

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE
 7. FOR SOLICITATION INFORMATI a. NAME b. TELEPHONE NUMBER (No collect calls) 8. OFFER DUE DATE/LOCAL TIME
 Kathleen Catts 215 737-7950 24 Nov 03
 24 Dec 03 5:00 EST

9. ISSUED BY CODE SC0500 10. THIS ACQUISITION IS UNRESTRICTED
 DEFENSE SUPPLY CENTER PHILADELPHIA 700 ROBBINS AVENUE PHILADLEPHIA, PA 19111
 11. DELIVERY FOR FOI DESTINATION UNLESS BLOCK IS MARKED
 12. DISCOUNT TERMS
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING to be cited on each delivery order issued
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO CODE 16. ADMINISTERED BY CODE
 To be specified on each delivery order. (See page 2 of the solicitation for Delivery instructions.)

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE S36054
 DFAS Columbus Center
 Attn: DFAS - CO-SEI
 P.O. BOX 182317
 Columbus, OH 43218-6238

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER. 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18A UNLESS BLOCK BELOW IS SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	FSC 5306 thru 5325 Nuts, Bolts, Pins, Inserts ITEMS 0001 THRU 51	See attached for details			
(Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, AND 52.212-5 ARE ATTACHED. ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 29. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) 31c. DATE SIGNED

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED
 32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE 32c. Date
 33. SHIP NUMBER PARTIAL FINAL 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR
 36. PAYMENT COMPLETE PARTIAL FINAL 37. CHECK NUMBER
 38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 42a. RECEIVED BY (Print)
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42b. RECEIVED AT (Location)
 42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS

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Note: All references to DISC should be read as DSCP

1. Block 8

Offer Due Date/Local Time **December 24, 2003, 5:00 P.M. Local Time**

Mailed offers should be sent to:

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

Solicitation No: **SP0500-04-R-0017** Opening/Closing Date and Time: **Dec 24, 2003, 5:00 P. M. Local Time**

Handcarried Offers should be delivered to:

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

Solicitation No: **SP0500-04-R-0017** Opening/Closing Date and Time: **24 December 2003 5:00 P.M. Local Time.**

[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 SP0500-04 -R-0017 seeks to place various bolts, nuts, pins and inserts (FSC 5305 thru 5325) under a long-term Stock contract. The solicitation's core list contains 51 NSNs, that is an Annual Estimated Dollar Value of \$418,054.08 and is representative of a universe of 265 Shur-lok Sole Source and Approved/Acceptable Source NSNs of which 30% to 50% could be added to the contract(s) at a later time. These Core NSNs are Shur-Lok Sole Source and Approved/Acceptable source items and are to be priced individually; they will be awarded based on Best Value to the Government. Offerors are required to submit proposals to The Defense Supply Center Philadelphia who reserves the right to make awards resulting from solicitation SP0500-04-R-0017 to multiple contractors. In addition items will be awarded as Source Inspection and as Destination Inspection, based on their requirements (source inspected NSNs will be identified on the spreadsheet. The minimum quantity ordered will be 25% of the annual estimated quantity (AEQ) of each NSN except for those NSNs whose AEQ is 99 each or less; these NSNs will have a 50% minimum quantity.

After award, the Defense Supply Center Philadelphia anticipates expanding and managing each award via the ADDITION AND DELETION OF ITEMS – MAR 2003 (See Page 10). Additional NSNs will be **added** to existing basic contracts based on the **same criteria** used to establish the original contracts. **More than one contract award is anticipated.** 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 individual item(s)** to the Government, then those item description(s) will be provided to all 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 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 for stock. A real-time delivery schedule will insure the contractor's ability to meet the required delivery dates for the subject NSNS.

The contracts that result from this solicitation will be Indefinite Quantity Contracts (IQC) and will provide the contracts with a 10% guaranteed minimum of the annual estimated 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", the Government will take into consideration such terms and conditions when selecting a contractor. For this solicitation, technical merit and price are considered equal.

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

Award will be based on past performance and price. ***Attached SPREADSHEET IS PACKAGING***

Note:

Offerors are advised to read and comply with the full text of Clause DSCP 52.232-9110 "Submission of Invoice by Electronic Methods", which can be accessed in the G&I Local Clauses at

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

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2003)*(a) Inspection/Acceptance.*

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

(b) Assignment.

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

(c) Changes.

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

(d) Disputes.

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

(e) Definitions.

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

(f) Excusable Delays.

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

(g) Invoice.

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

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

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

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

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

FAR 52.212-4 (CONT.)**(h) Patent Indemnity.**

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

(i) Payment.

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

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

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

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

(j) Risk of Loss.

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

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or

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

(k) Taxes.

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

(l) Termination for the Government's Convenience.

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

(m) Termination for Cause.

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

(n) Title.

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

(o) Warranty.

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

(p) Limitation of Liability.

Except as otherwise provided by an express 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

FAR 52.212-4 (CONT.)

relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of Precedence.*

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

(t) Central Contractor Registration (CCR).

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

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

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

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

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

If preceded by an X, the following paragraphs of 52.212-4 are hereby tailored to read as follows:

<input type="checkbox"/>	<u>Paragraph</u>	<u>Additional Language</u>
[X]	(a)	FAR 52.246-2, <i>Inspection of Supplies - Fixed Price</i> , is included in this contract and takes precedence over FAR 52.212-4(a).
[]	(i)	Substitute the following for the first sentence in paragraph (i): Fast Payment procedures apply. The Government will pay invoices based on the Contractor’s delivery of supplies to a post office or common carrier (or, in shipments by other means), to the point of first receipt by the Government.

ADDENDUM TO FAR 52.212-4

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

CLAUSE NUMBER**TITLE/DATE**

FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
FAR 52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
FAR 52.232-17	Interest (JUNE 1996)
FAR 52.242-13	Bankruptcy (JULY 1995)
FAR 52.246-2	Inspection of Supplies – Fixed Price (AUG 1996) (Items 0004 and 0005 only)
FAR 52.246-15	Certificate of Conformance (APR 1984) (0004 & 0005 only)
FAR 52.247-48	F.O.B. Destination – Evidence of Shipment (FEB 1999)
DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.204-7004	Required Central Contractor Registration (NOV 2001)
DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (APR 2003)
DLAD 52.211-9004	Priority Rating for Various Long-Term Contracts (MAR 2000)
DLAD 52.212-9000	Changes-Military Readiness (MAR 2001)
DLAD 52.233-9000	Agency Protests (SEP 1999)
DSCP 52.209-9I14	Nonissuance of Delivery Orders Under Indefinite Delivery Type Contracts When Contractor is Either Suspended or Debarred. (SEP 1992)
DSCP 52.211-9I09	Delivery Time – Additional Provisions
DSCP 52.216-9I21	Ordering – Special Provisions (I129)
DSCP 52.232.9I10	Submission of Invoice by Electronic Methods (SEP 1999)
DSCP 52.247-9I03	Consignment and Addressing Instructions (JULY 1998)

ADDENDUM TO FAR 52.212-4 (cont.)**ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER TERMINATION FOR CAUSE (JAN 2001)**

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

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

All wooden pallets and wood containers produced entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standard Committee, Incorporated (ALSC) in accordance with the latest revision of ALSC Non-Manufactured Wood Packing Policy and Non-Manufactured Wood Packing Enforcement Regulations (see World Wide Web URL: <http://www.alsc.org/>) All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of "NC-US", 1.25 inches or greater in height, accompanied by the CAGE code of the pallet/container manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible.

FAR 52.211-16 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 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)

a) Submission of cost or pricing data is not required.

Provide information described below:

(c) appropriate information on the prices at which the same item or similar items have previously been sold, adequate

(d) for determining the reasonableness of the price. Price analysis shall be used when cost or pricing data are not required. Cost analysis shall be used to evaluate the reasonableness of individual cost elements when cost or pricing data are required. Price analysis should be used to verify that the overall price offered is fair and reasonable.

52.215-21 -- Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications.

a) Submission of cost or pricing data is not required.

(b) Provide information described below:

Cost analysis may also be used to evaluate information other than cost or pricing data to determine cost reasonableness or cost realism.

ADDENDUM TO FAR 52.212-4 (cont.)**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

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 330 days after the contract expiration date.

(End of Clause)

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 – MARCH 2003:**A. ADDITIONS.****1. Additions by the Government.**

(a) In addition to the core listing of _51 Shur-lok Sole Source and Approved/Acceptable Source items, the scope of the contract(s) resulting from this solicitation will include additional Shur-lok items that are in a universe described as bolts, nuts, washers, and inserts, in the FSC 5305 thru 5325 classes. It is the intention of the Government to add items (see <http://www.dsep.dla.mil/gi/general/scp.htm/>) to the contract that fall into this category. These items may be added during the base or option periods of this contract **provided that** the Contractor is able to furnish the additional item(s), and the Contracting Officer and the Contractor are able to agree to terms, including reasonable price(s) and delivery, as determined by the Contracting Officer.

(b) If the Government makes multiple awards under this solicitation, additional item(s) will be awarded on a post-award basis via supplemental agreement to the Contractor(s) whose price and delivery is the most advantageous to the Government on an item-by-item basis as follows: Item description(s) will be provided to **ALL** 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.

ADDENDUM TO FAR 52.212-4 (cont.)**Additions or Substitutions Recommended by the Contractor.**

(a) At any time during the performance of the contract, the Contractor may recommend changes to an item covered by its contract, or may propose alternate or substitute item(s). However, unless and until the Contracting Officer approves such recommended changes, alterations or substitutions in writing, the Contractor shall provide the item specified in the contract.

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

2. Administration of Additions under this Clause.

(a) **Item(s) to be added to the contract under this clause shall be negotiated, including price and delivery between the Government and Contractor, and will be incorporated into the contract via Supplemental Agreement.**

(b) Unless the Contracting Officer agrees to a longer period of time, the Contractor shall provide the Contracting Officer with price and delivery within ten (10) days after receipt of notification of the Government's intention to add item(s) to the contract. The Contracting Officer shall make every effort to complete his or her evaluation within thirty (30) days after receipt of the Contractor's price(s) and delivery.

(c) Unless another time is agreed to by the Contractor and the Contracting Officer, delivery of the item(s) added to the contract shall occur within **230** days after date of order, or within 150 days after date of Modification, whichever occurs later.

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

(a) During any period of the contract resulting from this solicitation, the Government may elect to delete any item or items. These items may be deleted due to changing demand patterns, obsolescence, item substitution or because they no longer have application.

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

2. Deletions Recommended by the Contractor.

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

3. Administration of Deletions.

(a) Upon notice from the Contracting Officer of a proposed deletion, the Contractor shall stop work immediately on any/all undelivered orders for the item(s) identified for proposed deletion. Within ten (10) days of receipt of the notice of proposed deletion, the Contractor shall notify the Contracting Officer as to whether the proposed deletion will cause an increase or decrease in, or have no effect on, the cost to the Government under the contract, and shall provide an estimate of any cost impact. Unless a longer period is authorized by the Contracting Officer, within 30 days of receipt of a Modification deleting one or more items from the contract, the Contractor shall submit its termination settlement claim.

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

ADDENDUM TO FAR 52.212-4 (cont.)

(c) Unless a longer time has been authorized by the Contracting Officer, the Contractor shall submit its claim for termination settlement costs, if any, no later than thirty (30) days after receipt of the deletion notice, or shall notify the Contracting officer within that time period that the deletion may be at no cost to either party. This applies whether the deletion is the determination of the Contracting Officer's own initiative, or whether the deletion is the result of the Contracting Officer's acceptance of the Contractor's recommendation that an item, or items be deleted.

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

(e) Failure of the Contractor and the Contracting Officer to agree on the amount of a termination settlement shall constitute a dispute under the "Disputes" clause of the contract.

DISC 52.216-9I29 DELIVERY ORDER LIMITATIONS - INDEFINITE QUANTITY CONTRACT (STOCK (FEB 2002) 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.

b. Minimum Order. As applicable, the minimum quantity, or the minimum dollar value, for any individual delivery order issued under this contract will be twenty-five (25) percent for those quantities of 100 or above and fifty (50) percent of the Annual Estimated Quantity (99 and less) as stipulated in the Caution Notice.. In the event that this contract includes incremental or stepladder pricing provisions, the minimum quantity for any item shall not be less than the lowest quantity set forth in the lowest quantity increment, **even if the quantity ordered is part of the guaranteed minimum under Paragraph (e) below.**

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

(1) Any order for an item in excess of 100% 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 therefore. Whereupon, the Government may either (i) reissue the order within the maximum order limitations, or (ii) order the supplies from another source. **This notice does not apply to the guaranteed minimum set forth in Paragraph (e) below, which requires the Contractor to deliver any quantity within the guaranteed minimum so long as it is in excess of the minimum order limitation of Paragraph (b).**

ADDENDUM TO FAR 52.212-4 (cont.)**e. Guaranteed Minimum.**

(1) Scope of Guaranteed Minimum

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

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

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

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

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

A quantity of each item which represents _____ percent of the annual estimated quantity of the item awarded. (Base period of one year).

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

A quantity of each item which represents __ percent of the annual estimated quantity of the item awarded multiplied by 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).

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

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

(5) The aggregate of the delivery orders issued during the base contract period will 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)

DSCP 52.217-9I05 OPTION TO EXTEND THE TERM OF THE CONTRACT – NOTICE OF EPA PROVISION (ALTERNATE) (JUL 1992) ADDENDUM I (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 (May 1996). For purposes of the limitation on the aggregate of the

ADDENDUM TO FAR 52.212-4 (cont.)

increases provided by the applicable EPA clause, such adjustments shall be cumulative but not duplicative. Namely, the aggregate of the increases for orders issued during a contract term shall be governed by the limitation applicable to that contract term, and shall not be duplicated or increased because performance of the order in accordance with the delivery schedule therein causes the adjusting date to fall within a subsequent contract term which has its own limitation on aggregate increases.

(b) TERMS AND CONDITIONS

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.

(2) 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.

[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.]

[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.

[X](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.

ADDENDUM TO FAR 52.212-4 (cont.)

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)

DISC 52.216-9I25 Economic Price Adjustment Industrial Commodities (May 1996) I145

General. The unit prices of this contract shall be subject to adjustment periodically as provided herein. Although this contract has a base period of 2 years with 3 additional option years, all adjustments will be on the basis of contract calendar year as defined herein.

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

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 WPU1081 of the monthly report entitled, "Producer Price Index," published by the Bureau of Labor Statistics (BLS), United States Department of Labor, for the Code Number and Commodity listed below:

CODE NUMBER AND COMMODITY
Code No: Table WPU1081
 Commodity: Industrial Commodities

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

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

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

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

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

(7) **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 "Price month of the contract date" for such purposes.

ADDENDUM TO FAR 52.212-4 (cont.)

(8) 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 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.

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 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:

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

(1) Shall set forth the unit price(s) as adjusted in accordance with this clause to establish the Contract Price(s) for the ensuing Contract Calendar Year; and

(2) Shall adjust the unit prices for supplies covered by Delivery Orders which were issued during the preceding Contract Calendar Year, but are undelivered on the first day of the second or other succeeding Contract Calendar Year; and

(3) Shall adjust the unit prices for supplies covered by Delivery Orders issued between the first day of the second or other succeeding Contract Calendar Year and the date of issuance of the Modification unless already adjusted under (e) (1) above; and,

(4) Shall set forth an aggregate monetary adjustment, by way of increase or decrease, to cover the net adjustment due either to the Contractor or to the Government for all supplies covered by Delivery Orders under which delivery was completed during the preceding Contract Calendar Year. If the adjustment results in an increase in the price(s), the monies shall be obligated at the time of the mailing of the finalized Modification to the Contractor, and the Contractor shall submit the invoice therefor, 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 DISC to the Contractor under this contract or any other contract(s).

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.

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

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

(End of Clause)

ADDENDUM TO FAR 52.212-4 (cont.)**DSCP 52.217-9I16 SURGE OPTION REQUIREMENT (OCT 2001 I196**

(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 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 maximum sustainable delivery rate provided in the attached spreadsheet. Further, no delivery under the exercise of this Surge Option shall be required more than 24 calendar months subsequent to the final scheduled delivery under the contract. Any materials or supplies purchased by the Contractor in anticipation of the exercise of this Surge Option may be purchased by the Government if, during contract performance, the Surge Option is not invoked. 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. Any materials or supplies for which the Government has paid the Contractor, including those paid for with funds representing such Guaranteed Minimum, shall become the property of the Government, to which appropriate Government Property clauses shall apply .

ADDENDUM TO FAR 52.212-4 (cont.)

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)

SURGE ITEMS

NSN	30	60	90	120	150	180	Total
5306-01-266-8668	4	4	4	4	4	4	24
5310-01-047-9467	1	0	0	0	0	0	1
5310-01-051-0826	0	0	130	130	130	130	520
5310-01-051-0827	0	0	133	133	133	133	532
5310-01-051-0828	0	0	260	260	260	260	1040
5310-01-053-9995	0	0	130	130	130	130	520
5310-01-053-9998	0	0	130	130	130	130	520
5310-01-053-9999	0	0	160	160	160	160	640
5310-01-054-0000	0	0	130	130	130	130	520
5310-01-054-0008	0	0	160	160	160	160	640
5310-01-054-0010	0	0	130	130	130	130	520
5310-01-057-6965	0	0	140	140	140	140	560
5310-01-059-6875	0	0	130	130	130	130	520
5310-01-092-9932	22	22	22	22	22	22	132
5325-00-134-3221	6	0	0	0	0	0	6
5325-00-849-4001	96	0	0	0	0	0	96
5325-00-975-0531	12	0	0	0	0	0	12

DLAD 52.211-9005 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR CRITICAL SAFETY ITEMS (APR 2002)

(a) Definitions.

“**Actual manufacturer**” means an individual, activity, or organization that performs the physical fabrication processes that produce the deliverable part or other items of supply for the Government. The actual manufacturer must produce the part in-house. The actual manufacturer may or may not be the design control activity.

“**Approved source**” means a prime contractor or the actual manufacturer(s) cited on the acquisition identification description (AID). It does not include design control activities with no manufacturing capability.

“**Critical safety item**” (CSI) means a part, assembly, installation, or production system with one or more critical characteristics that, if not conforming to the design data or quality requirements, would result in an unsafe condition that could cause loss of, or serious damage to, the end item or major components, loss of control, or serious injury or death to personnel.

“**Design control activity**” means a contractor or Government activity having responsibility for the design of a given part, and for the preparation and currency of engineering drawings and other technical data for that part. The design control activity may or may not be the actual manufacturer.

“**Exact product**” and **alternate product**” are defined in the provision at DLAD 52.217-9002, Conditions for Evaluation and Acceptance of Offers for Part Numbered Items.

ADDENDUM TO FAR 52.212-4 (cont.)

“Prime contractor” means a contractor having responsibility for design control and/or delivery of a system/equipment such as aircraft, engines, ships, tanks, vehicles, guns and missiles, ground communications and electronics systems, and test equipment.

Rebranding means remarking, re-labeling, repackaging, or otherwise obscuring the marking of the approved source cited in the AID (i.e., the prime contractor or actual manufacturer).

(b) The item being acquired is a critical safety item (CSI). Given their vital importance and the catastrophic consequences that can result if they fail, procurement of these items requires the highest standards of oversight and verification.

(c) This clause applies only to offers of “exact product.” Offers of “alternate product” will be evaluated in accordance with the clause at DLAD 52.217-9002. Offerors of Government surplus material must comply with the requirements in the clause at DLAD 52.211-9000 in addition to this clause, and surplus offers will be evaluated in accordance with the provision at DLAD 52.211-9003.

(d) If the Offeror is the prospective awardee and is not currently an approved source cited in the acquisition identification description (AID) on the schedule page of this solicitation, the Offeror will be requested by the Contracting Officer to provide documented evidence prior to the award sufficient to establish that the item being offered is (or will be) the exact item cited in the AID and is (or will be) manufactured by an approved source cited in the AID, modified (if necessary) to conform to any additional requirements set forth in the AID, and is (or will be) manufactured by or under the direction of an approved source cited in the AID. Additionally, if the Offeror manufactures the offered item for an approved source cited in the AID, evidence of approval and acceptance by the approved source will be required. Evidence must include the following at a minimum, plus whatever additional evidence the Contracting Officer determines necessary to sufficiently establish the identity of the item and its manufacturing source:

- (1) If offered item(s) are “not in stock” or “not yet manufactured” –
 - (i) A copy of Offeror’s Request for Quotation to approved source cited in AID; and
 - (ii) An original, hard copy of quotation received by Offeror from approved source cited in AID; or other verifiable documentation of quotation. (If Offeror is unable to provide the documentation to the Contracting Officer prior to award, it must be provided to the Quality Assurance Representative (QAR) for examination at time of source inspection.)
 - (iii) For offers of surplus material, a completed 52.211-9000 with supporting documentation.
- (2) If offered item(s) are “shipped” or “in stock” –
 - (i) A copy of invoice on approved source’s letterhead. (Invoice must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement.); or
 - (ii) A copy of packing slip which accompanied shipment from approved source to offeror. (Packing slip must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement; or
 - (iv) For offers of surplus material, a completed 52.211-9000 with supporting documentation; and
 - (iv) Inventory control records to establish that items Offeror proposes to furnish under current order are still in Offeror’s stock. (This documentation is mandatory and must be provided to Quality Assurance Representative (QAR) for examination prior to award, at Offeror’s discretion.)
- (3) If Offeror is an authorized dealer/distributor, or manufactures the item for an approved source
 - (i) An authorized dealer/distributorship agreement, licensee agreement, or other Type of agreement. (The agreement must specifically identify the exact item, or otherwise ensure that the Offeror is authorized by the approved source to manufacture or distribute the exact item being acquired. If the agreement covers a general product line or is otherwise not product-specific, the Offeror must also furnish additional documentation to address the exact item being acquired (see above); or
 - (ii) Letter from an approved source cited in the AID, specifically identifying Offeror as authorized to distribute or manufacture the exact item cited in the AID for that approved source; or
 - (iii) Other verifiable information (e.g., listing of authorized dealers on official Web page of an approved source) to establish the Offeror’s authority to manufacture or distribute the exact item cited in the AID for an approved source cited in the AID.
- (4) When the Aid specifies a revision number - -
 - (i) Documentation establishing that the offered item was (or will be) made in accordance with

ADDENDUM TO FAR 52.212-4 (cont.)

the revision cited in the AID. (This requirement is considered to have been met when documentation provided by Offeror to satisfy other portions of the clause or solicitation already establishes that offered item was (or will be) made to the revision cited in the AID; or

(ii) Documentation identifying the revision offered and the differences between the revision offered and the revision cited in the AID.

(e) By the submission of this offer, the Offeror represents that -

(1) The item(s) to be provided to the Government - -

(i) Is (or will be) in full compliance with all requirements specified in the solicitation; and

(ii) Is not (or will not be) --

(A) A factory second;

(B) Changed, mutilated, or rebranded;

(C) A manufacturer's overrun;

(D) A rejected item; or

(E) Government surplus material (unless Offeror has complied with clause at DLAD 52.211-9000, Government Surplus Material).

(2) In the event of item failure, Offeror will have access to, and will provide to the Government upon request, all information necessary to trace the item back through the manufacturing process.

Any documentation provided by Offeror will correspond to the exact item(s) that will be furnished to the Government; or Offeror will obtain updated documentation and provide it to the Government (if, for example, Offeror sells item(s) to another Buyer before tender for acceptance).

(f) Failure to provide adequate documentation within the timeframe requested by the Contracting Officer may result in rejection of the offer.

(End of Clause)

DLAD 52.211-9006 CHANGES IN CONTRACTOR STATUS, ITEM ACQUIRED, AND/OR MANUFACTURING/PROCESS
-CRITICAL SAFETY ITEMS (DEC 2001) (IF REQUIRED)

(a) If any changes occur in the Contractor's business status or relationship with the approved source(s) after award of this contract (such as, for example, inability to obtain manufacturing process information; or changes in status authorized dealer/distributor, or in terms of licensing arrangement), the Contractor shall immediately provide notification and documentation of the changes to the Contracting Officer.

(b) The Contractor shall immediately provide to the Contracting Officer notification (and documentation, if available) of any of the following changes the Contractor becomes aware of:

(1) Later revisions to drawings, specifications or standards that differ from the revision cited in the Acquisition Identification description in the (AID) in the contract;

(2) Changes in the manufacturing process;

(3) A change in the approved source's manufacturing location; or

(4) A transfer of manufacturing facilities by the approved source since last manufacture.

(End of Clause)

DLAD 52.211-9007 WITHHOLDING OF MATERIEL REVIEW BOARD (MRB) AUTHORITY - - CRITICAL
SAFETY ITEMS (DEC 2001) (IF REQUIRED)

The item being acquired is a critical safety item. Notwithstanding any other term or condition included in this contract/agreement, Materiel Review Board (MRB) authority is hereby withheld.

(End of Clause)

FAR 52.212-14 DSCP 52.246-9I06 Distribution of Material Inspection and Receiving Report
 (Items 0004 and 0005 only)

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

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: {Contracting Officer shall check as appropriate.}

(1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) **52.219-3**, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

(3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer.) (15 U.S.C. 657a)

(4)(i) **52.219-5**, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994.)

(ii) Alternate I (MAR 1999) of 52.219-5.

(iii) Alternate II (JUNE 2003) of 52.219-5.

(5) (i) **52.219-6**, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(6) (i) **52.219-7**, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7

(7) **52.219-8**, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)).

(8) (i) **52.219-9**, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637 (d)(4)). *[Add Alternate I when using Sealed Bidding procedures. Add Alternate II when subcontracting plans are required at time of initial proposal; generally, this Alternate should be included.]*

Alternate II (OCT 2001) of 52.219-9.

(9) **52.219-14**, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

[Paragraphs 10 through 12 are not applicable to DoD contracts at this time.]

(10)(i) **52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUNE 2003) of 52.219-23

(11) **52.219-25**, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(12) **52.219-26**, Small Disadvantaged Business Participation Program –Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) **52.222-3**, Convict Labor (JUNE 2003) (E.O. 11755).

(14) **52.222-19**, Child Labor - Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

(15) **52.222-21**, Prohibition of Segregated Facilities (FEB 1999).

(16) **52.222-26**, Equal Opportunity (APR 2002) (E.O. 11246).

(17) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(18) **52.222-36**, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

(19) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(20)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C))

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

(24) **52.225-13**, Restriction on Certain Foreign Purchases (OCT 2003) (E.o.s. proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

FAR 52.212-5 (continued)

- ___ (27) **52.232-29**, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f).
- ___ (28) **52.232-30**, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 0 U.S.C. 2307(f).
- X_ (29) **52.232-33**, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (30) **52.232-34**, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332.)
- ___ (31) **52.232-36**, Payment by Third Party MAY (1999)(31 U.S.C. 3332.)
- ___ (32) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- X_ (33)(i) **52.247-64**, Preference for Privately Owned U.S. Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- (ii) Alternate I (APR 1984) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- ___ (1) **52.222-41**, Service Contract Act of 1965, as amended (MAY 1989)(41 U.S.C. 351, et seq.).
- ___ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) **52.222-47**, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989)(41 U.S.C. 351, et seq.).
- (d) *Comptroller General Examination of Record.*

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items or commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) **52.219-8**, Utilization of Small Business Concerns (OCT 2000)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontractor (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

FAR 52.212-5 (continued)

- (ii) **52.222-26**, Equal Opportunity (APR 2002)(E.O. 11246);
 - (iii) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001)(38 U.S.C. 4212);
 - (iv) **52.222-36**, Affirmative Action for Workers with Disabilities (JUNE 1998)(29 U.S.C. 793);
 - (v) **52.222-41**, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*);
 - (vi) **52.247-64**, Preference for Privately-Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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

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

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

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

- 252.205-7000** Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416).
 252.219-7003 Small, Small Disadvantaged Business, and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996) (15 U.S.C. 637).
 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(Jun 1997)(15 U.S.C. 637 note)
 252.225-7001 Buy American Act and Balance of Payment Program (Apr 2003) 41 U.S.C. 10a-10d, E.O. 10582 (Items 0001, 0002, 0003, 0006 and 0030 only)
 252.225-7012 Preference for Certain Domestic Commodities (Feb 2003) (10 U. S. C. 2533a)
 252.225-7014 Preference for Domestic Specialty Metals (Apr 2003)(10 U.S.C. 2533a).
 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (Apr 2003) (10 U.S.C. 2533a).
 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Apr 2003) (Alternate I) (Apr 2003)(10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
 252.225-7021 Trade Agreements (Apr 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)
 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003) (22 U.S.C.2779) (Insert in paragraph (b)(1))
 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Apr 2003) (22 U.S.C. 2755).
 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act-Balance of Payments Program (Apr 2003) (Alternate I)(Apr 2003)(41 U.S.C.10a - 10d and 19 U.S.C. 3301 note)
 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (Apr 2003) (10 U.S.C. 2534(a)(3))
 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
 252.227-7015 Technical Data -- Commercial Items (Nov 1995)(10 U.S.C. 2320).
 252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999) (10 U.S.C. 2321).
 252.232-7003 Electronic Submission of Payment Requests (Mar 2003)(10 U.S.C. 2227)
 252.243-7002 Requests for Equitable Adjustment (Mar 1998)(10 U.S.C. 2410)
 252.247-7023 Transportation of Supplies by Sea (May 2002) (Alternate I) (Mar 2000) (Alternate II) (Mar 2000) (Alternate III) (May 2002) (10 U.S.C. 2631) .
 252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

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

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

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

PR: IDT

NSNS: VARIOUS- SEE PAGES 26 THRU 28

VARIOUS FSC 5306 THRU 5325 ITEMS
DESTINATION: DELIVERY SHALL BE TO ANY DESTINATION WITHIN THE CONTINENTAL UNITED STATES, EXCLUDING ALASKA.

USE SPREADSHEET FOR PRICING – ATTACHMENT A.
PREP FOR DELIVERY: STOCK – SEE ATTACHMENT B WHICH INCLUDES QUP

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

PACKAGING INSTRUCTIONS FOR EACH NSN ARE LISTED ON ATTACHMENT 1B

The following stamp applies to all items and solicitation must be annotated manufacturer and correct Part number, if different.

OFFER BASED ON MANUFACTURER'S NAME:

MFGR'S P/N _____

UNIT PACK APPLIES WHERE POSSIBLE

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0001	5306-01-266-8668 BOLT, MACHINE SHUR-LOK CORP (97393) IRVINE CA P/N-SL50046 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A	122	EA	IPE03 IS083
0002	5310-00-214-6649 NUT SHUR-LOK CORP (97393) IRVINE CA P/N SL40-6	34	EA	IS083
0003	5310-00-289-0241 4407 EA NUT, SELF LOCKING, BARREL SHUR-LOK CORP (97393) SANTA ANA CA PN SL52-3			IPE03 IS083
0004	5310-00-880-5844 NUT, SELF-LOCKING, BARREL LOCKHEED MARTIN CORP (81755) FT WORTH TX P/N C085-9 ACCEPTABLE SOURCES: SPS TECHNOLOGIES INC (56878) SHUR-LOK CORP (97393) ALCOA GLOBAL FASTENERS (92215) 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 81755 C085 REV J	825	EA	IPE03 IS033 IS083
0005	5310-00-927-0082 NUT, SELF LOCKING, BARREL GENERAL DYNAMICS CORP (81755) FT. WORTH, TX. P/N C085-4 ACCEPTABLE SOURCES: SHUR-LOK CORP (97393) ALCOA GLOBAL FASTENERS (92215) SPS TECHNOLOGIES INC (56878) 14153 QAP-EQ002 REV A 81755 C085 REV J DWG P/N -4	5	EA	IPE03 IS033 ID083

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0006	5310-00-928-6327 NUT, PLAIN, ROUND SHUR-LOK CORP (97393) IRVINE, CA P/N SL61N8F IDENTIFY TO	26	EA	IS001 IS083
0007	5310-00-928-9700 NUT, SELF-LOCKING, BARREL LOCKHEED MARTIN CORP (81755) FT WORTH TX P/N C085-5 ACCEPTABLE SOURCES FOR THE ABOVE P/N: SPS TECHNOLOGIES INC (56878) SHUR-LOK CORP (97393) ALCOA GLOBAL FASTENERS (92215) 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 81755 C085 REV J	39	EA	IPE03 IS033 IS083
0008	5310-01-009-6384 NUT SELF-LOCKING BARREL FLOATING SHUR-LOCK CORP (97393) IRVINE CA P/N SL405-10A SPS TECH AERO DIV (ESNA) (56878) JENKINTOWN PA P/N RMLH7940-108 14153 QAP-01075 REV C 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 14153 QAP-EQ003 REV A A COQC IS REQUIRED	232	EA	IPE01 IPE03 IS033 IS083
0009	5310-01-046-4521 NUT, SELF-LOCKING, HEXAGON SOURCE CONTROL DATA U.S. ARMY TANK AUTO COMD (19207)WARREN MI P/N 11668951 APPROVED SOURCES FOR THE ABOVE P/N: INDUSTRIAL NUT CORP (81198) SHUR-LOK CORP (97393) 19207 11668951 REV D 19207 SQAP11668951 REV A	130	EA	IS031 IS083

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0010	5310-01-047-9467 NUT, SELF-LOCKING, BARREL SOURCE CONTROL DATA NORTHROP GRUMMAN CORP (76823) HAWTHORNE CA. P/N 25N127-4 APPROVED SOURCE SHUR-LOK CORP (97393) APPROVED SOURCES MUST MEET LATEST REV OF OEM DRAWING. 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 76823 25N127 REV 14	34	EA	IPE03 IS031 IS083
0011	5310-01-050-6312 NUT, SELF-LOCKING FLARE LOCKHEED MARTIN CORP (81755) FT WORTH, TX P/N C7592A3AA3 ACCEPTABLE SOURCES FOR THE ABOVE P/N HUCK INTL (17446) SHUR-LOK (97393) FASTENER TECHNOLOGY CORP (58794) 81755 C7592 REV Z	103	EA	IS033 IS083
0012	5310-01-051-0824 NUT,SELF-LOCKING,CLINCH LOCKHEED MARTIN CORP,(81755) FT WORTH TX P/N C7592A3A3 SHUR-LOK CORP.(97393) IRVINE CA. P/N SL3469-3A3 HUCK INTL INC. (0HDW7) LAKEWOOD CA. P/N FGD6010L10-A-3 14153 QAP-EQ001 REV B	302	EA	IS001 IS083
0013	5310-01-051-0826 NUT,SELF-LOCKING,FLARE LOCKHEED MARTIN CORP.(81755) FT WORTH TX. P/N C7592A3C1 ACCEPTABLE SOURCE FOR ABOVE P/N HUCK MANUFACTURERCO (0HDW7) FASTENER TECHNOLOGIES (58794) SHUR-LOK CORP (97393) 81755 C7592 REV Y	5369	EA	IS033 IS083

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0014	5310-01-051-0827 NUT,SELF-LOCKING,FLARE LOCKHEED MARTIN CORP.(81755) FT WORTH TX P/N C7592A3C2 ACCEPTABLE SOURCES HUCK MFG CO (OHDW7) FASTENER TECHNOLOGY CORP.(58794) SHUR-LOC CORP (97393) 81755 C7592 REV Y	977	EA	IS033 IS083
0015	5310-01-051-0828 NUT, SELF-LOCKING, FLARE LOCKHEED MARTIN CORP (81755) FT WORTH TX P/N C7592A3F1 ACCEPTABLE SOURCES FOR THE ABOVE P/N SHUR-LOK CORP (97393) FASTENER TECHNOLOGY CORP (58794) HUCK MANUFACTURE CO (0HDW7) 14153 QAP-EQ001 REV B 81755 C7592 REV Y	1684	EA	IS033 IS083
0016	5310-01-053-9994 NUT SELF-LOCKING FLARE LOCKHEED MARTIN CORP DBA (81755) FT WORTH TX P/N C7592A3B4 ACCEPTABLE SOURCE(S) FOR ABOVE P/N: FASTENER TECHNOLOGY (58794) NORTH HOLLYWOOD CA SHUR-LOK CORP (97393) IRVINE CA HUCK INTL INC (0HDW7) TUCSON AZ. 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 81755 C7592 REV Z STD P/N A3B4	810	EA	IPE03 IS033 IS083
0017	5310-01-053-9995 NUT, SELF-LOCKING, CLINCH LOCKHEED MARTIN CORP (81755) FT. WORTH, TX P/N C7592A3C3 ACCEPTABLE SOURCE'S FOR THE ABOVE P/N HUCK INT'L (17446) SHUR-LOK CORP (97393) FASTENER TECHNOLOGY CORP (58794) 14153 QAP-EQ001 REV B 81755 C7592 REV Y	785	EA	IS033 IS083

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ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0018	5310-01-053-9998 NUT SELF-LOCKING,FLARE,CAPTIVE,FLOATING LOCKHEED MARTIN CORP (81755) FT WORTH TX. P/N C7592A3D3 ACCEPTABLE SOURCE FOR THE ABOVE P/N FASTENER TECHNOLOGY CORP (58794) SHUR-LOCK CORP (97393) HUCK INTL INC (0HDW7) 14153 QAP-EQ001 REV B 81755 C7592 REV Z STD P/N A3D3	1590	EA	IS033 IS083
0019	5310-01-053-9999 NUT, SELF-LOCKING FLARE LOCKHEED MARTIN CORP (81755) FT WORTH, TX P/N C7592A3E2 ACCEPTABLE SOURCES FOR THE ABOVE P/N HUCK INT'L CORP (0HDW7) SHUR-LOK CORP (97393) FASTENER TECHNOLOGY CORP (58794) ACCEPTABLE SOURCES MUST MEET LATEST REV OF OEM DRAWING. 14153 QAP-EQ001 REV B 81755 C7592 REV Z P/N A3E2	690	EA	IS033 IS083
0020	5310-01-054-0000 NUT, SELF-LOCKING LOCKHEED MARTIN CORP (81755) FT WORTH TX P/N C7592A3G1 ACCEPTABLE SOURCE SHUR-LOCK (97393) FASTENER TECHNOLOGY CORP (58794) HUCK MFG (0HDW7) 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 81755 C7592 REV Y	2087	EA	IPE03 IS033 IS083

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ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0021	5310-01-054-0008 NUT,SELF-LOCKING,SPLINE LOCKHEED MARTIN CORP (81755) FORT WORTH TX P/N C7592A3D1 ACCEPTABLE SOURCES FOR THE ABOVE PART NUMBER: HUCK INTERNATIONAL (17446) CARSON CA SHUR-LOK CORP (97393) IRVINE CA FASTENER TECHNOLOGY CORP (58794) N HOLLYWOOD CA 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 81755 C7592 REV Y	1228	EA	IS083
0022	5310-01-054-0010 NUT SELF-LOCKING SPLINE GENERAL DYNAMICS CORP (81755) P/N C7592A3K1 ACCEPTABLE SOURCES SHUR-LOK CORP (97393) HUCK INTL INC (0HDW7) FASTENER TECHNOLOGIES CORP (58794) 81755 C7592 REV Y	840	EA	IS033 IS083
0023	5310-01-054-1236 NUT, SELF-LOCKING LOCKHEED MARTIN CORP (81755) FT WORTH TX P/N C7592A3B3 ACCEPTABLE SOURCES FOR THE ABOVE P/N HUCK INTL CORP (0HDW7) SHUR-LOK CORP (97393) FASTENER TECHNOLOGY CORP (58794) 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 81755 C7592 REV Y	869	EA	IPE03 IS033 IS083
0024	5310-01-057-6965 NUT, SELF-LOCKING FLARE GENERAL DYNAMICS CORP (81755) FT WORTH TX P/N C7592A3E1 ACCEPTABLE SOURCES FOR THE ABOVE P/N HUCK MANUFACTURING (0HDW7) FASTENER TECHNOLOGY CORP (58794) SHUR-LOK CORP (97393) 81755 C7592 REV Y	470	EA	IS033 IS083

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ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0025	5310-01-059-6875 NUT, SELF-LOCKING, SPLINE GENERAL DYNAMICS CORP (81755) FT. WORTH, TX. P/N C7592A3AA-1 ACCEPTABLE SOURCES: HUCK INTERNATIONAL (0HDW7) SHUR-LOK CORP (97393) FASTENERS TECHNOLOGIES CORP (58794) 81755 C7592 REV Z	1032	EA	IS033 IS083
0026	5310-01-092-9932 NUT, SELF-LOCKING, BARREL SPECIFICATION CONTROL DATA LOCKHEED MARTIN CORP (81755) FT WORTH, TX. P/N C085-7 ACCEPTABLE SOURCES FOR THE ABOVE P/N SHUR-LOC (97393) SPS TECHNOLOGIES (56878) ALCOA GLOBAL FASTENERS(92215) HARVARD INDUSTRIES INC (72962) 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 81755 C085 REV J	69	EA	IS033 IS083
0027	5310-01-106-1148 NUT, SELF-LOCKING, BARREL SPS TECHNOLOGIES (56878) JENKINTOWN PA P/N F2752-126 BRISTOL INDUSTRIES (27238) BREA CA P/N BFN00941X12 SHUR-LOK CORP (97393) IRVINE CA P/N SL40A12 OR P/N SL4095-12 KAYNAR TECHNOLOGIES (15653) FULLERTON CA P/N F54629-12 IDENTIFY TO	3743	EA	IS001 IS083

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ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0028	5310-01-139-6791 NUT SELF-LOCKING ROUND SOURCE CONTROL DATA GOODRICH CORP (99551) ROME NY. P/N 2493734 APPROVED SOURCE(S) CENTURY FASTENERS CORP (06641) FLUSHING NY SHUR-LOK CORP (97393) IRVINE CA IDENTIFY TO 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A	48	EA	IPE03 IS001 IS031 IS083
0029	5310-01-171-6727 NUT SELF-LOCKING FL LOCKHEED MARTIN CORP (81755) FT WORTH, TX P/N C7592A3AA4 ACCEPTABLE SOURCES FOR THE ABOVE P/N HUCK INTL INC (0HDW7) FASTENER TECHNOLOGY CORP (58794) SHUR-LOK CORP (97393) IRVINE, CA 81755 C7592 REV Y	70	EA	IS031 IS083
0030	5310-01-231-3868 WASHER,KEY SHUR-LOK CORP.(97393) IRVINE CA P/N SLW7080-7P	50	EA	IS083
0031	5310-01-260-9845 NUT, SELF-LOCKING, SPECIAL GENERAL DYNAMIC CORP (81755) FT. WORTH, TX P/N C7592A3AA2 ACCEPTABLE SOURCE(S) FOR THE ABOVE P/N SHUR-LOK CORP (97393) DEUTSCH FASTENERS CORP (08524) ACCEPTABLE SOURCE(S) MUST MEET LATEST REVISION OF GENERAL DYNAMICS STANDARD. 81755 C7592 REV U STD P/N A3AA2	159	EA	IS083

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ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0032	5310-01-294-9438 NUT,SELF-LOCKING,SPLINE LOCKHEED MARTIN CORP.(81755) FT WORTH TX P/N C7592A3L2 ACCEPTABLE SOURCE FOR ABOVE P/N HUCK INTL INC.(97928) SHUR-LOK CORP (97393) FASTENER TECHNOLOGY (58794) 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 81755 C7592 REV Y DWG P/N A3L2	354	EA	IPE03 IS033 IS083
0033	5310-01-381-0971 NUT, SELF-LOCKING, ROUND "SOURCE CONTROL" UNITED TECH INC (77445) E. HARTFORD CT. P/N 2194425 APPROVED SOURCE: SHUR-LOK CORP (97393) 77445 2194425 REV A	241	EA	IS031 IS083
0034	5310-01-442-1788 NUT SELF-LOCKING ROUND "SOURCE CONTROL DATA" UNITED TECH PRATT & WHITNEY ACFT (77445)E. HARTFORD CT P/N 2196117 APPROVED SOURCE(S) FOR ABOVE SOURCE CONTROL P/N: SHUR-LOK CORP (97393) IRVINE CA 77445 2196117 REV C	264	EA	IS031 IS083
0035	5315-01-196-4988 PIN, EXPANDING GRIP RAYTHEON TECH SERVICES (3B150) EL PASO, TX P/N G210244-2 SHUR-LOK (97393) IRVINE, CA P/N SL54086-202	25	EA	IS083

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ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0036	5315-01-467-3351 PIN,EXPANDING GRIP LOCKHEED MARTIN CORP.(81755) FT WORTH TX P/N C9624-1 ACCEPTABLE SOURCES FOR THE ABOVE P/N AVIBANK MFG INC (84256) N. HOLLYWOOD CA MONOGRAM AEROSPACE FASTENERS (98524) LOS ANGELES CA SHUR-LOK CORP (97393) IRVINE CA IDENTIFY TO: 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 81755 C9624 REV W	161	EA	IPE03 IS001 IS033 IS083
0037	5325-00-073-6297 INSERT,MOLDED IN REXNORD INC (29372) TORRANCE, CA P/N 495SF832-06-1 SHUR-LOK CORP (97393) IRVINE CA P/N SL2052-08-3	269	EA	IS083
0038	5325-00-073-6298 INSERT,PANEL FASTENER BELL HELI TEXTRON INC (97499) FT WORTH TX P/N 80-005-2-6 ACCEPTABLE SOURCES FOR THE ABOVE PN ALCOA GLOBAL FASTENERS (83324) SANTA ANA CA SHUR LOK CORP (97393) IRVINE CA 14153 QAP-EQ001 REV B 97499 80-005 REV V	335	EA	IS033 IS083
0039	5325-00-134-3221 INSERT, PANEL FASTENER BELL HELI TEXTRON INC (97499) HURST TX P/N 80-005-3-12 ACCEPTABLE SOURCE FOR THE ABOVE P/N SHUR-LOK CORP (97393) IRVINE, CA ALCOA GLOBAL FASTENERS (83324 TORRANCE, CA THE YOUNG ENGINEERS INC (56958) LAKE F0REST, CA 97499 80-005 REV V	45	EA	IS033 IS083

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ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0040	5325-00-404-5681 INSERT SELF LOCKING BELL HELICOPTER (97499) FT WORTH TX P/N 80-005-1-12 ACCEPTABLE SOURCES FOR THE ABOVE P/N ALCOA GLOBAL FASTENERS (29372) SHUR-LOK (97393) 97499 80-005 REV V	182	EA	IS033 IS083
0041	5325-00-404-5682 INSERT,PANEL FASTENER BELL HELICOPTER TEXTRON INC.(97499) HURST, TX P/N 80-005-3-8 ACCEPTABLE SOURCES FOR THE ABOVE PN SHUR-LOK CORP.(97393)IRVINE,CA. ALCOA GLOBAL FASTENERS (29372) TORRANCE, CA 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 97499 80-005 REV V	817	EA	IPE03 IS033 IS083
0042	5325-00-768-8504 INSERT, SCREW THREAD U S ARMY AVIATION & MISSILE CMD (18876) HUNTSVILLE, AL P/N 9172016 (DWG 9062782) ACCEPTABLE SOURCE FOR ABOVE P/N SHUR-LOK CORP (97393) SANTA ANA CA P/N SL2-10350-C IDENTIFY TO 18876 9062782 REV E DWG P/N 9172016	1674	EA	IS001 IS033 IS083
0043	5325-00-817-2378 INSERT, SCREW THREAD SOURCE CONTROL DATA US ARMY MISSILE CMD (18876) REDSTONE ARSENAL, AL P/N 9062781 ACCEPTABLE SOURCES SHUR-LOK CORP (97393) IDENTIFY TO: 14153 QAP-EQ001 REV B 14153 QAP-EQ002 REV A 18876 9062781 REV B	206	EA	IS001 IS083

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ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0044	5325-00-821-8634 INSERT,PANEL FASTENER BELL HELICOPTER CO (97499) FT WORTH,TX P/N 80-004-1-6 ACCEPTABLE SOURCES FOR ABOVE PN ALCOA GLOBAL FASTENERS (29372) TORRANCE CA SHUR-LOK CORP (97393) IRVINE CA IDENTIFY TO 14153 QAP-EQ001 REV B 97499 80-004 REV P	152	EA	IS001 IS033 IS083
0045	5325-00-849-4001 INSERT PANEL FASTENER REXNORD INC (83324) SANTA ANA CA P/N 495SF1032-08-1 SHUR-LOK CORP (97393) IRVINE CA P/N SL2052-3-4	1099	EA	IS083
0046	5325-00-975-0531 INSERT, PANEL FASTENER BELL HELI TEXTRON INC (97499) FT WORTH TX P/N 80-004-2-8 ACCEPTABLE SOURCES FOR THE ABOVE PN ALCOA GLOBAL FASTENERS (83324) TORRANCE CA SHUR LOK CORP (97393) IRVINE CA IDENTIFY TO 97499 80-004 REV P	1077	EA	IS001 IS033 IS083
0047	5325-01-025-0579 FASTENER, PANEL BELL HELI TEXTRON DIV (97499) FT WORTH, TX P/N 80-004-2C12 ACCEPTABLE SOURCES FOR THE ABOVE P/N: ALCOA GLOBAL FASTENERS (83324) TORRANCE, CA SHUR-LOK CORP (97393) IRVINE, CA 97499 80-004 REV P	239	EA	IS033 IS083
0048	5325-01-200-2358 INSERT,PANEL FASTENER BELL HELICOPTER INC (97499) FT WORTH TX PN 80-005-2B16 ACCEPTABLE SOURCES FOR THE ABOVE PN SHUR-LOK CORP (97393) IRVINE CA 97499 80-005 REV P	25	EA	IS033 IS083

CONTINUATION SHEET

ITEM NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0049	5325-01-260-5933 INSERT,PANEL FASTEN BELL HELICOPTER TEXTRON INC 97499 FT WORTH TX P/N 80-004-2-4 ACCEPTABLE SOURCES REXNORD INC (29372) SHUR LOK CORP (97393) IDENTIFY TO 97499 80-004 REV P	18	EA	IS001 IS033 IS083
0050	5325-01-346-4576 INSERT, SCREW THREAD DEPT OF ARMY (18876) REDSTONE ARSENAL AL P/N 10105741-2 APPROVED SOURCE FOR ABOVE P/N: SHUR-LOCK CORP (97393) IRVINE, CA IDENTIFY TO 14153 QAP-EQ001 REV B 18876 10105741 REV A P/N -2	2173	EA	IS001 IS033 IS083
0051	5325-01-371-7918 INSERT, SCREW THREAD AEL DEFENSE CORP (8B676) WALL TOWNSHIP NJ P/N CSK-9-03066-3 SHUR-LOK CORP (97393) IRVINE CA P/N SL2334-3D4	60	EA	IS041 IS083

TECHNICAL TABLES**IS001:**

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

IS003:

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

IS031:

OFFERORS NOT CITED AS APPROVED SOURCES IN THE PROCUREMENT ITEM DESCRIPTION ARE REQUIRED TO OBTAIN SOURCE APPROVAL FROM THE OEM. A COPY OF THE SOURCE APPROVAL REQUEST/TECHNICAL DATA PACKAGE OR CERTIFICATION OF PRIOR APPROVAL MUST ALSO BE SUBMITTED TO DSCP WITH THE OFFER.

IS033:

OFFERORS NOT CITED AS ACCEPTABLE SOURCES IN THE PROCUREMENT ITEM DESCRIPTION ARE REQUIRED TO OBTAIN SOURCE APPROVAL FROM THE DESIGN CONTROL ACTIVITY. SOURCE APPROVAL REQUESTS/ TECHNICAL DATA PACKAGES MUST BE SUBMITTED TO DSCP WITH THE OFFER.

IS041'

THIS ITEM DOES NOT REQUIRE THE USE OF CLASS I OZONE DEPLETING SUBSTANCES PER DLA MEETING, 3-4 AUG 93, SUBJECT: DLA TECHNICAL/STANDARDIZATION MEETING ON AUTHORITY TO IMPROVE CUSTOMER SUPPORT

IS046:

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

IPE01:

QAP EQ003 APPLIES

IPE03:

CRITICAL ITEM - SOURCE INSPECTION REQUIRED.

IQ024

THIS A SAFETY CRITICAL ITEM MANDATORY PVT PER QAP 01075 THE FOLLOWING REQUIREMENTS APPLY: EXTERNAL THREADS WILL BE INSPECTED FOR DIMENSIONAL CONFORMANCE IN ACCORDANCE WITH SYSTEM 23 OF FED-STD-H28/20. THIS EXCLUDES ROD END BEARINGS WHICH MAY BE GAGED USING SYSTEM 22. WIRE ROPE TERMINAL STUDS, ROD END CLEVIS' AND ALL NAILS, KEYS OR PINS (FSC 5315) MAY BE INSPECTED USING SYSTEM 21 OF FED-STD-H28/20. ALL PARTS WILL BE SUBJECTED TO 100% NONDESTRUCTIVE TESTING IN ACCORDANCE WITH ASTM E1444 (FOR MAGNETIC PARTS) OR LIQUID PENETRANT IN ACCORDANCE WITH ASTM E1417 (FOR NON-MAGNETIC PARTS). ANY PARTS HAVING INDICATIONS OF CRACKS SHALL BE REJECTED. DESTRUCTIVE TESTING SHALL BE PERFORMED AS SPECIFIED BY THE PROCUREMENT SPECIFICATION, DRAWING, STANDARD OR DESIGN MANUFACTURER'S REQUIREMENTS.

IQ041

ALL CLASS 3A AND 3B THREADS WILL BE INSPECTED FOR DIMENSIONAL CONFORMANCE IN ACCORDANCE WITH SYSTEM 22 OF FED-STD-H28/20. THIS EXCLUDES SELF-LOCKING NUTS, INTERNAL THREADS SMALLER THAN .190 INCH DIA AND EXTERNAL THREADS SMALLER THAN .138 INCH DIA

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

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

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

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

(c) *Period for Acceptance of Offers.*

The offeror agrees to hold the prices in its offer firm for 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 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 Through the DoDSSP Internet site at <http://dodssp.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 all offers exceeding \$25,000 and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

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

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.
XX **Faxed offers are authorized for this solicitation.**

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

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

- Period of acceptance is 90 days.

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

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

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

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

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

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

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

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

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

(a) 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

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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.

(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.

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

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

DSCP 52.216-9I26 ELECTRONIC DATA INTERCHANGE (EDI)(JUL 1998) K054

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

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

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

DSCP 52.217-9I17 SUBMISSION OF SURGE/SUSTAINMENT PLAN (NOV 2000) L071

(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 is the offeror's responsibility to ensure that all required information is provided.

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

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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.

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

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

A listing of surge items, quantities and delivery time frames can be found at <http://www.dscp.dla.mil/gi/general/scp.htm/>. This listing is included herein and will be reassessed by the government periodically, with any updates being relayed to the contractor within 3 calendar days.

(End of Provision)

DSCP 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.

CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS (JUL 2002) - DLAD

(a) The product described in the acquisition identification description (AID) of this solicitation is that product which the Government has determined to be acceptable. All Offerors shall indicate below, or through an alternative means in an electronic quoting system, whether they are offering an "exact product," an "alternate product" (which includes a "previously reverse-engineered product"), a "superceding part number," or a "previously-approved product;" and shall furnish the data required for whichever is applicable. (To determine which type of product to indicate, Offerors must refer to the criteria in subparagraphs (b)-(e) of this provision, respectively.) Any product offered must be either a product cited in the AID; or be physically, mechanically, electrically, and functionally interchangeable with a product cited in the AID, including additional requirements referred to in the AID, if any.

- Exact Product – Applies to CLIN(s):
- ○ Alternate/Previously Reverse-Engineered Product – Applies to CLIN(s):
- ○ Superceding Part Number – Applies to CLIN(s):
- ○ Previously-Approved Product – Applies to CLIN(s):

(b) "Exact product."

(1) "Exact product" means a product described by the name of an approved source and its corresponding part number, as currently cited in the AID; modified (if necessary) to conform to any additional requirements set forth in the AID; and manufactured by, or under the direction of, that approved source. If an Offeror indicates that an "exact product" is being offered, the Offeror must meet one of the descriptions in subparagraphs (i)-(iv) below. (Any Offeror not meeting one of these descriptions is not considered to be offering "exact product;" even though the item may be manufactured in accordance with the drawings and/or specifications of an approved source currently cited in the AID.)

(i) An approved source currently cited in the AID offering its corresponding part number as cited in the AID;

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(ii) A dealer/distributor offering the product of an approved source that meets the description in subparagraph (i) above;

(iii) A manufacturer who (A) produces the offered item under the direction of an approved source currently cited in the AID; and (B) has authorization from that approved source to manufacture the item, identify it as that approved source's name and part number, and sell the item directly to the Government. If requested by the Contracting Officer, the Offeror/Contractor must provide documentation to demonstrate such authorization.

(iv) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (iii) above. If requested by the Contracting Officer, the Offeror/Contractor must provide documentation that demonstrates such authorization.

(2) When the AID identifies the item being acquired as a critical safety item (CSI), offers of exact product will be evaluated in accordance with 52.211-9005.

(c) "Alternate product."

(1) The Offeror must indicate that an "alternate product" is being offered if the Offeror is any one of the following:

(i) An Offeror who (A) manufactures the item for an approved source currently cited in the AID; and (B) does not have authorization from that approved source to manufacture the item, identify it as the approved source part number, and sell the item directly to the Government;

(ii) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (i) above;

(iii) An Offeror of a previously reverse-engineered product that is not currently cited in the AID; or

(iv) Any other Offeror who does not meet the criteria in subparagraphs (b)(1), (d), or (e) of this provision.

(3) If an alternate product is offered, the Offeror shall furnish with its offer legible copies of all drawings, specifications, or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted shall cover design, materials, performance, function, interchangeability, inspection and/or testing criteria, and other characteristics of the offered product. If the offered product is to be manufactured in accordance with data the Offeror has obtained from elsewhere within the Government, the Offeror shall either furnish the detailed data specified in this paragraph, or supply a description of the data package in its possession; i.e., basic data document and revision, the date the data was obtained and from whom (Government agency/activity). If the Offeror does not furnish the detailed data with its offer, the Contracting Officer will be unable to begin evaluation of the offered product until such time as the detailed data can be obtained from the Government agency/activity possessing the data. If the alternate product is a previously reverse-engineered product, the Offeror shall provide: traceability documentation to establish that the offered item represents the item specified in the AID (i.e., invoice from an approved source or submission of samples having markings of an approved source); number of samples that were examined; the process/logic used; raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item; any additional evidence that indicates the reverse-engineered item will function properly in the end item; and any evidence that life cycle/reliability considerations have been analyzed.

(4) In addition, the Offeror may be required to furnish data describing the "exact product" cited in the AID. The data required from the Offeror depends on the level of technical data describing the exact product, if any, available to the Government. The possible levels of technical data the Government may have and the corresponding data submission requirements for Offerors are identified in subparagraphs (a)-(d) below. For the item(s) being acquired under this solicitation, the level of data in the Government's possession and the corresponding requirements for data submission are identified in the AID; or, if not specified in the AID, are as follows: (a) **Exact Product for Items 0001 thru 0051 as applicable, if AID does not identify**. (If the level of data in the Government's possession and Offeror requirements for data submission are not identified in either the AID or in this subparagraph (c)(3), then subparagraph (a) below applies.)

No data: This Agency has no data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the AID, sufficient to establish that the Offeror's product is equal to the product cited in the AID.

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(b) Adequate proprietary (i.e., limited rights) data: This Agency possesses adequate drawings and/or specifications for the exact product as cited in the AID, but such data are proprietary (i.e., limited rights) and shall be used only for evaluation purposes. The Offeror must furnish the data required in subparagraph (c)(2) of this provision, but is not required to submit data on the exact product.

(c) Inadequate data: This Agency does not have adequate data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the AID, sufficient to establish that the Offeror's product is equal to the product cited in the AID.

(d) Adequate catalog data: This is a commercial off-the-shelf item. Adequate catalog data are available at the contracting office to evaluate alternate offers. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish with its offer a commercially-acceptable cross reference list; or legible copies of all drawings, specifications or other data necessary to clearly describe the characteristics and features of the alternate product being offered, sufficient to establish that the Offeror's product is equal to the product cited in the AID. The Offeror is not required to submit data on the exact product.

(5) Except for indefinite delivery purchase orders (IDPOs), if this solicitation is automated (i.e., if the solicitation number begins with SPE; or begins with SP0 and contains "T" or "U" in the ninth position of the procurement instrument identification number (PIIN)), the Contracting Officer will not evaluate offers of alternate product (which includes offers of previously reverse-engineered product) for the current procurement. Instead, the Offeror shall submit a request to the location below for evaluation of the alternate product's technical acceptability for future procurements of the same item. The request for evaluation shall cite the National Stock Number (NSN) of the exact product and, as identified in this provision, include the applicable level of technical data on the alternate and exact products. All offers of alternate product will be handled in accordance with DLAD 17.7501(b)(4).

(i) For solicitation numbers beginning with SPE7 or SPE9; or beginning with SP0 and containing "T" or "U" in the ninth position of the PIIN:

*Defense Supply Center Columbus
Directorate of Procurement
Alternate Offer Monitor, DSCC-PCA
3990 East Broad Street
Columbus, OH 43216-5000*

(ii) For solicitation numbers beginning with SPE4; or beginning with SP0 and containing "T" or "U" in the ninth position of the PIIN:

*Defense Supply Center Richmond
Office of the Competition Advocate
ATTN: DSCR-DU
8000 Jefferson Davis Highway
Richmond, VA 23297-5100*

(iii) For solicitation numbers beginning with SPE5; or beginning with SP0 and containing "T" or "U" in the ninth position of the PIIN:

*Defense Supply Center Philadelphia
Office of the Competition Advocate/General & Industrial
DSCP-PI
700 Robbins Avenue
Philadelphia, PA 19111-5096*

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(d) *“Superseding part number.”*

(1) *The Offeror must indicate that a “superseding part number” is being offered if the offered item otherwise qualifies as an “exact product,” except that the part number cited in the AID has been superseded. The Offeror may be requested to furnish data, or provide confirmation through some other means, sufficient to establish that there are no changes in the configuration of the part. However, if such data are unavailable, the Offeror may be required to furnish technical data as required in paragraph (c) for “alternate products.” (If such data indicate there have been changes in the configuration of the part, the offered item must be identified as an “alternate product.”)*

(2) *For solicitation numbers beginning with SPE, any data to be furnished with an offer of a “superseding part number” should be mailed to the buyer at the procuring activity address on the solicitation. (Uploading the information with the quotation, or including it in the “Remarks” section, will make the offer a “bid with exception,” causing it not to be evaluated.)*

(e) *“Previously-approved product.”*

(1) *If the product offered has previously been furnished to the Government or otherwise previously evaluated and approved, the Offeror shall indicate in the space provided below, or through an alternative means in an electronic quoting system, the contract and/or solicitation number under which the product was furnished or approved.*

CLIN NR (s) _____ have been previously furnished or evaluated and approved under contract/solicitation number _____.

(2) *If the product was furnished or evaluated and approved by a contracting activity different from the one issuing this solicitation, Offerors are advised that the Contracting Officer may not have access to records of another activity or other information sufficient to reasonably determine the offered product’s acceptability. Therefore, in order to ensure that adequate data is available for evaluation, Offerors may elect to furnish with their offer the information requested by subparagraph (b) or (c) of this provision, whichever is applicable for the offered product. Offerors are advised that if the additional data is not furnished, the Government may not be able to evaluate the offer. (For solicitation numbers beginning with SPE, the information should be mailed to the buyer at the procuring activity address on the solicitation. Uploading the information with the quotation, or including it in the “Remarks” section, will make the offer a “bid with exception,” causing it not to be evaluated.)*

(f) *For all types of offers (“exact product,” “alternate product,” “superseding part number,” or “previously-approved product”), Offerors shall provide the Contractor and Government Entity (CAGE) Code of the manufacturer and the part number being offered for each item in the solicitation.*

(g) *Failure to furnish adequate data and/or information as prescribed in subparagraph (b), (c), (d) or (e) of this provision (when required for the current procurement) within 10 business days or less, or as otherwise required by the Contracting Officer or elsewhere in this solicitation, may preclude consideration of the offer. For automated procurements, it is the responsibility of the Offeror when offering a “superseding part number” or a “previously-approved part number” to ensure that supporting documentation arrives at the contracting activity within 2 business days after the data is requested, or the offer may not be considered. The Agency will make every effort to determine, prior to award, the acceptability of the products offered which meet the dollar savings threshold shown below, and/or which have a reasonable chance to receive an award based on price offered. Generally, the Agency will not evaluate alternate offers not meeting the dollar threshold. The savings potential is based on the cost of evaluation (\$200.00 if only a local technical evaluation is involved, plus an additional \$1,200.00 for each required Engineering Support Activity evaluation). If the Agency determines that an evaluation cannot be completed before the expected contract award date due to urgent requirements for the item, alternate offers will not be considered for the current procurement. Instead, they will be evaluated for technical acceptability for future procurements of the same item, if adequate data is submitted and savings potentials are expected, as stipulated above. For alternate offers not evaluated, the Offeror’s complete technical data package will be returned.*

(h) *If Offerors desire to restrict the Government’s use of data submitted for evaluation, the data must bear the appropriate legends as prescribed by FAR 52.215-1(e). In the event an award is made to an Offeror*

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submitting data without the appropriate legend, the Government will have unlimited rights to its use as defined in DFARS 252.227-7013.

(i) It is the Government that determines if the documentation or other evidence furnished by an Offeror is adequate to satisfy the requirements in this provision. If the Contracting Officer requests evidence from a Contractor who received an award resulting from this solicitation, and the Contracting Officer subsequently finds the evidence to be unacceptable, the award may be cancelled.

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

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

LOT _____
 ITEM _____ **ITEM _0001 thru 0051**
 SUB-ITEM _____

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

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

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

(End of provision)

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 FAR DEVIATIONS: <http://www.dla.mil/j-3/j-336>;
 DSCP: http://www.dscp.dla.mil/contract/dgpa/Part52_Interface.doc

DSCP 52.209-9I02 RESPONSIBILITY OF OFFERORS (FEB 1970) L005
 DSCP 52.211-9I10 Notice of Priority Rating for National Defense Use – Indefinite Delivery Contracts (JUL 1997) L071
 DSCP 252.214-9I08 Hand Carried Offers (MAY 2001)
 DSCP 252.215-9I08 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 technical (i.e.; non-price) listed in descending order of importance, shall be used to evaluate offers:

(1) Past Performance

Technical factors are:

- () Significantly more important than cost or price
- (X) Essentially equal to cost and price
- () Significantly less important than cost or price

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced.

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

(End of Provision)

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

(a) 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) ABVS 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

ADDENDUM TO FAR 52.212-2**52.217-9I04 EVALUATION OF OPTIONS WITH EPA (JUL 1992) DSCP**

Evaluation procedures for Option provisions utilizing an Economic Price Adjustment are contained in DSCP 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 52.217-9I18 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 the Addendum to FAR 52.212-1 of this solicitation.

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 Addendum to FAR 52.212-4

With respect to items all bids (offers) are invited only on the basis of F.O.B. destination.

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

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

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

“Forced or indentured child labor” means all work or service-

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

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

“Service-disabled veteran-owned small business concern”---

(3) 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.

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

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

“Veteran-owned small business concern” means a small business concern---

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

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

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

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(d) *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:

Solicitation Number: _____

Page ___ of ___

FAR 52.212-3 (continued)

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

Offeror is an agency or instrumentality of a foreign government;

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

(4) *Type of Organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax exempt);

Government entity (Federal, State, or local);

Foreign government

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common Parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____

TIN _____

(e) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, or its outlying areas. Check all that apply.

(1) *Small business concern.*

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

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

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

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

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

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold (i.e. \$100,000.00).

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

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

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

Solicitation Number: _____

Page ___ of ___

FAR 52.212-3 (continued)

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

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

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

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

(Check one of the following):

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

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

(i) General. The offeror represents that either -

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

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

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that –

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

Solicitation Number: _____

Page ___ of ___

FAR 52.212-3 (continued)

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

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

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

(1) *Previous Contracts and Compliance.* The offeror represents that--

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

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

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

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

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

(a) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies Only if the contract is expected to exceed \$100,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

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

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

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

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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

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

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

FAR 52.212-3 (continued)

(1) Listed end products.
 Listed End Product Listed Countries of Origin

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

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

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

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

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

- Black American
- Hispanic American
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Somoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

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

ADDENDUM TO FAR 52.212-3

**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
_____	_____
_____	_____
_____	_____

(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
_____	_____
_____	_____
_____	_____

ADDENDUM TO FAR 52.212-3

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.

(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)

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;

ADDENDUM TO FAR 52.212-3

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

(a) *Definitions.*

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

(b) *Evaluation.*

The Government -

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

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

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

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

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

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

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

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

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

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

**** APPLIES TO ITEMS 001, 0002, 0003, 0006, AND 0030**

DFARS 252.225-7020 TRADE AGREEMENTS CERTIFICATE (APR 2003)

(a) *Definitions.* “Caribbean Basin country end product”, “designated country 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 Trade Agreements clause of this solicitation.

(b) *Evaluation.* The Government -

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

(2) Will consider only offers of end products that are U.S.- made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products, unless the Government determines that -

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government’s requirements; or

(iii) a national interest exception to the Trade Agreements Act applies.

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

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) if this provision, is a U.S.-made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end product.

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

_____ (insert line item number) _____ (insert country of origin)

following supplies are other nondesignated country end products:

(Line Item Number) (Country of Origin)

(End of provision)

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).

**DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS –COMMERCIAL ITEMS (NOV 95)
(CONT)**

(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 (JUN 2001)

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

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

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

{Other Required Certifications}