

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER \_\_\_\_\_ PAGE 1 OF \_\_\_\_\_

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER <i>(No collect calls)</i>	8. OFFER DUE DATE/ LOCAL TIME
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9. ISSUED BY	CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: _____ % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	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) 13b. RATING	12. DISCOUNT TERMS
			14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		

15. DELIVER TO	CODE		16. ADMINISTERED BY	CODE	
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17a. CONTRACTOR/OFFEROR	CODE		FACILITY 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
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>
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<input 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 type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED
<input 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 type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		
<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), 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 <i>(SIGNATURE OF CONTRACTING OFFICER)</i>		
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>	31c. DATE SIGNED

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SOLICITATION SP0500-04-R-0062**

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**CAUTION NOTICE**

This procurement is being solicited on the basis of being totally set aside for small business. Solicitation SP0560-04-R-0062 is designed to place all Federal Stock Class 5355 competitive items under one or more Indefinite Quantity Contract(s). This solicitation contains approximately 645 CORE NSNs. Core NSNs are items that have had demand over the past year or are anticipated to have demand in the next couple of years.

***Format of Solicitation:*** This solicitation is constructed as follows:

A. **Lot I:** Consists of 355 Contract Line Item Numbers of Knobs, Knob Assemblies, Knob Dials, Shafts and Shaft Assemblies (CLINS 0001 through 0355), each designated by a National Stock Number (NSN), and each requiring Government Source Inspection (GSI), as indicated by the placement of an "X" in the in the column entitled, "Source Inspection Required."

B. **Lot II:** Consists of 194 Contract Line Item Numbers of Knobs, Knob Assemblies, and Dials (CLINS 0356 through 0550), each designated by an NSN, and each requiring only inspection at destination, as indicated by the lack of an "X" in the column entitled, "Source Inspection Required."

**As to Lots I and II, award will be made on an "all or none basis" by entire Lot. Offerors may not submit proposals for less than each entire Lot.**

C. **CLINS 0551 Through 0645 - Miscellaneous:** Consists of 95 Contract Line Item Numbers of Dials, Dial Assemblies, Pointers, Pointer Assemblies, and other miscellaneous items, each designated by an NSN, some of which require Government Source Inspection and some of which require inspection at destination. Those requiring Government Source Inspection have an "X" in the block on the item line under the heading, "Source Inspection Required" Those items that do not have an "X" on the item line under the column heading, "Source Inspection Required," DO NOT require source inspection.

**As to CLINS 0551 through 0645, award will be made on an "all or none basis" by CLIN. Offerors may not submit proposals for less than each entire item.**

Additional items, not identified in the core group of items, approximately 1996 "Non-Core", may be added at any time based on the requirements of the customers/ordering activities and will be added by supplemental agreement on a post award basis. The "Non-Core" items that may be added to the contract on a post award basis will be in accordance with respective clauses "ADDITION AND DELETION OF ITEMS (MAR 2003) Lot NSN's" included on Pages 23 thru 24 of this solicitation and "ADDITION AND DELETION OF ITEMS (MAR 2003) Item by Item NSN's" included on Pages 25 thru 27 of this solicitation.

This solicitation includes a provision under which the Government may extend the term of the contract by unilateral modification for up to, but not exceeding four (4) years beyond the base period. The total duration of the contract, including base year and all options, may not exceed five (5) years. ***Subparagraph (c)(2) of Clause DSCP 52.217- 9I05, "Option To Extend The Term of The Contract - Notice Of EPA Provision (Alternate)(JUL 1992)," on Pages 20 through 22 of this solicitation, requires the Offeror to accept the option provision. Failure of the offeror to indicate acceptance of the Option provision in its initial proposal may result in its elimination from further consideration.***

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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS - SF 1449  
(CONTINUATION SHEET)**

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A complete listing of Core & Non-Core NSN's can be found on the Website:

[http://www.dscpl.dla.mil/gi/general/scp\\_ltc.htm](http://www.dscpl.dla.mil/gi/general/scp_ltc.htm). --- Under the heading SP0500-04-R-0062

**The Excel Spreadsheet file identifies a list of the required FSC 5355 Knob, Dial, & Pointers core items (645 items) and the estimated annual demand quantity of material. Offerors are required to submit their offers/prices on an MS Excel spreadsheet file and return the MS Excel spreadsheet on a CD-ROM as part of their offer.**

**1. Block 8**

Offer Due Date/Local Time: **17 MAY 2004**

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

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

Solicitation No: **SP0500-04-R-0062**  
Opening/Closing Date and Time **17 MAY 2004 4 PM EST**

**Handcarried Offers should be delivered to:**

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

Solicitation No: **SP0500-04-R-0062**  
Opening/Closing Date and Time **17 MAY 2004 4 PM EST**

[Examples of Handcarried 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 handcarried 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 "handcarries" 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.**

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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS - SF 1449  
(CONTINUATION SHEET) (Continued)**

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

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

**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.)**

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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS - SF 1449  
(CONTINUATION SHEET) (Continued)****1. Continuation of Blocks 19-24:****Schedule of Supplies/Services****IDT04280005105**

NSN: 5355-Knob, Dial, Pointer-See attached listing

**Destination:** Shall be to any destination within the Contiguous United States and District of Columbia, excluding Alaska and Hawaii.**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 on the on the Website:[http://www.dscp.dla.mil/gi/general/scp\\_ltc.htm](http://www.dscp.dla.mil/gi/general/scp_ltc.htm). --- Under the heading SP0500-04-R-0062

For all shipments of packaged materiel to the government, which includes either depot DLA-direct) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MHLO.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MHLO.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129p. If there are inconsistencies between the schedule and MIL-STD-129p, the schedule takes precedence.

**NOTE: PLEASE REFER TO PID/PACKAGING DATA (website above) FOR EACH ITEMS SPECIFIC REQUIREMENTS.**

Website Excel Spread Sheet is 1 workbook with 5 sheets:

- 1 Core NSN's- PID data: drawing numbers, QAPS, Type#
- 2 Core Work Sheet - Provides annual estimated quantity, **Input** Columns for Price and Delivery.
- 3 Core PKG - Packaging data for each NSN
- 4 Table Text - PID and Packaging table text
- 5 Non Core - Universe of Mounting, Plates, no current demand

**UPON REQUEST: POC - George Gross, (215) 737-2424 will provide Web Site Information and issue drawing data on CD-ROM.****THE FOLLOWING STAMP APPLIES TO EACH LINE ITEM:****UNIT PACK APPLIES WHERE POSSIBLE**

**FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS  
(OCT 2003)***(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--

**FAR 52.212-4 (continued)**

- (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 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.*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt Payment.* 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.

(3) *Electronic Funds Transfer(EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* 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.

**FAR 52.212-4 (continued)**

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of Loss.*

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

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

(k) *Taxes.*

The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's Convenience.*

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

(m) *Termination for Cause.*

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

(n) *Title.*

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

(o) *Warranty.*

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

(p) *Limitation of Liability.*

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

**FAR 52.212-4 (continued)***(q) Other Compliances.*

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

*(r) Compliance with Laws Unique to Government Contracts.*

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

*(s) Order of Precedence.*

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

*(t) Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

**FAR 52.212-4 (continued)**

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

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

<u>Paragraph</u>	<u>Additional Language</u>
[X]            (a)	<b>FAR 52.246-2, <i>Inspection of Supplies - Fixed Price</i></b> , is hereby included in this contract and takes precedence over FAR 52.212-4(a). <b>APPLIES TO SOURCE INSPECTED ITEMS</b>
[ ]            (i)	<b>Fast Payment</b> 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 FAR 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](http://www.dscp.dla.mil/contract/dgpa/Part52_Interface.doc)

**CLAUSE NUMBER****TITLE/DATE**

FAR 52.204-7	Central Contractor Registration (OCT 2003)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
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)
FAR 52.247-48	FOB Destination-Evidence of Shipments (FEB 1999) (Applicable to Source Inspected Items)
DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.204-7004	Alteration to FAR 52.204-7, Alternate A (NOV 2003)
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 52.211-9010	Military shipping label (MSL) requirements – MIL-STD-129P (FEB 2004)
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)
DSCP 52.211-9I09	Delivery Time – Additional Provisions (SEP 1990)
DSCP 52.246-9I08	Inspection and Acceptance (SEP 1990)
DSCP 52.247-9I03	Consignment and Addressing Instructions (JULY 1998)

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

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

(End of Clause)

**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.

(End of Clause)

**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 manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

  05   Percent increase

  05   Percent decrease

This increase or decrease shall apply to each NSN.

(End of Clause)

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

Material ordered under the terms of this contract shall be delivered within **90 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).

(End of Clause)

**FAR 52.216-18 ORDERING (Oct 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

**Such orders may be issued from the date of contract award to a date one calendar year after the date of contract award.**

(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)

**FAR 52.216-22 INDEFINITE QUANTITY (Oct 1995)**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **270** days after contract expiration date.

(End of Clause)

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

(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 1041 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: **WPS 1041**

Commodity: **Hardware**

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

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

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

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

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

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

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

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

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

(6) Adjusting Price Index. For purposes of price adjustment under this clause, this term shall mean the average PPI for the economic indicator for the preceding Contract

Calendar Year, calculated from the month of the contract date through the next succeeding eleven (11) months.

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

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

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

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

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

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

**ADDENDUM TO FAR 52.212-4 (continued)**

supplies covered by Delivery Orders under which delivery was completed during the preceding Contract Calendar Year. If the adjustment results in an increase in the price(s), the monies shall be obligated at the time of the mailing of the finalized Modification to the Contractor, and the Contractor shall submit the invoice therefore, with specific reference to the Modification by which the adjustment has been implemented. If the adjustment results in a decrease in the price(s), the Contractor shall submit its check or its credit memorandum in the amount of the decrease within thirty (30) days of the date of the Modification. Failure by the Contractor to remit payment, or to furnish a credit memorandum within the thirty (30) day period, will result in initiation by the Contracting Officer of debt collection procedures, including administrative offset against monies owed by DSCP to the Contractor under this contract or any other contract(s).

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

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

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

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

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

(End of Clause)

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

(a) Definitions.

(1) The term, "**Contract Year**," means a period of twelve (12) calendar months commencing on the contract date and continuing through the twelfth (12th) calendar month thereafter.

(2) The term, "**Annual Estimated Quantity**," refers to the Government's good faith estimate of the requirements for each item during a specified contract year. If no specific contract year is cited, the annual estimated quantity shall apply to each and every contract year during the period of the contract, including each option year, if any.

(3) The "**Annual Estimated Amount**" for an item is the amount derived by multiplying the annual estimated quantity by the contract unit price at which the item is awarded.

(4) The "**Annual Estimated Value of the Contract**" is the sum of the annual estimated

**ADDENDUM TO FAR 52.212-4 (continued)**

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 **one** contract year(s), commencing on the contract date and extending through the **twelve** calendar months 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 25% of the Annual Estimated Quantity. In the event that this contract includes incremental or stepladder pricing provisions, the minimum quantity for any item shall not be less than the lowest quantity set forth in the lowest quantity increment, even if the quantity ordered is part of the guaranteed minimum under Paragraph (e) below.

(c) "**Maximum Order Limitation.**" Subject to the provisions of Paragraph (e) below related to the Guaranteed Minimum, the Contractor is not obligated to honor----

(1) Any order for an item in excess of **100% of annual estimated quantity.**

(2) Any order for a combination of items in excess of \$ n/a.

(3) A series of orders from the same ordering office within a period of **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

**ADDENDUM TO FAR 52.212-4 (continued)**

stated in terms of a dollar value, the guarantee will be determined at the time of award and will be a percentage of the aggregate of the annual estimated amounts of the items awarded.

c. For a contract with a base period of more than one year, if the minimum guarantee is stated in terms of quantity, the guarantee will be a percentage of the annual estimated quantity for each item awarded multiplied by the number of contract years in the base period. For a contract with a base period of more than one year, if the minimum guarantee is stated in terms of a dollar value, the guarantee will be a percentage of the annual estimated value multiplied by the number of contract years in the base period.

d. The minimum guarantee for any option period will be a percentage of the annual estimated quantity for each item covered by the option, if the guaranteed minimum is stated in terms of quantity, or will be a percentage of the annual estimated value, if the guaranteed minimum is stated in terms of dollar value.

(2) The Government guarantees that it will order under this contract, (and under the contract awarded for any partial set-aside) the following minimum, as applicable:

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 ten percent** of the annual estimated value reflected on Page 1 of the contract/award. **(Base period of one year).**

A quantity of each item which represents percent of the annual estimated quantity of the item awarded multiplied by (Base period of two or more years).

Supplies which have a dollar value of at least ten percent of the annual estimated value multiplied by two (Base period of two or more years).

(3) Subject only to the minimum per order specified in Paragraph (b) above, in the sole discretion of the contracting officer, the guarantee may be placed by a single delivery order or by any number of delivery orders. The maximum quantity per order does not apply until after the guaranteed minimum.

(4) In the event that a single delivery order covers supplies which are both within the guaranteed minimum and in excess of the guaranteed minimum, the maximum delivery order limitations, in Paragraph (c) shall apply, and the Contractor shall be governed by the notice requirement of Paragraph (d).

(5) The aggregate of the delivery orders issued during the base contract period will be applied to the minimum guarantee as defined above. When the aggregate of the delivery orders equals or exceeds the guaranteed quantity or guaranteed dollar value, as applicable, the minimum guarantee will have been met, and the Government's obligations with regard to the guarantee will have been satisfied.

(f) **“Maximum Contract Limitation.”** Notwithstanding any other provisions of this clause or provisions included elsewhere in this solicitation, the maximum quantity or maximum dollar value that may be obligated against this contract is **\$49 million**.

(End of Clause)

**ADDENDUM TO FAR 52.212-4 (continued)**

**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, **four years** beyond the one year base contract year. 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.

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

## (b) TERMS AND CONDITIONS

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

## (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:

**ADDENDUM TO FAR 52.212-4 (continued)**

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

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

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

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

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

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

[ ] (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:

**ADDENDUM TO FAR 52.212-4 (continued)**

**(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.

(End of Clause)

**The following Clause is applicable to Source Inspected Order's only:**

**52.246-9I06 DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORT (DEC 2002) DSCP**

Distribution of Material Inspection and Receiving Reports (DD Form 250) shall be as follows:

The Purchasing Office copy shall be marked DSCP- IABA15; the DLA Inventory Manager copy shall be marked DSCP-IABA; for FMS requirements, an additional copy shall be marked DSCP-IAD. These copies shall be forwarded to:

Defense Supply Center Philadelphia  
General & Industrial Commodity Directorate  
700 Robbins Avenue  
Philadelphia, PA 19111-5096

If this purchase is for Foreign Military Sales (FMS), eight (8) copies of the DD Form 250 are required for the FMS Representative. These copies shall be mailed to the address specified on the FMS Consignment Sheet (Form 700) which is located in Section B of this document.

In accordance with DFARS Appendix F, a copy of the DD Form 250 must be included with each additional package of a multi-package shipment.

**ADDENDUM TO FAR 52.212-4 (continued)**

**Note: The following clause applies only to Line Items 0001-0550**

**ADDITION AND DELETION OF ITEMS - MARCH 2003 (Lot NSN's)**

**A. ADDITIONS.**

**1. Additions by the Government.**

(a) In addition to the core list of items designated as Lots I and Lot II, the scope of the contract(s) resulting from this solicitation will include additional items that will be incorporated into applicable lot(s) and added to the applicable contract(s) based on the criteria by which the lot(s) was/were established. The listing of the items that may be added to the appropriate lots under the appropriate contract(s) may be viewed at: <http://www.dscp.dla.mil/gi/general/Genhardscp/SCPHOME.htm>

Depending upon when the requirements for the items are developed, they may be added to the contract during the base period or during any option period, *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) Unless a longer period of time is agreed to by the Contracting Officer, the Contractor shall provide the Contracting Officer with price and delivery within ten 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 days after receipt of the Contractor's price(s) and delivery.

(c) If a Contractor is unable to provide the additional item(s), or if the Contractor and the Contracting Officer cannot agree to terms, including reasonable price(s) and delivery, as determined by the Contracting Officer, competitive offers will be solicited from the other entities who received awards under this solicitation. In such instances Contractors solicited must provide complete information in the event the Contracting Officer elects to award the additional item(s) without conducting negotiations.

**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 such recommended changes, alterations or substitutions are approved in writing by the Contracting Officer, 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 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 instances, 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 will be incorporated into the contract by a Modification termed a "Supplemental Agreement."

(b) Unless another time is agreed to by the Contractor and the Contracting Officer, delivery of the items added to the contract shall occur within 90 days after date of order, or within 90 days after date of order following a ramp-up period of 90 days, whichever occurs later.

**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.

(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, or out of production, or superseded item. If, based on the recommendation of the Contractor, an item is, or a number of items are, deleted from the contract the deletion shall be a termination for convenience.

**3. Administration of Deletions**

(a) 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 forty-five 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.

(b) Deletions (terminations for convenience) shall be implemented by a Modification. Upon agreement as to the settlement costs, if any, the agreement shall be finalized by a Supplemental Agreement signed by the Contractor and the Contracting Officer.

(c) 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.

(End of Clause)

**Note: The following Clause applies only to Line Items 0551-0645**

**ADDITION AND DELETION OF ITEMS – MARCH 2003 (Item by Item NSN's)**

**A. ADDITIONS.**

**1. Additions by the Government.**

(a) In addition to the core listing of 645 items, the scope of the contract(s) resulting from this solicitation will include additional items that are in a universe described as FSC 5355-Knob, Dial, & Pointer. 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), as determined by the Contracting Officer.

(b) If the Government makes multiple awards under this solicitation, additional item(s) will be awarded on a post-award basis via supplemental agreement to the Contractor(s) whose price and past performance 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 prices. The contracting officer will evaluate offers in accordance with the terms of Clause 52.215-9I14 EVALUATION OF PAST PERFORMANCE UNDER THE AUTOMATED BEST VALUE SYSTEM (ABVS) PROGRAM(DEC 1999) DSCP and the ADDITIONAL SOURCES OF PAST PERFORMANCE INFORMATION(Jan 2004) in the Addendum to FAR 52.212-2. 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.

**ADDENDUM TO FAR 52.212-4 (continued)**

**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 90 days after date of order, or within 90 days after date of Modification, whichever occurs later. This provision allows for a 90-day ramp-up period from date of Modification for items added to the contract.

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

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

**ADDENDUM TO FAR 52.212-4 (continued)**

cause an increase or decrease in, or have no effect on, the cost to the Government under

the contract, and shall provide an estimate of any cost impact. Unless a longer period is authorized by the Contracting Officer, within 30 days of receipt of a Modification deleting one or more items from the contract, the Contractor shall submit its termination settlement claim.

(b) As soon as practicable after receipt of a recommendation from the Contractor to delete one or more items from the contract, the Contracting Officer will notify the Contractor of approval or disapproval of the recommendation. The Contracting Officer will be required to coordinate the proposed deletions with DSCP's customer-users and Engineering Support Activities (ESAs) having technical jurisdiction of the item(s). Upon coordination/approval of a proposed deletion, the Contracting Officer will issue a Modification implementing the deletions.

(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.

(End of Clause)

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

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 abilities 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.

**ADDENDUM TO FAR 52.212-4 (continued)**

(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 nonmanufacturer, the resources needed (for example, access to raw material, inventories, production capabilities, and transportation services) to provide the surge quantities as specified in the attached spreadsheet shall be obtained by the Contractor. In either case, the Contractor shall maintain and rotate these materials and/or end items and/or continuously maintain access to the resources needed to support surge requirements. The Contractor is contractually obligated to ensure that the capabilities exist to fulfill the surge requirements specified in the attached spreadsheet, if and when the Surge Option is exercised. The Contractor shall not revise the surge option delivery schedule without the prior approval of the contracting officer. The contracting officer may exercise this Surge Option at any time prior to acceptance by the Government of the final scheduled delivery under the contract. At his or her discretion, the contracting officer may provide preliminary notification of the exercise of this Surge Option verbally or by written or electronic means, which shall state the quantities to be added or accelerated under the terms of the clause. The preliminary notice will be followed by a Contract Modification incorporating the previously given notice, and establishing a not-to-exceed price, unless a previously agreed to surge option price has been established. The not-to-exceed price shall be the highest contract unit price for the added or accelerated items on the date of the notice. 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 nonmanufacturer). 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)  
Solicitation Number: SP0560-04-R-0012 Page 22 of 58  
Acceptance of Final Delivery  
Order by Gov't: 28 May 02

The Surge Option may be exercised any time up until 28 May 02. No delivery under the Surge Option is required after 28 May 04. Materials or supplies, up to the maximum surge period quantity cited in the attached Surge Spreadsheet, purchased by the Contractor in anticipation of **ADDENDUM TO FAR 52.212-4 (continued)**

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 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, in Joint Chiefs of Staff (JCS) and Commander-in-Chief (CINC) exercises approved in the DLA Joint Training Plan, or any other methodology that can validate the contractor's surge and sustainment capability. Within one week after conduct of the test, the Contractor shall submit to the contracting officer a validation results report that clearly describes performance under the test, identifies all deficiencies found, and provides a plan of action to remedy these deficiencies.

The surge requirements are as follows:

NSN	30	60	90	120	150	180	Total
5355-00-014-7846	6	0	0	0	0	0	6
5355-00-051-9146	0	1	6	6	6	6	25
5355-00-113-5686	6	0	0	0	0	0	6
5355-00-113-8559	2	0	0	0	0	0	2
5355-00-134-3539	1	1	1	1	1	1	6
5355-00-137-8233	0	1	283	283	283	283	1133
5355-00-145-2518	0	1	212	212	212	212	849
5355-00-156-6559	1	1	0	0	0	0	2
5355-00-160-5910	2	0	0	0	0	0	2
5355-00-165-7112	2	0	0	0	0	0	2
5355-00-165-7113	2	0	0	0	0	0	2
5355-00-173-6991	1	0	0	0	0	0	1
5355-00-176-6176	6	7	6	0	0	0	19
5355-00-177-5197	2	0	2	0	0	0	4
5355-00-177-5200	1	1	0	0	0	0	2
5355-00-177-5204	0	1	1	0	0	0	2
5355-00-217-6370	1	2	0	0	0	0	3
5355-00-323-1106	4	1	2	2	2	2	13
5355-00-333-2593	6	4	4	0	0	0	14
5355-00-399-7398	1	1	0	0	0	0	2
5355-00-415-9286	1	1	0	0	0	0	2
5355-00-421-1712	1	1	0	0	0	0	2
5355-00-484-0946	6	0	0	0	0	0	6
5355-00-486-8248	4	5	4	0	0	0	13
5355-00-493-1849	0	1	0	0	0	0	1
5355-00-501-3607	3	0	0	0	0	0	3
5355-00-519-3464	3	3	3	3	3	3	18
5355-00-538-7331	4	3	20	17	17	17	78
5355-00-550-4062	29	0	0	0	0	0	29

NSN	30	60	90	120	150	180	Total
5355-00-552-1810	1	0	0	0	0	0	1
5355-00-559-8943	3	1	0	0	0	0	4
5355-00-579-1210	6	1	0	0	0	0	7
5355-00-579-2896	16	0	0	0	0	0	16
5355-00-584-3955	0	1	35	35	35	35	141
5355-00-584-4247	0	0	1	0	0	0	1
5355-00-584-4402	11	10	9	0	0	0	30
5355-00-587-3012	7	6	6	0	0	0	19
5355-00-616-7669	7	7	5	0	0	0	19
5355-00-616-9659	2	2	2	0	0	0	6
5355-00-619-4668	6	0	2	0	0	0	8
5355-00-630-2379	4	0	0	0	0	0	4
5355-00-644-2139	2	0	0	0	0	0	2
5355-00-646-4704	2	0	0	0	0	0	2
5355-00-656-1307	1	0	0	0	0	0	1
5355-00-667-9155	3	3	24	21	21	21	93
5355-00-667-9373	1	0	0	0	0	0	1
5355-00-668-4482	0	0	10	10	10	10	40
5355-00-668-4895	3	2	2	0	0	0	7
5355-00-669-4857	1	0	0	0	0	0	1
5355-00-669-4866	1	1	1	1	1	1	6
5355-00-680-1357	2	0	1	0	0	0	3
5355-00-680-1601	2	0	0	0	0	0	2
5355-00-682-6753	2	1	1	0	0	0	4
5355-00-693-9740	0	1	10	10	10	10	41
5355-00-699-9883	0	0	1	1	1	1	4
5355-00-721-8376	5	0	0	0	0	0	5
5355-00-727-8497	3	3	2	0	0	0	8
5355-00-727-8500	1	1	2	0	0	0	4
5355-00-754-4118	4	0	0	0	0	0	4
5355-00-762-1489	74	26	25	1	1	1	128
5355-00-766-1911	2	1	2	0	0	0	5
5355-00-804-9455	0	1	16	16	16	16	65
5355-00-807-0040	4	4	2	0	0	0	10
5355-00-836-9268	5	0	0	0	0	0	5
5355-00-839-2138	3	3	3	0	0	0	9
5355-00-852-0527	1	1	0	0	0	0	2
5355-00-853-6353	1	0	3	0	0	0	4
5355-00-853-6384	1	0	3	0	0	0	4
5355-00-859-5159	0	1	21	21	21	21	85
5355-00-871-4717	9	0	0	0	0	0	9
5355-00-880-5269	8	7	19	13	13	13	73
5355-00-882-1246	1	1	1	1	1	1	6
5355-00-889-3424	1	2	2	0	0	0	5
5355-00-898-6791	1	0	0	0	0	0	1

NSN	30	60	90	120	150	180	Total
5355-00-899-9014	13	1	2	0	0	0	16
5355-00-913-7374	0	0	5	5	5	5	20
5355-00-917-7956	1	0	0	0	0	0	1
5355-00-925-8249	1	1	1	1	1	1	6
5355-00-926-5238	3	0	0	0	0	0	3
5355-00-926-5289	4	0	0	0	0	0	4
5355-00-930-0728	1	1	1	0	0	0	3
5355-00-930-0729	3	0	1	0	0	0	4
5355-00-937-0618	3	3	2	0	0	0	8
5355-00-937-8976	0	0	1	0	0	0	1
5355-00-937-9504	2	0	0	0	0	0	2
5355-00-937-9922	1	0	0	0	0	0	1
5355-00-945-6596	2	0	0	0	0	0	2
5355-00-951-5165	4	4	4	0	0	0	12
5355-00-958-9982	6	6	3	0	0	0	15
5355-00-958-9986	3	2	2	0	0	0	7
5355-00-965-4891	3	4	6	1	1	1	16
5355-00-973-1734	3	2	2	0	0	0	7
5355-00-973-3962	45	45	45	0	0	0	135
5355-00-985-6888	2	3	1	1	1	1	9
5355-00-989-4269	1	0	0	0	0	0	1
5355-00-990-1922	1	1	1	1	1	1	6
5355-00-994-3435	15	1	1	0	0	0	17
5355-00-995-1988	19	0	0	0	0	0	19
5355-00-999-2494	0	0	184	184	184	184	736
5355-01-007-8817	1	1	1	1	1	1	6
5355-01-008-4142	1	1	1	1	1	1	6
5355-01-009-1317	1	1	1	1	1	1	6
5355-01-038-2207	76	68	73	0	0	0	217
5355-01-039-2834	294	304	319	0	0	0	917
5355-01-042-4172	0	0	11	11	11	11	44
5355-01-042-7613	1	1	1	1	1	1	6
5355-01-045-0200	2	0	0	0	0	0	2
5355-01-045-9646	1	1	0	0	0	0	2
5355-01-047-6349	1	2	11	11	11	11	47
5355-01-047-9499	1	0	0	0	0	0	1
5355-01-052-5161	19	0	0	0	0	0	19
5355-01-052-9244	3	0	0	0	0	0	3
5355-01-053-8957	0	0	1	1	1	1	4
5355-01-055-8672	2	0	0	0	0	0	2
5355-01-067-7745	2	2	2	0	0	0	6
5355-01-069-4096	3	4	3	0	0	0	10
5355-01-070-0883	2	0	0	0	0	0	2
5355-01-073-9752	1	0	0	0	0	0	1
5355-01-073-9753	10	11	9	0	0	0	30

NSN	30	60	90	120	150	180	Total
5355-01-077-4668	0	1	0	0	0	0	1
5355-01-077-4671	3	2	1	0	0	0	6
5355-01-083-6241	1	0	0	0	0	0	1
5355-01-105-1203	0	1	9	9	9	9	37
5355-01-111-6571	12	0	0	0	0	0	12
5355-01-118-1217	1	0	0	0	0	0	1
5355-01-120-8493	2	2	1	0	0	0	5
5355-01-123-4659	4	4	3	0	0	0	11
5355-01-129-9877	1	1	1	0	0	0	3
5355-01-131-1899	368	387	411	0	0	0	1166
5355-01-131-1901	368	388	411	0	0	0	1167
5355-01-145-8967	1	1	1	0	0	0	3
5355-01-145-8970	2	2	3	0	0	0	7
5355-01-150-9800	63	62	62	0	0	0	187
5355-01-160-2146	1	0	0	0	0	0	1
5355-01-171-8488	0	2	0	0	0	0	2
5355-01-184-1680	1	0	0	0	0	0	1
5355-01-194-0458	0	1	31	31	31	31	125
5355-01-199-1387	1	1	1	0	0	0	3
5355-01-204-3180	12	0	0	0	0	0	12
5355-01-243-5162	1	0	0	0	0	0	1
5355-01-258-6245	10	10	8	0	0	0	28
5355-01-294-2874	8	6	7	0	0	0	21
5355-01-294-9879	1	1	1	1	1	1	6
5355-01-315-7946	290	306	321	0	0	0	917
5355-01-315-7947	83	88	92	0	0	0	263
5355-01-315-7948	20	14	14	0	0	0	48
5355-01-336-5785	3	3	3	3	3	3	18
5355-01-353-6934	53	53	53	53	53	53	318
5355-01-354-3219	104	74	79	0	0	0	257
5355-01-378-3348	24	22	24	0	0	0	70
5355-01-451-9354	2	2	2	2	2	2	12

(End of Clause)

**FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAR 2004)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is 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:

{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-Aside (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 (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 (MAR 2004) 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 (MAR 2004) 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**, Limitations 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 10U.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

**FAR 52.212-5 (continued)**

- (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).
- X (13) **52.222-3**, Convict Labor (JUNE 2003) (E.O. 11755).
- X (14) **52.222-19**, Child Labor - Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- X (15) **52.222-21**, Prohibition of Segregated Facilities (FEB 1999).
- X (16) **52.222-26**, Equal Opportunity (APR 2002) (E.O. 11246).
- X (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).
- X (18) **52.222-36**, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).
- X (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 (DEC 2003) (E.o.s., proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

*[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)).
- X (29) **52.232-33**, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (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)
- X (33)(i) **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).
- \_\_\_ (ii) Alternate I (APR 1984) of 52.247-64.

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

- \_\_\_ (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.).

(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 (JAN 2004)**

(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)

**DFARS 252.212-7001 (continued)**

- 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 (Jan 2004) (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--Free Trade Agreements--Balance of Payments Program (Jan 2004) (\_\_\_\_\_ Alternate I)(Jan 2004)(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))
- 252.226-7001** Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).
- 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 (Dec 2003)(10 U.S.C. 2227)
- 252.243-7002** Requests for Equitable Adjustment (Mar 1998)(10 U.S.C. 2410)
- 252.247-7023** Transportation of Supplies by Sea (May 2002) (\_\_\_ Alternate I) (Mar 2000) (\_\_\_ Alternate II) (Mar 2000) (\_\_\_\_\_ Alternate III) (May 2002) (10 U.S.C. 2631) .
- 252.247-7024** Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

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

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

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

Note: Complete PID (Procurement Item Description) information for the 645 NSN's listed below can also be found at <http://www.dscp.dla.mil/gi/general/scp.htm/>.

Under heading: SP0500-04-R-0062

<u>ITEM</u>	<u>NSN</u>	<u>ITEM NAME</u>	<u>ESTIMATED ANNUAL DEMAND</u>	<u>SOURCE INSPECTION REQUIRED</u>	<u>UNIT PRICE</u>	<u>DELIVERY DAYS ADO</u>
<b>LOT 1 : SOURCE INSPECTION APPLIES (ITEMS 0001-0354)</b>						
0001	535500048771	KNOB	75	X		
0002	5355000311526	KNOB	4	X		
0003	5355000457671	KNOB	8	X		
0004	5355000519146	KNOB	640	X		
0005	5355000596532	KNOB	70	X		
0006	5355000638889	KNOB	78	X		
0007	5355000654789	KNOB	30	X		
0008	5355000655084	KNOB	110	X		
0009	5355000684486	KNOB	260	X		
0010	5355000686173	KNOB ASSY	18	X		
0011	5355000788432	KNOB	18	X		
0012	5355000792241	KNOB	90	X		
0013	5355000878980	KNOB	650	X		
0014	5355001138559	KNOB	220	X		
0015	5355001176141	KNOB	150	X		
0016	5355001230192	KNOB	150	X		
0017	5355001273695	KNOB, CONTROL BAR	150	X		
0018	5355001516113	KNOB	65	X		
0019	5355001528353	KNOB	280	X		
0020	5355001553660	KNOB	6	X		
0021	5355001558031	KNOB	5	X		
0022	5355001625485	KNOB ASSY	30	X		
0023	5355001657113	KNOB	8	X		
0024	5355001736991	KNOB	70	X		
0025	5355001775144	KNOB	8	X		
0026	5355001799731	KNOB	10	X		
0027	5355001911029	KNOB	300	X		
0028	5355002197314	KNOB	3000	X		
0029	5355002197648	KNOB	50	X		
0030	5355002264244	KNOB	8	X		
0031	5355002707261	KNOB	30	X		
0032	5355002747847	KNOB	7	X		
0033	5355002925961	KNOB	18	X		
0034	5355003180504	KNOB	20	X		
0035	5355003332593	KNOB	180	X		
0036	5355003412477	KNOB	230	X		
0037	5355003572862	KNOB	640	X		
0038	5355003741703	KNOB	175	X		
0039	5355003794570	KNOB	90	X		
0040	5355003859186	KNOB	150	X		

<u>ITEM</u>	<u>NSN</u>	<u>ITEM NAME</u>	<u>ESTIMATED ANNUAL DEMAND</u>	<u>SOURCE INSPECTION REQUIRED</u>	<u>UNIT PRICE</u>	<u>DELIVERY DAYS ADO</u>
0041	5355003900497	KNOB	12	X		
0042	5355003957267	KNOB	80	X		
0043	5355004026330	KNOB	20	X		
0044	5355004055283	KNOB	36	X		
0045	5355004159286	KNOB	100	X		
0046	5355004194178	KNOB	10	X		
0047	5355004194732	KNOB	100	X		
0048	5355004482159	KNOB	90	X		
0049	5355004546021	KNOB	35	X		
0050	5355004640989	KNOB	9	X		
0051	5355004694984	KNOB	10	X		
0052	5355004729354	KNOB	25	X		
0053	5355004868248	KNOB-BALL	325	X		
0054	5355004924628	KNOB	110	X		
0055	5355005001503	KNOB	110	X		
0056	5355005012399	KNOB	110	X		
0057	5355005013504	KNOB	110	X		
0058	5355005082025	KNOB	130	X		
0059	5355005126008	KNOB	220	X		
0060	5355005191603	KNOB	8	X		
0061	5355005196683	KNOB	1200	X		
0062	5355005387331	KNOB	1400	X		
0063	5355005394414	KNOB	50	X		
0064	5355005442985	KNOB	220	X		
0065	5355005442987	KNOB	130	X		
0066	5355005484908	KNOB	1200	X		
0067	5355005504062	KNOB	4500	X		
0068	5355005521810	KNOB	160	X		
0069	5355005570383	KNOB	14	X		
0070	5355005598943	KNOB	2800	X		
0071	5355005654984	KNOB	310	X		
0072	5355005663857	KNOB	4400	X		
0073	5355005792896	KNOB	1100	X		
0074	5355005843955	KNOB	3300	X		
0075	5355005844247	KNOB	75	X		
0076	5355005844402	KNOB	310	X		
0077	5355005845884	KNOB	160	X		
0078	5355005873012	KNOB	620	X		
0079	5355006008809	KNOB	810	X		
0080	5355006144281	KNOB	390	X		
0081	5355006167669	KNOB	590	X		
0082	5355006193835	KNOB	60	X		
0083	5355006193837	KNOB	220	X		
0084	5355006194668	KNOB	810	X		
0085	5355006202738	KNOB	420	X		

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0086	5355006219786	KNOB	210	X		
0087	5355006283891	KNOB	125	X		
0088	5355006302379	KNOB	1100	X		
0089	5355006539871	KNOB	65	X		
0090	5355006561300	KNOB	90	X		
0091	5355006561301	KNOB	25	X		
0092	5355006561302	KNOB	200	X		
0093	5355006561307	KNOB	130	X		
0094	5355006565752	KNOB	70	X		
0095	5355006675522	KNOB	70	X		
0096	5355006675889	KNOB	25	X		
0097	5355006678000	KNOB	35	X		
0098	5355006685824	KNOB	140	X		
0099	5355006694857	KNOB	25	X		
0100	5355006694866	KNOB	200	X		
0101	5355006694867	KNOB	10	X		
0102	5355006718079	KNOB	210	X		
0103	5355006791202	KNOB	25	X		
0104	5355006801601	KNOB	7	X		
0105	5355006808492	KNOB	130	X		
0106	5355006808517	KNOB	35	X		
0107	5355006826753	KNOB	200	X		
0108	5355006939740	KNOB	1500	X		
0109	5355006996259	KNOB	110	X		
0110	5355006999883	KNOB	15	X		
0111	5355007020161	KNOB	80	X		
0112	5355007038344	KNOB	25	X		
0113	5355007038347	KNOB	55	X		
0114	5355007053961	KNOB	55	X		
0115	5355007069358	KNOB (ON-LIMIT CONTROL)	8	X		
0116	5355007166305	KNOB	60	X		
0117	5355007205718	KNOB	8	X		
0118	5355007218376	KNOB	100	X		
0119	5355007259909	KNOB	80	X		
0120	5355007271487	KNOB	25	X		
0121	5355007312737	KNOB	100	X		
0122	5355007320656	KNOB	210	X		
0123	5355007621493	KNOB	130	X		
0124	5355007666921	KNOB	35	X		
0125	5355007775195	KNOB, CLUTCHED, ASSEMBLY	85	X		
0126	5355007862317	KNOB	20	X		
0127	5355008097524	KNOB	50	X		
0128	5355008102484	KNOB	25	X		

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0129	5355008103161	KNOB	25	X		
0130	5355008234929	KNOB	210	X		
0131	5355008239809	KNOB	925	X		
0132	5355008239811	KNOB	300	X		
0133	5355008373482	KNOB	210	X		
0134	5355008382830	KNOB	180	X		
0135	5355008392138	KNOB	290	X		
0136	5355008450429	KNOB	290	X		
0137	5355008486873	KNOB	22	X		
0138	5355008507064	KNOB	19	X		
0139	5355008509273	KNOB	16	X		
0140	5355008595159	KNOB ASSEMBLY	4800	X		
0141	5355008744463	KNOB	200	X		
0142	5355008778515	KNOB	280	X		
0143	5355008784323	KNOB	150	X		
0144	5355008805269	KNOB	1400	X		
0145	5355008805351	KNOB	280	X		
0146	5355008805549	KNOB	50	X		
0147	5355008821246	KNOB	1100	X		
0148	5355008893424	KNOB	1200	X		
0149	5355008999014	KNOB	2300	X		
0150	5355009171012	KNOB	125	X		
0151	5355009177885	KNOB	25	X		
0152	5355009177956	KNOB	13	X		
0153	5355009213845	KNOB	25	X		
0154	5355009265238	KNOB	230	X		
0155	5355009265289	KNOB	500	X		
0156	5355009273400	KNOB	13	X		
0157	5355009300728	KNOB	100	X		
0158	5355009370618	KNOB	160	X		
0159	5355009454534	KNOB	190	X		
0160	5355009487113	KNOB	30	X		
0161	5355009548510	KNOB	30	X		
0162	5355009589982	KNOB	1900	X		
0163	5355009589986	KNOB	1100	X		
0164	5355009654891	KNOB	360	X		
0165	5355009894269	KNOB	180	X		
0166	5355009901922	KNOB	170	X		
0167	5355009939912	KNOB	28	X		
0168	5355009943435	KNOB	2000	X		
0169	5355009952022	KNOB	35	X		
0170	5355009953565	KNOB	11	X		
0171	5355009980678	KNOB	43	X		
0172	5355009992494	KNOB ASSEMBLY, FLAME VALVE	980	X		

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0173	5355009998460	KNOB	90	X		
0174	5355010036646	KNOB	30	X		
0175	5355010049581	KNOB	400	X		
0176	5355010078817	KNOB	80	X		
0177	5355010091317	KNOB	180	X		
0178	5355010125186	KNOB	18	X		
0179	5355010135920	KNOB	22	X		
0180	5355010150626	KNOB	19	X		
0181	5355010154362	KNOB	10	X		
0182	5355010159704	KNOB	75	X		
0183	5355010167892	KNOB	400	X		
0184	5355010167895	KNOB	55	X		
0185	5355010185348	KNOB	13	X		
0186	5355010266940	KNOB	300	X		
0187	5355010280849	KNOB	110	X		
0188	5355010318191	KNOB	11	X		
0189	5355010318197	KNOB	14	X		
0190	5355010352896	KNOB	110	X		
0191	5355010370835	KNOB	310	X		
0192	5355010382207	KNOB	5900	X		
0193	5355010382304	KNOB	14	X		
0194	5355010394896	KNOB	1800	X		
0195	5355010395968	KNOB	80	X		
0196	5355010412026	KNOB	200	X		
0197	5355010419729	KNOB	7	X		
0198	5355010424172	KNOB	200	X		
0199	5355010460732	KNOB	27	X		
0200	5355010471076	KNOB	20	X		
0201	5355010476349	KNOB	600	X		
0202	5355010479499	KNOB	180	X		
0203	5355010489750	KNOB	18	X		
0204	5355010490688	KNOB	70	X		
0205	5355010494142	KNOB	550	X		
0206	5355010502069	KNOB	40	X		
0207	5355010525161	KNOB	1400	X		
0208	5355010529245	KNOB	24	X		
0209	5355010538957	KNOB	39	X		
0210	5355010542616	KNOB	38	X		
0211	5355010556957	KNOB	45	X		
0212	5355010563266	KNOB	29	X		
0213	5355010570114	KNOB	70	X		
0214	5355010617482	KNOB	45	X		
0215	5355010623414	KNOB	22	X		
0216	5355010631412	KNOB	80	X		
0217	5355010631414	KNOB	330	X		

<u>ITEM</u>	<u>NSN</u>	<u>ITEM NAME</u>	<u>ESTIMATED ANNUAL DEMAND</u>	<u>SOURCE INSPECTION REQUIRED</u>	<u>UNIT PRICE</u>	<u>DELIVERY DAYS ADO</u>
0218	5355010652559	KNOB	25	X		
0219	5355010671867	KNOB	90	X		
0220	5355010703126	KNOB	570	X		
0221	5355010714644	KNOB	35	X		
0222	5355010738088	KNOB	11	X		
0223	5355010746043	KNOB	50	X		
0224	5355010748980	KNOB	50	X		
0225	5355010765014	KNOB	110	X		
0226	5355010774669	KNOB	160	X		
0227	5355010779800	KNOB	16	X		
0228	5355010803247	KNOB	75	X		
0229	5355010803248	KNOB	810	X		
0230	5355010826655	KNOB	40	X		
0231	5355010853326	KNOB	7	X		
0232	5355010978091	KNOB	40	X		
0233	5355010986768	KNOB	40	X		
0234	5355011041483	KNOB	27	X		
0235	5355011049003	KNOB,SEAT CRANK	80	X		
0236	5355011049004	KNOB	90	X		
0237	5355011051203	KNOB	90	X		
0238	5355011074178	KNOB	130	X		
0239	5355011085184	KNOB	210	X		
0240	5355011116571	KNOB	280	X		
0241	5355011138780	KNOB	400	X		
0242	5355011160882	KNOB	380	X		
0243	5355011181217	KNOB	290	X		
0244	5355011277665	KNOB	5	X		
0245	5355011278600	KNOB FOCUS	90	X		
0246	5355011311901	KNOB	420	X		
0247	5355011324457	KNOB	200	X		
0248	5355011325641	KNOB	200	X		
0249	5355011348776	KNOB	50	X		
0250	5355011354978	KNOB	35	X		
0251	5355011354979	KNOB	85	X		
0252	5355011376867	KNOB	8	X		
0253	5355011437492	KNOB	40	X		
0254	5355011471298	KNOB	300	X		
0255	5355011474943	KNOB	75	X		
0256	5355011478768	KNOB	12	X		
0257	5355011569476	KNOB	280	X		
0258	5355011602146	KNOB	400	X		
0259	5355011674699	KNOB	50	X		
0260	5355011761001	KNOB	30	X		
0261	5355011802364	KNOB	20	X		
0262	5355011806678	KNOB	75	X		

<u>ITEM</u>	<u>NSN</u>	<u>ITEM NAME</u>	<u>ESTIMATED ANNUAL DEMAND</u>	<u>SOURCE INSPECTION REQUIRED</u>	<u>UNIT PRICE</u>	<u>DELIVERY DAYS ADO</u>
0263	5355011839811	KNOB	8	X		
0264	5355011907635	KNOB	2100	X		
0265	5355011910559	KNOB,CONTROL	20	X		
0266	5355011940458	KNOB	80	X		
0267	5355011953637	KNOB	310	X		
0268	5355011953975	KNOB	160	X		
0269	5355011988587	KNOB	35	X		
0270	5355011991387	KNOB, FREQUENCY CONTROL	50	X		
0271	5355012043180	KNOB	320	X		
0272	5355012098092	KNOB	25	X		
0273	5355012098093	KNOB	130	X		
0274	5355012170810	KNOB	20	X		
0275	5355012183267	KNOB	30	X		
0276	5355012259959	KNOB	110	X		
0277	5355012298204	KNOB	8	X		
0278	5355012303222	KNOB	480	X		
0279	5355012359712	KNOB	25	X		
0280	5355012363119	KNOB	25	X		
0281	5355012429019	KNOB	120	X		
0282	5355012429020	KNOB	50	X		
0283	5355012435162	KNOB	310	X		
0284	5355012526505	KNOB	20	X		
0285	5355012537308	KNOB	15	X		
0286	5355012586245	KNOB	35	X		
0287	5355012586248	KNOB	20	X		
0288	5355012622200	KNOB	15	X		
0289	5355012652700	KNOB	80	X		
0290	5355012667146	KNOB	13	X		
0291	5355012686471	KNOB	90	X		
0292	5355012694007	KNOB	100	X		
0293	5355012902826	KNOB	8	X		
0294	5355012942874	KNOB	13	X		
0295	5355012949879	KNOB	75	X		
0296	5355012954199	KNOB	15	X		
0297	5355012954200	KNOB	9	X		
0298	5355013054381	KNOB	8	X		
0299	5355013096335	KNOB	22	X		
0300	5355013101339	KNOB	22	X		
0301	5355013101340	KNOB	86	X		
0302	5355013101927	KNOB	100	X		
0303	5355013132397	KNOB	10	X		
0304	5355013157946	KNOB	1300	X		
0305	5355013157947	KNOB	1000	X		
0306	5355013157948	KNOB	1100	X		

<u>ITEM</u>	<u>NSN</u>	<u>ITEM NAME</u>	<u>ESTIMATED ANNUAL DEMAND</u>	<u>SOURCE INSPECTION REQUIRED</u>	<u>UNIT PRICE</u>	<u>DELIVERY DAYS ADO</u>
0307	5355013182811	KNOB	80	X		
0308	5355013209000	KNOB, TRANSDUCER	7	X		
0309	5355013231178	KNOB	15	X		
0310	5355013231645	KNOB	33	X		
0311	5355013238051	KNOB	16	X		
0312	5355013270967	KNOB	4	X		
0313	5355013276199	KNOB	75	X		
0314	5355013365785	KNOB	140	X		
0315	5355013411947	KNOB	7	X		
0316	5355013444927	KNOB	65	X		
0317	5355013468131	KNOB	8	X		
0318	5355013488949	KNOB	7	X		
0319	5355013498430	KNOB	120	X		
0320	5355013498431	KNOB	35	X		
0321	5355013502030	KNOB	20	X		
0322	5355013512338	KNOB	5	X		
0323	5355013543219	KNOB	3400	X		
0324	5355013699547	KNOB	110	X		
0325	5355013719177	KNOB	60	X		
0326	5355013744536	KNOB	4	X		
0327	5355013780694	KNOB	130	X		
0328	5355013798434	KNOB	80	X		
0329	5355013936164	KNOB	7	X		
0330	5355013972854	KNOB	9	X		
0331	5355014173682	KNOB	170	X		
0332	5355014256170	KNOB (ALTERED ITEM)	17	X		
0333	5355014493261	KNOB	45	X		
0334	5355014528496	KNOB	25	X		
0335	5355014560701	KNOB (LEVER ASSY EXT)	8	X		
0336	5355014564392	KNOB	20	X		
0337	5355014585604	KNOB	5	X		
0338	5355007124339	SHAFT EXTENSION ASSEMBLY	40	X		
0339	5355011086248	EXTENSION SHAFT	5	X		
0340	5355001566559	SHAFT LOCK	350	X		
0341	5355006095599	SHAFT LOCK	300	X		
0342	5355000784566	DIAL,KNOB LOCK,ELECTRONICS	105	X		
0343	5355009731734	DIAL, KNOB-LOCK	810	X		
0344	5355009951988	DIAL-KNOB LOCK, ELECTRONIC COMPONENT	1300	X		
0345	5355011331638	KNOB,	50	X		
0346	5355014178813	DIAL-KNOB LOCK,ELECTRICAL	8	X		

<u>ITEM</u>	<u>NSN</u>	<u>ITEM NAME</u>	<u>ESTIMATED ANNUAL DEMAND</u>	<u>SOURCE INSPECTION REQUIRED</u>	<u>UNIT PRICE</u>	<u>DELIVERY DAYS ADO</u>
0347	5355001230190	CAP, KNOB ATTACHMENT	150	X		
0348	5355012228690	KNOB	15	X		
0349	5355003918420	KNOB ASSEMBLY	30	X		
0350	5355008986791	KNOB	130	X		
0351	5355010271565	KNOB ASSEMBLY CONTROL	990	X		
0352	5355011311899	KNOB, WINDAGE	600	X		
0353	5355012451262	KNOB ASSY	50	X		
0354	5355012557714	KNOB ASSEMBLY	190	X		
0355	5355003515271	SKIRT,KNOB	30	X		
	<b>END LOT 1</b>					
	<b>LOT 2 : Destination Inspection Applies (Items 0356-0550)</b>					
0356	5355011345860	KNOB	500			
0357	5355000083943	KNOB	110			
0358	5355000444190	KNOB	25			
0359	5355000577055	KNOB	22			
0360	5355000599188	KNOB	95			
0361	5355000663363	KNOB	70			
0362	5355000673659	KNOB	310			
0363	5355000673874	KNOB	80			
0364	5355000731862	KNOB	8			
0365	5355000732629	KNOB	210			
0366	5355001112685	KNOB	300			
0367	5355001343539	KNOB ASSEMBLY	13			
0368	5355001516054	KNOB	20			
0369	5355001605910	KNOB	40			
0370	5355001657112	KNOB	60			
0371	5355001722402	KNOB	40			
0372	5355001748674	KNOB	8			
0373	5355001775197	KNOB	14			
0374	5355001793495	KNOB	8			
0375	5355001917350	KNOB	120			
0376	5355002140890	KNOB	30			
0377	5355003246971	KNOB CONTROL	70			
0378	5355003920837	KNOB	40			
0379	5355003961097	KNOB	14			
0380	5355004249939	KNOB	30			
0381	5355004324836	KNOB	40			
0382	5355005130803	KNOB	30			
0383	5355005623113	KNOB	900			
0384	5355005663858	KNOB	860			
0385	5355005780791	KNOB ASSEMBLY	6100			

<u>ITEM</u>	<u>NSN</u>	<u>ITEM NAME</u>	<u>ESTIMATED ANNUAL DEMAND</u>	<u>SOURCE INSPECTION REQUIRED</u>	<u>UNIT PRICE</u>	<u>DELIVERY DAYS ADO</u>
0386	5355005791210	KNOB	3200			
0387	5355006108211	KNOB	420			
0388	5355006140400	KNOB	75			
0389	5355006158375	KNOB	230			
0390	5355006169659	KNOB	2100			
0391	5355006194669	KNOB	40			
0392	5355006306489	DIAL, CONTROL	35			
0393	5355006499275	KNOB,WINDAGE	190			
0394	5355006679155	KNOB	3300			
0395	5355006679178	KNOB	220			
0396	5355006679382	KNOB	38			
0397	5355006683937	KNOB	18			
0398	5355006684482	KNOB	810			
0399	5355006684895	KNOB	190			
0400	5355006686005	KNOB	5800			
0401	5355006801357	KNOB	1100			
0402	5355006856603	KNOB	25			
0403	5355006919133	KNOB	18			
0404	5355007070417	KNOB	14			
0405	5355007070504	KNOB	15			
0406	5355007116226	KNOB	210			
0407	5355007218924	KNOB	4			
0408	5355007261441	KNOB	25			
0409	5355007321461	KNOB	610			
0410	5355007401620	KNOB	90			
0411	5355007584910	KNOB	4			
0412	5355007621489	KNOB	6000			
0413	5355007621815	KNOB	110			
0414	5355007661911	KNOB	55			
0415	5355007856810	KNOB	20			
0416	5355008049455	KNOB	1200			
0417	5355008068131	KNOB	50			
0418	5355008157241	KNOB	120			
0419	5355008298819	KNOB	30			
0420	5355008339185	KNOB	33			
0421	5355008356401	KNOB	20			
0422	5355008369268	KNOB	210			
0423	5355008536353	KNOB	1100			
0424	5355008536384	KNOB	3800			
0425	5355008805548	KNOB	35			
0426	5355008936092	KNOB	16			
0427	5355008936421	KNOB	18			
0428	5355008989908	KNOB	13			
0429	5355009014468	KNOB	27			
0430	5355009053516	KNOB	200			

<u>ITEM</u>	<u>NSN</u>	<u>ITEM NAME</u>	<u>ESTIMATED ANNUAL DEMAND</u>	<u>SOURCE INSPECTION REQUIRED</u>	<u>UNIT PRICE</u>	<u>DELIVERY DAYS ADO</u>
0431	5355009315383	KNOB	94			
0432	5355009357765	KNOB	175			
0433	5355009370434	KNOB	200			
0434	5355009515165	KNOB	420			
0435	5355009838409	KNOB	420			
0436	5355009856888	KNOB	200			
0437	5355009995336	KNOB	180			
0438	5355010049583	KNOB	300			
0439	5355010049585	KNOB	50			
0440	5355010084142	KNOB	190			
0441	5355010105383	KNOB	22			
0442	5355010116559	KNOB	500			
0443	5355010116560	KNOB	80			
0444	5355010145179	KNOB	9			
0445	5355010154363	KNOB	15			
0446	5355010339002	KNOB	25			
0447	5355010401846	KNOB	100			
0448	5355010427613	KNOB	26			
0449	5355010470490	KNOB	20			
0450	5355010614490	KNOB	68			
0451	5355010694096	KNOB	100			
0452	5355010700883	KNOB	200			
0453	5355010727432	KNOB	40			
0454	5355010739752	KNOB	200			
0455	5355010744732	KNOB	25			
0456	5355010745966	KNOB	61			
0457	5355010757851	KNOB	40			
0458	5355010774668	KNOB	80			
0459	5355010774671	KNOB	90			
0460	5355010787660	KNOB	17			
0461	5355010795204	KNOB	14			
0462	5355010812931	KNOB	13			
0463	5355010822139	KNOB ASSEMBLY	9			
0464	5355010833975	KNOB	40			
0465	5355010833976	KNOB	55			
0466	5355010836241	KNOB	5			
0467	5355011009683	KNOB	40			
0468	5355011010064	KNOB	5			
0469	5355011058732	KNOB	50			
0470	5355011065298	KNOB	16			
0471	5355011196437	KNOB	300			
0472	5355011208493	KNOB	50			
0473	5355011299876	KNOB	160			
0474	5355011299877	KNOB	50			
0475	5355011333958	KNOB	35			

<u>ITEM</u>	<u>NSN</u>	<u>ITEM NAME</u>	<u>ESTIMATED ANNUAL DEMAND</u>	<u>SOURCE INSPECTION REQUIRED</u>	<u>UNIT PRICE</u>	<u>DELIVERY DAYS ADO</u>
0476	5355011404550	KNOB	45			
0477	5355011471645	KNOB	300			
0478	5355011475387	KNOB	110			
0479	5355011478091	KNOB	140			
0480	5355011506246	KNOB	35			
0481	5355011509800	KNOB	35			
0482	5355011509801	KNOB	8			
0483	5355011554429	KNOB	75			
0484	5355011704971	KNOB	175			
0485	5355011731388	KNOB	160			
0486	5355011733705	KNOB	55			
0487	5355011785460	KNOB	13			
0488	5355011799116	KNOB	35			
0489	5355011808758	KNOB	90			
0490	5355011816415	KNOB	280			
0491	5355011838387	KNOB	90			
0492	5355011841680	KNOB	460			
0493	5355011863303	KNOB	750			
0494	5355011973589	KNOB	14			
0495	5355012019047	KNOB	80			
0496	5355012070376	KNOB	100			
0497	5355012126180	KNOB	7			
0498	5355012202486	KNOB	11			
0499	5355012220866	KNOB	6			
0500	5355012225982	KNOB	9			
0501	5355012283492	KNOB	5			
0502	5355012339808	KNOB	90			
0503	5355012420033	KNOB	330			
0504	5355012473593	KNOB	3200			
0505	5355012519755	KNOB (HANDLE, CHARGING)	280			
0506	5355012526504	KNOB	2500			
0507	5355012549766	KNOB	16			
0508	5355012558876	KNOB	190			
0509	5355012643796	KNOB	8			
0510	5355012728565	KNOB	4			
0511	5355012758339	KNOB	3			
0512	5355012760628	KNOB	20			
0513	5355012836566	KNOB	30			
0514	5355012845275	KNOB	30			
0515	5355012946442	KNOB	9			
0516	5355012969684	KNOB	35			
0517	5355013009294	KNOB	80			
0518	5355013029639	KNOB	7			
0519	5355013076084	KNOB	4			

<u>ITEM</u>	<u>NSN</u>	<u>ITEM NAME</u>	<u>ESTIMATED ANNUAL DEMAND</u>	<u>SOURCE INSPECTION REQUIRED</u>	<u>UNIT PRICE</u>	<u>DELIVERY DAYS ADO</u>	
0520	5355013184731	KNOB	30				
0521	5355013190019	KNOB	11				
0522	5355013444623	KNOB	80				
0523	5355013492458	KNOB	23				
0524	5355013513674	KNOB	1000				
0525	5355013518499	KNOB	250				
0526	5355013654439	KNOB	13				
0527	5355013751953	KNOB	150				
0528	5355013782300	KNOB	15				
0529	5355013825286	KNOB	175				
0530	5355013828387	KNOB	80				
0531	5355013874945	KNOB	900				
0532	5355013908148	KNOB	17				
0533	5355013974178	KNOB	6				
0534	5355013974184	KNOB	30				
0535	5355013977766	KNOB	35				
0536	5355014178830	KNOB	100				
0537	5355014179225	KNOB	50				
0538	5355014201286	KNOB	15				
0539	5355014263088	KNOB	27				
0540	5355014470078	KNOB	850				
0541	5355014524315	KNOB	15				
0542	5355014679589	KNOB	20				
0543	5355014773549	KNOB	50				
0544	5355006801869	DIAL KNOB LOCK, ELECTRONIC COMPONENT	25				
0545	5355009250026	DIAL KNOB LOCK, ELECTRONIC COMPONENT	21				
0546	5355004916875	KNOB	70				
0547	5355011211771	KNOB	35				
0548	5355010408806	KNOB	20				
0549	5355010751967	KNOB, SEQUENCER	150				
0550	5355012033436	KNOB,BODY	280				
	<b>END LOT 2</b>						
	<b>ITEMS 0551 THRU 0645 ARE PRICED ON A LINE BY LINE BASIS</b>						
0551	5355000919131	DIAL, SCALE	34	X			
0552	5355001135648	DIAL SCALE	30	X			
0553	5355001683211	DIAL SCALE	20				
0554	5355001726334	DIAL, SCALE	20	X			
0555	5355002297303	DIAL, SCALE	20	X			
0556	5355002835125	DIAL, SCALE	20				

<u>ITEM</u>	<u>NSN</u>	<u>ITEM NAME</u>	<u>ESTIMATED ANNUAL DEMAND</u>	<u>SOURCE INSPECTION REQUIRED</u>	<u>UNIT PRICE</u>	<u>DELIVERY DAYS ADO</u>
0557	5355003468162	DIAL SCALE	18			
0558	5355003468165	DIAL SCALE	9			
0559	5355003776335	DIAL,SCALE	75	X		
0560	5355004047397	DIAL, SCALE	18	X		
0561	5355004769959	DIAL, SCALE	15	X		
0562	5355004916876	DIAL,SCALE	8	X		
0563	5355005013607	DIAL, SCALE	380	X		
0564	5355005171492	DIAL, SCALE	180	X		
0565	5355007092671	DIAL,SCALE	7	X		
0566	5355007243165	DIAL,SCALE	8	X		
0567	5355007652223	DIAL, SCALE	75	X		
0568	5355007750262	SCALE, VERNIER	15	X		
0569	5355007775157	DIAL, SCALE	22			
0570	5355008583223	DIAL, SCALE	190	X		
0571	5355009165906	DIAL,SCALE	50	X		
0572	5355009549931	DIAL, SCALE	80	X		
0573	5355010135183	VERNIER, ANTENNA	35	X		
0574	5355010763235	DIAL,SCALE	30	X		
0575	5355010926549	DIAL, SCALE	55			
0576	5355011026510	DIAL,SCALE	55	X		
0577	5355011311904	DIAL, SCALE	175	X		
0578	5355011340788	DIAL, SCALE	80	X		
0579	5355011441704	DIAL,SCALE	5			
0580	5355013699842	DIAL,SCALE	90	X		
0581	5355014168359	DIAL,SCALE	170	X		
0582	5355014168360	DIAL,SCALE	170	X		
0583	5355014168364	DIAL,SCALE	170	X		
0584	5355014968007	DIAL, SCALE	50	X		
0585	5355014968016	DIAL, SCALE	50	X		
0586	5355014968023	DIAL, SCALE	50	X		
0587	5355001160637	DIAL, CONTROL	18	X		
0588	5355004419011	DIAL CONTROL	75	X		
0589	5355004559519	DIAL, CONTROL	60	X		
0590	5355004768279	DIAL,CONTROL	30	X		
0591	5355005095404	DIAL, CONTROL	23	X		
0592	5355010558671	DIAL,CONTROL	40	X		
0593	5355011197841	DIAL ASSEMBLY,SCALE	25	X		
0594	5355013570150	DIAL,CONTROL	130			
0595	5355000840271	POINTER,DIAL	28	X		
0596	5355001683219	POINTER,DIAL	40	X		
0597	5355001766176	POINTER, DIAL	75	X		
0598	5355003231106	POINTER,DIAL	370	X		
0599	5355005049926	MICROMETER	48	X		
0600	5355005139982	DIAL, POINTER	130			

<u>ITEM</u>	<u>NSN</u>	<u>ITEM NAME</u>	<u>ESTIMATED ANNUAL DEMAND</u>	<u>SOURCE INSPECTION REQUIRED</u>	<u>UNIT PRICE</u>	<u>DELIVERY DAYS ADO</u>
0601	5355005202288	POINTER, DIAL	20	X		
0602	5355005844133	POINTER, DIAL	70			
0603	5355006179793	DIAL, POINTER	75			
0604	5355007544118	POINTER, DIAL	390	X		
0605	5355007767331	POINTER DIAL	180			
0606	5355008468978	POINTER,DIAL	25	X		
0607	5355010058817	POINTER ASSEMBLY	12	X		
0608	5355010439666	DIAL ,CONTROL	45			
0609	5355010439667	POINTER,DIAL	27			
0610	5355010499238	POINTER,DIAL	17	X		
0611	5355010558672	POINTER,DIAL	110			
0612	5355010570467	POINTER,DIAL	35			
0613	5355012227975	POINTER,DIAL	270	X		
0614	5355013598502	POINTER,DIAL	40	X		
0615	5355013619130	POINTER,DIAL	15			
0616	5355013839999	POINTER, DIAL	6			
0617	5355014330398	POINTER, DIAL	15	X		
0618	5355000311465	WINDOW,DIAL	7			
0619	5355000580337	WINDOW,DIAL	240			
0620	5355000678888	WINDOW, DIAL	18			
0621	5355004215319	WINDOW, DIAL	150			
0622	5355004614955	WINDOW,DIAL	25	X		
0623	5355004697063	WINDOW, DIAL	25	X		
0624	5355006592244	WINDOW, DIAL	50	X		
0625	5355006677882	WINDOW,DIAL	120			
0626	5355006684405	WINDOW,DIAL	150			
0627	5355006780708	WINDOW DIAL	10	X		
0628	5355007218312	WINDOW DIAL	13	X		
0629	5355007218313	WINDOW DIAL	14			
0630	5355008357634	WINDOW, DIAL	35			
0631	5355008935887	WINDOW, DIAL	37	X		
0632	5355009020532	WINDOW, DIAL	8	X		
0633	5355009733962	WINDOW, DIAL	2000	X		
0634	5355010414848	WINDOW DIAL	90			
0635	5355012290755	WINDOW,DIAL	20			
0636	5355013686811	CURSOR,INDICATOR	7	X		
0637	5355014184018	STOP, DIAL	80			
0638	5355002428023	DIAL ASSY	7	X		
0639	5355004622522	DIAL, ADJUSTING	85			
0640	5355009749660	MICROMETER,TUNING PROBE	20	X		
0641	5355010491885	COVER, DIAL	22	X		
0642	5355010921185	COMPASS ROSE	5	X		
0643	5355011163766	POINTER VALVE BRASS	11	X		
0644	5355012502349	SHIELD,DEMIST	7000	X		

<u>ITEM</u>	<u>NSN</u>	<u>ITEM NAME</u>	<u>ESTIMATED ANNUAL DEMAND</u>	<u>SOURCE INSPECTION REQUIRED</u>	<u>UNIT PRICE</u>	<u>DELIVERY DAYS ADO</u>
0645	5355014519539	SCREW,ASSEMBLY	15	X		

The following table text is provided to supplement the PID Data and is available on the web at: <http://www.dscp.dla.mil/gi/general/scp.htm/> ---Under heading: SP0500-04-R-0062

<u>Table Number</u>	<u>Table Text</u>
IA646	THIS NSN IS PROCURED AS FULLY COMPETITIVE IN ACCORDANCE WITH A MILITARY/FEDERAL SPECIFICATION/STANDARD. SEE FAR 52.212-1 – INSTRUCTIONS TO OFFERORS-, COMMERCIAL ITEMS PARAGRAPH (i), CLAUSE 52.210-2 FOR ORDERING SUCH DATA.
IA237	HEAT AND ULTRASONIC INSERTING TECHNIQUE MAY BE USED BY MANUFACTURER IN LIEU OF MOLDED-IN TECHNIQUES CITED IN NASM3926, PARA 3.4.2.
IPE03	CRITICAL ITEM - SOURCE INSPECTION REQUIRED.
IPE04	SOURCE INSPECTION REQUIRED.
IS001	MIL-STD-130K 15 JAN 00
IS041	THIS ITEM DOES NOT REQUIRE THE USE OF CLASS I OZONE DEPLETING SUBSTANCES PER DLA MEETING,3-4 AUG 93,SUBJECT: DLA TECHNICAL/STANDARDIZATION MEETING ON AUTHORITY TO IMPROVE CUSTOMER SUPPORT.
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 AND FOLLOW THE PROMPTS. FOR ADDITIONAL INFORMATION CONCERNING TECHNICAL DATA, PLEASE CALL 215-737-7154/7140.

**FAR 52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (JAN 2004)**

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

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

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

(c) *Period for Acceptance of Offers.*

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

(d) *Product Samples.*

When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple Offers.*

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

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

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

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

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

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

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

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

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

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

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

**FAR 52.212-1 (continued)**

(g) *Contract Award* (not applicable to Invitation for Bids).

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple Awards.*

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

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

(1)(i) The 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 all offers exceeding \$25,000 and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4"

**FAR 52.212-1 (continued)**

followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of

the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing.* If a postaward debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer;
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror;
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror;
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

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

See Standard Form 1449 (Continuation Sheet), on page 5, 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 120 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 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**

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](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)**

**INSTRUCTIONS FOR PREPARING PROPOSALS****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	75
II	Business	2	N/A

*Note: The offeror shall also provide the SF 1449 through Item Description (pages 01-53), (Technical (01-34) and Business (35-53)) and FAR 52.212-3 (Representations and Certifications (pages 70-77)) 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 factor(s) identified in addendum to 52.212-2 "EVALUATION – COMMERCIAL ITEMS" may be given a rating of "poor" or "no record" given on the applicable factor or subfactor.*** Statements made by the offeror that merely paraphrase sections of solicitation or 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.

(3) You are required to prepare and submit your proposal aligned with the technical evaluation Factor(s) specified in addendum 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

**ADDENDUM TO FAR 52.212-1 (continued)**

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 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 5355-Knob, Dial, & Pointer Items 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.

**ADDENDUM TO FAR 52.212-1 (continued)**

- (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, State, and Local government agencies as well as 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 AS TECHNICALLY UNACCEPTABLE. FURTHER, OFFERORS ARE REMINDED OF THE PENALTIES FOR MAKING FALSE STATEMENTS PRESCRIBED BY 18 U.S.C. 1001.**

### **FACTOR I – PAST PERFORMANCE:**

Sub-factor A. Delivery

Sub-factor B. Business Relations/Customer Satisfaction

Sub-factor C. Quality

**Sub-factor A. 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 were 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, any circumstances which the Offeror deems to be mitigating circumstances or excusable causes of delay in performance, and any corrective*

**ADDENDUM TO FAR 52.212-1 (continued)**



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

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

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

(End of Provision)

**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.

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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:

<http://saso.dscp.dla.mil/ipu/acquisition/pe/edi/nfpops.htm>

(End of Provision)

**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 and bids (offers) submitted on any other basis will be rejected as nonresponsive.

(End of Provision)

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

(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;

**ADDENDUM TO FAR 52.212-1 (continued)**

(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 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.

(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.

(End of Provision)

#### **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 (i.e., non-price) factor, listed in descending order of importance, shall be used to evaluate offers:

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Factor I: Past Performance

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

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**The Sub-factors listed above are in descending order of importance.**

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Technical factors are:

- Significantly more important than cost or price
- Essentially equal to cost or price
- Significantly less important than cost or price

(b) *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.

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

**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 factor(s) 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 factor(s) in Clause 52.212-2, "EVALUATION-COMMERCIAL ITEMS".**

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

Offerors are required to submit technical proposals as described in the ADDENDUM TO FAR 52.212-1 entitled "**SPECIAL INSTRUCTIONS FOR THE SUBMISSION OF SOURCE SELECTION PROPOSAL INFORMATION**" of this solicitation. Each technical proposal will be evaluated against the Technical Factor(s) 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 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.

**ADDENDUM TO FAR 52.212-2**

**EVALUATION OF TECHNICAL FACTOR(S)**

For the purposes of this solicitation, *TECHNICAL FACTOR(S) will be considered significantly more important than cost or price.*

**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. Examples of such sources are the DoD Past Performance Automated Information System (PPAIS), Dunn & Bradstreet (D & B), Federal agencies other than DSCP, state and local government agencies, contracting officer experience on this contract and other contracts, including contracts for the same or similar item(s), and any other independent sources having relevant information.

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 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.

If an offeror does not have a relevant past performance history, or has no performance history, and its key personnel have no past performance or relevant past performance, the offeror will not be evaluated favorably or unfavorably on past performance.

**ADDENDUM TO FAR 52.212-2**

**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 Stock Delivery*) as the contract contemplated by this acquisition awarded by a government agency other than DSCP, or by a commercial customer.

**PAST PERFORMANCE SUB-FACTORS:**

Past Performance will be evaluated based on the following considerations:  
(Sub-factors are listed in descending order of importance).

Sub-factor A. Delivery

Sub-factor B. Business Relations/Customer Satisfaction

Sub-factor C. Quality

**Sub-factor A.** 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 Delivery.

**Sub-factor B.** 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.

**Sub-factor C.** The Government will evaluate the offeror's Quality. Accordingly, we will evaluate the offeror's ability to provide a quality product in conformance with the requirements of the solicitation without deviation or product quality deficiencies.

**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 DSCP Clause I042, Option to Extend the Term of the Contract – Notice of EPA Provision, or DSCP Clause I134, Option to Extend the Term of Requirements Contract – Notice of EPA Provision (Alternate), whichever is included elsewhere in this solicitation.

**ADDENDUM TO FAR 52.212-2**

**DSCP 52.217-9I18 EVALUATION OF SURGE/SUSTAINMENT (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 which arise during contract performance. Surge/Sustainment Plans submitted will be evaluated in accordance with FAR 52.212-1 of this solicitation.

**ADDITIONAL SOURCES OF PAST PERFORMANCE INFORMATION (JAN 2004)**

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. Examples of such sources are the DoD Past Performance Automated Information System (PPAIS), Dunn & Bradstreet, federal agencies other than DSCP, state and local government agencies, contracting officer experience on this contract and other contract, including contracts for the same or similar item(s), and any other independent sources having relevant information.

**FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS –  
COMMERCIAL ITEMS (JAN 2004)**

(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).

(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.

(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.]

(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

**FAR 52.212-3 (continued)**

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.

(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 7020 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.

**FAR 52.212-3 (continued)**

(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.

**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.]*

**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)
_____	_____
_____	_____
_____	_____
_____	_____

(End of Clause)

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

(a) 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 and extent of work to be done in each plant listed. With respect to each plant shown, the information furnished must be sufficient to identify the name and address of the owner and operator, if other than offeror.

ITEM NO.

PLANT NAME AND ADDRESS

(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 F.O.B. Origin - Shipment on Government Bill of Lading.

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

ITEM NO.

SHIPPING POINT

**52.215-9I03 (continued)**

## PRIVATE RAIL SIDING

Yes (State name of carrier) \_\_\_\_\_

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

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

(1) 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.

(2) 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 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 their shipping point(s) the port(s) of loading in Alaska or Hawaii, respectively. This rule applies equally to shipments to be made from Alaska to Hawaii and vice versa. (see FAR Clause 52.247-29 entitled "F.O.B. 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 F.O.B. Origin provisions of this contract. Offers submitted on any other basis will be rejected as nonresponsive.

(5) Offeror is cautioned to indicate the F.O.B. Origin point on which the offer is based.

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

(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 offeror 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.

(End of Provision)

**DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

(End of Clause)

**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.

(End of Clause)

*[Other Required Certifications]*

(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.

(End of Clause)