



**DEFENSE LOGISTICS AGENCY
DEFENSE SUPPLY CENTER PHILADELPHIA
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5096**

ATTENTION OFFERORS

Note that this solicitation contains the following clauses:

DFARS 252.225-7014, "Preference for Domestic Specialty Metals" and its Alternate I (both are included in DFARS 252.212-7001)

DFARS 252.225-7006, "Buy American Act - Trade Agreements - Balance of Payments Program Certificate" (included in the Addendum to FAR 52.212-3)

DFARS 252.225-7007, "Buy American Act - Trade Agreements - Balance of Payments Program" (included in DFARS 252.212-7001)

Any specialty metals incorporated into articles delivered under the contract(s) resulting from this solicitation must be melted in the United States, its possessions, Puerto Rico, or qualifying countries (these countries are listed at DFARS 225.872-1).

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Note: All references to DISC should be read as DSCP

1. Block 8

Offer Due Date/Local Time: **4:00 PM 14 December 2001**

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: **SP0540-01-R-0042**

Opening/Closing Date and Time: 4:00 PM Local Time, 17 December 2001

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL IATEMS– SF 1449(CONT.)

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: **SP0540-01-R-0042** Opening/Closing Date and Time 4:00 PM Local Time, 17 December 2001. [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.

Facsimile offers (if authorized; see “Addendum” to 52.212-1 (b)) or offer 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.)

CAUTION NOTICE

Solicitation SP0540-01-R-0042 seeks to place as many 5330 and 5331 approved source items as possible under a long-term Stock contract. The solicitation's core list contains 69 NSNs, for these classes which represents an Annual **Estimated** Dollar Value of \$712,303.63, and will be individually priced. All items will be awarded based on Best Value government source selection procedures. Offerors are required to submit proposals to The Defense Supply Center Philadelphia who reserves the right to award solicitation SP0540-01-R-0042 to one or multiple contractors.

After award, the Defense Supply Center Philadelphia anticipates expanding and managing each award via the ADDITION AND DELETION OF ITEMS – JAN 2001 (See Page 10) *If the Government makes multiple awards under this solicitation, additional item(s) will be awarded on a post-award basis via supplemental agreement to the Contractor(s) whose price and delivery is most advantageous to the Government on an item-by-item basis as follows: Item description(s) will be provided to ALL successful awardees for their review and timely submission of price and delivery information. The Contractor **MUST** provide complete information should the Government elect to place these items on contract without negotiation.* A list of potential NSNs to be added can be found at <http://www.dscp.dla.mil/gi/general/scp.htm>. However, if an awardee is **unable to supply the additional item(s)** to the Government, then the item description(s) will be provided to all other awardees for their review and timely submission of price and delivery information. Additional items(s) will then be awarded on a post award basis via Supplemental Agreement to the Contractor(s) whose price and delivery is most advantageous to the Government on an **item by item basis**. (Note: The Government reserves the right to add items not found in this listing, but which fall within the scope of the contract.). Each contract awarded will be for a 2 year base period and contain provisions for three 1 year options.

The annual estimated quantity provided is DSCP's best "good faith" estimate of each item's annual requirements. In determining price, potential contractors should take into account any business risk associated with these estimates. The contract will provide the contractor with a 150 Day delivery schedule. The contracts that result from this solicitation will be Indefinite Quantity Contracts (IQC) and will provide a 10% guaranteed minimum of the estimated annual dollar value.

Each offeror's pricing proposal will be evaluated for price realism and reasonableness. The Government may request offerors to provide pricing information, such as copies of commercial catalogs or substantiation of established market prices, only to the extent necessary to determine price reasonableness.

Note: Although an offeror must comply with the minimum requirements of the solicitation in order for its offer to be acceptable, an offeror may offer the Government terms and/or conditions that exceed those cited in this solicitation. Under "Best Value" source selection procedures, the Government will take into consideration such better terms and conditions when selecting a contractor, and will then perform a technical and price tradeoff evaluation to determine which offer represents the "best value" to the Government. For this solicitation, technical merit and price are considered equal.

An offeror's acceptance of the option provision is mandatory (see pages 12, 13 and 14 of the solicitation). Failure to accept the provision will result in an offer being eliminated from further consideration.

A SPREADSHEET, ATTACHMENT 1 A, IS INCLUDED FOR PRICING OF EACH NSN.

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS– COMMERCIAL ITEMS (MAY 2001)*(a) Inspection/Acceptance.*

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment.

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

(c) Changes.

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

(d) Disputes.

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

(e) Definitions.

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable Delays.

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

(g) Invoice.

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

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

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

(h) Patent Indemnity.

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

FAR 52.212-4*(i) Payment.*

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

(j) Risk of Loss.

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

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

(k) Taxes.

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

(l) Termination for the Government's Convenience.

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

(m) Termination for Cause.

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

(n) Title.

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

(o) Warranty.

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

(p) Limitation of Liability.

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

(q) Other Compliances.

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

(r) Compliance with Laws Unique to Government Contracts.

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

FAR 52.212-4*(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 noncompliance 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.

ADDENDUM TO FAR 52.212-4**FAR 52.211-16 Variation in Quantity (Apr 1984) F001**

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

b) The permissible variation shall be limited to: **Increase 00% Decrease 05%**
(End of Clause)

FAR 52.216-18 - Ordering (Oct 1995) I128

(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 award date through two calendar years. 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.

(b) 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) I152

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.

(a) 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."

(b) 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.

(c) 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 10 days after the contract expiration date.
(End of Clause)

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 the 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. This 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.

ADDENDUM TO FAR 52.212-4**TREATMENT OF NON-MANUFACTURED WOOD PALLETS AND CONTAINERS (OCT 2001)**

All wooden pallets and wood containers (being utilized in the packaging and shipment of items being furnished to the Government) produced entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-Manufactured Wood Packing Policy and Non-Manufactured Wood Packing Enforcement Regulations both dated May 30, 2001. All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of "NC", 1.25 inches or greater in height, accompanied by the CAGE code of the contracted manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on opposite sides and ends of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible.

DSCP 52.211-9I17 TIME OF DELIVERY (JUN 1980) F026

Material ordered under the terms of this contract shall be delivered within 150 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). (stock)

ADDITION AND DELETION OF ITEMS – (JAN 2001)*Additions by the Government*

The scope of this contract includes FSC 5330/5331 item(s). 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. Items may be added during the base or option periods of this contract.

The following paragraph applies if checked:

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

[] *This contract provides for additional items to be added on a post-award basis to the contract that includes the Lot(s) whose criteria the items satisfy. However, if an awardee for a particular lot is unable to supply the additional item(s) to the Government, then the item description(s) will be provided to all other awardees for their review and timely submission of price and delivery information. Additional item(s) will then be awarded on a post award basis item(s) to the Government, then the item description(s) will be provided to all other awardees for their review and timely submission of price and delivery information. Additional item(s) will then be awarded on a post-award basis via supplemental agreement to the Contractor(s) whose price and delivery is most advantageous to the Government on an item by item basis. The Contractor MUST provide complete information should the Government elect to place these items on contract without negotiation.*

Additions by the Contractor

During any period of this contract, the Contractor may propose changes to any item covered by this contract, or may propose a substitute item for an item specified by the contract. If an added item is coded a Safety Critical Item (SCI), or is a Critical Application Item (CAI), the Contractor must furnish an item which is in strict accordance with the technical requirements specified in the Contract Technical Data File (CTDF), as designated by the specific National Stock Number (NSN). Any changes to such an item may be made only with the prior approval of the Military Service having technical cognizance of the item (the Engineering Support Activity (ESA)). In this case, the Contractor shall comply with the procedure for submission of a complete Technical Data Package (TDP).

ADDENDUM TO FAR 52.212-4**Administration of Additions Under this Clause**

Additions of item(s) 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. **Within ten (10) days after the Contractor's receipt of the Contracting Officer's request that an item or items be added to the contract, the Contractor must respond. After execution of the Supplemental Agreement, the Contractor will be given a delivery schedule in accordance with the terms of the original contract unless negotiated otherwise for the newly added item(s).**

Deletions by the Government

The Government reserves the right to delete any item(s) from the contract. These items may be deleted due to changing demand patterns, obsolescence, product substitution or because they no longer have application.

Deletions by the Contractor

The contractor shall notify the Government of any items it has determined to be obsolete or superseded and which therefore should be deleted from the contract. This notice shall advise how the superseding item meets the form, fit and function requirements of the superseded item. If the obsolete item has no replacement, the notice shall include information concerning the availability of alternate sources or substitute item(s).

Administration of Deletions Under this Clause

As soon as practicable after receipt of a deletion notice from the Contractor, the Contracting Officer will, if accepting the contractor's recommendation, modify the contract accordingly. In the case of Government requested deletions, the Contractor shall be given a sixty (60) day advance notice of any deletions. Deletions shall be effected by Supplemental Agreement. Within ten (10) days after receipt of the Supplemental Agreement, the Contractor shall notify the Contracting Officer whether the deletion is at no cost to the Government or if termination costs will be involved. If termination costs will be involved, the Contractor shall submit its claim within forty-five (45) days after receipt of the Supplemental Agreement.

(End of Clause)

DSCP 52.216-9I25 ECONOMIC PRICE ADJUSTMENT -INDUSTRIAL COMMODITIES (MAY 1996)I145

(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 (2) years with three (3) 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 6 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: 1081-05

Commodity: Gaskets, Rings, O-Rings, etc.

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).

ADDENDUM TO FAR 52.212-4

(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 (2) 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:

ADDENDUM TO FAR 52.212-4

(1) Shall set forth the unit price(s) as adjusted in accordance with this clause to establish the Contract Price(s) for the ensuing Contract Calendar Year; and (2) Shall adjust the unit prices for supplies covered by Delivery Orders which were issued during the preceding Contract Calendar Year, but are undelivered on the first day of the second or other succeeding Contract Calendar Year; and (3) Shall adjust the unit prices for supplies covered by Delivery Orders issued between the first day of the second or other succeeding Contract Calendar Year and the date of issuance of the Modification unless already adjusted under (e) (1) above; and, (4) Shall set forth an aggregate monetary adjustment, by way of increase or decrease, to cover the net adjustment due either to the Contractor or to the Government for all supplies covered by Delivery Orders under which delivery was completed during the preceding Contract Calendar Year. If the adjustment results in an increase in the price(s), the monies shall be obligated at the time of the mailing of the finalized Modification to the Contractor, and the Contractor shall submit the invoice therefore, with specific reference to the Modification by which the adjustment has been implemented. If the adjustment results in a decrease in the price(s), the Contractor shall submit its check or its credit memorandum in the amount of the decrease within thirty (30) days of the date of the Modification. Failure by the Contractor to remit payment, or to furnish a credit memorandum within the thirty (30) day period, will result in Initiation by the Contracting Officer of debt collection procedures, including administrative offset against monies owed by DSCP to the Contractor under this contract or any other contract(s).

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

(1) Any upward economic price adjustment shall not exceed 10 %. Accordingly, at the end of each Contract Calendar Year when prices hereunder are adjusted to establish the contract price(s) for the ensuing Contract Calendar year such adjustment shall not exceed 10 %. Further, the aggregate monetary increase 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.

DISC 52.216-9I29 DELIVERY ORDER LIMITATIONS - INDEFINITE QUANTITY CONTRACT (STOCK) (MAY 1997) F051

(a) Definitions.

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

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

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

(4) The "**Annual Estimated Value of the Contract**" is the sum of the annual estimated amounts of the items awarded. If the contract base period is in excess of one year, the "**Estimated Value of the Contract**" will be the annual estimated value of the contract multiplied by the number of years in the base period.

(5) The term, "**Base Contract Period,**" defines a period of performance consisting of one or more contract years. For this contract, the **base contract period** is 2 contract year(s), commencing on the contract date and extending through the 24 calendar month thereafter.

(6) The term, "**Guaranteed Minimum,**" is that minimum quantity, or that minimum dollar value, which the Government will guarantee the Contractor for the effective period of the contract. This is not to be confused with the Minimum Order Limitation set forth in Paragraph (b) below. The **guaranteed minimum** is set forth in Paragraph (e) below.

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(b) **Minimum Order.** As applicable, the minimum quantity, or the minimum dollar value, for any individual delivery order issued under this contract is provided in 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% annual estimated quantity.*

(2) Any order for a combination of items in excess of (not applicable).

(3) A series of orders from the same ordering office within a period of 90 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 5 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 therefor. Whereupon, the Government may either (i) reissue the order within the maximum order limitations, or (ii) order the supplies from another source. **This notice does not apply to the guaranteed minimum set forth in Paragraph (e) below, which requires the Contractor to deliver any quantity within the guaranteed minimum so long as it is in excess of the minimum order limitation of Paragraph (b).**

(e) Guaranteed Minimum.

(1) Scope of Guaranteed Minimum

a. For a contract with a base period of one year, if the minimum guarantee is stated in terms of quantity, the guaranteed minimum will be a percentage of the annual estimated quantity of the item.

b. For a contract with a base period of one year, if the minimum guarantee is stated in terms of a dollar value, the guarantee will be determined at the time of award and will be a percentage of the aggregate of the annual estimated amounts of the items awarded.

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

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

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

A quantity of each item which represents _____ percent of the annual estimated quantity of the item awarded.

(Base period of one year).

Supplies which have a dollar value of at least ____ percent of the annual estimated value reflected on Page 1 of the contract/award. (Base period of two years).

A quantity of each item which represents __ percent of the annual estimated quantity of the item awarded multiplied by 2 (Base period of two or more years).

Supplies which have a dollar value of at least 10% percent of the annual estimated value multiplied by 2 (Base period of two or more years).

(2) **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 do not apply until after the guaranteed minimum.

(3) If 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).

(4) The aggregate of the delivery orders issued during the base contract period will 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(s) for all items is \$5,000,000.

(End of Clause)

ADDENDUM TO FAR 52.212-4**52.217-9105 OPTION TO EXTEND THE TERM OF THE CONTRACT – NOTICE OF EPA PROVISION (ALTERNATE) (JUL 1992) ADDENDUM I DSCP (OCT 1994) I134****(a) OPTION PROVISION**

At the option of the Government, this contract may be extended for up to, but not exceeding, 3 years beyond the base contract year. The total duration of the contract, including the base contract year, shall not exceed 5 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.

(1) 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, *Economic Price Adjustment Industrial Commodities DVD (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.

TERMS AND CONDITIONS

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.

(1) 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.

EVALUATION OF OFFERS

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

- (i) Offerors are not permitted to offer prices for the "Option" year(s) which differ from those of the base contract year
- (ii) This Solicitation and Offer includes a provision for Economic Price Adjustment. Therefore, offerors must submit prices which do not include contingencies for increases in costs.
- (iii) The provision of this Solicitation and Offer pertaining to the Economic Price Adjustment applies to the base contract year and to all "Option" years.

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

====> * [] OFFEROR HAS READ AND UNDERSTANDS THE FOREGOING OPTION PROVISION, AND ASSENTS TO ITS INCLUSION IN ANY CONTRACT RESULTING FROM THIS SOLICITATION AND OFFER. FAILURE TO INDICATE ASSENT TO THE CLAUSE ABOVE, OR ELSEWHERE IN THIS SOLICITATION AND OFFER, WILL RESULT IN REJECTION OF THE OFFER AS NONRESPONSIVE, AND MAY PRECLUDE CONSIDERATION OF THE OFFER IF THIS IS A NEGOTIATED SOLICITATION AND THE CONTRACTING OFFICER ELECTS TO MAKE AWARD WITHOUT DISCUSSIONS.

ADDENDUM I DISC (OCT 1994)

[X] (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.]

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[X](1) For purposes of this contract there will be more than a one year base contract period; the base contract period will be 2 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 2 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 2 year base contract period, except that the Government's Guaranteed Minimum shall be calculated as follows:

(i) **Guaranteed Minimum Expressed in Dollars.**

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

(ii) **Guaranteed Minimum Expressed in Quantity.**

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

(End of Clause)

1196 DSCP 52.217-9I16 SURGE OPTION REQUIREMENT (OCT 2001)

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

(a) **Definition.**

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

(b) **Surge Option.**

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

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

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

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

The contracting officer may exercise this Surge Option at any time prior to acceptance by the Government of the final scheduled delivery under the contract. At his or her discretion, the contracting officer may provide preliminary notification of the exercise of this Surge Option verbally or by written or electronic means, which shall state the quantities

to be added or accelerated under the terms of the clause. The preliminary notice will be followed by a Contract Modification incorporating the previously given notice, and establishing a not-to-exceed price, unless a previously agreed to surge option price has been established. The not-to-exceed price shall be the highest contract unit price for the added or accelerated items on the date of the notice.

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

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

Example

<i>Final Day of Contract:</i>	<i>31 Dec 01</i>
<i>Final Delivery Order Issued Under Contract:</i>	<i>30 Dec 01 (Due Date - 31 May 02)</i>
<i>Acceptance of Final Delivery Order by Gov't:</i>	<i>28 May 02</i>

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

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

(d) Surge Testing.

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

(End of Clause)

Item Information		Surge and Sustainment Requirements						
NSN	ItemName	30	60	90	120	150	180	ReqTotal
5330003768656	GASKET	0	0	187	187	187	187	748
5330003768657	GASKET	0	0	18	18	18	18	72
5330003899339	GASKET	0	0	151	151	151	151	604
5330010497385	GASKET	0	0	12	12	12	12	48
5330002748846	SEAL,BOOT ANGULAR	3	9	16	25	29	19	101
5330002813399	SEAL,NONMETALLIC SP	3	7	13	20	23	16	82
5330003520519	SEAL,PLAIN	2	4	7	12	14	9	48
5330004201452	GASKET	120	292	501	778	913	610	3214
5330004522779	SEAL SPECIAL	6	14	24	37	44	29	154
5330008157127	GASKET	0	1	2	3	4	3	13
5331008819973	O-RING	320	780	1339	2080	2439	1632	8590
5330013487057	SEAL,NONMETALLIC SP	6	14	24	38	45	30	157
5330011623840	SEAL,RUBBER SPECIAL	1	2	3	5	6	4	21
5330011952336	RING,WIPER	2	5	9	13	16	10	55
5330012468767	SEAL,NONMETALLIC SP	1	3	6	9	11	7	37
5331013613229	O-RING	2	4	8	12	14	9	49

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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://procregs.hq.dla.mil> and DISC clauses – <http://www.dscpl.dla.mil/contract/discmast.htm>)

<u>CLAUSE NUMBER</u>	<u>TITLE/DATE</u>
FAR 52.246-2	Inspection of Supplies - Fixed Price (Aug 1996) (I) (Only applies if the government invokes its right to source inspection.)
FAR 52.203-3	Gratuities (Apr 1984)
FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
FAR 52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
FAR 52.211-5	New Material (Aug 2000) (applies to offers providing other than new material)
FAR 52.211-17	Delivery of Excess Quantities (Sep 1989)
FAR 52.214-34	Submission of Offers in the English Language (Apr 1991)
FAR 52.214-35	Submission of Offers in U.S. Currency (Apr 1991)
FAR 52.219-16	Liquidated Damages-Subcontracting Plan (Jan 1999)
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 (Apr 1996)
FAR 52.242-13	Bankruptcy (Jul 1995)
FAR 52.247-34	F.O.B. Destination (Nov 1991)
FAR 52.247-48*	F.O.B. Destination– Evidence of Shipment (Feb 1999)(applies to source inspected orders only)
DFARS 252.204-7003	Control of Government Personnel WorkProduct (Apr 1992)
DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (Mar 1998)
DFARS 252.246-7000	Material Inspection and Receiving Report (Dec 1991)(Source Inspected Orders Only)
DISC 52.232-9I10	Submission of Invoices by Electronic Methods (Sep 1999)
DISC 52.247-9I03	Consignment and Addressing Instructions (JUL 1998)
DISC 52.211-9I09	Delivery Time- Additional Provisions (Sep 1990)
DLAD 52.211-9004	Priority Rating for Various Long-Term Contracts (MAR 2000)
DLAD 52.212-9000	Changes – Military Readiness (MAR 2001)
DISC 52.216-9I21	Ordering - Special Provision (Oct 1986)
DSCP 52.246-9I04	Destination Inspection And Acceptance (Jan 1989) (II)
DSCP 52.209-9I14	Nonissuance Of Delivery Orders Under Indefinite Delivery Type Contracts When Contractor Is Either Suspended Or Debarred (Sep 1992) (III)
DFARS 252.204-7004	Required Central Contractor Registration (MAR 2000)
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (DEC 1991)
DLAD 52.233-9000	Agency Protests (SEP 1999)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDER – COMMERCIAL ITEMS (MAY 2001)

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

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

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

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

(2) **52.219-3**, Notice of Total HUBZone Small Business Set-Aside.

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

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

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5) **52.219-8**, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns

(15 U.S.C. 637 (d)(2) and (3)). (use when not set-aside)

(6) **52.219-9**, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)). *[Add Alternate I when using Sealed Bidding procedures. Add Alternate II when subcontracting plans are required at time of initial proposal; generally, this Alternate should be included.](use when not set-aside)*

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

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

(ii) Alternate I of 52.219-23

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

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

[Paragraphs (8) through (10) are not applicable at this time to DoD contracts.]

(11) **52.222-21** Prohibition of Segregated Facilities.

(12) **52.222-26**, Equal Opportunity (E.O. 11246).

(13) **52.222-35**, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(14) **52.222-36**, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(15) **52.222-37**, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(16) **52.222-19**, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126)

(17)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C))

[Paragraphs (17) - (19) are not applicable to DoD contracts and have been deleted.]

(20) **52.225-13**, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

[Paragraphs (21) and (22) are not applicable to DoD contracts and have been deleted.]

FAR 52.212-5 (CONT)

(23) **52.232-33**, Payment by Electronic Funds Transfer – Central Contractor Registration (31 U.S.C. 3332).

(24) **52.232-34**, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (31 U.S.C. 3332.)

(25) **52.232-36**, Payment by Third Party (31 U.S.C. 3332.)

(26) **52.239-1**, Privacy or Security Safeguards (5 U.S.C. 552a)

(27) **52.247-64**, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241).

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

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

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

(2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (and 41 U.S.C. 35129 U.S.C. 206, et seq.).

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

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

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

(d) *Comptroller General Examination of Record.*

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

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

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

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

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

(1) **52.222-26**, Equal Opportunity (E.O. 11246);

(2) **52.222-35**, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) **52.247-64**, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) **52.222-41**, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq).

DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITION OF COMMERCIAL ITEMS (DEC 2000)

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 (10 U.S.C. 2416).
 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
 252.219-7003 Small, Small Disadvantaged Business, and Women-Owned Small Business Subcontracting Plan (DoD Contracts)(15 U.S.C. 637).
 252.225-7001 Buy American Act and Balance of Payment Program 41 U.S.C. 10a-10d, E.O. 10582)
 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
 252.225-7012 Preference for Certain Domestic Commodities.
 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C.2241 note).
 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)
 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C.2779) *
 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
 252.225-7029 Preference for U.S. or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3))
 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (____Alternate I) (41.U.S.C. 10a-10d and 19 U.S.C. 3301 note).
 252.227-7015 Technical Data -- Commercial Items (10 U.S.C. 2320).
 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C.2321).
 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)
 252.247-7023 Transportation of Supplies by Sea (____ Alternate I) (____ Alternate II) (10 U.S.C. 2631).
 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

*Foreign Military Sales (FMS) Solicitations, Negotiated Contracts, and Purchase Orders awarded on behalf of the Governments of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Phillipines, Saudi Arabia, Turkey, Thailand, or Venezuela unless an agent's fee or commission has been identified and payment there of approved in writing by such Government.

(b) 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 (10U.S.C. 2241 note).
252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).
252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

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ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST	QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0001	5330-00-270-8123 SEAL, NONMETALLIC SPECIAL SHAPED SECTION MCDONNELL DOUGLAS CORP (76301) SAINT LOUIS MO P/N 68A328038-2003 ACCEPTABLE SOURCE PATRIOT MACHINE INC (065R8) SAINT CHARLES MO		23	EA		
0002	5330-01-125-0641 RING, WIPER MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N 74B410058-103 ACCEPTABLE SOURCE C E CONOVER AND CO DIV OF CONOVER IND (07060) FAIRFIELD NJ		175	EA		
0003	5330-01-055-6945 SEAL, NONMETALLIC SP MCDONNELL DOUGLAS (76301) ST. LOUIS, MO P/N 32D390067-6 ACCEPTABLE SOURCE FRAZIER AVIATION INC (23162) NORTH HOLLYWOOD, CA I/A/W QAP00452 REV C I/A/W 14153 QAP EQ001 REV B		28	EA		
0004	5330-01-040-6751 SEAL NONMETALLIC MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO ACCEPTABLE SOURCE P/N 68A325595-2003 INSPIRNETICS (2X974) RANCHO CUCAMONGA CA		219	EA		
0005	5331-00-297-6884 PACKING, PREFORMED DOUGLAS AIRCRAFT CO (88277) LONG BEACH CA P/N 2268539-504 ACCEPTABLE SOURCE CAL-STATE SEAL & FLUID COMPONENTS DIV (55886) GARDEN GROVE CA 15 YEAR SHELF LIFE I/A/W 14153 QAP EQ001 REV B		189	EA		

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ITEM NO.	NSN/PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0006	5330-01-246-8766 SEAL NONMET ALLIC SPECIAL SHAPED SECTION MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N 68A413400-2028 ACCEPTABLE SOURCE KIRK HILL RUBBER (75345) BREA CA I/A/W 14153 QAP EQ001 REV B	105		EA	
0007	5330-01-382-7061 GASKET MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N K7M31-28 ACCEPTABLE SOURCE JAMES WALKER MFG CO (79159) GLENWOOD IL I/A/W 14153 QAP EQ001 REV B	642		EA	
0008	5330-01-261-6720 PACKING, PREFORMED MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N 7M7537-1 ACCEPTABLE SOURCE AUTO VALVE INC (91511) DAYTON OH I/A/W 14153 QAP EQ001 REV B MARK IAW PRESERVATION SPECIFICATION	75		EA	
0009	5330-00-288-4526 GASKET, FUEL SYSTEM SOURCE CONTROL DATA MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N 68B580050-103 APPROVED SOURCE AMERICAN UNITED SEAL INC (95272) STILLMAN SEAL DIV CARLSBAD CA I/A/W 14153 QAP EQ001 REV B	1334		EA	

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ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0010	5330-00-448-2329 GASKET MCDONNELL DOUGLAS CORP (76301) SAINT LOUIS MO P/N 68B580050-107 APPROVED SOURCE AMERICAN UNITED SEAL INC (95272) STILLMAN SEAL DIV CARLSBAD CA I/A/W 14153 QAP EQOO1 REV B	342		EA	
0011	5330-01-162-3840 SEAL, RUBBER SPECIAL MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N 74A330671-2005 ACCEPTABLE SOURCE NORTHROP CORP ACFT DIV (76283) HAWTHORNE CA I/A/W 14153 EQOO1 REV B I/A/W 14153 QAP EQOO2	60		EA	
0012	5330-01-146-8333 SEAL, OUTBOARD, UPPER MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N 74A190619-2007 ACCEPTABLE SOURCE CHEM-FAB CORP (3H339) HOT SPRINGS AR	18		EA	
0013	5330-01-146-8334 SEAL, OUTBOARD, UPPER MCDONNELL DOUGLAS CORP MCDONNELL DOUGLAS AEROSPACE (76301) ST LOUIS MO P/N 74A190619-2008 ACCEPTABLE SOURCE CHEM-FAB CORPORATION (3H339) HOT SPRINGS AR	7		EA	

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ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0014	5330-01-247-1817 SEAL, ASSEMBLY MCDONNELL DOUGLAS CORP (76301) SAINT LOUIS MO P/N 68A112311-1003 ACCEPTABLE SOURCE CHEM FAB CORP (3H339) HOT SPRINGS NATIONAL PARK AR	65	EA		
0015	5330-01-137-2803 SEAL, NONMETALLIC SPECIAL SHAPED SECTION MCDONNELL DOUGLAS AEROSPACE (76301) SAINT LOUIS MO P/N 68B250050-251 ACCEPTABLE SOURCE BURKE INDUSTRIES INC SFS DIV (50744) SANTA FE SPRINGS CA	15	EA		
0016	5330-01-253-4793 SEAL, PLAIN MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N 68B250050-285 ACCEPTABLE SOURCE BURKE INDUSTRIES INC SFS DIV (50744) SANTA FE SPRINGS CA IDENTIFY TO	62	EA		
0017	5330-01-255-0873 SEAL, STRUCTURAL, ACFT. MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N 68B250050-256 ACCEPTABLE SOURCE BURKE INDUSTRIES INC SFS DIV (50744) SANTA FE SPRINGS CA IDENTIFY TO:	25	EA		
0018	5330-01-255-0876 SEAL, STRUCTURAL, ACF MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N 68B250050-267 ACCEPTABLE SOURCE BURKE INDUSTRIES INC SFS DIV (50744) SANTA FE SPRINGS CA IDENTIFY TO	46	EA		

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ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0019	5330-01-255-0881 SEAL, STRUCTURAL, AIRCRAFT MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N 68B250050-255 ACCEPTABLE SOURCE BURKE INDUSTRIES INC SFS DIV (50744) SANTA FE SPRINGS CA IDENTIFY TO	22	EA		
0020	5330-01-294-2641 SEAL, PLAIN MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N 68B250050-273 ACCEPTABLE SOURCE FOR ABOVE P/N BURKE INDUSTRIES INC SFS DIV (50744) SANTA FE SPRINGS CA IDENTIFY TO	14	EA		
0021	5330-01-384-5633 SEAL, NONMETALLIC SPECIAL SHAPED SECTION MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N 68B250050-277 ACCEPTABLE SOURCE BURKE INDUSTRIES INC SFS DIV (50744) SANTA FE SPRINGS CA IDENTIFY TO	21	EA		
0022	5330-01-384-5751 SEAL, NONMETALLIC SPECIAL SHAPED SECTION MCDONNELL DOUGLAS CORP (76301) SAINT LOUIS MO P/N 68B250050-282 ACCEPTABLE SOURCE BURKE INDUSTRIES INC SFS DIV (50744) SANTA FE SPRINGS CA I/A/W 14153 QAP EQOO1 REV B	17	EA		

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ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT EST PRICE AMOUNT
0023	5330-01-384-6059 SEAL, NONMETALLIC SPECIAL SHAPED SECTION MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N 68B250050-275 ACCEPTABLE SOURCE BURKE INDUSTRIES INC SFS DIV (50744) SANTA FE SPRINGS CA IDENTIFY TO	14	EA	
0024	5330-01-049-0039 PACKING ASSEMBLY MCDONNELL AIRCRAFT CO (76301) ST LOUIS MO P/N ST7M254-430-2 ACCEPTABLE SOURCE GREENE TWEED AND CO INC (5F573) P/N 7430MS160-T I/A/W 14153 QAP EQ002	128	EA	
0025	5331-01-056-8717 O-RING MCDONNELL DOUGLAS CORP (76301) ST LOUIS, MO P/N 7M754-448-1 ACCEPTABLE SOURCE FOR THE ABOVE P/N GREENE TWEED (5F573)	125	EA	
0026	5330-00-486-4122 PACKING, PREFORMED SOURCE CONTROL DATA MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N 68B458010-203 APPROVED SOURCE BUSAK AND SHAMBAN INC (09257) FORT WAYNE IN I/A/W 14153 QAP EQ001 REV B	510	EA	
0027	5330-00-486-4142 SEAL SOURCE CONTROL DATA MCDONNELL DOUGLAS CORP (76301) ST/LOUIS MO P/N 68B458009-203 APPROVED SOURCE W S SHAMBAN AND CO (09257) FT WAYNE, IN I/A/W 14153 QAP EQ001 REV B I/A/W 14153 QAP EQ002	476	EA	

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ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U/I	UNIT PRICE	EST AMOUNT
0028	5330-00-352-0519 SEAL, FLEXIBLE CONNECTOR MCDONNELL DOUGLAS (76301) ST LOUIS MO P/N ST7M328-325 ACCEPTABLE SOURCE FOR THE ABOVE P/N AVICA INC (14711)SAN FERNANDO CA I/A/W 14153 QAP EQ001 REV B	175	EA		
0029	5330-00-352-0520 SEAL MCDONNELL DOUGLAS CORP MCDONNELL ACFT CO (76301) ST LOUIS MO P/N ST7M328-400 ACCEPTABLE SOURCE AVICA CO (14711) SAN FERNANDO CA I/A/W 14153 QAP EQ001 REV B	148	EA		
0030	5330-01-071-3359 SEAL, SPECIAL MCDONNELL DOUGLAS CORP (76301) ST LOUIS, MO P/N ST7M328-250 ACCEPTABLE SOURCE AVICA INC (14711) SAN FERNANDO, CA I/A/W 14153 QAP EQ001 REV B I/A/W 14153 QAP EQ002	1660	EA		
0031	5331-01-358-0602 O-RING MCDONNELL DOUGLAS AEROSPACE (76301) SAINT LOUIS MO P/N ST7M258H400 ACCEPTABLE SOURCE AVICA INC (14711) SIMI VALLEY, CA I/A/W 14153 QAP EQ001 REV B I/A/W 14153 QAP EQ002 INTERMEDIATE CONTAINER QUANTITY & MARKING	979	EA		
0032	5331-01-361-3229 PACKING, PREFORMED /O-RING/ SOURCE CONTROL DRAWING MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N ST7M258H275 APPROVED SOURCE AVICA INC (14711)SAN FERNANDO CA I/A/W 14153 QAP EQ001 REV B	130	EA		

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ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0033	5331-01-368-1686 O-RING SOURCE CONTROL ITEM MCDONNALD DOUGLAS CORP, (76301) ST LOUIS, MO. P/N ST7M258H250 APPROVED SOURCE AVICA INC (14711) SAN FERNANDO, CA I/A/W 14153 QAP EQ001 REV B	1398	EA		
0034	5331-01-380-0706 SEAL, FLEXIBLE CONNECTOR MCDONNELL DOUGLAS AEROSPACE (76301) SAINT LOUIS MO P/N ST7M258H325 ACCEPTABLE SOURCE AVICA INC (14711) SAN FERNANDO CA	203	EA		
0035	5331-01-395-4646 SEAL, FLEXIBLE CONNECTOR MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N ST7M258H550 ACCEPTABLE SOURCE FOR THE ABOVE PART NUMBER: AVICA INC (14711) SIMI VALLEY CA I/A/W 14153 QAP EQ001 REV B I/A/W 14153 QAP EQ002	329	EA		
0036	5330-00-413-4734 PACKING WITH RETAINER MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N 7M128-015-4E ACCEPTABLE SOURCE PARKER-HANNIFIN SEAL GROUP OSEAL DIV (83259) SAN YSIDRO CA I/A/W 14153 QAP EQ001 REV B	60536	EA		
0037	5330-00-498-7205 SEAL ASSEMBLY MCDONNELL DOUGLAS CORP & 76301) ST LOUIS MO P/N 32-58070-131 ACCEPTABLE SOURCE PARKER-HANNIFIN SEAL GROUP OSEAL DIV (83259) CULVER CITY CA I/A/W 14153 QAP EQ001 REV B I/A/W 14153 QAP EQ002	31	EA		

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ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0038	5330-00-262-4010 SEAL ASSEMBLY MCDONNELL DOUGLAS AEROSPACE (76301) SAINT LOUIS MO P/N 68A318049-2021 ACCEPTABLESOURCE BURKE INDUSTRIES INC HASKON DIV (11960) TAUNTON MA	72	EA		
0039	5330-00-262-4011 SEAL ASSEMBLY MCDONNELL DOUGLAS CORP (76301) SAINT LOUIS MO P/N 68A318049-2022 APPROVED SOURCE BURKE INDUSTRIES INC (11960) HASKON DIVISION TAUNTON MA I/A/W 14153 QAP EQ001 REV B	88	EA		
0040	5330-00-274-8846 SEAL, BOOT ANGULAR SOURCE CONTROL DATA MCDONNELL DOUGLAS (76301) ST. LOUIS, MO. P/N ST9M456-1 APPROVED SOURCE BURKE IND HASKON DIV. (11960) TAUNTON, MA. I/A/W 14153 QAP EQ001 REV B I/A/W 14153 QAP EQ002	105	EA		
0041	5330-00-921-8286 SEAL, SPECIAL SHAPED SECTION MCDONNELL DOUGLAS CORP (76301) SAINT LOUIS MO P/N 11M647 LENGTH TO BE 5 FEET PER SECTION ACCEPTABLE SOURCE BURKE INDUSTRIES INC (11960) HASKON DIVISION TAUNTON MA	3835	FT		

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ITEM	NSN / PN METHOD	ANN EST QUANTITY	U/I	UNIT PRICE	TOTAL AMOUNT
0042	5330-01-035-3081 SEAL, NONMETALLIC SPECIAL SHAPED SECTION SOURCE CONTROL DATA MCDONNELL DOUGLAS AEROSPACE (76301) SAINT LOUIS MO P/N 68A323178-1001 APPROVED SOURCE BURKE INDUSTRIES INC HASKON DIV (11960)TAUNTON MA I/A/W 14153 QAP EQ001REV B	137	EA		
0043	5330-00-420-1452 GASKET MC DONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N 75B550053-213 PER OEM DWG...MAKE PART TO P/N 106D061 REV A, MATERIAL: MIL-R-6855, CL 1, GR 40. ACCEPTABLE SOURCE DERLAN INC ENERGY CONTAINER CORP (0FPN0) SANTA ANA CA S.A.S. INDUSTRIES, INC. (4L975) MANORVILLE, NY. I/A/W 14153 QAP EQ001 REV B	1451		EA	
0044	5330-01-285-1685 SEAL, NONMETALLIC SP MCDONNELL DOUGLAS CORP (88277) LONG BEACH CA P/N 5816275-29 ACCEPTABLE SOURCES FOR THE ABOVE PART NUMBER: KITCO INC (34087) SPRINGVILLE UT DERCO AEROSPACE INC (8X044) MILWAUKEE WI	18		EA	
0045	5331-00-881-8619 PACKING, PREFORMED /ORING/ SOURCE CONTROL DATA MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N 7M59-012 APPROVED SOURCES W. S. SHAMBAN AND CO (97820) CULVER CITY CA TETRAFLUOR INC (07128) ENGLEWOOD CA I/A/W 14153 QAP EQ001 REV B INTERMEDIATE CONTAINER QUANTITY IAW MIL-P-4861	5007		EA	

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ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U/I	UNIT PRICE	EST AMOUNT
0046	5330-00-486-4163 PACKING, PREFORMED MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N 68B458009-205 ACCEPTABLE SOURCES NATIONAL WATERLIFT CO (93835) KALAMAZOO MI W.S. SHAMBAN (09257) FT. WAYNE IN I/A/W 14153 QAP EQ001 REV B	269	EA		
0047	5330-00-512-7643 GASKET MCDONNELL DOUGLAS CORP (76301) SAINT LOUIS MO P/N 68B550625-2001 ACCEPTABLE SOURCES FOR THE ABOVE P/N PARKER-HANNIFIN CORP (83259) SAN YSIDRO CA. MCDONNELL DOUGLAS (88314) TULSA OK I/A/W 14153 QAP EQ001 REV B I/A/W 14153 QAP EQ002	111	EA		
0048	5330-00-498-7202 SEAL MCDONNELL DOUGLAS CORP (76301) ST. LOUIS, MO P/N 32-58070-127 ACCEPTABLE SOURCES SARGENT INDUSTRIES STILLMAN SEAL DIV (95272) CARLSBAD CA PARKER-HANNIFIN CORP OSEAL DIV (83259) CULVER CITY CA. I/A/W 14153 QAP EQ001 REV B	217	EA		
0049	5330-00-815-7122 GASKET MCDONNELL DOUGLAS CORP (76301) SAINT LOUIS MO P/N 32-58070-19 ACCEPTABLE SOURCE PARKER HANNIFIN CORP (83259) SAN YSIDRO CA AMERICAN UNITED SEAL INC STILLMAN SEAL DIV (95272) CARLSBAD CA I/A/W 14153 QAP EQ001 REV B	630	EA		

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ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0050	5330-00-815-7127 GASKET MCDONNELL DOUGLAS CORP (76301) ST. LOUIS, MO P/N 32-58070-15 ACCEPTABLE SOURCE PARKER-HANNIFAN CORP (83259) SEAL GROUP, OSEAL DIV CULVER CITY CA AMERICAN UNITED SEAL INC (95272) STILLMAN SEAL DIV CARLSBAD CA I/A/W 14153 QAP EQ001 REV B	139	EA		
0051	5330-00-819-4566 SEAL ASSEMBLY MC DONNELL AIRCRAFT CO., ST LOUIS (76301) P/N 32-58070-29 ACCEPTABLE SOURCES MUST MEET THE LATEST REVISION OF THE MCDONNELL DOUGLAS DWG. PARKER HANNIFIN CORP SEAL GROUP ORING DIV 83259 CULVER CITY CA AMERICAN UNITED SEAL INC STILLMAN SEAL DIV 95272 CARLSBAD CA I/A/W 14153 QAP EQ001 REV B	171	EA		
0052	5330-00-533-8134 PACKING ASSEMBLY GREENE TWEED AND CO (5F573) KULPSVILLE, PA. P/N 7113MS160T ACCEPTABLE SOURCE W.S. SHAMBAN & CO. (09257) P/N S38421-113BAK1	516	EA		
0053	5330-01-131-8177 PACKING ASSEMBLY SOURCE CONTROL DATA MCDONNELL AIRCRAFT CO (76301) ST LOUIS MO P/N ST7M254-007-2 APPROVED SOURCE GREENE TWEED AND CO INC (5F573) BUSAK AND SHAMBAN INC SEALS DIV (09257) I/A/W 14153 QAP EQ001 REV B CONTRACTORS USE ONLY: COMMERCIAL PACKAGING IS ACCEPTABLE	1565	EA		

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ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U/I	UNIT EST PRICE AMOUNT
0054	5331-01-119-8755 O-RING SOURCE CONTROL DOCUMENT MCDONNELL DOUGLAS CORP (76301) SAINT LOUIS MO P/N ST7M254-016-2 APPROVED SOURCES GREENE TWEED AND CO INC (5F573) KULPSVILLE PA BUSAK AND SHAMBAN INC (09257) FORT WAYNE IN	1722	EA	
0055	5330-00-376-8656 SEAL RING, METAL SOURCE CONTROL DATA MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N ST7M278-200 APPROVED SOURCE PRESSURE SCIENCE INC (15284) BELTSVILLE MD JETSEAL INC (OHRD8) SPOKANE WA P/N E15-0224-10 JETSEAL MUST SUPPLY TO THE LATEST REVISION OF MCDONNELL DOUGLAS STANDARD. I/A/W 14153 QAP EQ001 REV B I/A/W 14153 QAP EQ002	6193	EA	
0056	5330-00-376-8657 SEAL RING, METAL SOURCE CONTROL DATA MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N ST7M278-250 APPROVED SOURCE PRESSURE SCIENCE INC (15284) BELTSVILLE MD JETSEAL INC (OHRD8) SPOKANE WA P/N E15-0274-10 JETSEAL MUST SUPPLY TO THE LATEST REVISION OF THE MCDONNELL DOUGLAS STANDARD I/A/W 14153 QAP EQ001 REV B I/A/W 14153 QAP EQ002	7761	EA	

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ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0057	5330-00-389-9339 SEAL RING, METAL SOURCE CONTROL DATA MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N ST7M278-150 APPROVED SOURCES PRESSURE SCIENCE INC (15284) BELTSVILLE MD JETSEAL INC. (OHRD8) SPOKANE, WA. P/N E15-0174-10 JETSEAL MUST SUPPLY TO THE LATEST REVISION OF THE MCDONNELL DOUGLAS STANDARD. I/A/W 14153 QAP EQ001 REV B I/A/W 14153 QAP EQ002	2014	EA		
0058	5330-01-049-7385 SEAL RING, MET AL SOURCE CONTROL ITEM MCDONNELL DOUGLAS CORP (76301) ST LOUIS, MO. P/N ST7M278-100 APPROVED SOURCE PRESSURE SCIENCE INC (15284) BELTSVILLE, MD JETSEAL INC (OHRD8) SPOKANE, WA. P/N E15-0124-10 I/A/W 14153 QAP EQ001 REV B I/A/W 14153 QAP EQ002	495	EA		
0059	5330-01-119-5940 SEAL RING, METAL SOURCE CONTROL DATA MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N ST7M278-175 APPROVED SOURCE PRESSURE SCIENCE INC (15248) BELLSVILLE MD JETSEAL INC. (OHRD8) SPOKANE, WA. P/N E15-0199-10 JETSEAL MUST SUPPLY TO THE LATEST REVISION OF THE MCDONNELL DOUGLAS STANDARD. I/A/W 14153 QAP EQ001 REV B I/A/W 14153 QAP EQ002	426	EA		

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ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0060	5330-00-062-7030 PACKING, PREFORMED SOURCE CONTROL DATA MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N 7M59-111 APPROVED SOURCES OF SUPPLY SHAMBAN POLYMAR TECH GROUP (97820) TETRAFLUOR INC (07182) OMNIPURE FILTER CO INC (94903) I/A/W 14153 QAP EQ001 REV B	1108	EA		
0061	5330-00-815-7125 GASKET MCDONNELL DOUGLAS (76301) ST. LOUIS, MO P/N 32-58070-75 ACCEPTABLE SOURCES PARKER-PRAEDIFA (C0308) PLEIDELSHEIM, GERMANY PARKER-HANNIFIN (83259) CULVER CITY, CA STILLMAN SEAL (95272) CARLSBAD, CA I/A/W 14153 QAP EQ001 REV B	479	EA		
0062	5330-00-855-8420 PACKING, PREFORMED MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N 7M59-112 ACCEPTABLE SOURCES W. S. SHAMBAN AND CO (97820) CULVER CITY CA REID ENTERPRISES (94903) LOS ANGELES CA TETRAFLUOR INC (07128) ENGLEWOOD CA I/A/W 14153 QAP EQ001 REV B	6784	EA		
0063	5330-00-281-3399 SEAL, NONMETALLIC SPECIAL SHAPED SECTION BOEING-MCDONNELL (76301) ST LOUIS, MO P/N 68J358003-201 ACCEPTABLE SOURCE(S) BURKE INDUSTRIES-HASKON DIV (11960) TAUNTON, MA BF GOODRICH-AEROSPACE DIV (03481) WILMINGTON, NC PRESRAY CORP (06425) PAWLING, NY KIRKHILL RUBBER (75345) BREA, CA	117	EA		

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ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U / I	UNIT PRICE	EST AMOUNT
0064	5331-00-881-9973 PACKING, PREFORMED /O RING/ MCDONNELL DOUGLAS CORP, MCDONNELL AIRCRAFT CO (76301) ST. LOUIS, MO P/N 7M80-8 ACCEPTABLE SOURCES HI SHEAR CORP (73197) PARKER-HANNIFIN SEAL GROUP ORING DIV (02697) PLASTIC AND RUBBER PRODUCTS CORP (77308) SARGENT INDUSTRIES STILLMAN SEAL DIV (95272) CALIFORNIA GASKET CORP (86044) THREE YEAR SHELF LIFE I/A/W 14153 QAP EQ001 REV B	22398	EA		
0065	5330-01-109-1430 SEAL RING METAL 76301 MCDONNELL-DOUGLAS CORP P/N 74A450623-2001 APPROVED SOURCES SOURCES MUST BE LICENSED BY MCDONNELL DOUGLAS AND BE APPROVED BY NAVICP-P REVIEW CRITICAL APPLICATION ISAREL ACFT/SHL DIV (S5495), MESSIEH DOWTY INC. (35962), HEROUX INC. (36164), CASTLE PRECISION (9K006), ALL TOOLS (32168). I/A/W 14153 QAP EQ001 REV B I/A/W 14153 QAP EQ002	95	EA		
0066	5331-00-322-0137 PACKING, PREFORMED /O-RING/ MCDONNELL DOUGLAS AEROSPACE (76301) ST LOUIS MO P/N ST7M251-6 APPROVED SOURCES AMERICAN UNITED SEAL INC STILLMAN SEAL DIV (95272) CARLSBAD CA PARCO INC (77308) ONTARIO CA CALIFORNIA GASKET AND RUBBER CORP (86044) GARDENA CA LOADHOLTZ RUBBER CO INC (55388) ANAHIEM CA INTERNATIONAL SEAL CO INC (1CN74) SANTA ANA CA	28331	EA		

CONTINUATION SHEET

ITEM NO.	NSN / PN PACKAGING METHOD	ANN EST QUANTITY	U/I	UNIT EST PRICE AMOUNT
0067	5331-00-324-7730 PACKING, PREFORMED (O-RING) MCDONNELL DOUGLAS CORP (76301) ST LOUIS, MO P/N ST7M251-8 APPROVED SOURCES STILLMAN SEAL DIV SARGENT IND (95272) CARLSBAD CA PARCO INC (77308) ONTARIO CA CALIFORNIA GASKET AND RUBBER CORP (86044) GARDENA CA LOADHOLTZ RUBBER CO (55388) ANAHEIM, CA INTERNATIONAL SEAL CO INC (1CN74) SANTA ANA CA I/A/W 14153 QAP EQ001 REV B	40025	EA	
0068	5331-00-324-7731 PACKING, PREFORMED /O-RING/ MCDONNELL DOUGLAS CORP (76301) ST LOUIS MO P/N ST7M251-10 ACCEPTABLE SOURCES SARGENT INDUSTRIES STILLMAN RUBBER DIV (95272) CARLSBAD CA PLASTIC AND RUBBER PRODUCTS CO (77308) ONTARIO CA CALIFORNIA GASKET AND RUBBER CORP (86044) GARDENA CA LOADHOLTZ RUBBER CO INC (55388) ANAHEIM, CA INTERNATIONAL SEAL CO INC (1CN74) SANTA ANA, CA I/A/W 14153 QAP EQ001 REV B	8840	EA	
0069	5330-01-108-2554 RETAINER PACKING 76301 MCDONNELL DOUGLAS CORP I/L/O PS16001 IDENTIFY TO P/N 74A450712-2001 APPROVED SOURCES SOURCES MUST BE LICENSED BY MCDONNELL DOUGLAS AND APPROVED BY NAVICP-P ISRAEL AIRCRAFT IND.LTD (S5495) ISRAEL AIRCRAFT (5U018) MESSIER-DOWTY INC (35962) HEROUX INC (36164) TMW CORP.(9K006) ALL TOOLS INC (32168) COLTEC IND. (17576) I/A/W 14153 QAP EQ001 REV B I/A/W 14153 QAP EQ002	100	EA	

MANUFACTURER _____

MANUFACTURER'S P/N _____

OFFER BASED ON:

REVISION _____

DATE : _____

MATERIAL FURNISHED UNDER THIS CONTRACT SHALL HAVE AT LEAST 85% OF THE SHELF LIFE REMAINING AT TIME OF DELIVERY. SHELF LIFE MARKINGS (CURE AND EXPIRATION DATES) SHALL BE IN ACCORDANCE WITH MIL-STD-129N, DTD 15 MAY 1997, AND SHOWN IN CALENDAR QUARTER AND YEAR. EXPIRATION DATE SHALL BE 15 YEARS FROM CURE DATE.

FAR 52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (OCT 2000)

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

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

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

(c) *Period for Acceptance of Offers.*

The offeror agrees to hold the prices in its offer firm for 60 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 4:00 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.

FAR 52.212-1 (CONT.)

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

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

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

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

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

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

(h) *Multiple Awards*.

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

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

(1)(i) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained for a fee by submitting a request to:

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
(202) 619-8925
(Fax (202) 619-8978)

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

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

Department of Defense Single Stock Point (DoDSSP)
Building 4D, 700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462

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

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

(A) By telephone. (215) 697-2667/2179; or

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

FAR 52.212-1 (CONT.)

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

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

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

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

- Faxed offers are NOT authorized for this solicitation.
 Faxed offers are authorized for this solicitation.

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

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

- Period of acceptance is 90 days.

3. Addendum to 52.212-1(e) *Multiple offers.*

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

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

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

5. 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.

DSCP 52.215-9I12 NOTICE: AUTOMATED BEST VALUE SYSTEM (ABVS) PROGRAM (DEC 1999) L059

(a) The Defense Logistics Agency (DLA) has developed the Automated Best Value System (ABVS), an automated system that collects and analyzes offerors' past performance history and assigns a numeric score. Under ABVS, contracting officers will not necessarily award contracts to offerors with the lowest evaluated price, but are encouraged instead to consider past performance and other factors and to exercise good judgment in awarding to firms whose offers represent the greatest value to the Government.

(b) An offeror's past performance is an indicator of performance risk and will be scored on the basis of past performance in the same Federal Supply Class (FSC) as the supplies being solicited. ABVS scores are calculated monthly, remain in effect for the entire month, and are based on DLA consolidated performance history. There is an FSC score, which represents the offeror's DLA-wide performance for that FSC. There is also a DLA score, which reflects the offeror's overall performance for all FSCs at all DLA Inventory Control Points (ICPs), i.e., Defense Supply Centers Philadelphia, Richmond and Columbus.

(c) To determine the ABVS score, the Government will use the following performance indicators: delinquencies, length of delinquencies, order rejections (contractor caused cancellations), product nonconformances, and packaging nonconformances. The delivery portion of the ABVS score will consist of all delinquencies (CLINs that have not been shipped in their entirety by the CDD), and order rejections for the rating period preceding the most recent 60 days. The quality portion will consist of all contractor-caused product and packaging discrepancies for the rating period preceding the most recent 30 days. To allow for delays in posting data, the delivery score will exclude the most recent 60 days and the quality score will exclude the most recent 30 days. There are no grace periods in determining if a contract is delinquent.

ADDENDUM TO FAR 52.212-1(CONT.)

(d) Negative performance data to be reflected in the ABVS score will be made available to Contractors through the DSCP General and Industrial (G & I) website. A Contractor may challenge any negative data it feels is inaccurate by submitting a challenge to the DSCP ABVS Administrator. To be considered, challenges must be accompanied by evidence that substantiates the claim (e.g., invoices, DD Form 250's, modifications.) The "Center" field will identify the cognizant focal point for challenges. For those identified as "DSCP", challenges must be sent to:

Defense Supply Center Philadelphia (DSCP)
ATTN: DSCP-PPA (ABVS)
700 Robbins Avenue
Philadelphia, PA 19111-5096

Phone: (215) 737-7844
FAX: (215) 737-7949

(e) ABVS scores are updated monthly. Though contractors may challenge negative data at any time, it is to the contractor's challenge in a timely manner. Challenged data that has been investigated and validated prior to the next monthly ABVS update will be reflected in the new score. Challenges that are received before the end of the challenge period but are not resolved prior to the next monthly update will be flagged as challenged. Once the challenge is received, the ABVS score is flagged and will remain flagged until the challenge is resolved.

(1) When an ABVS score is flagged, the contractor reviewing ABVS data can see that its challenge has been received and is being investigated. The flag also alerts the contracting officer that certain data reflected in the offeror's score is being challenged and warrants further investigation by the contracting officer.

(2) When a discrepancy between the offeror's challenged data and the Government's data occurs, it becomes disputed data. The Government will make every effort to resolve the discrepancy expeditiously. However, the Government is the final authority for resolution of disputed data and its use in the source selection process, and the contracting officer may make an award decision despite the existence of an unresolved challenge.

(f) An ABVS score does not determine an offeror's award eligibility, or technical acceptability, nor does it establish or dictate a responsibility or nonresponsibility determination. The ABVS score used for evaluation will be that score in effect at the time offers are evaluated. There is no minimum volume of business required for a contractor to be scored. The contracting officer may consider the volume of business on which the performance score is based as a measure of confidence in the score's indication of performance risk. A contractor with no performance history in the FSC will be given a score of 999.9, which will identify the contractor as a new offeror in that FSC.

New offeror status will not be grounds for disqualification for award. New offerors may be considered more favorably than scored offerors with a poor performance record. Also, the desirability of expanding the supplier base and possible competition enhancement in future procurements will be considered in the source selection decision when new offerors are present.

(g) Contractor caused discrepancies or delinquencies are reflected in ABVS scores as an indicator of past performance. Repair, replacement, or reimbursement of quality and packaging defects does not provide relief from negative ABVS data. Contractor caused delivery extensions, regardless of consideration paid, will be reflected in the delivery score.

FAR 52.216-1 -- Type of Contract (Apr 1984) L027

The Government contemplates award of a **fixed price with EPA** contract resulting from this solicitation.
(End of Provision)

L071 DSCP 52.217-9I17 SUBMISSION OF SURGE/SUSTAINMENT PLAN (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.

ADDENDUM TO FAR 52.212-1(CONT.)

(b) Surge Plan must include:

- (1) a list, by contract number, of Government contracts being performed at the offeror's facility that have a surge provision; also include a description of your level of success in fulfilling surge requirements in existing contracts;
- (2) a description of your strategies for meeting surge demands described in this solicitation and an explanation of how these strategies will be applied to the items included for surge in this solicitation.
- (3) to the extent practicable, for any other Government contract, or any commercial contract, which the Offeror has in place on the date of submission of its proposal, the projected impact of the Government's invoking of the surge requirements to be included in the contract that will be awarded pursuant to this solicitation;
- (4) all skilled labor requirements necessary to support the surge requirements;
- (5) your Minimum Ordering Quantities, if any, and/or Economic Production Run Quantities for the items being provided.
- (6) your methodology to enable visibility of, monitoring changes in, assessment of, and reporting on your base capabilities and your supplier base capabilities related to surge and sustainment requirements.
- (7) a list of surge and sustainment items that may be difficult to provide quickly for initial ramp-up, or to provide at elevated demand levels for sustainment, and the reasons for these difficulties; list proposed solutions for overcoming these difficulties. (Under your price proposal, identify any significant investments (dollars) needed to implement propose solutions.)
- (8) your access to and plans for coordinating distribution(receiving, storing, packaging and issuing) and transportation services needed to meet surge and sustainment requirements, including agreements with suppliers of these services 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.

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

(c) 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.

SCP 52.217-9I19 NOTICE OF SURGE OPTION REQUIREMENT (NOV 2000) L073

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.

ADDENDUM TO FAR 52.212-1(CONT.)

DSCP 52.216-9I26 ELECTRONIC DATA INTERCHANGE (EDI)(JUL 1998) L054

(a) Delivery Orders issued under this contract normally will be communicated to the Contractor by Electronic Data Interchange (EDI), using the conventions and formats prescribed by the American National Standards Institute (ANSI) X12 standards and the Department of Defense (DoD) X12 Implementation Guideline. The DoD Guideline is available from the points of contact listed in paragraph (h) below. The Contractor is advised that the Defense Logistics Agency, will be using an Electronic Commerce Collection Point with connections to several Value Added Networks (VAN) for interchanging data with vendors in ANSI-X12 format.

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

- (1) A computer compatible with the chosen network.
- (2) A mailbox with a commercial VAN which is connected to the Distribution Point.

(3) Translation and communication software which is commercially available and capable of receiving and transmitting X12 data in accordance with paragraph (a) above. The Government reserves the right to "upgrade" the X12 Guideline to allow for technological enhancements which render the then current minimum requirements inadequate to permit the required EDI transmissions.

(c) Contractor shall be responsible for all errors or malfunctions regarding any EDI transmission,

- (1) caused by the Contractor's personnel or the Contractor's equipment;
- (2) caused by the Contractor's agent or representative, or the agent's or representative's personnel or equipment;

(3) caused by an error or malfunction in a VAN chosen by the Contractor or its agent or representative, and such errors or malfunctions shall not be a basis for excusable delay within the meaning of the clause of the contract entitled, "Default," unless such error or malfunction be beyond the control, and without the fault or negligence of, the Contractor, the Contractor's agent or representative or the Contractor's selected VAN. When such events occur, the Contractor shall contact the Contracting Officer within twenty-four (24) hours or the next business day of first notice of the error or malfunction to arrange for retransmission. Repeated errors or malfunctions may necessitate the termination of EDI transmissions with the Contractor, and may necessitate the termination of the contract.

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

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

(f) In the event of an interruption in EDI transmission, hard copy documents shall be used for conducting those transactions which were accomplished through EDI until such time as the interruption ceases

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

(h) Information regarding EDI is available at <http://saso.dscp.dla.mil/ipu/acquisition/pe/edi>

(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 change-over.

(j) Disputes.

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

(End of Provision)

ADDENDUM TO FAR 52.212-1(CONT.)

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://procregs.hq.dla.mil> and DISC clauses – <http://www.dscp.dla.mil/contract/discmast.htm>)

CLAUSE NUMBER

TITLE/DATE

DISC 52.214-9I08	Hand Carried Offers (Sep 1990)
DISC 52.209-9I02	Responsibility of Offers (Feb 1970)
DISC 52.215-9I08	Negotiated Solicitations – Responsiveness (Nov 1997)

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 factors shall be used to evaluate offers:

- (1) Past Performance

Past performance **will be considered on an equal basis** with price.

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

(b) A written notice of award or acceptance of an offer, 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.

(End of Provision)

ADDENDUM TO FAR 52.212-2**EVALUATION OF PAST PERFORMANCE**

The government intends to make award to the responsible offeror whose offer conforms to the requirements of the solicitation, and represents the best value to the government, taking both price and past performance into consideration.

For the purposes of this solicitation, price and past performance will be considered on an equal basis.

DSCP 52.215-9I14 EVALUATION OF PAST PERFORMANCE UNDER THE AUTOMATED BEST VALUE SYSTEM (ABVS) PROGRAM DEC 1999) M037

(a) In addition to price and other related factors, offers on this acquisition will be subject to the Defense Logistics Agency's (DLA) ABVM program, an automated system which collects and analyzes offerors' past performance history and assigns a numeric score. In accordance with the program, which is described in clause L059, NOTICE: Automated Best Value System (ABVS) Program, located elsewhere in this solicitation, the Contracting Officer will make a comparative assessment of performance risk by considering offerors' scores and evaluated prices, and make an award to the firm whose offer represents the greatest value to the Government.

(b) For this acquisition, price and performance factors will be evaluated equally.

(c) For this acquisition, the performance factor considers quality performance and delivery performance to be of equal value.

DSCP 52.217-9I04 EVALUATION OF OPTIONS WITH EPA (JUL 1992) M030

Evaluation procedures for Option provisions utilizing an Economic Price Adjustment are contained in DISC Clause I042, Option To Extend The Term Of The Contract- Notice of EPA Provision, or DISC clause I134, Option to Extend the Term of Requirements Contract- Notice of EPA Provision (Alternate), whichever is included elsewhere in this solicitation.

(End of Provision)

DSCP 52.247-9I10 F.O.B. ORIGIN AND/OR DESTINATION (APR 1984) M016

Terms of delivery, F.O.B. Origin and F.O.B. Destination are stated in Section F.

With respect to 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.

DSCP 52.217-9I18 EVALUATION OF SURGE/SUSTAINMENT PLAN (JAN 1999) M047

[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 Section L of this solicitation. |

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

(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 small business concern” means a small business concern--

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

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

“Women-owned 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 of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

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

TIN: _____

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the 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;

Other. State basis. _____

FAR 52.212-3 (Cont.)(4) *Type of Organization.*

- Sole proprietorship;
 Partnership;
 Corporate entity (not tax-exempt);
 Corporate entity (tax exempt);
 Government entity (Federal, State, or local);
 Foreign government
 International organization per 26 CFR 1.6049-4;
 Other _____

(5) *Common Parent.*

- Offeror is not owned or controlled by a common parent;
 Name and TIN of common parent:
 Name _____
 TIN _____

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

(1) *Small business concern.*

The offeror represents as part of its offer that it is, is not a small business concern.

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

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

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

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

NOTE: Complete paragraphs (c)(4) and (c)(5) 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

FAR 52.212-3 (Cont.)

(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)(7)(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: _____.]

(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.

FAR 52.212-3 (Cont.)

(f) *Buy American Act - Balance of Payments Program Certificate.* (The certificate at DFARS 252.225-7000 or 7006 shall be completed if it is provided as an Attachment to FAR 52.212-3.)

(g) *Buy American Act - North American Free Trade Agreements – Israeli Trade Act - Balance of Payments Program 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.)

[Paragraph (h) is indefinitely stayed]

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

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

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

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

(1) Listed end 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 (OCT 2000) As prescribed in 12.301(b)(2), add the following paragraph (c) (10) to the basic provision:

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) 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.]

ALTERNATE III (OCT 2000). As prescribed in 12.301(b)(2), add the following paragraph (c) (11) to the basic provision:

(11) *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 place of ownership, 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)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

DSCP 52.215-9I03 PLACE OF PERFORMANCE - INSPECTION AND SHIPPING POINT (AUG 1985) K015 (Only applies if the government invokes its right to source inspection)

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
_____	_____
_____	_____
_____	_____

ADDENDUM TO FAR 52.212-3

(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.

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

ITEM NO.	SHIPPING POINT
_____	_____
_____	_____
_____	_____

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.

(1) 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.")

(2) 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.

ADDENDUM TO FAR 52.212-3

(1) 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 therefor:

[](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:

(2) 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.

(3) 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 Clause)

DFARS 252.225-7006 BUY AMERICAN ACT – TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAR 1998) K028

(a) *Definitions.*

“Caribbean Basin country end product,” “designated country end product,” “domestic end product,” “NAFTA country end product,” “nondesignated country end product,” “qualifying country end product,” and “U.S. made end product” have the meanings given in the Buy American Act-Trade Agreements-Balance of Payments Program clause of this solicitation.

(b) *Evaluation.*

Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are no offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

(c) *Certifications.*

(1) The Offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) 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 qualifying country.

(2) **The Offeror must identify all end products that are not domestic end products.**

(i) The Offeror certifies that the following supplies qualify as “U.S. made end products” but do not meet the definition of “domestic end product”:

_____ *(insert line item number)*

(ii) The Offeror certifies that the following supplies are qualifying end products:

_____ *(insert line item number)*

_____ *(insert country of origin)*

(iii) The Offeror certifies that the following supplies qualify as designated country end products

_____ *(insert line item number)*

_____ *(insert country of origin)*

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

_____ *(insert line item number)*

_____ *(insert country of origin)*

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

_____ *(insert line item number)*

_____ *(insert country of origin)*

(vi) The following supplies are other nondesignated country end products:

_____ *(insert line item number)*

_____ *(insert country of origin)*

(End of Provision)

ADDENDUM TO FAR 52.212-3**252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (Mar 1998)**

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

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means-

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner; Holding a management position in the firm, such as a director or officer;

(ii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm; Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or Holding 50 percent or more of the indebtedness of a firm.

(a) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(b) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 95)

(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.

DLAD 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN2001)

(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.

				ANN \$	4 QTR	4 QTR	TOT		ACQ					EST \$
	NSN	U/I	NAME	VAL	FREQ	QTY	O/H	SSC	COST	QCC	CAGE	PRT_NUM	UNIT COST	VAL/YR
			APPROVED SOURCES											
			76301, 065R8											
0001	5330002708123	EA	SEAL_NONMETALLIC SP	3427	20	23	16	1	149	U	76301	68A328038-2003		
			76301, 07060											
0002	5330011250641	EA	RING,WIPER	2572.5	25	175	138	1	14.7	U	76301	74B410058-103		
			76301, 23162											
0003	5330010556945	EA	SEAL_NONMETALLIC SP	2337.44	4	28	28	1	83.48	AKT	76301	32D390067-6		
			76301, 2X974											
0004	5330010406751	EA	SEAL_NONMETALLIC AN	2838.24	46	219	297	1	12.96	U	76301	68A325595-2003		
			88277, 55886											
0005	5331002976884	EA	O-RING	2379.51	16	189	121	1	12.59	U	88277	2268539-504		
			76301, 75345											
0006	5330012468766	EA	SEAL_NONMETALLIC SP	4151.7	15	105	6	1	39.54	U	76301	68A413400-2028		
			76301, 79159											
0007	5330013827061	EA	GASKET	3081.6	40	642	331	1	4.8	U	76301	K7M31-28		
			76301, 91511											
0008	5330012616720	EA	PACKING,PREFORMED	1950	14	75	84	1	26	U	76301	7M7537-1		
			76301, 95272											
0009	5330002884526	EA	GASKET	25586.12	69	1334	628	1	19.18	U	76301	68B580050-103		
0010	5330004482329	EA	GASKET	5619.06	31	342	209	1	16.43	U	76301	68B580050-107		
			76301, 76283											
0011	5330011623840	EA	SEAL_RUBBER SPECIAL	4200	5	60	8	1	70	U	76301	74A330671-2005		
			76301, 3H339											
0012	5330011468333	EA	SEAL_OUTBOARD,UPPER	4773.24	9	18	8	1	265.18	U	76301	74A190619-2007		
0013	5330011468334	EA	SEAL_OUTBOARD,UPPER	1435	4	7	4	1	205	U	76301	74A190619-2008		
0014	5330012471817	EA	SEAL_ASSEMBLY	14669.2	61	65	0	1	225.68	U	76301	68A112311-1003		
			76301, 50744											
0015	5330011372803	EA	SEAL_NONMETALLIC SP	2070	6	15	4	1	138	U	76301	68B250050-251		
0016	5330012534793	EA	CLOTH,COATED	3662.34	17	62	80	1	59.07	U	76301	68B250050-285		
0017	5330012550873	EA	SEAL_STRUCTURAL,ACF	3110.25	17	25	14	1	124.41	KT	76301	68B250050-256		
0018	5330012550876	EA	SEAL_STRUCTURAL,ACF	7820	26	46	18	1	170	U	76301	68B250050-267		
0019	5330012550881	EA	SEAL_STRUCTURAL,ACF	3710.3	12	22	20	1	168.65	U	76301	68B250050-255		
0020	5330012942641	EA	SEAL_PLAIN	2333.24	8	14	9	1	166.66	U	76301	68B250050-273		
0021	5330013845633	EA	SEAL_NONMETALLIC SP	1678.95	10	21	21	1	79.95	U	76301	68B250050-277		
0022	5330013845751	EA	SEAL_NONMETALLIC SP	2039.15	8	17	15	1	119.95	U	76301	68B250050-282		
0023	5330013846059	EA	SEAL_NONMETALLIC SP	1199.94	6	14	0	1	85.71	U	76301	68B250050-275		

				ANN \$	4 QTR	4 QTR	TOT		ACQ					
	NSN	U/I	NAME	VAL	FREQ	QTY	O/H	SSC	COST	QCC	CAGE	PRT_NUM	UNIT COST	
0024	5330010490039	EA	PACKING ASSY	2620.16	8	128	13	1	20.47	AT	76301	ST7M254-430-22		
0025	5331010568717	EA	O-RING	3146.25	31	125	22	1	25.17	U	76301	7M754-448-1		
			76301, 09257											
0026	5330004864122	EA	PACKING,PREFORMED	2407.2	38	510	364	1	4.72	U	76301	68B458010-203		
0027	5330004864142	EA	PACKING,PREFORMED	1951.6	68	476	929	1	4.1	AKT	76301	68B458009-203		
			76301, 14711											
0028	5330003520519	EA	SEAL,PLAIN	6998.25	37	175	0	1	39.99	U	76301	ST7M328-325		
0029	5330003520520	EA	SEAL,PLAIN	6115.36	38	148	142	1	41.32	U	76301	ST7M328-400		
0030	5330010713359	EA	SEAL SPECIAL	75198	108	1660	0	1	45.3	AKT	76301	ST7M328-250		
0031	5331013580602	EA	O-RING	40090.05	51	979	778	1	40.95	AT	76301	ST7M258H400		
0032	5331013613229	EA	O-RING	3962.4	44	130	8	1	30.48	U	76301	ST7M258H275		
0033	5331013681686	EA	O-RING	46860.96	105	1398	1	1	33.52	U	76301	74B830158-2001		
0034	5331013800706	EA	O-RING	9003.05	40	203	2	1	44.35	U	76301	ST7M258H325		
0035	5331013954646	EA	O-RING	13452.81	66	329	154	1	40.89	AKT	76301	ST7M258H550		
			76301, 83259											
0036	5330004134734	EA	PACKING W/RETAINER	12107.2	96	60536	16187	1	0.2	U	76301	7M128-015-4E		
0037	5330004987205	EA	GASKET	3307.7	6	31	33	1	106.7	AT	76301	32-58070-131		
			76301, 11960											
0038	5330002624010	EA	SEAL ASSY	19296	61	72	44	1	268	AKT	76301	68A318049-2021		
0039	5330002624011	EA	SEAL ASSY	33359.04	59	88	0	1	379.08	U	76301	68A318049-1004		
0040	5330002748846	EA	SEAL,BOOT ANGULAR	15303.75	81	105	0	1	145.75	AKT	76301	ST9M456-1		
0041	5330009218286	FT	SEAL,NONMETALLIC SP	17449.25	5	3835	0	1	4.55	U	76301	11M647		
0042	5330010353081	EA	SEAL,NONMETALLIC SP	8984.46	74	137	136	1	65.58	U	76301	68A323178-1001		
			76301, 0FPN0, 4L975											
0043	5330004201452	EA	GASKET	4309.47	74	1451	660	1	2.97	U	76301	75B550053-213		
			88277, 34087, 8X044											
0044	5330012851685	EA	SEAL,NONMETALLIC SP	1824.3	5	18	3	1	101.35	U	88277	5816275-29		
			76301, 97820, 07128											
0045	5331008818619	EA	O-RING	1151.61	39	5007	5278	1	0.23	U	76301	7M59-012		
			76301, 93835, 09257											
0046	5330004864163	EA	PACKING,PREFORMED	1113.66	50	269	214	1	4.14	U	76301	68B458009-205		
			76301, 83259, 88314											
0047	5330005127643	EA	GASKET	2675.1	15	111	138	1	24.1	AKT	76301	68B550625-2001		
			76301, 95272, 83259											
0048	5330004987202	EA	SEAL,ASSEMBLY	6759.55	16	217	77	1	31.15	U	76301	32-58070-127		
0049	5330008157122	EA	GASKET	4781.7	8	630	579	1	7.59	U	76301	32-58070-19		
0050	5330008157127	EA	GASKET	1264.9	11	139	60	1	9.1	U	76301	32-58070-15		
0051	5330008194566	EA	GASKET	3531.15	8	171	80	1	20.65	U	76301	32-58070-29		

