AAA	00	3
5305007254090	27	A	0	10100XXXXXD3	N	025	S	E	Q	O	NIJJOMNN	D3	AAA	00	0
5305007276804	27	A	0	1010000000D3	N	050	S	E	Q	O	NIJJOMNN	D3	AAA	00	4
5305007285475	27	A	0	1010000000D3	N	020	S	E	Q	O	NIJJOMNN	D3	AAA	00	5
5305007607351	27	A	0	1010000000D3	N	050	S	E	Q	O	NIJJOMNN	D3	AAA	00	1
5305007768048	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	8
5305008015747	27	A	0	10100XXXXXD3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	7
5305008070013	27	A	0	1010000000D3	N	050	S	E	Q	O	NIJJOMNN	D3	AAA	00	3
5305008168915	27	A	0	1010000000D3	N	050	S	E	Q	O	NIJJOMNN	D3	AAA	00	5
5305008225853	27	A	0	1010000000D3	N	050	S	E	Q	O	NNNNOMNN	10	AAA	00	3
5305009029356	27	A	0	1010000000D3	N	025	S	E	Q	O	NIJJOMNN	D3	AAA	00	6
5305009032190	27	A	0	10100XXXXXD3	N	050	S	E	Q	O	NIJJOMNN	D3	AAA	00	0
5305009125113	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	3
5305009146135	27	A	0	1010000000D3	N	050	S	E	Q	O	NIJJOMNN	D3	AAA	00	5
5305009257853	27	A	0	1010000000D3	N	025	S	E	Q	O	NIJJOMNN	D3	AAA	00	3
5305009352960	27	A	0	10100XXXXXD3	N	015	S	E	Q	O	NIJJOMNN	D3	AAA	00	0
5305009353033	27	A	0	1010000000D3	N	001	S	E	Q	O	NIJJOMNN	D3	AAA	00	3
5305009413579	27	A	0	1010000000D3	N	025	S	E	Q	O	NIJJOMNN	D3	AAA	00	9
5305009435929	27	A	0	1010000000D3	N	025	S	E	Q	O	NIJJOMNN	D3	AAA	00	9
5305009448296	27	A	0	1010000000D3	N	025	S	E	Q	O	NNNNOMNN	10	AAA	00	6
5305009474351	27	A	0	1010000000D3	N	020	S	E	Q	O	NIJJOMNN	D3	AAA	00	1
5305009477050	27	A	0	1010000000D3	N	020	S	E	Q	O	NIJJOMNN	D3	AAA	00	0
5305009480670	27	A	0	10100XXXXXD3	N	020	S	E	Q	O	NIJJOMNN	D3	AAA	00	0
5305009480673	27	A	0	1010000000D3	N	020	S	E	Q	O	NIJJOMNN	D3	AAA	00	3
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5305009640431	27	A	0	10100XXXXXD3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	1

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5305010257761	27	A	0	1010000000D3	N	010	S	E	Q	O	NIJJ0MNN	D3	AAA	00	1
5305010635829	27	A	0	1010000000D3	N	025	S	E	Q	O	NIJJ0MNN	D3	AAA	00	9
5305010854876	27	A	0	101000000010	N	025	S	E	Q	O	NIJJ0MNN	D3	AAA	00	6
5305010926071	27	A	0	10100XXXXXD3	N	025	S	E	Q	O	NIJJ0MNN	D3	AAA	00	1
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5305011230899	27	A	0	10100XXXXXD3	N	001	S	E	Q	O	NIJJ0MNN	D3	AAA	00	9
5305011325205	27	A	0	1010000000D3	N	005	S	E	Q	O	NIJJ0MNN	D3	AAA	00	5
5305011519947	27	A	0	101000000010	N	050	S	E	Q	O	NIJJ0MNN	D3	AAA	00	7
5305011569457	27	A	0	101000000010	N	100	S	E	Q	O	NIJJ0MNN	D3	AAA	00	7
5305011876074	27	A	0	1010000000D3	N	050	S	E	Q	O	NIJJ0MNN	D3	AAA	00	4
5305011943001	27	A	0	1010000000D3	N	025	S	E	Q	O	NIJJ0MNN	D3	AAA	00	1
5305011951592	27	A	0	1010000000D3	N	010	S	E	Q	O			00		
5305011984649	27	A	0	1010000000A1	N	010	S	E	Q	O	NIJJ0MNN	D3	AAA	00	9
5305012013790	27	A	0	421XXXXXXXXXXN	001	S	E	Q	M		NIJJ0MNN	D3	AAA	00	0
5305012056048	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJ0MNN	D3	AAA	00	8
5305012097184	01	A	Z	201XXXXXXXXXD3N	001	S	E	Q	O		NIJJ0MNN	XX	AAA	00	4
5305012117478	27	A	0	101000000010	N	100	S	E	Q	O	NIJJ0MNN	D3	AAA	00	8
5305012134149	27	A	0	101000000010	N	050	S	E	Q	O	NIJJ0MNN	D3	AAA	00	9
5305012195939	27	A	0	10100XXXXXA1	N	001	S	E	Q	O	NIJJ0MNN	D3	AAA	00	9
5305012289499	27	A	0	1010000000D3	N	050	S	E	Q	O	NIJJ0MNN	D3	AAA	00	9
5305012447970	27	A	0	1010000000D3	N	015	S	E	Q	O	NIJJ0MNN	D3	AAA	00	0
5305012542522	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJ0MNN	D3	AAA	00	2
5305012565202	27	A	0	1010000000A1	N	030	C	E	Q	O	GBCC0FGG	D3	AAA	00	2
5305012570592	27	A	0	1010000000D3	N	001	S	E	Q	O	ENIJJ0MNN	D3	AAA	00	2
5305012574114	27	A	0	10100ZZ000D3	N	050	S	E	Q	O	ENIJJ0MNN	D3	AAA	00	4
5305012643602	27	A	0	10100ZZ000D3	N	025	S	E	Q	O	NIJJ0MNN	D3	AAA	00	2
5305012646660	27	A	0	1010000000EC	N	001	S	E	Q	O	NIJJ0MNN	XX	AAA	00	0
5305012817813	27	A	0	1010000000D3	N	050	S	E	Q	O	NIJJ0MNN	D3	AAA	00	3
5305012841389	27	A	0	1010000000D3	N	001	S	E	Q	O	NIJJ0MNN	D3	AAA	00	9
5305012855979	02	A	0	421XXXXXXXXXXN	050	S	E	Q	O		NIJJ0MNN	D3	AAA	00	9
5305012857722	27	A	0	1010000000D3	N	020	S	E	Q	O	NIJJ0MNN	D3	AAA	00	2
5305012872908	27	A	0	10100XXXXXD3	N	010	S	E	Q	O	NIJJ0MNN	XX	AAA	00	8
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5305013145480	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	0
5305013165277	27	A	0	1010000000D3	N	001	S	E	Q	O	NIJJOMNN	D3	AAA	00	7
5305013408908	27	A	0	1010000000D3	N	025	S	E	Q	O	NIJJOMNN	D3	AAA	00	8
5305013418924	27	A	0	1010000000D3	N	025	S	E	Q	O	NIJJOMNN	D3	AAA	00	4
5305013419447	27	A	0	1010000000D3	N	050	S	E	Q	O	NIJJOMNN	D3	AAA	00	7
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5305013448227	27	A	0	1010000000D3	N	001	S	E	Q	O	NIJJOMNN	D3	AAA	00	7
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5305013462401	27	A	0	1010000000D3	N	001	S	E	Q	O	NIJJOMNN	D3	AAA	00	1
5305013616613	27	A	0	1010000000D3	N	001	S	E	Q	O	NIJJOMNN	D3	AAA	00	3
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5305013663501	27	A	0	1010000000D3	N	025	S	E	Q	O	NIJJOMNN	D3	AAA	00	1
5305013679825	27	A	0	1010000000D3	N	015	S	E	Q	O	NIJJOMNN	D3	AAA	00	5
5305013679827	27	A	0	1010000000D3	N	025	S	E	Q	O	NIJJOMNN	D3	AAA	00	7
5305013699501	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	1
5305013711714	27	A	0	1010000000D3	N	050	S	E	Q	O	NIJJOMNN	D3	AAA	00	4
5305013711715	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	5
5305013712388	27	A	0	1010000000D3	N	050	S	E	Q	O	NIJJOMNN		00		8
5305013712389	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	9
5305013717942	27	A	0	1010000000D3	N	050	S	E	Q	O	NIJJOMNN	D3	AAA	00	2
5305013805109	27	A	0	1010000000D3	N	050	S	E	Q	O	NIJJOMNN	D3	AAA	00	9
5305013831938	27	A	0	1010000000D3	N	050	S	E	Q	O	NIJJOMNN	D3	AAA	00	8
5305013833776	27	A	0	1010000000D3	N	050	S	E	Q	O	NIJJOMNN	D3	AAA	00	6
5305013834009	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	9
5305013834089	27	A	0	1010000000D3	N	050	S	E	Q	O	NIJJOMNN	D3	AAA	00	9
5305013838742	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	2
5305013838774	27	A	0	1010000000D3	N	001	S	E	Q	O	NIJJOMNN	D3	AAA	00	4
5305013840620	27	A	0	1010000000D3	N	005	S	E	Q	O	NIJJOMNN	D3	AAA	00	0
5305013855612	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	2
5305013868512	27	A	0	1010000000D3	N	020	S	E	Q	O	NIJJOMNN	D3	AAA	00	2
5305013898016	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	6
5305013984030	27	A	0	1010000000D3	N	100	S	E	Q	O	NIJJOMNN	D3	AAA	00	0
5305014116387	01	A	Z	201XXXXXXXXD3	N	001	S	E	Q	O	NIJJOMNN	D3	AAA	00	7
5305014227298	27	A	0	1010000000D3	N	025	S	E	Q	O	NIJJOMNN	D3	AAA	00	8

5305014227307	27	A	0	1010000000D3	N	025	S	E	Q	O		NIJJ0MNN	D3	AAA	00	7
5305014227444	27	A	0	1010000000D3	N	001	S	E	Q	O		NIJJ0MNN	D3	AAA	00	4
5305014229602	27	A	0	1010000000D3	N	025	S	E	Q	O		NIJJ0MNN	D3	AAA	00	2
5305014234729	27	A	0	1010000000D3	N	020	S	E	Q	O		NIJJ0MNN	D3	AAA	00	9
5305014363832	27	A	0	1010000000D3	N	100	S	E	Q	O		NIJJ0MNN	D3	AAA	00	2
5305014436982	27	A	0	1010000000D3	N	100	S	E	Q	O		NIJJ0MNN	D3	AAA	00	2
5305014469230	27	A	0	1010000000D3	N	050	S	E	Q	O		NIJJ0MNN	D3	AAA	00	0
5305014475025	27	A	0	1010000000D3	N	100	S	E	Q	O	GA	NIJJ0MNN	D3	AAA	00	5
5305014534053	27	A	0	1010000000D3	N	100	S	E	Q	O		NIJJ0MNN	D3	AAA	00	3
5305014598179	27	A	0	101000000010	N	050	S	E	Q	O		NIJJ0MNN	D3	AAA	00	9
5305014753364	27	A	0	1010000000A1	N	100	S	E	Q	O		NIJJ0MNN	D3	AAA	00	4

In accordance with ITC Table, no special markings are required for any items.

END OF PACKAGING DATA.

**FAR 52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS
(JULY 2003)**

(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 (Cont'd)**(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

FAR 52.212-1 (Cont'd)

not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of Requirements Documents Cited in the Solicitation.*

(1)(i) The 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://dodssp.daps.mil>

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

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

ADDENDUM TO FAR 52.212-1:**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.

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

Period of acceptance is 90 days.

3. 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.

4. Addendum to 52.212-1(g) Contract Award.

If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

5. 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.

6. 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 (Continued):

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)

ADDENDUM TO FAR 52.212-1 (Continued):**52.215-9P12 INSTRUCTIONS FOR PREPARING PROPOSALS (JAN 1992)
DSCP****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

Note: The offeror shall also provide the SF 1449 through item description pages and FAR 52.212-3 (Representations and Certifications) with their Offer.

- (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) The technical proposal must clearly demonstrate the offeror's ability to meet the Government's requirements as set forth in this solicitation. ***Failure to provide the information requested by any of the technical evaluation factors identified in addendum to 52.212-2 "EVALUATION – COMMERCIAL ITEMS" 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.
- (2) Proposals that are unrealistic in terms of technical or schedule commitments, or unrealistically low in price, will be considered indicative of a lack of understanding of the solicitation requirements.

ADDENDUM TO FAR 52.212-1 (Continued):

- (3) You are required to prepare and submit your proposal aligned with the technical evaluation factors specified in addendum #1 to “EVALUATION CRITERIA,” of 52.212-2 “EVALUATION – COMMERCIAL ITEMS” of this solicitation to facilitate government review and evaluation of proposals. Technical proposals shall therefore be presented in accordance with the instructions contained in this clause. 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.

(c) VOLUME II, BUSINESS PROPOSAL – INCLUDES ALL PRICING INFORMATION:

- (1) 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) For this solicitation, the Government requires the submission of a Business Proposal.
- (4) 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. SUBMISSION OF PAST PERFORMANCE INFORMATION:****GENERAL INFORMATION:**

Item(s) of Supply Described In This Solicitation. The Offeror shall submit with its proposal a list of five contracts, over \$100,000 completed within the twelve (12) calendar months immediately prior to the date specified in this solicitation for receipt of offers, covering a *representative sample of the National Stock Numbers (NSNs) included in this solicitation.* Contracts over \$100,000 for similar items shall be submitted if the offeror has not provided the NSNs included in the solicitation during the most recent 12 month period. The offeror shall describe the extent of experience, similar to the proposed contract requirements, of its own corporate entity and any partner, joint venture, subcontractor, etc. who will be performing on the proposed contract. The list should include contracts/orders with Federal agencies, state and local government agencies and commercial customers. In addition to the contracts/orders above, *regardless of the item(s) of supply covered,* the Offeror shall provide a list of its last five (5) completed

ADDENDUM TO FAR 52.212-1 (Continued):

supply contracts over \$100,000 with Federal, state or local government agencies or commercial customers. *Note: If the offeror does not have contracts over \$100,000, they shall provide contracts under \$100,000 for past performance information.*

Provide evidence that you have supplied a high volume of commercial orders on FSC *Federal Stock Class (FSC) 5306, bolt, machine*, directly to a depot and/or a customer, as required.

Information To Be Provided For Contracts/Orders:

For each contract/order the Offeror shall include at least the following information:

- (1) Name and address of the contracting government activity, or the name and address of the commercial customer.
- (2) The contract/order number or other means of document identification if no contract/order number was assigned.
- (3) The contract type (e.g. fixed price, fixed price with EPA, etc.).
- (4) The total dollar value of the contract.
- (5) A description of the item provided under the contract.
- (6) The name of the Procuring Contracting Officer (PCO) and his or her telephone number, if a government contract; the name of the commercial customer official, agent or employee, and his or her telephone number, if a commercial supply contract.
- (7) The name of the Administration Contracting Officer (ACO) or Defense Contract Management Agency (DCMA) point of contact, and his or her telephone number, if a government contract; the name of the officer, official or agent or employee administering the contract, if a commercial supply contract.

Note: Offerors shall provide a list that includes contracts/orders with both Federal agencies, state and local government agencies and commercial customers. If you do not have government contracts and/or contracts with past commercial customers, please include this information with your Technical Proposal.

If the offeror has no past performance history, it should provide information regarding the experience of its key management and/or technical personnel on contracts for the same or similar items. Contracts performed by any predecessor company for the same or similar items should also be reported.

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

ADDENDUM TO FAR 52.212-1 (Continued):**FACTOR 1 - PAST PERFORMANCE:**

Subfactor 1a. Delivery

Subfactor 1b. Quality

Subfactor 1c. Business Relations/Customer Satisfaction

Subfactor 1a. Delivery: Offerors shall provide pertinent information as cited above that indicates the offerors past record of performance (i.e., on-time delivery record) on the same or similar items.

Contracts/Orders In Process But Past Due: In addition to the information relating to completed contract/orders set forth above, the Offeror **shall** also include a complete list of contracts that are past due, or which was extended for the convenience of the Offeror. The elements set forth above shall be cited for each of these contracts/orders as well.

Problems/Mitigating Circumstances/Corrective Action: *Offerors are encouraged to provide information relating to specific problem(s) encountered in the performance* of the contracts/orders which the Offeror has listed above, any circumstances which the Offeror deems to be mitigating circumstances or excusable causes of delay in performance, and any corrective action taken to overcome lateness in delivery on any contract(s)/order(s). Offerors should provide *specific scenarios*; not general information. General information *may* be obtained from the Offeror's listed references.

Subfactor 1b. Quality: Offerors may provide applicable quality information including conformance or nonconformance records for the same or similar items; information concerning product quality deficiencies for the same or similar items; and any applicable test reports e.g., Product Verification Testing (PVT) or First Article Test (FAT) for the same or similar items.

Note: Offerors are encouraged to provide additional information relating to specific quality problems encountered, the reasons for the quality problems and any remedies that resolved such quality problems.

Subfactor 1c. Business Relations/Customer Satisfaction: Offerors shall provide pertinent information as cited above that provides specific information indicating the offeror's commitment to favorable business relations/customer satisfaction.

Note: Offerors are encouraged to provide additional information relating to specific problems encountered in establishing favorable business relations/customer satisfaction and any remedies that resolved such customer complaints.

ADDENDUM TO FAR 52.212-1 (Continued):

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 accorded the opportunity to review such information and to provide its rebuttal or other comments.

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.

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

ADDENDUM TO FAR 52.212-1 (Continued):**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 52.217-9I17 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 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

ADDENDUM TO FAR 52.212-1 (Continued):

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.

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following technical factors shall be used to evaluate offers:

Past Performance

- a. Delivery
 - b. Quality
 - c. Business Relations/Customer Satisfaction
-

Subfactors 1a., 1b., and 1c. are of equal importance

The evaluation of technical proposals is considered equal in weight to the evaluation of business proposals. Award will be made giving **equal consideration** to offerors' technical proposals and offerors' business proposals.

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

- (b) 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:**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. *Revised and “Final Proposal Revisions” (FPRs)* resulting from discussions will undergo further Technical and Business Proposal Evaluations. *That proposal which is most advantageous to the Government according to the evaluation factors in FAR 52.212-2, “EVALUATION - COMMERCIAL ITEMS”, will be selected for award.*

Note: The Defense Supply Center Philadelphia (DSCP) reserves the right to award this solicitation to multiple contractors pending the outcome of the source selection process. 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” will be selected.

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

Offerors are required to submit technical proposals as described in the ADDENDUM TO FAR 52.212-1 entitled “**SPECIAL INSTRUCTIONS FOR THE SUBMISSION OF SOURCE SELECTION 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:**

Each proposal will be evaluated against the requirements of the solicitation. The

ADDENDUM TO FAR 52.212-2 (CONTINUED):

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.

EVALUATION OF TECHNICAL FACTORS

For the purposes of this solicitation, ***TECHNICAL FACTORS AND PRICE will be considered on an equal basis.***

1. EVALUATION OF PAST PERFORMANCE:**GENERAL INFORMATION:**

The past performance information furnished by the offeror in accordance with the Addendum to FAR 52.212-1 of this solicitation will receive consideration in varying degrees based on the similarity of this acquisition, and the similarity of the contract types of the contracts/orders listed by the offeror to the type of contract contemplated by this solicitation. The offeror's performance record will be assessed to determine if it demonstrates a level of performance that provides a reasonable assurance that the solicitation requirements will be met.

Past Performance information will be used in the determination of the best value to the Government. This evaluation process will focus on information that demonstrates quality of performance relative to the type, size and complexity of this acquisition.

In addition to information obtained from DSCP's records, data or information relating to the offeror's performance *may* be obtained from sources other than those listed pursuant to this provision, or other than the references furnished by the offeror. Examples of such sources are the Automated Best Value System (ABVS), Dunn & Bradstreet (D & B), Federal agencies other than DSCP, state and local government agencies, and any other independent source or sources which might have information which is considered relevant.

Evaluation of past performance *may be subjective* based on consideration of all relevant facts and circumstances. Included in the determination will be conclusions as to the offeror's commitment to customer satisfaction, and other conclusions which will be based on informed judgment. The basis for the conclusions of judgment will be documented and will be furnished to offerors upon request during debriefing.

If an offeror does not have a relevant past performance history, or has no performance

ADDENDUM TO FAR 52.212-2 (CONTINUED):

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.

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 company(ies) 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.

**CONTRACT INFORMATION FURNISHED BY THE OFFEROR
WILL BE EVALUATED IN THE FOLLOWING ORDER OF
PRIORITY:**

- (1) Contracts/orders awarded by DSCP for the same or similar items of supply as are covered by this solicitation.
- (2) Contracts/orders awarded by DSCP for supplies within the same Federal Stock Class as those items of supply included in this acquisition.
- (3) Contracts/orders for the same or similar items, and similar in scope of performance (*high volume of orders for Direct Vendor Delivery and/or Stock*) as the contract contemplated by this acquisition awarded by a government agency other than DSCP, or by a commercial customer.

PAST PERFORMANCE SUBFACTORS:

Past Performance will be evaluated based on the following considerations. Subfactors 1a., 1b., and 1c. are of *equal* importance.

-
- 1a. Delivery
 - 1b. Quality
 - 1c. Business Relations/Customer Satisfaction
-

Subfactor 1a. The Government will evaluate the offeror's Delivery. We will review the offeror's record of on-time performance. Accordingly, the offeror's past performance record will be evaluated to ensure its ability to handle the volume of sales similar to the solicitation's estimated requirements with on-time delivery and to assess its experience in complex contracting with an emphasis on Stock and/or Direct Vendor Delivery.

Subfactor 1b. The Government will evaluate the offeror's Quality. Accordingly, we will evaluate the offeror's history of providing a quality product in conformance with the requirements of the solicitation without deviation or product quality deficiencies.

ADDENDUM TO FAR 52.212-2 (CONTINUED):

Subfactor 1c. The Government will evaluate the offeror's Business Relations/Customer Satisfaction. Accordingly, we will evaluate the offeror's credibility and commitment to favorable business relations and customer satisfaction, including its overall concern for the interests of the customer.

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 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.

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.

**FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS –
COMMERCIAL ITEMS (JUNE 2003)**

(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 in the United States or its outlying areas. 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.

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.

[Alternate II is not applicable at this time to DoD contracts.]

ADDENDUM TO FAR 52.212-3:**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/qs1.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

(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.

ADDENDUM TO FAR 52.212-3 (continued):

(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 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 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 plant listed. With respect to each plant shown,

ADDENDUM TO FAR 52.212-3 (continued):

the information furnished must be sufficient to identify the name and address of the owner and operator , if other than offeror.

ITEM NO.	PLANT NAME AND ADDRESS
_____	_____
<i>Vendors may attach a spreadsheet for multiple line items if necessary.</i>	
_____	_____
_____	_____

(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.

Addendum to FAR 52.212-3 (Continued):

ITEM NO.	SHIPPING POINT
_____	_____
_____	_____
_____	_____

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):

____(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.

DFARS 252.225-7000 BUY AMERICAN ACT – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) *Definitions.*

“Domestic end product,” “foreign end product,” “qualifying country,” and “qualifying country end product,” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.*

The Government -

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, 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:

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____
_____	_____
_____	_____

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;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a 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.

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.

**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.