

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

1. REQUISITION NUMBER: IDT03083005120  
 PAGE 1 OF 74  
 2. CONTRACT NO.:  
 3. AWARD/EFFECTIVE DATE:  
 4. ORDER NUMBER:  
 5. SOLICITATION NUMBER: SP0560-03-R-0123  
 6. SOLICITATION ISSUE DATE: 05/22/03

7. FOR SOLICITATION INFORMATION CALL:  a. NAME: Carol Sands  
 b. TELEPHONE NUMBER (No collect calls): 215-737-3013  
 8. OFFER DUE DATE/LOCAL TIME: 06/23/03

9. ISSUED BY: Defense Supply Center Philadelphia  
 700 Robbins Ave  
 Philadelphia, PA 19111  
 Carol Sands (215)737-3013 Fax (215)737-2010  
 Email: Carol.Sands@dla.mil  
 CODE: SP0500  
 10. THIS ACQUISITION IS:  
 UNRESTRICTED  
 SET ASIDE: 100 % FOR  
 SMALL BUSINESS  
 SMALL DISADV. BUSINESS  
 8(A)  
 SIC: NAICS 332510  
 SIZE STANDARD: 500  
 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED:  
 SEE SCHEDULE  
 13b. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
 12. DISCOUNT TERMS:  
 13b. RATES to be shown on Each Delivery  
 14. THIS ACQUISITION IS:  
 RFD  IFB  RFP

15. DELIVER TO: To be specified on each delivery order  
 CODE:  
 16. ADMINISTERED BY: CODE:

17a. CONTRACTOR/OFFEROR: CODE: FACILITY CODE:  
 18a. PAYMENT WILL BE MADE BY: CODE:  
 TELEPHONE NO.:

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
ALL	Bracket, Angles – Each NSN, Quantity Drawing #, and Packaging Requirements Can be found on the website listed on Page 7 Request for DC-ROM of data see Page 8 <i>(Attach Additional Sheets as Necessary)</i>				

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

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-9 AND 52.212-5 ARE ATTACHED. ADDENDA ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE  ARE NOT ATTACHED.

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

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

32a. QUANTITY IN COLUMN 21 HAS BEEN:  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED  
 33. SHIP NUMBER: PARTIAL / FINAL  
 34. VOUCHER NUMBER  
 35. AMOUNT VERIFIED CORRECT FOR  
 36. PAYMENT:  COMPLETE  PARTIAL  FINAL  
 37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE  
 32c. DATE SIGNED  
 38. S/R ACCOUNT NUMBER  
 39. S/R VOUCHER NUMBER  
 40. PAID BY  
 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT  
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER  
 41c. DATE SIGNED  
 42a. RECEIVED BY (Print)  
 42b. RECEIVED AT (Location)  
 42c. DATE REC'D (YY/MM/DD)

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SOLICITATION SP0560-03-R-0123**

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Items

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

**1. Block 8**

Offer Due Date/Local Time: 2003 JUNE 23 1:00pm

**2. Block 9 (continued)**

**Mailed offers should be sent to:**

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

Solicitation No: SP0560-03-R-0123  
Opening/Closing Date and Time 2003 JUNE 23 1:00p

**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: SP0560-03-R-0123  
Opening/Closing Date and Time 2003 JUNE 23 1:00pm

[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.

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

**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.)

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**CAUTION NOTICE**

1. This procurement is being solicited on the basis of being totally set aside for small business. Solicitation SP0560-03-R-0123 is designed to place a number of FSC 5340 Bracket, Angle Items, with competitive standards and drawings under a long-term stock contract. This solicitation contains approximately 307 core item NSNs, which have experienced demand over the past year or are anticipated to experience demand over the next year.
2. This will be a commercial paperless ordering system (POPS) type award. Delivery orders will be placed against it at the award unit price for a period of two (2) years with individual option periods for three (3) additional years.
3. This contract will require the contractor to have electronic commerce/electronic data interchange EC/EDI capabilities. Should the contractor not have EC/EDI capabilities, they may be determined technically unacceptable. Information required to become a POPS/EDI Trading Partner can be found at <http://saso.dscp.dla.mil/ipu/acquisition/pe/edi/nfpops.htm>.
4. This is being solicited using the Federal Acquisition Regulations Subpart 13.5 – Test Program for Certain Commercial Items and the Federal Reform Act of 1996.
5. Defense Supply Center Philadelphia (DSCP) desires prices for all items shown and award will be on an “item by item” basis. However, if the Government is prevented from making an award due to insufficient coverage, then the Government reserves the right to remove items for which no offers were received from any offeror.
6. DSCP reserves the right to award solicitation SP0560-03-R-0123 to multiple contractors. After award, DSCP anticipates expanding and managing each NSN via the ADDITION AND DELETION OF ITEMS – MAR 2003. Items will be **added** based on the **requirements of customers**. All awardees **able to supply the additional item(s)** to the Government will receive the item description(s), 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**. In the event multiple awards are made additional items will be awarded in like manner as the original award. (Note: The Government reserves the right to add items not found in this listing, but which fall within the scope of the contract).
7. Each contract awarded will be for a 2 year base period and three 1 year options. Inspection and acceptance will be both destination and source, depending on the requirements of each item. **However, the Government reserves the right to Source Inspect any item.**
8. A complete listing of items can be found on the Website: <http://www/dscp.dla.mil/gi/general/scp/htm>. The **Excel Spreadsheet file identifies a list of the required FSC 5340 Bracket Angle core items (approximately 307 items) and the estimated annual demand quantity of material. Offerors are required to submit their offers/prices on an MS excel spreadsheet file and return the MS excel spreadsheet on a diskette/cd-rom as part of their offer.** Offerors should price 85% or more of the core items. Items not identified in the core group of items (approximately 1827 non-core) may be added at any time based on the requirements of the customers/ordering activities.

**CAUTION NOTICE (cont.)**

9. The annual estimated quantity provided is DSCP's best "good faith" estimate of each item's annual requirements. In determining price, potential suppliers should take into account any business risk associated with these estimates.

10. The contract(s) that result from this solicitation will be Indefinite Quantity Contracts (IQC) and will provide the contractors with a 10% guaranteed minimum of the total annual estimated dollar value multiplied by 2 (base year).

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

**Note:** Although an offeror must comply with the minimum requirements of the solicitation in order for its offer to be acceptable, an offeror may offer the Government terms and/or conditions that exceed those cited in this solicitation. Under "Best Value" source selection procedures, the Government will take into consideration such better terms and conditions when selecting a contractor, and will then perform a technical and price tradeoff evaluation to determine which offer represents the "best value" to the Government. For this solicitation, as well as the ADDITION AND DELETION OF ITEMS – (March 2003), technical merit will be essentially equal to cost or price. An offeror's acceptance of the option provision is mandatory (see pages 18 thru 20 of the solicitation). Failure to accept the provision may result in an offer being eliminated from further consideration.

**SPECIAL NOTICE:** Until all provisions, clauses, and documents, etc. can be updated, any reference to "Defense Industrial Supply Center" or "DISC" shall be construed to be the "Defense Supply Center Philadelphia" or "DSCP" respectively.

The clauses included herein, whether in full text or by reference, apply to this Purchase/Delivery Order in addition to any existing Federal Supply Schedule, Basic Ordering Agreement or Simplified Purchase Agreement, when applicable.

Clauses that are incorporated by reference have the same force and effect as if they were provided in full text. The full text of these clauses can be found via the Internet. Refer to FAR 52.252-2, Clauses Incorporated by Reference, (DPACS # I130), contained in this order, for URL information. Clauses are also available through the Contracting Officer.

**CAUTION NOTICE (cont.)**

Clauses incorporated herein by reference are coded as follows to identify the reference manual where the full text of the clause can be found; the Federal Acquisition Regulation (FAR) by a (I), the Dod FAR Supplement (DFARS) by a (II) or the DSCP General & Industrial (G&I) by a (III) at the end of the clause title.

While these codes, i.e., I, II, III, still appear after the titles of the provisions/clauses incorporated by reference, they will eventually be removed. Once removed, the source of each provision/clause can be easily identified by one of the following numbering schemes: FAR by "52.XXX-XX", DFARS by "252.XXX-7XXX", DLA by "52.XXX-9XXX", and DSCP (G&I) by "52.XXX-9IXX." The words FAR, DFARS, DLAD, and DSCP may also appear in the provision/clause title.

If shipping information inadequate, please fax DSCP G&I Transportation Office at (215)737-8400. Provide contract number, weight dimensions, and company.

***NOTE: Offerors should price 85% or more of the items.***

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

**1. Continuation of Blocks 19-24:**

**Schedule of Supplies/Services**

BRACKET, ANGLES, (VARIOUS)

EACH NSN CAN BE FOUND ON THE WEBSITE: <http://www.dscp.dla.mil/gi/general/scp.htm>

BRACKET, ANGLES - REQUIREMENTS:

- ITEMS WITH **PIC CODE = 2** AND **QCC CODE = U** ARE DESTINATION INSPECTED.
- ITEMS WITH **ANY OTHER PIC AND QCC CODES** ARE SOURCE INSPECTED.

I/A/W COMPETITIVE STANDARDS AND DRAWINGS

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

PREP FOR DELIVERY: PACKAGING CODES FOR STOCK

PKGING DATA – MIL-STD-2073-1C, 01 OCT 1996

Complete Packaging Data and QUP for Each NSN can be found on the Website:  
<http://www.dscp.dla.mil/gi/general/scp.htm>

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

THE FOLLOWING STAMP APPLIES TO EACH LINE ITEM:

UNIT PACK APPLIES WHERE POSSIBLE.

PARTS HAVING INDICATIONS OF DETERIORATION OR USE SHALL BE REJECTED. QUALITY TESTING SHALL BE PERFORMED AS SPECIFIED BY THE PROCUREMENT SPECIFICATION, DRAWING, STANDARD OR DESIGN MANUFACTURER'S REQUIREMENTS.

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

A list of potential NSNs (non core items) that may be added on a post award basis can be found at <http://www.dscp.dla.mil/gi/general/scp.htm>. The government reserves the right to add items not found on this list, but which are within the scope of the contract.

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

**Website Excel Spread Sheet is 1 workbook with 6 sheets:**

- 1 Core – PID data: drawing numbers, quality control codes, QAPS and Type#**
- 2 Core PKG – packaging data for each NSN**
- 3 Core Work Sheet – provides estimated annual quantity, estimated annual frequency, INPUT colums for Price and Delivery.**
- 4 Table Data – explanation of PID table codes**
- 5 Non Core – universe of Bracket, Angles, no current demand**
- 6 Non Core – packing data for items that may be added in the future**

**UPON REQUEST: POC - DAVE PALUMBO, (215) 737-2026 WILL ISSUE WEBSITE  
AND DRAWING DATA ON CD-ROM.**

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

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

*(b) Assignment.*

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

*(c) Changes.*

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

*(d) Disputes.*

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

*(e) Definitions.*

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

*(f) Excusable Delays.*

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

*(g) Invoice.*

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

**FAR 52.212-4 (continued)**

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

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

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

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

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

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

(h) *Patent Indemnity.*

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

(i) *Payment.*

Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

**FAR 52.212-4 (continued)****(j) *Risk of Loss.***

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

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

**(k) *Taxes.***

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

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

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

**(m) *Termination for Cause.***

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

**(n) *Title.***

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

**(o) *Warranty.***

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

**(p) *Limitation of Liability.***

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

**FAR 52.212-4 (continued)**

(q) *Other Compliances.*

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

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

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

(s) *Order of Precedence.*

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

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

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

**DISC 52.246-9I06 DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORT (NOV 2002)** (applies to all items requiring source inspection; also applies to items if source inspection is invoked).

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

The Purchasing Office copy shall be marked DSCP-IABA05; the DLA Inventory Manager copy shall be marked DSCP-IABA ORC- ; for FMS requirements, an additional copy shall be marked DSCP-IAD. These copies shall be forwarded to:

Defense Supply Center Philadelphia  
700 Robbins Avenue  
Philadelphia, PA 19111-5096

**FAR 52.212-4 (continued)**

If this purchase is for Foreign Military Sales (FMS), eight (8) copies of the DD Form 250 are required for the FMS Representative. These copies shall be mailed to the address specified on the DISC Form 700 which is located on Page 2 of the delivery order. In accordance with DFARS Appendix F, a copy of the DD Form 250 must be included with each additional package of a multi-package shipment.

**FAR 52.211-16 VARIATION IN QUANTITY (APR 1984)**

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

(b) The permissible variation shall be limited to:  
Increase 05% Decrease 05%

This increase or decrease shall apply to the total item quantity for each destination.  
(End of Clause)

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

Material ordered under the terms of this contract shall be delivered within **30** days after the date of the order. Notwithstanding any other provisions/clauses of this contract, no deliveries shall be made prior to issuance of delivery order (DD Form 1155).  
(End of Clause)

The Government is looking to reduce Production Lead Time and will consider such improvements in its decision to exercise future options under this contract.

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

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from award date through two calendar years.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.  
(End of Clause)

**FAR 52.212-4 (continued)****FAR 52.216-22 -- INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 190 days after the contract expiration date.

(End of Clause)

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

(a) In addition to the core list of items procured under **Bracket, Angels**, the scope of the contract(s) resulting from this solicitation will include additional items **(on the non core list)** and added to the applicable contract(s) based on the criteria by which the item(s) was/were established. The listing of the items that may be added to the appropriate lots under the appropriate contract(s) may be viewed at <http://www.dscp.dla.mil/gi/Genhardscp/SCPHOME.htm>. Depending upon when the requirements for the items are developed, they may be added to the contract during the base period or during any option period, ***provided that*** the Contractor is able to furnish the additional item(s), and the Contracting Officer and the Contractor are able to agree to terms, including reasonable price(s) and delivery, as determined by the Contracting Officer.

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

**FAR 52.212-4 (continued)**

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

**2. Additions or Substitutions Recommended By The Contractor**

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

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

**3. Administration of Additions Under This Clause**

(a) Item(s) to be added to the contract under this clause will be incorporated into the contract by a Modification termed a "Supplemental Agreement."

(b) Unless another time is agreed to by the Contractor and the Contracting Officer, delivery of the items added to the contract shall occur within 120 days after date of order, or within 120 days after date of order following a ramp-up period of 120 days, whichever occurs later.

**B. DELETIONS.****1. Deletions By The Government.**

(a) During any period of the contract resulting from this solicitation, the Government may elect to delete any item or items.

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

**FAR 52.212-4 (continued)****2. Deletions Recommended By The Contractor.**

(a) During any period of performance under the contract resulting from this solicitation, the Contractor may notify the Contracting Officer as to any item(s) it deems to be obsolete, unavailable, out of production or superseded, and may recommend the deletion of such item(s) from the contract. The notice shall include complete information as to appropriate superseding, substitute, or alternate items, and how such items meet the fit, form, function and interchangeability requirements of the obsolete, unavailable, or out of production, or superseded item. If, based on the recommendation of the Contractor, an item is, or a number of items are, deleted from the contract the deletion shall be a termination for convenience.

**3. Administration of Deletions**

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

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

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

**DELIVERY ORDER LIMITATIONS - INDEFINITE QUANTITY CONTRACT (STOCK AND/OR DVD) (MAY 1997)****(a) Definitions.**

- (1) The term, "**Contract Year,**" means a period of twelve (12) calendar months commencing on the contract date and continuing through the twelfth (12th) calendar month thereafter.
- (2) The term, "**Annual Estimated Quantity,**" refers to the Government's good faith estimate of the requirements for each item during a specified "contract year." If no specific contract year is cited, the annual estimated quantity shall apply to each and every contract year during the period of the contract, including each option year, if any.

## FAR 52.212-4 (continued)

- (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 **25%** of the annual estimated quantity. In the event that this contract includes incremental or stepladder pricing provisions, the minimum quantity for any item shall not be less than the lowest quantity set forth in the lowest quantity increment, **even if the quantity ordered is part of the guaranteed minimum under Paragraph (e) below.**
- (c) **Maximum Order Limitation.** Subject to the provisions of Paragraph (e) below related to the **Guaranteed Minimum**, the Contractor is not obligated to honor----
- (1) Any order for an item in excess of 100% 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 60 days that together call for quantities or dollar values in excess of the limitations in (1) or (2) of this Paragraph (c).
- (d) **Notwithstanding the maximum order limitations set forth in (c) above,** the Contractor shall honor any order exceeding those maximum order limitations, unless that order, or orders, is/are returned to the ordering office within 5 days after issuance, with written or electronic notice stating the contractor’s intent not to ship the item or items covered by the order(s) and the reasons therefor. Whereupon, the Government may either (i) reissue the order within the maximum order limitations, or (ii) order the supplies from another source. **This notice does not apply to the guaranteed minimum set forth in Paragraph (e) below, which requires the Contractor to deliver any quantity within the guaranteed minimum so long as it is in excess of the minimum order limitation of Paragraph (b).**

**FAR 52.212-4 (continued)****(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 10 percent of the annual estimated value reflected on Page 1 of the contract/award. (Base period of two years).
  - A quantity of each item which represents \_\_ percent of the annual estimated quantity of the item awarded multiplied by 2 (Base period of two or more years).
  - Supplies which have a dollar value of at least 10 percent of the annual estimated value multiplied by 2 (Base period of two or more years).
- (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 do not apply until after the guaranteed minimum.
- (4) If the event that a single delivery order covers supplies which are both within the guaranteed minimum and in excess of the guaranteed minimum, the maximum delivery order limitations, in Paragraph (c) shall apply, and the Contractor shall be governed by the notice requirement of Paragraph (d).

**FAR 52.212-4 (continued)**

- (5) The aggregate of the delivery orders issued during the base contract period will be applied to the minimum guarantee as defined above. When the aggregate of the delivery orders equals or exceeds the guaranteed quantity or guaranteed dollar value, as applicable, the minimum guarantee will have been met, and the Government's obligations with regard to the guarantee will have been satisfied.
- (f) **Maximum Contract Limitation.** Notwithstanding any other provisions of this clause or provisions included elsewhere in this solicitation, the maximum quantity or maximum dollar value that may be obligated against this contract(s) for all items is \$5 million.

(End of Clause)

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

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

**(b) TERMS AND CONDITIONS**

- (1) The terms and conditions of the contract for and during any period for which the option has been exercised shall be the same as those terms and conditions contained in the contract for the base contract year, subject to any adjustments in the price(s) which are warranted under Subparagraph (a)(2) above.

**FAR 52.212-4 (continued)**

- (2) THE EFFECTIVE DATE OF THE MODIFICATION by which the option is exercised will be that date on which the then current term of the contract expires. For purposes of establishing the "contract price(s)" subject to adjustment under the clause entitled "Economic Price Adjustment," the "contract price(s)" on the first day of any option period will be the contract price(s) in effect on the last day of the term or period immediately preceding the period for which the option has been exercised.

**(c) EVALUATION OF OFFERS**

- (1) Offers will be evaluated on the basis of the price(s) submitted for the base contract year only, without regard to the inclusion of this "Option" provision. The reasons are as follows:
- (i) Offerors are not permitted to offer prices for the "Option" year(s) which differ from those of the base contract year.
  - (ii) This Solicitation and Offer includes a provision for Economic Price Adjustment. Therefore, offerors must submit prices which do not include contingencies for increases in costs.
  - (iii) The provision of this Solicitation and Offer pertaining to the Economic Price Adjustment applies to the base contract year and to all "Option" years.
- (2) CAUTION NOTICE - ASSENT TO OPTION PROVISION OFFERORS MUST SUBMIT OFFERS WHICH INCLUDE THIS OPTION PROVISION, AND MUST INDICATE THEIR ASSENT TO INCLUSION OF THE CLAUSE EITHER BY PLACING AN "X" IN THE BLOCK BELOW, OR BY INDICATING CLEARLY ELSEWHERE IN THE OFFER THAT THEY HAVE READ AND UNDERSTAND THE CLAUSE, AND THAT THEY AGREE TO ITS INCLUSION IN THE RESULTING CONTRACT.

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

**ADDENDUM I DISC (OCT 1994)**

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

**FAR 52.212-4 (continued)**

[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. 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)**

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

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

(1) Economic Indicator. The economic indicator for purposes of price adjustments to be made under this clause, will be the preliminary version of the Producer Price Index (PPI), set forth in Table 1081 of the monthly report entitled, "Producer Prices and Price Indexesto 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.

**FAR 52.212-4 (continued)**

- (c) **Disputes.** Any disagreement which arises in connection with the administration of this clause shall constitute a dispute under the "Disputes" clause of the contract.
- (d) **Warranty.** The Contractor warrants that, as of the contract date, the price(s) set forth in this contract do not include any contingencies or allowances for increases in the cost of performance related to cost elements which are included in the PPI established by the BLS for the Code No. and Commodity set forth in Paragraph (b)(1) of this clause.
- (End of Clause)

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

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

(a) Definition.

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

(b) Surge Option.

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

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

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

**FAR 52.212-4 (continued)**

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

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

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

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

***Example***

*Final Day of Contract:* 31 Dec 01

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

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

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

**FAR 52.212-4 (continued)**

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

**(d) Surge Testing.**

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

NSN	Surge & Sustainment Requirements						
	30	60	90	120	150	180	Total
5340000137819	1	0	0	0	0	0	1
5340000189647	15	15	13	0	0	0	43
5340000428635	62	56	56	56	56	56	342
5340000515726	2	2	2	0	0	0	6
5340000554788	7	7	7	7	7	7	42
5340000603081	17	17	17	17	17	17	102
5340000736596	12	0	0	0	0	0	12
5340000756055	2	2	2	2	2	2	12
5340000794146	3	0	0	0	0	0	3
5340000800712	18	18	18	18	18	18	108
5340000976364	17	17	17	17	17	17	102
5340000999160	13	13	13	13	13	13	78
5340001072262	1	1	1	1	1	1	6
5340001131729	5	5	5	5	5	5	30
5340001138685	13	13	13	13	13	13	78
5340001324267	6	0	0	0	0	0	6
5340001338132	1	0	0	0	0	0	1
5340001344975	1	1	0	0	0	0	2
5340001408483	3	3	3	3	3	3	18
5340001408526	51	51	51	51	51	51	306
5340001408533	8	8	8	8	8	8	48
5340001408542	15	15	15	15	15	15	90
5340001463113	37	37	37	37	37	37	222
5340001463114	18	18	18	18	18	18	108

5340001467653	2	2	2	2	2	2	12
5340001479236	13	13	13	13	13	13	78
5340001502577	69	69	69	69	69	69	414
5340001502788	7	7	7	7	7	7	42
5340001502952	7	7	7	7	7	7	42
5340001515901	2	2	2	2	2	2	12
5340001517033	51	51	51	51	51	51	306
5340001533499	56	56	56	56	56	56	336
5340001622983	3	3	3	3	3	3	18
5340001682402	1	1	1	0	0	0	3
5340001682848	2	1	1	0	0	0	4
5340001701706	20	18	18	1	1	1	59
5340001748643	0	1	1	0	0	0	2
5340001793556	3	3	3	3	3	3	18
5340001823743	1	1	1	1	1	0	5
5340001829854	16	16	16	16	16	16	96
5340001863866	42	0	0	0	0	0	42
5340001965134	23	23	23	23	23	23	138
5340001993742	94	94	94	94	94	94	564

NSN	Surge & Sustainment Requirements						Total
	30	60	90	120	150	180	

5340002247570	0	1	0	1	0	1	3
5340002294377	1	1	0	0	0	0	2
5340002428835	5	5	5	5	5	5	30
5340003166650	9	7	8	0	0	0	24
534000328545	1	0	0	0	0	0	1



534000690614 4	13	0	0	0	0	0	13
534000706131 6	0	1	0	1	0	1	3
534000721818 2	113	6	6	0	0	0	125
534000725443 2	36	13	10	0	0	0	59
534000737043 2	1	0	1	0	1	0	3
534000737278 8	4	0	0	0	0	0	4
534000757587 7	51	0	0	0	0	0	51
534000782123 3	1	0	0	0	0	0	1
534000787242 7	12	0	0	0	0	0	12
534000811499 5	0	0	12	12	12	12	48
534000822611 4	2	8	8	8	8	8	42

NSN	Surge & Sustainment Requirements						
	30	60	90	120	150	180	Total

534000827991 8	11	11	11	11	11	11	66
534000838551 7	1	0	0	0	0	0	1
534000857277 1	0	1	0	0	0	0	1
534000902443 9	5	4	4	0	0	0	13
534000909125 6	1	0	0	0	0	0	1
534000912190 3	12	0	0	0	0	0	12
534000966301 4	1	1	1	1	1	1	6
534000999627 7	2	1	1	0	0	0	4
5340010349620 0	1	1	1	1	1	1	6
534001047334 0	0	0	10	10	10	10	40
534001047573 0	0	0	15	15	15	15	60
534001050413 4	7	7	7	7	7	7	42
534001061708 5	39	39	39	39	39	39	234

534001062980							
1	3	0	0	0	0	0	3
534001078127							
1	1	1	1	0	0	0	3
534001078588							
7	1	1	1	1	0	0	4
534001083310							
6	2	0	0	0	0	0	2
534001083558							
3	2	0	0	0	0	0	2
534001084610							
2	4	0	0	0	0	0	4
534001088538							
2	85	113	121	85	476	205	1085
534001089259							
7	456	0	0	0	0	0	456
534001090762							
7	17	17	17	17	16	16	100
534001091205							
1	0	0	65	65	65	65	260
534001093521							
5	22	15	11	0	0	0	48
534001093586							
1	1	0	1	0	1	0	3
534001097889							
4	2	2	2	0	0	0	6
534001106654							
6	1	1	1	1	0	0	4
534001107336							
4	1	1	0	0	0	0	2
534001107522							
0	2	2	1	1	1	1	8
534001107522							
1	0	1	0	1	0	1	3
534001109801							
3	1	0	0	0	0	0	1
534001110426							
8	2	2	2	2	1	1	10
534001111284							
5	1	2	1	0	0	0	4
534001112547							
6	3	0	0	0	0	0	3
534001112969							
2	1	1	0	0	0	0	2
534001121279							
6	1	1	1	1	6	2	12
534001122066							
4	1	0	0	0	0	0	1
534001125058							
9	1	0	0	0	0	0	1
534001125970							
5	1	1	1	1	0	0	4
534001126915							
	2	0	0	0	0	0	2

1								
534001132656								
5	1	0	0	0	0	0	0	1
534001133538								
1	4	4	3	3	3	3	3	20

NSN	Surge & Sustainment Requirements							
	30	60	90	120	150	180	Total	

534001134830								
3	15	14	15	0	0	0	0	44
534001136839								
2	1	0	0	0	0	0	0	1
534001139681								
1	3	0	0	0	0	0	0	3
534001144395								
7	2	0	0	0	0	0	0	2
534001150154								
7	3	3	3	3	3	3	3	18
534001160459								
6	1	1	0	0	0	0	0	2
534001160482								
6	1	2	1	0	0	0	0	4
534001162054								
5	1	2	1	0	0	0	0	4
534001172621								
1	11	10	10	0	0	0	0	31
534001173509								
1	5	5	5	5	5	5	5	30
534001174879								
6	1	0	0	0	0	0	0	1
534001179430								
3	0	1	0	1	0	1	1	3
534001181084								
0	1	1	1	1	1	1	1	6
534001185355								
4	0	1	0	1	0	1	1	3
534001190411								
3	19	19	19	19	19	19	19	114
534001195591								
3	1	1	1	0	0	0	0	3
534001201481								
3	1	1	1	1	1	0	0	5
534001201788								
2	0	1	0	1	0	1	1	3
534001206220								
8	2	0	0	0	0	0	0	2
534001209738								
7	0	1	1	0	2	0	0	4
534001209779								
5	1	1	1	1	1	0	0	5

534001212017 1	5	5	2	0	0	0	12
534001212471 4	2	2	2	2	2	1	11
534001212471 6	1	0	0	0	0	0	1
534001213883 3	1	1	1	1	0	0	4
534001213999 8	1	2	0	0	0	0	3
534001220308 4	7	7	7	7	7	7	42
534001223353 8	1	0	0	0	0	0	1
534001225608 9	1	0	0	0	0	0	1
534001226522 7	3	3	3	3	3	3	18
534001227776 4	0	1	1	0	0	0	2
534001231135 6	1	0	0	0	0	0	1
534001233298 6	0	1	1	0	0	0	2
534001240701 1	3	3	2	2	2	2	14
534001240702 0	1	0	0	0	0	0	1
534001245760 0	1	0	0	0	0	0	1
534001247121 3	14	14	13	0	0	0	41
534001254140 4	1	1	0	0	0	0	2
534001254259 9	2	2	2	2	2	2	12
534001257075 7	3	3	2	2	2	2	14
534001263253 7	1	0	0	0	0	0	1
534001264599 1	1	1	1	0	0	0	3

<b>NSN</b>	<b>Surge &amp; Sustainment Requirements</b>						
	<b>30</b>	<b>60</b>	<b>90</b>	<b>120</b>	<b>150</b>	<b>180</b>	<b>Total</b>

534001265670 5	1	0	0	0	0	0	1
534001270754 0	2	2	1	1	1	1	8
534001270754	1	1	1	1	1	0	5

1							
534001271025							
2	1	1	1	1	1	1	6
534001274895							
6	1	1	0	0	0	0	2
534001275236							
7	24	0	0	0	0	0	24
534001287582							
5	736	754	781	0	0	0	2271
534001292539							
9	1	1	1	1	1	0	5
534001294988							
0	2	2	1	1	1	1	8
534001297409							
4	1	1	1	0	0	0	3
534001298278							
2	3	3	3	3	3	3	18
534001301788							
5	20	20	20	20	20	20	120
534001304181							
7	1	0	1	0	1	0	3
534001310527							
5	1	0	0	0	0	0	1
534001314195							
5	5	0	0	0	0	0	5
534001314195							
6	3	0	0	0	0	0	3
534001316150							
7	2	0	0	0	0	0	2
534001322607							
4	4	4	3	3	3	3	20
534001327644							
7	1	1	0	0	0	0	2
534001331634							
1	1	0	0	0	0	0	1
534001333998							
8	0	0	2	0	0	0	2
534001337973							
2	6	0	0	0	0	0	6
534001358558							
8	1	0	0	0	0	0	1
534001367232							
8	2	1	2	0	0	0	5
534001369335							
6	24	22	24	0	0	0	70
534001370974							
7	0	1	0	1	0	1	3
534001374041							
4	1	0	0	0	0	0	1
534001375126							
9	26	24	27	0	0	0	77
534001380331							
7	6	0	0	0	0	0	6

5340013803507	6	0	0	0	0	0	6
5340013803520	6	0	0	0	0	0	6
5340013803599	6	0	0	0	0	0	6
5340014064203	4	0	0	0	0	0	4
5340014067964	2	2	3	0	0	0	7
5340014086460	2	2	1	1	1	1	8
5340014169979	2	2	2	2	2	2	12
5340014169980	1	1	1	1	1	1	6
5340014183690	1	0	1	0	1	0	3
5340014324870	1	0	1	0	1	0	3
5340014392947	2	2	1	0	0	0	5
5340014440325	0	1	0	1	0	1	3
5340014601092	2	3	3	0	0	0	8

**FAR 52.212-4 (continued)****52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE.**

(a) *Definition.* "Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) *General.* (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) *Agreement.* A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

***Alternate I (Oct 1995).*** When the acquisition is for a product in a class for which the Small Business Administration has determined that there are no small business manufacturers or processors in the Federal market in accordance with 19.502-2, a non-manufacturer (dealer) must supply the product of a domestic manufacturer.

#### **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.

#### **FAR 52.212-4 (continued)**

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

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

#### **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.dscpl.dla.mil/contract/dgpa/Part52\\_Interface.doc](http://www.dscpl.dla.mil/contract/dgpa/Part52_Interface.doc)

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

FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
FAR 52.211-17	Delivery of Excess Quantities (Sep 1989)
FAR 52.214-34	Submission of Offers in the English Language (Apr 1991)
FAR 52.214-35	Submission of Offers in U.S. Currency (Apr 1991)

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

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) (I) <b>(only applies to source inspected orders)</b>
FAR 52.246-15	Certificate of Conformance (Apr 1984) <b>(only applies to source inspected orders)</b>
FAR 52.247-34	F.O.B. Destination (Nov 1991)
FAR 52.247-48	F.O.B. Destination – Evidence of Shipment (Feb 1999) <b>(only applies to destination inspected orders)</b>
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 (DEC 1991)
DFARS 252.246-7000	Material Inspection and Receiving Report (Mar

DLAD52.211-9004	2003) (only applies to source inspected orders) Priority Rating for Various Long Term Contracts (March 2000)
DLAD 52.212-9000	Changes-Military Readiness (MAR 2001)
DLAD 52.233-9000	Agency Protests (SEP 1999)
DISC 52.211-9I09	Delivery Time - Additional Provisions (Sep 1990)
DISC 52.216-9I21	Ordering - Special Provision (Oct 1986)
DSCP 52.209-9I14	Nonissuance Of Delivery Orders Under Indefinite Delivery Type Contracts When Contractor Is Either Suspended Or Debarred (Sep 1992) (III)
DSCP 52.232-9I10	Submission of Invoice by Electronic Methods (SEP 1999)
DSCP 52.246-9I04	Destination Inspection And Acceptance (Jan 1989) (II)
DSCP 52.247-9I03	Consignment and Addressing Instructions (JULY 1998)

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

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

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

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

{Contracting Officer shall check as appropriate.}

- (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) **52.219-3**, Notice of Total HUBZone Small Business Set-Aside.
- (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (if the offeror elects to waive the preference, it shall so indicate in its offer.)
- (4)(i) **52.219-5**, Very Small Business Set-Aside (Pub. L. 103-403, section 304,

Small Business Reauthorization and Amendments Act of 1994.)

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5) **52.219-8**, Utilization of Small Business Concerns  
(15 U.S.C. 637 (d)(2) and (3)).

(6) **52.219-9**, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)). *[Add Alternate I when using Sealed Bidding procedures. Add Alternate II when subcontracting plans are required at time of initial proposal; generally, this Alternate should be included.]*

Alternate II of 52.219-9.

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

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

(ii) Alternate I of 52.219-23

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

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

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

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

#### **FAR 52.212-5 (continued)**

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

(13) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (38 U.S.C. 4212).

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

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

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

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

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

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

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

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

(24) **52.232-33**, Payment by Electronic Funds Transfer – Central Contractor

Registration (31 U.S.C. 3332).

- \_\_\_ (25) **52.232-34**, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (31 U.S.C. 3332.)
- \_\_\_ (26) **52.232-36**, Payment by Third Party (31 U.S.C. 3332.)
- \_\_\_ (27) **52.239-1**, Privacy or Security Safeguards (5 U.S.C. 552a)
- (28)(i) **52.247-64**, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241).
- \_\_\_ (ii) Alternate I of 52.247-64.

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

- \_\_\_ (1) **52.222-41**, Service Contract Act of 1965, as amended(41 U.S.C. 351, et seq.).  
[Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1102-4(c) or (d) (see DoD class deviation number 2000-O0006)].
- \_\_\_ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

#### **FAR 52.212-5 (continued)**

- \_\_\_ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (5) **52.222-47**, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

#### **(d) Comptroller General Examination of Record.**

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

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

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

any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

- (1) **52.222-26**, Equal Opportunity (E.O. 11246);
- (2) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (38 U.S.C. 4212);
- (3) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) **52.247-64**, Preference for Privately-Owned U.S.-Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64); and
- (5) **52.222-41**, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

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

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

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

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

- 252.205-7000** Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416).
- 252.206-7000** Domestic Source Restriction (Dec 1991) (10 U.S.C. 2304).
- 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 (Mar 1998)

- 41 U.S.C. 10a-10d, E.O. 10582)
- 252.225-7012** Preference for Certain Domestic Commodities (Feb 2003) (10 U. S. C. 2533a)
- 252.225-7014** Preference for Domestic Specialty Metals (Mar 1998)(10 U.S.C. 2533a).
- 252.225-7015** Preference for Domestic Hand or Measuring Tools (Dec 1991) (10 U.S.C. 2533a).
- 252.225-7016** Restriction on Acquisition of Ball and Roller Bearings (Dec 2000) ( Alternate I) (Dec 2000)(Section 8064 of Pub. L. 106-259).
- 252.225-7021** Trade Agreements (Oct 2002) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)
- 252.225-7027** Restriction on Contingent Fees for Foreign Military Sales (Mar 1998) (22 U.S.C.2779) (Insert \_\_\_\_\_ in paragraph (b)(1))
- 252.225-7028** Exclusionary Policies and Practices of Foreign Governments (Dec 1991) (22 U.S.C. 2755).
- 252.225-7029** Preference for U.S. or Canadian Air Circuit Breakers (Aug 1998)(10 U.S.C. 2534(a)(3))

**DFARS 252.212-7001 (continued)**

- 252.225-7036** Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (Mar 1998) ( Alternate I) (Sep 1999)(41.U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- 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 (Mar 1998)

(10 U.S.C. 2533a).

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

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

**NSN: Various – see attached listing**

**BRACKET, ANGLE, (VARIOUS)**

**I/A/W COMPETITIVE STANDARDS AND DRAWING**

**THE DRAWINGS FOR NSNS LISTED BELOW ARE AVAILABLE AT DSCP DURING “OPEN SOLICITATION ONLY”. TO RECEIVE A COPY OF THE DRAWINGS, SEND AN EMAIL REQUEST TO: [David.Palumbo@dla.mil](mailto:David.Palumbo@dla.mil) PLEASE INCLUDE YOUR NAME AND ADDRESS.**

**Complete drawing data, packaging data and QUP for each NSN can be found on the Website at; <http://www/dscp.dla.mil/gi/general/scp.htm>.**

<b>ITEM NO.</b>	<b>NSN</b>	<b>ITEM NAME</b>
1	5340000079856	BRACKET,ANGLE
2	5340000102500	BRACKET,ANGLE
3	5340000137819	BRACKET,ANGLE
4	5340000402372	BRACKET,ANGLE

5	5340000425495	BRACKET,ANGLE
6	5340000515726	BRACKET,ANGLE
7	5340000562954	BRACKET,ANGLE
8	5340000569572	BRACKET,ANGLE
9	5340000594054	BRACKET,ANGLE
10	5340000725474	BRACKET,ANGLE
11	5340000735184	BRACKET,ANGLE
12	5340000736596	BRACKET,ANGLE
13	5340000759425	BRACKET,ANGLE
14	5340000976364	BRACKET,ANGLE
15	5340000999160	BRACKET,ANGLE
16	5340001072262	BRACKET,ANGLE
17	5340001111189	BRACKET,ANGLE
18	5340001138057	BRACKET,ANGLE
19	5340001151341	BRACKET,ANGLE
20	5340001197515	BRACKET,ANGLE
21	5340001278568	BRACKET,ANGLE
22	5340001278571	BRACKET,ANGLE
23	5340001324267	BRACKET,ANGLE
24	5340001338167	BRACKET,ANGLE

<b>ITEM NO.</b>	<b>NSN</b>	<b>ITEM NAME</b>
25	5340001343309	BRACKET,ANGLE
26	5340001408526	BRACKET,ANGLE
27	5340001408542	BRACKET,ANGLE
28	5340001463114	BRACKET,ANGLE
29	5340001467653	BRACKET,ANGLE
30	5340001502577	BRACKET,ANGLE
31	5340001507342	BRACKET,ANGLE
32	5340001507442	BRACKET,ANGLE
33	5340001622983	BRACKET,ANGLE
34	5340001682773	BRACKET,ANGLE
35	5340001687066	BRACKET,ANGLE
36	5340001701688	BRACKET,ANGLE
37	5340001778051	BRACKET,ANGLE
38	5340001823743	BRACKET,ANGLE
39	5340001965134	BRACKET,ANGLE
40	5340002385606	BRACKET,ANGLE
41	5340003165904	BRACKET,ANGLE
42	5340003166650	BRACKET,ANGLE
43	5340003211448	BRACKET,ANGLE
44	5340003251064	BRACKET,ANGLE

45	5340003285458	BRACKET,ANGLE
46	5340003774146	BRACKET,ANGLE
47	5340003774628	BRACKET,ANGLE
48	5340003774638	BRACKET,ANGLE
49	5340003859244	BRACKET,ANGLE
50	5340003859275	BRACKET,ANGLE
51	5340004028382	BRACKET,ANGLE
52	5340004065643	BRACKET,ANGLE
53	5340004102976	BRACKET,ANGLE
54	5340004102980	BRACKET,ANGLE
55	5340004102984	BRACKET,ANGLE
56	5340004118358	BRACKET,ANGLE
57	5340004129840	BRACKET,ANGLE
58	5340004199487	BRACKET,ANGLE
59	5340004258664	BRACKET,ANGLE
60	5340004333562	BRACKET,ANGLE
61	5340004356533	BRACKET,ANGLE
62	5340004418802	BRACKET,ANGLE
63	5340004484073	BRACKET,ANGLE
64	5340004504556	BRACKET,ANGLE

<b>ITEM NO.</b>	<b>NSN</b>	<b>ITEM NAME</b>
65	5340004807608	BRACKET,ANGLE
66	5340004910325	BRACKET,ANGLE
67	5340004954408	BRACKET,ANGLE
68	5340005284882	BRACKET,ANGLE
69	5340005947899	BRACKET,ANGLE
70	5340005955208	BRACKET,ANGLE
71	5340005988251	BRACKET,ANGLE
72	5340006165453	BRACKET,ANGLE
73	5340006259617	BRACKET,ANGLE
74	5340006579569	BRACKET,ANGLE
75	5340006586199	BRACKET,ANGLE
76	5340006850479	BRACKET,ANGLE
77	5340006851159	BRACKET,ANGLE
78	5340007232330	BRACKET,ANGLE
79	5340007241629	BRACKET,ANGLE
80	5340007254432	BRACKET,ANGLE
81	5340007339365	BRACKET,ANGLE
82	5340007339367	BRACKET,ANGLE
83	5340007372788	BRACKET,ANGLE
84	5340007373283	BRACKET,ANGLE

85	5340007403906	BRACKET,ANGLE
86	5340007409361	BRACKET,ANGLE
87	5340007575877	BRACKET,ANGLE
88	5340007575901	BRACKET,ANGLE
89	5340007607366	BRACKET,ANGLE
90	5340007665975	BRACKET,ANGLE
91	5340007756514	BRACKET,ANGLE
92	5340008074335	BRACKET,ANGLE
93	5340008114995	BRACKET,ANGLE
94	5340008153628	BRACKET,ANGLE
95	5340008279918	BRACKET,ANGLE
96	5340008280909	BRACKET,ANGLE
97	5340008404856	BRACKET,ANGLE
98	5340008557253	BRACKET,ANGLE
99	5340008574414	BRACKET,ANGLE
100	5340008650314	BRACKET,ANGLE
101	5340008703741	BRACKET,ANGLE
102	5340008750897	BRACKET,ANGLE

<b>ITEM NO.</b>	<b>NSN</b>	<b>ITEM NAME</b>
103	5340008770010	BRACKET,ANGLE
104	5340008773528	BRACKET,ANGLE
105	5340008773529	BRACKET,ANGLE
106	5340008835911	BRACKET,ANGLE
107	5340009024439	BRACKET,ANGLE
108	5340009081809	BRACKET,ANGLE
109	5340009091256	BRACKET,ANGLE
110	5340009143751	BRACKET,ANGLE
111	5340009158115	BRACKET,ANGLE
112	5340009336954	BRACKET,ANGLE
113	5340009929985	BRACKET,ANGLE
114	5340009956904	BRACKET,ANGLE
115	5340010045247	BRACKET,ANGLE
116	5340010097264	BRACKET,ANGLE
117	5340010104408	BRACKET,ANGLE
118	5340010254033	BRACKET,ANGLE
119	5340010349620	BRACKET,ANGLE
120	5340010422719	BRACKET,ANGLE
121	5340010473340	BRACKET,ANGLE
122	5340010476555	BRACKET,ANGLE
123	5340010525072	BRACKET,ANGLE

124	5340010534219	BRACKET,ANGLE
125	5340010590122	BRACKET,ANGLE
126	5340010642428	BRACKET,ANGLE
127	5340010666895	BRACKET,ANGLE
128	5340010737681	BRACKET,ANGLE
129	5340010737909	BRACKET,ANGLE
130	5340010792986	BRACKET,ANGLE
131	5340010794223	BRACKET,ANGLE
132	5340010833106	BRACKET,ANGLE
133	5340010835425	BRACKET,ANGLE
134	5340010835583	BRACKET,ANGLE
135	5340010893067	BRACKET,ANGLE
136	5340010907640	BRACKET,ANGLE
137	5340010911608	BRACKET,ANGLE
138	5340010912051	BRACKET,ANGLE
139	5340010935215	BRACKET,ANGLE
140	5340010978094	BRACKET,ANGLE
141	5340011014142	BRACKET,ANGLE
142	5340011023483	BRACKET,ANGLE

<b>ITEM NO.</b>	<b>NSN</b>	<b>ITEM NAME</b>
143	5340011023548	BRACKET,ANGLE
144	5340011044328	BRACKET,ANGLE
145	5340011066546	BRACKET,ANGLE
146	5340011068008	BRACKET,ANGLE
147	5340011073365	BRACKET,ANGLE
148	5340011075220	BRACKET,ANGLE
149	5340011079929	BRACKET,ANGLE
150	5340011085244	BRACKET,ANGLE
151	5340011097553	BRACKET,ANGLE
152	5340011098011	BRACKET,ANGLE
153	5340011122169	BRACKET,ANGLE
154	5340011129693	BRACKET,ANGLE
155	5340011147494	BRACKET,ANGLE
156	5340011150628	BRACKET,ANGLE
157	5340011150629	BRACKET,ANGLE
158	5340011212796	BRACKET,ANGLE
159	5340011231333	BRACKET,ANGLE
160	5340011242465	BRACKET,ANGLE
161	5340011249311	BRACKET,ANGLE
162	5340011250585	BRACKET,ANGLE

163	5340011259884	BRACKET,ANGLE
164	5340011269986	BRACKET,ANGLE
165	5340011273829	BRACKET,ANGLE
166	5340011285685	BRACKET,ANGLE
167	5340011299883	BRACKET,ANGLE
168	5340011307949	BRACKET,ANGLE
169	5340011396811	BRACKET,ANGLE
170	5340011474098	BRACKET,ANGLE
171	5340011479822	BRACKET,ANGLE
172	5340011519607	BRACKET,ANGLE
173	5340011570911	BRACKET,ANGLE
174	5340011575509	BRACKET,ANGLE
175	5340011627040	BRACKET,ANGLE
176	5340011689267	BRACKET,ANGLE
177	5340011727905	BRACKET,ANGLE
178	5340011755419	BRACKET,ANGLE
179	5340011762593	BRACKET,ANGLE
180	5340011791308	BRACKET,ANGLE

<b>ITEM NO.</b>	<b>NSN</b>	<b>ITEM NAME</b>
181	5340011806681	BRACKET,ANGLE
182	5340011812534	BRACKET,ANGLE
183	5340011832734	BRACKET,ANGLE
184	5340011847652	BRACKET,ANGLE
185	5340011854560	BRACKET,ANGLE
186	5340011858619	BRACKET,ANGLE
187	5340011858723	BRACKET,ANGLE
188	5340011858724	BRACKET,ANGLE
189	5340011861280	BRACKET,ANGLE
190	5340011861281	BRACKET,ANGLE
191	5340011897554	BRACKET,ANGLE
192	5340011929359	BRACKET,ANGLE
193	5340011930251	BRACKET,ANGLE
194	5340011955919	BRACKET,ANGLE
195	5340011976649	BRACKET,ANGLE
196	5340011978214	BRACKET,ANGLE
197	5340011984700	BRACKET,ANGLE
198	5340012006100	BRACKET,ANGLE
199	5340012014813	BRACKET,ANGLE
200	5340012014814	BRACKET,ANGLE
201	5340012026021	BRACKET,ANGLE

202	5340012033273	BRACKET,ANGLE
203	5340012055118	BRACKET,ANGLE
204	5340012065540	BRACKET,ANGLE
205	5340012068601	BRACKET,ANGLE
206	5340012097387	BRACKET,ANGLE
207	5340012101606	BRACKET,ANGLE
208	5340012113134	BRACKET,ANGLE
209	5340012113137	BRACKET,ANGLE
210	5340012124714	BRACKET,ANGLE
211	5340012124716	BRACKET,ANGLE
212	5340012131353	BRACKET,ANGLE
213	5340012138897	BRACKET,ANGLE
214	5340012165572	BRACKET,ANGLE
215	5340012188346	BRACKET,ANGLE
216	5340012203084	BRACKET,ANGLE
217	5340012243763	BRACKET,ANGLE
218	5340012248272	BRACKET,ANGLE
219	5340012256089	BRACKET,ANGLE
220	5340012256090	BRACKET,ANGLE

<b>ITEM NO.</b>	<b>NSN</b>	<b>ITEM NAME</b>
221	5340012265227	BRACKET,ANGLE
222	5340012303480	BRACKET,ANGLE
223	5340012319291	BRACKET,ANGLE
224	5340012374210	BRACKET,ANGLE
225	5340012407011	BRACKET,ANGLE
226	5340012457599	BRACKET,ANGLE
227	5340012457600	BRACKET,ANGLE
228	5340012458817	BRACKET,ANGLE
229	5340012469245	BRACKET,ANGLE
230	5340012541404	BRACKET,ANGLE
231	5340012584684	BRACKET,ANGLE
232	5340012645991	BRACKET,ANGLE
233	5340012663129	BRACKET,ANGLE
234	5340012710252	BRACKET,ANGLE
235	5340012710294	BRACKET,ANGLE
236	5340012739358	BRACKET,ANGLE
237	5340012743287	BRACKET,ANGLE
238	5340012753402	BRACKET,ANGLE
239	5340012873435	BRACKET,ANGLE
240	5340012875825	BRACKET,ANGLE

241	5340012886082	BRACKET,ANGLE
242	5340012925399	BRACKET,ANGLE
243	5340012972803	BRACKET,ANGLE
244	5340012974094	BRACKET,ANGLE
245	5340012982782	BRACKET,ANGLE
246	5340012989653	BRACKET,ANGLE
247	5340013029411	BRACKET,ANGLE
248	5340013029495	BRACKET,ANGLE
249	5340013029959	BRACKET,ANGLE
250	5340013056137	BRACKET,ANGLE
251	5340013097121	BRACKET,ANGLE
252	5340013121136	BRACKET,ANGLE
253	5340013123983	BRACKET,ANGLE
254	5340013125266	BRACKET,ANGLE
255	5340013141955	BRACKET,ANGLE
256	5340013141956	BRACKET,ANGLE
257	5340013144951	BRACKET,ANGLE
258	5340013161507	BRACKET,ANGLE
259	5340013162959	BRACKET,ANGLE

<b>ITEM NO.</b>	<b>NSN</b>	<b>ITEM NAME</b>
260	5340013168975	BRACKET,ANGLE
261	5340013200203	BRACKET,ANGLE
262	5340013235603	BRACKET,ANGLE
263	5340013235607	BRACKET,ANGLE
264	5340013241074	BRACKET,ANGLE
265	5340013255358	BRACKET,ANGLE
266	5340013265024	BRACKET,ANGLE
267	5340013272565	BRACKET,ANGLE
268	5340013279754	BRACKET,ANGLE
269	5340013321520	BRACKET,ANGLE
270	5340013338147	BRACKET,ANGLE
271	5340013338483	BRACKET,ANGLE
272	5340013362289	BRACKET,ANGLE
273	5340013422762	BRACKET,ANGLE
274	5340013579222	BRACKET,ANGLE
275	5340013598933	BRACKET,ANGLE
276	5340013653635	BRACKET,ANGLE
277	5340013668173	BRACKET,ANGLE
278	5340013672328	BRACKET,ANGLE
279	5340013740414	BRACKET,ANGLE

280	5340013743335	BRACKET,ANGLE
281	5340013778476	BRACKET,ANGLE
282	5340013791129	BRACKET,ANGLE
283	5340013803317	BRACKET,ANGLE
284	5340013803507	BRACKET,ANGLE
285	5340013803520	BRACKET,ANGLE
286	5340013803599	BRACKET,ANGLE
287	5340013819771	BRACKET,ANGLE
288	5340013922216	BRACKET,ANGLE
289	5340013930826	BRACKET,ANGLE
290	5340013969633	BRACKET,ANGLE
291	5340013987053	BRACKET,ANGLE
292	5340013987054	BRACKET,ANGLE
293	5340013987057	BRACKET,ANGLE
294	5340014001888	BRACKET,ANGLE
295	5340014064203	BRACKET,ANGLE
296	5340014067964	BRACKET,ANGLE
297	5340014086460	BRACKET,ANGLE
298	5340014090250	BRACKET,ANGLE

<b>ITEM NO.</b>	<b>NSN</b>	<b>ITEM NAME</b>
299	5340014092641	BRACKET,ANGLE
300	5340014117158	BRACKET,ANGLE
301	5340014148959	BRACKET,ANGLE
302	5340014183690	BRACKET,ANGLE
303	5340014587234	BRACKET,ANGLE
304	5340014605002	BRACKET,ANGLE
305	5340014707160	BRACKET,ANGLE
306	5340014738626	BRACKET,ANGLE
307	5340219080043	BRACKET,ANGLE

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

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

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

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

(c) *Period for Acceptance of Offers.*

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

(d) *Product Samples.*

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

**FAR 52.212-1 (continued)***(e) Multiple Offers.*

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

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

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

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

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

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

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

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or

**FAR 52.212-1 (continued)**

its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

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

(h) *Multiple Awards*.

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

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

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

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

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

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

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

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

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

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

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

**FAR 52.212-1 (continued)**

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

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

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

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

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

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

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

- Period of acceptance is 90 days.

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

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

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

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

**52.212-1 (continued)****5. Addendum to 52.212-1(j) *Data Universal Numbering System (DUNS) Number***

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

**Addendum to FAR 52.212-1.**

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

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

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

DSCP: [http://www.dscp.dla.mil/contract/dgpa/Part52\\_Interface.doc](http://www.dscp.dla.mil/contract/dgpa/Part52_Interface.doc)

DSCP 52.209-9I02 Responsibility of Offerors (FEB 1970)

DSCP 252.214-9I08 Hand-Carried Offers (MAY 2001)

DSCP 252.215-9I08 Negotiated Solicitations-Responsiveness (NOV 1997)

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

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

LOT: \_\_\_\_\_

ITEM: ALL

SUB-ITEM \_\_\_\_\_

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

**Addendum to FAR 52.212-1 (Continued)**

- (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).

The solicitation contains 307 NSNs. "Each item will be evaluated independently, and awarded on an item-by-item basis. However, if the Government is prevented from making an award due to insufficient item coverage, then the Government reserves the right to remove items for which no offers were received from any offeror. NOTE: Offerors should price 85% or more of the items.

(End of Provision)

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

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

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

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

**Addendum to FAR 52.212-1 (Continued)**

(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 250s, 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 advantage to 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.

**Addendum to FAR 52.212-1 (continued)**

(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.

(End of Clause)

**52.216-1 -- Type of Contract (Apr 1984)**

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

(End of Provision)

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

- (a) Delivery Orders issued under this contract normally will be communicated to the Contractor by Electronic Data Interchange (EDI), using the conventions and formats prescribed by the American National Standards Institute (ANSI) X12 standards and the Department of Defense (DoD) X12 Implementation Guideline. The DoD Guideline is available from the points of contact listed in paragraph (h) below. The Contractor is advised that the Defense Logistics Agency, will be using an Electronic Commerce Collection Point with connections to several Value Added Networks (VAN) for interchanging data with vendors in ANSI-X12 format.
- (b) Equipment Requirements. The Contractor shall acquire and maintain the following minimum requirements for receiving and transmitting EDI transactions:
- (1) A computer compatible with the chosen network.
  - (2) A mailbox with a commercial VAN which is connected to the Distribution Point.
  - (3) Translation and communication software which is commercially available and capable of receiving and transmitting X12 data in accordance with paragraph (a) above. The Government reserves the right to "upgrade" the X12 Guideline to allow for technological enhancements which render the then current minimum requirements inadequate to permit the required EDI transmissions.
- (c) The Contractor shall be responsible for all errors or malfunctions regarding any EDI transmission,
- (1) caused by the Contractor's personnel or the Contractor's equipment;
  - (2) caused by the Contractor's agent or representative, or the agent's or representative's personnel or equipment;
  - (3) caused by an error or malfunction in a VAN chosen by the Contractor or its agent or representative, and such errors or malfunctions shall not be a basis for excusable delay within the meaning of the clause of the contract entitled, "Default," unless such error or malfunction be beyond the control, and without the fault or negligence of, the Contractor, the Contractor's agent or representative or the Contractor's selected VAN. When such events occur, the Contractor shall contact the Contracting Officer within twenty-four (24) hours or the next business day of first notice of the error or malfunction to arrange for retransmission.

**Addendum to FAR 52.212-1 (continued)**

Repeated errors or malfunctions may necessitate the termination of EDI transmissions with the Contractor, and may necessitate the termination of the contract.

- (d) In the event of an error or malfunction in EDI transmission caused by a Government representative or equipment, the Contracting Officer shall immediately notify the Contractor and arrange for retransmission of the data.
- (e) Both the Government and the Contractor agree that use of an "interchange address" in each EDI transmission shall be the equivalent of a written signature and shall have the same force and effect as if it were a written signature.
- (f) In the event of an interruption in EDI transmission, hard copy documents shall be used for conducting those transactions which were accomplished through EDI until such time as the interruption ceases.
- (g) The Contractor shall provide for adequate security of all EDI transmissions and protect any and all records and data from unauthorized or improper access and distribution.
- (h) Information regarding EDI is available at <http://saso.dscp.dla.mil/ipu/acquisition/pe/edi>
- (i) The Contractor shall list in the space provided below the name and address of the VAN that shall be used for the EDI transactions provided for under this contract. Any change in the VAN listed below must be approved by the Contracting Officer, in writing, prior to change-over.

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- (j) Disputes.

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

(End of Provision)

#### **DSCP 52.217-9I19 NOTICE OF SURGE OPTION REQUIREMENT (NOV 2000)**

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

**Addendum to FAR 52.212-1 (continued)**

**SUBMISSION OF SURGE/SUSTAINMENT PLAN (NOV 2000)**

- (a) The offeror is required to submit a Surge Plan to the contracting officer with his proposal. If the offeror has previously submitted an Industrial Capabilities questionnaire (ICQ) to DSCP, (see paragraph (d)), paragraphs below which call for information that is contained in the offeror's ICQ may be addressed by advising the contracting officer to "See Previously Submitted ICQ". It the offeror's responsibility to ensure that all required information is provided.
- (b) Surge Plan must include:
- (1) a list, by contract number, of Government contracts being performed at the offeror's facility that have a surge provision; also include a description of your level of success in fulfilling surge requirements in existing contracts;
  - (2) a description of your strategies for meeting surge demands described in this solicitation and an explanation of how these strategies will be applied to the items included for surge in this solicitation.
  - (3) to the extent practicable, for any other Government contract, or any commercial contract, which the Offeror has in place on the date of submission of its proposal, the projected impact of the Government's invoking of the surge requirements to be included in the contract that will be awarded pursuant to this solicitation;
  - (4) all skilled labor requirements necessary to support the surge requirements;
  - (5) your Minimum Ordering Quantities, if any, and/or Economic Production Run Quantities for the items being provided.
  - (6) your methodology to enable visibility of, monitoring changes in, assessment of, and reporting on your base capabilities and your supplier base capabilities related to surge and sustainment requirements.
  - (7) a list of surge and sustainment items that may be difficult to provide quickly for initial ramp-up, or to provide at elevated demand levels for sustainment, and the reasons for these difficulties; list proposed solutions for overcoming these difficulties. (Under your price proposal, identify any significant investments (dollars) needed to implement propose solutions.)
  - (8) your access to and plans for coordinating distribution(receiving, storing, packaging and issuing) and transportation services needed to meet surge and sustainment requirements, including agreements with suppliers of these services and time frames for services provided.
  - (9) your agreements with suppliers that reflect access to supplier base resources, including commitments to hold rotating amounts of assets, and time frames for delivering these assets; also list commitments to provide access to production capabilities, and time frames for this access.

**Addendum to FAR 52.212-1 (continued)**

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

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

#### **52.217-9I04 EVALUATION OF OPTIONS WITH EPA (JUL 1992)**

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

(End of Provision)

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

Terms of delivery, F.O.B. Origin and F.O.B. Destination are stated in the Addendum to FAR52.212-4.

With respect to items all bids (offers) are invited only on the basis of F.O.B. destination and bids (offers) submitted on any other basis will be rejected as nonresponsive.

#### **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) factors, listed in descending order of importance, shall be used to evaluate offers:

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## PAST PERFORMANCE

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Technical factors are:

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

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

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

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

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

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

### **52.215-9I12 (continued)**

(c) To determine the ABVS score, the Government will use the following performance indicators:

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

(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 250s, 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 advantage to 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.

#### **52.215-9I12 (continued)**

(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.

(End of Clause)

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

(a) In addition to price and other related factors, offers on this acquisition will be subject to the Defense Logistics Agency's (DLA) ABVM program, an automated system which collects and analyzes offerors' past performance history and assigns a numeric score. In accordance with the program, which is described in clause 52.215-9I12, 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) Price Vs. Performance.

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

Price is of greater importance than performance.

Performance is of greater importance than price. See paragraph (c) for order of precedence concerning the performance factors.

(c) Quality Vs. Delivery.

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

Quality performance is of greater importance than delivery performance.

Delivery performance is of greater importance than quality performance.

(End of Clause)

**ADDENDUM TO FAR 52.212-2**

**EVALUATION OF SURGE/SUSTAINMENT PLAN (JAN 1999)**

The Government will evaluate each offeror's ability to increase its production, if the offeror is a manufacturer, or to have production under the contract increased, if the offeror is other than a manufacturer, to meet surge and sustainment requirements 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.

THE PROVISIONS 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/j3/j-336> and DISC/DSCP clauses – <http://www.dscpl.dla.mil/contract/discmast.htm> )

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

DISC 52.214-9I08

Hand Carried Offers (Sep 1990)

DISC 52.209-9I02

Responsibility of Offerors (Feb 1970)

DISC 52.215-9I08

Negotiated Solicitations – Responsiveness (Nov 1997)

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

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

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

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

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

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

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

(1) Means a small business concern---

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

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

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

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

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

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

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

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

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

- TIN: \_\_\_\_\_
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of a Federal, state, or local government;

(4) *Type of Organization*.

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

(5) *Common Parent*.

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

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

(1) *Small business concern.*

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

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

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

(i) *General.* The offeror represents that either -

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

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

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

**FAR 52.212-3 (continued)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Listed end products.

Listed End Product      Listed Countries of Origin

\_\_\_\_\_

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

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

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

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

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

- Black American
  - Hispanic American
  - Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
  - Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
  - Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
  - Individual/concern, other than one of the preceding.
- [Alternate II is not applicable at this time to DoD contracts.]*

**52.215-9I03 PLACE OF PERFORMANCE - INSPECTION AND SHIPPING POINT (AUG 1985) (Applies to all items with source inspection requirements) (also applies to any other items 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.

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

ITEM NO.	SHIPPING POINT
_____	_____
_____	_____
_____	_____

PRIVATE RAIL SIDING

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

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

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

- (2) Subject to the exception provided in (3) below with respect to Alaska and Hawaii, if the destination or tentative destination is within the states of Alaska or Hawaii, or within Puerto Rico, or within a possession of the United States, offerors proposing to furnish supplies originating from outside the contiguous 48 states of the continental United States or Canada must designate a shipping point within Alaska or Hawaii, within Puerto Rico, or within the possession of the United States, respectively, or within the contiguous 48 states.
- (3) SPECIAL RULE FOR ALASKA AND/OR HAWAII. If the destination or tentative destination is outside Alaska or Hawaii, offerors proposing to furnish supplies originating within Alaska or Hawaii, must designate as their shipping point(s) the port(s) of loading in Alaska or Hawaii, respectively. This rule applies equally to shipments to be made from Alaska to Hawaii and vice versa. (see FAR Clause 52.247-29 entitled "F.O.B. Origin.")
- (4) In (1), (2), or (3) above, the price offered must be a delivered price to the shipping point named, and must include all applicable import duties. It shall be the responsibility of the contractor to provide all necessary facilities and assistance for the performance of the required Government inspection at said shipping point. The contractor's responsibilities from the shipping point shall be as defined in the F.O.B. Origin provisions of this contract. Offers submitted on any other basis will be rejected as nonresponsive.
- (5) Offeror is cautioned to indicate the F.O.B. Origin point on which the offer is based. The following paragraph is applicable only if preceded by an "X" in the block provided 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:
    - (1) It should not show a quantity applicable to any shipping point named in the offer. If a quantity is shown by the offeror as applicable to a named shipping point, said quantity will be disregarded for offer evaluation purposes.
    - (2) It should not, with respect to any single item, or lot, as applicable, show more than one shipping point. If more than one shipping point is shown by the offeror with respect to any single item/lot, the Government will evaluate the offer for said item/lot on the basis of delivery solely from the point or plant where cost of transportation is most favorable to the Government.

(a) Definitions.

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

(b) Evaluation.

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

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

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

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

Qualifying Country End Products

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

(List only qualifying country end products.)

(3) The offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

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

**DLAD 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001)**

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

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

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

**DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (NOV 1995)**

(a) Definitions.

As used in this clause –

(1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it –

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it –

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting clause will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.