

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY		CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
					10A. MODIFICATION OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF SIGNER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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SOLICITATION SP0560-03-R-0142**

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CAUTION NOTICE

This solicitation is totally set-aside for exclusive participation by small business concerns. The acquisition is being conducted under the simplified procedures provided in Subpart 13.5 of the Federal Acquisition Regulation (FAR) pursuant to the Federal Reform Act of 1996.

In addition to being restricted to exclusive participation by small business concerns, this acquisition is subject to the restrictions of the Department of Defense Appropriations Act requiring that items, either end items or components, be grown, reprocessed, reused, or produced in the United States, as implemented by Subpart 225.7002 of the Defense Federal Acquisition Regulation Supplement (DFARS). *See Clause 252.225-7012, "Preference For Certain Domestic Commodities," Clause 252.225-7014, "Preference for Domestic Specialty Metals," and Clause 252.225-7014, "Preference for Domestic Specialty Metals - Alternate I," of this solicitation.*

The Contracting Officer intends to issue one or more indefinite quantity contracts for a number of items of Federal Stock Class (FSC) 5340, designated as Strap, Webbing and Strap, Retaining, to be manufactured in accordance with competitive standards and drawings. For purposes of evaluation and award, the solicitation identifies a *core list* of 295 items, [each designated by a National Stock Number (NSN)] for which demand has been experienced over the past year, or for which demand is anticipated in the coming years. *See the Website, "Excel Pricing Worksheet for Strap, Webbing and Strap, Retaining" at http://www.dscp.dla.mil/gi/general/scp_ltc.htm.* The Excel Pricing Spreadsheet file sets forth the estimated annual quantities for the core list items. **Offerors are required to submit their prices for the core list items on an MS Excel Spreadsheet File and return the Excel Spreadsheet on a diskette/cd-rom as part of their price proposals.** See also, Pages 40 through 46 of this solicitation.

NOTE: Items requiring Government Source Inspection (GSI) are identified with an asterisk (*). Any item not identified with an asterisk will be inspected at destination. However, the Government reserves the right to inspect any item at any time and at any place.

In addition to the core list of 295 items, the Excel Spreadsheet includes 1,566 items (NSNs) that are not in the core group, but may be added to the contract(s) awarded at a later date pursuant to the clause entitled, "Addition And Deletion Of Items (MAR 2003)," based on the requirements of DSCP's customers. From time to time, all awardees will receive a list of additional items for review and timely submission of price(s) and delivery. Evaluation of the offers received for the additional items will be in accordance with the same criteria as used in the evaluation of the core list items resulting in the initial contract award(s). Upon evaluation and determination of the best value, these items will be added to one or more contract(s) by Supplemental Agreement.

NOTE: *The Government reserves the right to add items to the contract(s) even though such items might not be listed in the Excel Spreadsheet among the core list and non-core list items.*

CAUTION NOTICE (cont.)

Each contract awarded will have a base period of two years and will provide for three one-year unilateral options by the Contracting Officer to extend the term of the contract. The maximum term of each contract will be five years, including the base period and options. The estimated annual quantity for each item represents the Government's *good faith estimate* of the annual demand for the item. In the preparation of their proposals, offerors should consider that the estimated quantities are just what they purport to be, *estimates*, and should calculate any business risks associated with estimated quantities.

Guaranteed Minimum. For the base period, each contract awarded will include a guaranteed minimum equal to ten percent (10%) of the estimated annual value of the contract multiplied by the number of years in the base period. In this instance the guaranteed minimum will be 10% of twice the annual estimated value of the contract at the time of award. For each option period, the guaranteed minimum will be equal to 10% of the annual estimated value of the contract for which the option applies. The estimated annual value is derived by multiplying the annual estimated quantity for each item by the unit price for the item to arrive at a total amount for each item, and then by adding the item totals to arrive at a grand annual estimated total.

Each offeror's price proposal will be evaluated for price reasonableness and price realism. Offerors may be requested to provide pricing information to the extent necessary to establish price reasonableness and price realism, such as copies of commercial catalogs, or substantiation of market prices.

Delivery Orders issued under each contract awarded will be via the Paperless Ordering Process System (POPS). The POPS cannot accommodate contracts that provide for delivery f. o. b. origin and f. o. b. destination. Therefore, in the event that an offeror will receive the award for both, two separate contract awards will be issued, one for f.o.b. origin and one for f. o. b. destination.

Each contract will require the contractor to have electronic commerce/electronic data interchange (EC/EDI) capabilities. Failure to have EC/EDI capabilities at the time of contract award will result in the determination that the offer is *technically unacceptable*. Information required to become a POPS/EDI Trading Partner can be found at <http://saso.dscpl.dla.mil/ipu/acquisition/pe/edi/pops.htm>.

The latest revision of the DOD Bar Code Marking, Rev P dated December 15, 2002 is required for this procurement. Therefore, the following shall apply: #####

For all shipments of packages material to the government, which includes either depot DLA –

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

NOTE:

. Although compliance with the *minimum requirements* is necessary for an offer to be considered technically acceptable, an offeror may submit terms and conditions that exceed those minimum requirements of the solicitation.

. *Acceptance of the Option provisions of the solicitation are mandatory (see pages 22 through 24). Failure to accept the provisions may result in the offer's being eliminated from consideration.*

CAUTION NOTICE (cont.)

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

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS - SF 1449
(CONTINUATION SHEET)****1. Block 8**Offer Due Date/Local Time: 2004 June 23 4:00 PM**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-0142
Opening/Closing Date and Time **2004 June 23 4 :00PM**

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-0142**
Opening/Closing Date and Time **2004 June 23 4:00PM**

[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.)

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

1. Continuation of Blocks 19-24:

Schedule of Supplies/Services

STRAP, WEBBING AND STRAP, RETAINING (VARIOUS)

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

STRAP, WEBBING AND STRAP, RETAINING - REQUIREMENTS:

- ITEMS WITHOUT AN (*) ASTERISK IN THE COLUMN FOR INSPECTION REQUIREMENT ARE DESTINATION INSPECTED.
- ITEMS DESIGNATED WITH AN (*) ASTERISK IN THE COLUMN FOR INSPECTION REQUIREMENT ARE SOURCE INSPECTED.

I/A/W COMPETITIVE STANDARDS AND DRAWINGS

Preparation For Delivery For Delivery to a DLA Supply Depot: MIL-STD-2073-1C, 01 OCT 1996. See Website <http://www.dscp.dla.mil/gi/general/scp.htm> for complete packaging and quantity per unit pack (QUP) for each item (NSN).

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

The latest revision of the DOD Bar Code Marking, Rev P dated December 15, 2002 is required for this procurement. Therefore, the following shall apply: ####

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

**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.dscpl.dla.mil/gi/general/scp_ltc.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 10 sheets.

- 1 CORE SW PID DATA - drawing numbers, quality control codes, QAPS and Type# for Strap, Webbing.
- 2 CORE PKG SW – packaging data for each NSN for Strap, Webbing.
- 3 PRICING WORKSHEET SW – provides annual estimated quantity, unit of issue and INPUT columns for Price and Delivery for Strap, Webbing.
- 4 SW TABLE DATA – explanation of PID table codes for Strap, Webbing.
- 5 NON-CORE PIDS SW – universe of Strap, Webbing, no current demand.
- 6 CORE SR PID DATA – drawing numbers, quality control codes, QAPS and Type# For Strap, Retaining.
- 7 CORE PKG SR – packaging data for each NSN for Strap, Retaining.
- 8 PRICING WORKSHEET SR – provides annual estimated quantity, unit of issue and INPUT columns for Price and Delivery for Strap, Retaining.
- 9 SR TABLE DATA – explanation of PID table codes for Strap, Retaining.
- 10 NON-CORE PIDS SR – universe of Strap, Retaining, no current demand.

UPON REQUEST: POC – THOMAS WILKIE, (215) 737-3637 WILL ISSUE WEBSITE

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

(a) *Inspection/Acceptance.*

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

(b) *Assignment.*

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

(c) *Changes.*

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

(d) *Disputes.*

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

Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.*

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

(f) *Excusable Delays.*

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

(g) *Invoice.*

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

FAR 52.212-4 (continued)

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

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

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

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

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

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

(h) *Patent Indemnity.*

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

(i) *Payment.*

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

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

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

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

FAR 52.212-4 (continued)

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

(j) *Risk of Loss.*

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

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

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

(k) *Taxes.*

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

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

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be

required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for Cause.*

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

(n) *Title.*

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

(o) *Warranty.*

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

FAR 52.212-4 (continued)

(p) *Limitation of Liability.*

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

(q) *Other Compliances.*

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

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

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

(s) *Order of Precedence.*

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

this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR).

####

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

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

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be

FAR 52.212-4 (continued)

considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

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

Paragraph

Additional Language

- [X] (a) FAR 52.246-2, *Inspection of Supplies - Fixed Price*, is ~~####~~ hereby included in this contract and takes precedence over FAR 52.212-4(a). **This applies only to source inspected items.**
- [] (i) **Fast Payment** procedures apply. The Government will pay invoices based on the Contractor's delivery of supplies to a post office or common carrier (or, in shipments by other means), to the point of first receipt by the Government.

ADDENDUM TO FAR 52.212-4 (Continued)**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 **60** days after the date of the order. Notwithstanding any other provisions/clauses of this contract, no deliveries shall be made prior to issuance of delivery order (DD Form 1155).

(End of Clause)

FAR 52.216-18 - ORDERING (OCT 1995)

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

ADDENDUM TO 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 240 days after the contract expiration date.

(End of Clause)

ADDITION AND DELETION OF ITEMS - MARCH 2004

####

A. ADDITIONS.

1. Additions by the Government.

- (a) In addition to the core listing of 295 items, the scope of the contract(s) resulting from this solicitation will include additional items that are in a universe described as Strap, Webbing and Strap, Retaining, Competitive, QSLM/D, in the FSC 5340. It is the intention of the Government to add items (see http://www.dscp.dla.mil/gi/general/scp_ltc.htm/) to the contract(s) that fall into this category. These items may be added during the base or option periods of this contract provided that the Contractor is able to furnish the additional item(s), and the Contracting Officer and the Contractor are able to agree to terms, including reasonable price(s), as determined by the Contracting Officer.
- (b) If the Government makes multiple awards under this solicitation, additional item(s) will be awarded on a post-award basis via supplemental agreement to the Contractor(s) whose price and past performance is the most advantageous to the Government on an item-by-item basis as follows: Item description(s) will be provided to ALL successful awardees for their review and timely submission of prices. The contracting officer will evaluate the Contractor's performance by considering any or all of the following sources of information: the Contractor's performance on delivery orders issued

ADDENDUM TO FAR 52.212-4 (continued)

under this contract; contracting officer knowledge of the Contractor's performance on other contracts, including other current contracts; the Contractor's Automated Best Value System (ABVS) scores; the DoD Past Performance Automated Information System (PPAIS); Dun & Bradstreet (D&B); Federal agencies other than DSCP; state and local

government agencies; any other independent sources having relevant information.

The Contractor must provide complete information should the Government elect to place these items on contract without negotiation.

2. Additions or Substitutions Recommended by the Contractor.

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

3. Administration of Additions.

- (a) Prices for Item(s) to be added to the contract shall be negotiated, and the priced items will be incorporated into the contract(s) via Supplemental Agreement.
- (b) Except in instances of urgency, and unless the Contracting Officer agrees to a specified period of time, the Contractor shall provide the Contracting Officer with prices within ten (10) days after receipt of notification of the Government's intention to add item(s) to the contract(s). In instances of urgency, Contractors may be required to submit prices in less than ten days. The Contracting Officer may reject any offer that is not received within the time period specified. The Contracting Officer shall make every effort to complete his or her evaluation within thirty (30) days after receipt of the Contractor's prices.
- (c) Unless another time is agreed to by the Contractor and the Contracting Officer, delivery of the item(s) added to the contract shall occur within 120 days after date of order.

ADDENDUM TO FAR 52.212-4 (continued)**B. DELETIONS.****1. Deletions by the Government.**

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

2. Deletions Recommended by the Contractor.

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

3. Administration of Deletions.

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

ADDENDUM TO FAR 52.212-4 (continued)

recommendation. The Contracting Officer will be required to coordinate the proposed deletions with DSCP's customer-users and Engineering Support Activities (ESAs) having technical jurisdiction of the item(s). Upon coordination/approval of a proposed deletion, the Contracting Officer will issue a Modification implementing the deletions.

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

Contracting Officer's acceptance of the Contractor's recommendation that an item, or items be deleted.

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

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.

ADDITIONAL SOURCES OF PAST PERFORMANCE INFORMATION (Jan 2004) #####

In addition to information obtained from DSCP's records, data or information relating to the offeror's performance may be obtained from sources other than those listed pursuant to this provision. Examples of such sources are the DoD Past Performance Automated Information System (PPAIS), Dunn & Bradstreet (D & B), Federal agencies other than DSCP, state and local government agencies, contracting officer experience on this contract and other contracts, including current contracts for the same or similar item(s), and any other independent sources having relevant information.

ADDENDUM TO FAR 52.212-4 (continued)

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.
- (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 months thereafter.
- (6) The term, “**Guaranteed Minimum,**” is that minimum quantity, or that minimum dollar value, which the Government will guarantee the Contractor for the effective period of the contract. This is not to be confused with the Minimum Order Limitation set forth in Paragraph (b) below. The **guaranteed minimum** is set forth in Paragraph (e) below.
- (b) **Minimum Order.** As applicable, the minimum quantity, or the minimum dollar value, for any individual delivery order issued under this contract will be **25%** of the annual estimated quantity. In the event that this contract includes incremental or stepladder pricing provisions, the minimum quantity for any item shall not be less than the lowest quantity set forth in the lowest quantity increment, **even if the quantity ordered is part of the guaranteed minimum under Paragraph (e) below.**
- (c) **Maximum Order Limitation. Subject to the provisions of Paragraph (e) below related to the Guaranteed Minimum,** the Contractor is not obligated to honor---
- (1) Any order for an item in excess of 100% annual estimated quantity.
Any order for a combination of items in excess of (not applicable).
- (2) 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 therefore. Whereupon, the Government may either (i) reissue the

ADDENDUM TO FAR 52.212-4 (continued)

order within the maximum order limitations, or (ii) order the supplies from another source. **This notice does not apply to the guaranteed minimum set forth in Paragraph (e) below, which requires the Contractor to deliver any quantity within the guaranteed minimum so long as it is in excess of the minimum order limitation of Paragraph (b).**

(e) **Guaranteed Minimum.**

(1) Scope of Guaranteed Minimum

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

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

- d. The minimum guarantee for any option period will be a percentage of the annual estimated quantity for each item covered by the option, if the guaranteed minimum is stated in terms of quantity, or will be a percentage of the annual estimated value, if the guaranteed minimum is stated in terms of dollar value.
- (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 or more 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) In the event that a single delivery order in excess of the maximum quantity per order has been issued and the quantity covered by the order is more than is required to liquidate any remaining guaranteed minimum, the notice provision of Paragraph (d) above shall apply. If the Contractor provides timely notice, or returns the order, the Contracting Officer may consider issuing an order for a quantity within the minimum

ADDENDUM TO FAR 52.212-4 (continued)

and maximum ordering quantities to use up the remaining unliquidated guaranteed minimum, or may opt to acquire the entire quantity from other sources.

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

The terms and conditions of the contract for and during any period for which the

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

ADDENDUM TO FAR 52.212-4 (continued)

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.
- (2) 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.

(3) 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.]

[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.

ADDENDUM TO FAR 52.212-4 (continued)

[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)

52.216-9I14 ECONOMIC PRICE ADJUSTMENT - INDUSTRIAL COMMODITIES
(JAN 1993) DSCP

(a) Definitions as used in this clause –

(1) The economic indicator for the purpose of price adjustment shall be the revised version, published four (4) months after the initial publication of the Producer Price Index set forth in table 1041 of the monthly report entitled, "Producer Prices and Price Indexes," published by the Bureau of Labor Statistics (BLS), U. S. Department of Labor, for the Code No. and Commodity as follows:

CODE NO. AND COMMODITY
Code No. _WPU1041_____

Commodity _Hardware N.E.C._____

(2) The base price index for the purpose of price adjustment shall be the revised version, published four (4) months after the initial publication, of the applicable producer price index for the economic indicator for the month of the contract date;

ADDENDUM TO FAR 52.212-4 (continued)

(3) The term "Contract Date" means:

(i) the date of bid opening in the case of a sealed bid acquisition;

(ii) the date of award in the case of a negotiated acquisition, except that with respect to any set-aside portion (partial small business) awarded under this solicitation "Contract Date" shall mean the date of

bid opening of the non-set-aside portion if sealed bid, or the date of award of the non-set-aside portion, if negotiated.

(4) The words "Contract Delivery Date" refer only to the delivery schedule as originally stated in the contract plus any extension attributable solely to reasons determined by the Contracting Officer to be excusable within the meaning of the "Default" clause of this contract. The words "Contract Delivery Date" do not include any extension of the delivery schedule, however accomplished, except for such excusable causes.

(5) The adjusting price index means:

(i) for supplies delivered within the contract delivery date

(A) for price increases, the producer price index for the economic indicator for the month 30 days prior to the contract delivery date, or the month 30 days prior to the date supplies are shipped, whichever is earlier, and

(B) for price decreases, the producer price index for the economic indicator for the month 30 days prior to the date the supplies are shipped.

(ii) for supplies delivered after the contract delivery date, the producer price index for the economic indicator for the month 30 days prior to contract delivery date or for the month 30 days prior to actual shipment, whichever is lower.

(b) The unit prices for the supplies set forth in the contract shall be subject to adjustment upward or downward by the percentage relationship of the adjusting price index to the base price index. (Divide the adjusting price index by the base price index; multiply this percentage by the contract unit price; this is the adjusted contract unit price.) The producer price index to be used in calculating the amount of adjustment shall be that index for the Code No. and Commodity specified in paragraph a. above. If the BLS fails to publish the selected index in the month 30 days prior to contract delivery date or the month 30 days prior to date supplies are delivered, the parties shall agree on an appropriate method of computing the adjusting price index. Failure to agree on an appropriate method of adjustment shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

(c) If the Contracting Officer determines that the index consistently and substantially fails to reflect market conditions, the Contracting Officer may amend the contract to specify use of an appropriate subject index, effective on the date the index specified in the contract begins to consistently and substantially fail to reflect market conditions.

ADDENDUM TO FAR 52.212-4 (continued)

(d) Pending revision of the contract unit prices, if any to be made pursuant to this clause, the Contractor shall be paid the contract unit prices for deliveries made.

(e) Within 180 days after date of shipment of the supplies or such further period as may be authorized

in writing by the Contracting Officer, the Contractor:

(1) By written notice to the Contracting Officer, may request an upward adjustment of the contract prices pursuant to the provisions of this clause. Such notice shall set forth the amount of adjustment requested, the date of shipment of the supplies and the applicable base price and adjusting price indexes.

(2) If the contract unit prices are subject to a downward adjustment pursuant to this clause, shall notify the Contracting Officer in writing of the date of shipment, the supplies and the applicable base price and adjusting price indexes.

(3) Shall certify on a final adjusting invoice that all price decreases required by this clause have been applied in the manner required herein.

(f) Notwithstanding any other provisions of this clause, price adjustments under this clause shall be subject to the following limitations:

(1) The aggregate of the increases in any unit price under this clause shall not exceed 10% percent of the applicable contract unit price as of the contract date. There is no percentage limitation on the amount of decreases made under this clause.

(2) No adjustment shall be made under this clause unless the total change in the contract amount is \$250.00 or more.

(g) Notwithstanding any other provision of this clause, applicable price decreases may be affected by the Contracting Officer any time after shipment of the supplies.

(h) Price adjustment pursuant to this clause will be made by contract modification(s) to the contract issued by the Contracting Officer which, in addition to showing the adjustment, will show the base price index, the adjusting price index, and the percentage relationship. The Contractor agrees that in the event the contract unit prices are decreased in accordance with this clause, the refund covering the amount of overpayment will be forwarded to the Contracting Officer upon issuance of the modification.

(i) Any dispute arising under this clause shall be determined in accordance with the provisions of the "Disputes" clause of this contract.

(j) The Contractor warrants that the price set forth in this contract does not include any allowance for a contingency to the extent covered by this clause.

(End of Clause)

ADDENDUM TO FAR 52.212-4 (continued)

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

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

(a) Definition.

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

(b) Surge Option.

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

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

If the Contractor is a manufacturer, the materials needed to produce the surge quantities specified in the attached spreadsheet shall be acquired, stored and managed by the Contractor. If the Contractor is a non-manufacturer, the resources needed (for example, access to raw material, inventories, production capabilities, and transportation services) to provide the surge quantities as specified in the attached

spreadsheet shall be obtained by the Contractor. In either case, the Contractor shall maintain and rotate these materials and/or end items and/or continuously maintain access to the resources needed to support surge requirements. The Contractor is contractually obligated to ensure that the capabilities exist to fulfill the surge requirements specified in the attached spreadsheet, if and when the Surge Option is exercised.

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

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

The prices applicable to the basic contract quantities shall be those prices stated in the Award/Contract. The prices applicable to the surge option quantities shall be the agreed to or not-to-exceed prices mentioned in the preceding paragraph. If an agreed to price has not been established at the time of the exercise of the surge option, no later than thirty (30) days after the date of the exercise of the option, the

Contractor shall submit a cost or price proposal, together with justification for the cost/price, including holding or storage costs, for the materials required to produce the added/accelerated items (if the Contractor is a manufacturer), or for the added or accelerated items (if the Contractor is a non-manufacturer). Any failure to agree on a final price applicable to those materials or items within the scope of this Surge Option provision shall be a dispute within the meaning of the Disputes clause of the contract. However, nothing in this clause shall be cause for the Contractor to refrain from performance under the Surge Option pending resolution of any dispute. The Contractor will not be required to deliver supplies or services at a rate greater than the delivery rate detailed in the attached spreadsheet. Further, no delivery under the exercise of this Surge Option shall be required more than 24 calendar months subsequent to government acceptance of the final scheduled delivery under the contract.

EXAMPLE

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.

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.

ADDENDUM TO FAR 52.212-4 (continued)

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

(End of Clause)

ADDENDUM TO FAR 52.212-4 (Continued)

SURGE AND SUSTAINMENT REQUIREMENTS PAGES 30 - 31

SURGE AND SUSTAINMENT REQUIREMENTS (STRAP, WEBBING)

LINE ITEM	NSN	30	60	90	120	150	180	Total
3	5340004923706	0	0	2	2	2	2	8
5	5340005582835	0	1	19	19	19	19	77
6	5340006851164	0	0	3	3	3	3	12
7	5340007217108	0	1	7	7	7	7	29
20	5340011572100	4	0	4	0	0	0	8
25	5340012304199	2	2	2	2	2	2	12
40	5340008605446	1	0	0	0	0	0	1
42	5340009147303	3	1	0	0	0	0	4
43	5340009498638	1	0	0	0	0	0	1
69	5340012502431	10	0	0	0	0	0	10
52	5340011483757	0	1	0	0	0	0	1
62	5340012006131	11	11	11	11	11	11	66
108	5340013543656	10	10	10	10	10	10	60

SURGE AND SUSTAINMENT REQUIREMENTS (STRAP, RETAINING)

LINE ITEM	NSN	ICP	ITEM NAME	30	60	90	120	150	180
116	5340001259976	I	STRAP,RETAINING	1	1	1	1	1	1
119	5340003431282	I	STRAP, RETAINING	1	1	1	1	1	1
120	5340004276525	I	STRAP, RETAINING	1	1	1	1	1	1
121	5340004539374	I	STRAP, RETAINING	3	0	0	0	0	0
124	5340005019724	I	STRAP, RETAINING	1	1	1	1	1	1
129	5340010894199	I	STRAP, RETAINING	1	1	1	1	1	1
130	5340011053735	I	STRAP, RETAINING	3	3	3	0	0	0
136	5340011339334	I	STRAP, RETAINING	1	0	0	0	0	0
144	5340012137101	I	STRAP, RETAINING	12	12	12	12	12	12
148	5340013335851	I	STRAP,RETAINING	12	12	12	12	12	12
157	5340012124887	I	STRAP,RETAINING	19	6	5	0	0	0
158	5340012770232	I	STRAP,RETAINING	3	3	3	0	0	0
162	5340000848470	I	STRAP,RETAINING	15	15	13	0	0	0
167	5340001906804	I	STRAP,RETAINING	2682	0	0	0	0	0
176	5340004540320	I	STRAP,RETAINING	4	2	2	0	0	0
182	5340005296199	I	STRAP,RETAINING	2	0	0	0	0	0
186	5340008345110	I	STRAP,RETAINING	0	0	5	5	5	5
203	5340010996414	I	STRAP,RETAINING	2	0	0	0	0	0
204	5340011028400	I	STRAP,RETAINING	4	4	4	4	4	4
216	5340011583160	I	STRAP,RETAINING	4	4	4	4	4	4

224	5340011905100	I	STRAP,RETAINING	4	0	0	0	0	0
233	5340012519729	I	STRAP,RETAINING	2	0	0	0	0	0
242	5340001102930	I	STRAP,RETAINING	9	9	9	9	9	9
243	5340003071717	I	STRAP,RETAINING	0	1	11	11	11	11

ADDENDUM TO FAR 52.212-4 (Continued)

130	5340004603427	I	STRAP,RETAINING	59	59	59	59	59	59
139	5340010064103	I	STRAP,RETAINING	6	0	0	0	0	0
146	5340010883304	I	STRAP,RETAINING	6	6	6	6	6	6
147	5340011204624	I	STRAP,RETAINING	1	0	0	0	0	0
148	5340011227116	I	STRAP,RETAINING	3	3	3	3	3	3
149	5340011458291	I	STRAP,RETAINING	3	3	3	3	3	3
167	5340004644792	I	STRAP,RETAINING	78	80	78	0	0	0
171	5340011860537	I	STRAP,RETAINING	1	0	0	0	0	0
173	5340011880938	I	STRAP,RETAINING	16	0	0	0	0	0
180	5340012242896	I	STRAP,RETAINING	2	2	2	0	0	0

DISC 52.246-9I06 DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORT (MAY 2000) (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-IABA18; 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

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 in Section B of this document.

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

ADDENDUM TO FAR 52.212-4

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

CLAUSE NUMBER**TITLE/DATE**

FAR 52.204-7	Central Contractor Registration (OCT 2003) - #####
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
FAR 52.211-17	Delivery of Excess Quantities (Sep 1989)
FAR 52.214-34	Submission of Offers in the English Language (Apr 1991)
FAR 52.214-35	Submission of Offers in U.S. Currency (Apr 1991)
FAR 52.227-2	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)
FAR 52.246-15	Certificate of Conformance (Apr 1984) (only applies to source inspected orders)
FAR 52.247-34	F.O.B. Destination (Nov 1991)
FAR 52.247-48	F.O.B. Destination – Evidence of Shipment (Feb 1999) (only applies to destination inspected orders)
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

DFARS 252.225-7002	Country (MAR 1998) Qualifying Country Sources as Subcontractors (APR 2003)
DFARS 252.246-7000	Material Inspection and Receiving Report (Dec 1991)
DLAD52.211-9004	Priority Rating for Various Long Term Contracts (March 2000)

ADDENDUM TO FAR 52.212-4 (Continued)

DLAD 52.211-9010	Military Shipping Label (MSL) Requirements - MIL-STD-129P (FEB 2004) - #####
DLAD 52.212-9000	Changes-Military Readiness (MAR 2001)
DLAD 52.233-9000	Agency Protests (SEP 1999)
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 52.246-9I04	Destination Inspection And Acceptance (Jan 1989) (II)
DSCP 52.247-9I03	Consignment and Addressing Instructions (JULY 1998)

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

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

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

All wooden pallets and wood containers produced entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standard Committee, Incorporated (ALSC) in accordance with the latest revision of ALSC Non-Manufactured Wood Packing Policy and Non-Manufactured Wood Packing Enforcement

Regulations (see World Wide Web URL: <http://www.alsc.org/>) All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of "NC-US", 1.25 inches or greater in height, accompanied by the CAGE code of the pallet/container manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible.

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

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

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

{Contracting Officer shall check as appropriate.}

- (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) **52.219-3**, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
- (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer.) (15 U.S.C. 657a)
- (4)(i) **52.219-5**, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994.)
- (ii) Alternate I (MAR 1999) of 52.219-5.
- (iii) Alternate II (JUNE 2003) of 52.219-5.
- (5) (i) **52.219-6**, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-6.
- (iii) Alternate II (MAR 2004) of 52.219-6. - #####
- (6) (i) **52.219-7**, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7
- (iii) Alternate II (MAR 2004) of 52.219-7. - #####
- (7) **52.219-8**, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)). - #####
- (8) (i) **52.219-9**, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637 (d)(4)). *[Add Alternate I when using Sealed Bidding procedures. Add Alternate II when*

subcontracting plans are required at time of initial proposal; generally, this Alternate should be included.]

___ Alternate II (OCT 2001) of 52.219-9.

(9) **52.219-14**, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
[Paragraphs 10 through 12 are not applicable to DoD contracts at this time.]

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

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

FAR 52.212-5 (continued)

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

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

___ (13) **52.219-27**, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) - #####

(14) **52.222-3**, Convict Labor (JUNE 2003) (E.O. 11755).

(15) **52.222-19**, Child Labor - Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).

(16) **52.222-21**, Prohibition of Segregated Facilities (FEB 1999).

(17) **52.222-26**, Equal Opportunity (APR 2002) (E.O. 11246).

(18) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(19) **52.222-36**, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

___ (20) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

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

[Paragraphs (22) - (24) are not applicable to DoD contracts and have been deleted.]

___ (25) **52.225-13**, Restriction on Certain Foreign Purchases (DEC 2003) - #####
(E.o.s., proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[Paragraphs (26) and (27) are not applicable to DoD contracts and have been deleted.]

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

FAR 52.212-5 (continued)

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

- (1) **52.222-41**, Service Contract Act of 1965, as amended (MAY 1989)(41 U.S.C. 351, et seq.).
- (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) **52.222-47**, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989)(41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.*

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

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

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

litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

- (i) **52.219-8**, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontractor (except subcontracts to small business concerns) exceeds \$500,000

FAR 52.212-5 (continued)

(\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) **52.222-26**, Equal Opportunity (APR 2002)(E.O. 11246);
- (iii) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001)(38 U.S.C. 4212);
- (iv) **52.222-36**, Affirmative Action for Workers with Disabilities (JUNE 1998)(29 U.S.C. 793);
- (v) **52.222-41**, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*);
- (vi) **52.247-64**, Preference for Privately-Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

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

DFARS 252.212-7001 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAY 2004)

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

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

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

252.205-7000 Provision of Information to Cooperative Agreement Holders
(Dec 1991) (10 U.S.C. 2416).

252.219-7003 Small, Small Disadvantaged Business, and Women-Owned
Small Business Subcontracting Plan (DoD Contracts) (Apr 1996)
(15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business
Subcontracting Plan (Test Program)(Jun 1997)(15 U.S.C. 637 note)

252.225-7001 Buy American Act and Balance of Payment Program (Apr 2003)
41 U.S.C. 10a-10d, E.O. 10582)

252.225-7012 Preference for Certain Domestic Commodities (May 2004) (10 U. S. C.
2533a) - #####

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

- 252.225-7015** Restriction on Acquisition of Hand or Measuring Tools (Apr 2003) (10 U.S.C. 2533a).
- 252.225-7016** Restriction on Acquisition of Ball and Roller Bearings (Apr 2003) (___ Alternate I) (May 2004)(10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
- 252.225-7021** Trade Agreements (Jan 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note) - #####
- 252.225-7027** Restriction on Contingent Fees for Foreign Military Sales (Apr 2003) (22 U.S.C.2779) (Insert _____ in paragraph (b)(1))
- 252.225-7028** Exclusionary Policies and Practices of Foreign Governments (Apr 2003) (22 U.S.C. 2755).
- 252.225-7036** Buy American Act--Free Trade Agreements--Balance of Payments Program (Jan 2004) (_____ Alternate I)(Jan 2004)(41 U.S.C.10a - 10d and 19 U.S.C. 3301 note)

DFARS 252.212-7001 (continued)

- 252.225-7038** Restriction on Acquisition of Air Circuit Breakers (Apr 2003) (10 U.S.C. 2534(a)(3))
- 252.226-7001** Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248). - #####
- 252.227-7015** Technical Data -- Commercial Items (Nov 1995)(10 U.S.C. 2320).
- 252.227-7037** Validation of Restrictive Markings on Technical Data (Sep 1999) (10 U.S.C. 2321).
- 252.232-7003** Electronic Submission of Payment Requests (Jan 2004) (10 U.S.C. 2227) - #####
- 252.243-7002** Requests for Equitable Adjustment (Mar 1998)(10 U.S.C. 2410)
- 252.247-7023** Transportation of Supplies by Sea (May 2002) (___ Alternate I) (Mar 2000) (___ Alternate II) (Mar 2000) (_____ Alternate III) (May 2002) (10 U.S.C. 2631) .
- 252.247-7024** Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the contractor shall include the terms of the following clauses, if

applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

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

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

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

NSN: Various – see attached listing

STRAP, WEBBING AND STRAP, RETAINING (VARIOUS)

I/A/W COMPETITIVE STANDARDS AND DRAWINGS

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: Thomas.Wilkie@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_ltc.htm. (Note: AEQ is defined as annual estimated qty.)

LINE ITEM	NSNs	ITM_NM	AEQ	UI	UNIT PRICE	DELY DAYS
1	5340001594569	STRAP,WEBBING	3826	EA		
2	5340004507892	STRAP,WEBBING	341	EA		
3	5340004923706	STRAP,WEBBING	336	EA		

4	5340005056379	STRAP,WEBBING	492	EA		
5	5340005582835	STRAP,WEBBING	1526	EA		
6	5340006851164	STRAP,WEBBING	954	EA		
7	5340007217108	STRAP,WEBBING	281	EA		
8	5340009112923	STRAP,WEBBING	16	EA		
9	5340009302043	STRAP,WEBBING	20	EA		
10	5340009302716	STRAP,WEBBING	605	EA		
11	5340009302717	STRAP,WEBBING	415	EA		
12	5340009539018	STRAP,WEBBING	116	EA		
13	5340009684060	STRAP,WEBBING	17067	EA		
14	5340010037715	STRAP,WEBBING	73	EA		
15	5340010328448	STRAP,WEBBING	956	EA		
16	5340010367665	STRAP,WEBBING	212	EA		
17	5340010383428	STRAP,WEBBING	848	EA		
18	5340010771659	STRAP,WEBBING	160	EA		
19	5340011335415	STRAP,WEBBING	151	EA		
20	5340011572100	STRAP,WEBBING	278	EA		
21	5340011684200	STRAP,WEBBING	50	EA		
22	5340011846886	STRAP,WEBBING	628	EA		
23	5340011937148	STRAP,WEBBING	429	EA		
24	5340011937149	STRAP,WEBBING	1665	EA		
25	5340012304199	STRAP,WEBBING	24	EA		
26	5340012405727	STRAP,WEBBING	135	EA		
27	5340012597613	STRAP,WEBBING	81	EA		
28	5340013870090	STRAP,WEBBING	165	EA		
29	5340013958001	STRAP,WEBBING	128	EA		
30	5340014555451	STRAP,WEBBING	44	EA		
31	5340001273951	STRAP,WEBBING	23	EA		
32	5340001561281	STRAP,WEBBING	180	EA		
33	5340004106424	STRAP,WEBBING	135	EA		
34	5340005742303	STRAP,WEBBING	33	EA		
35	5340006205497	STRAP,WEBBING	149	EA		
36	5340006804636	STRAP,WEBBING	434	EA		
37	5340007064483	STRAP,WEBBING	150	EA		
38	5340008278483	STRAP,WEBBING	1878	EA		
39	5340008316949	STRAP,WEBBING	6346	EA		
40	5340008605446	STRAP,WEBBING	309	EA		
41	5340008689610	STRAP,WEBBING	757	EA		
42	5340009147303	STRAP,WEBBING	117	EA		
43	5340009498638	STRAP,WEBBING	815	EA		
44	5340009656919	STRAP,WEBBING	10	EA		
45	5340009657833	STRAP,WEBBING	9032	EA		
46	5340010151254	STRAP,WEBBING	532	EA		
47	5340010437939	STRAP,WEBBING	250	EA		
48	5340011300146	STRAP,WEBBING	13	EA		
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71	5340012636251	STRAP,WEBBING	482	EA		
72	5340012786283	STRAP,WEBBING	99	EA		
73	5340012881750	STRAP,WEBBING	428	EA		
74	5340012939495	STRAP,WEBBING	176	EA		
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77	5340012948223	STRAP,WEBBING	170	EA		
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79	5340013159731	STRAP,WEBBING	32	EA		
80	5340013264859	STRAP,WEBBING	504	EA		
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89	5340013674998	STRAP,WEBBING	124	EA		
90	5340013674999	STRAP,WEBBING	131	EA		
91	5340013714116	STRAP,WEBBING	23	EA		
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148	5340013335851	STRAP,RETAINING	438	EA		
149	5340013419726	STRAP,RETAINING	22	EA		
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152	5340001249228	STRAP,RETAINING	63	EA		
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154	5340001906769	STRAP,RETAINING	582	EA		
155	5340011010978	STRAP,RETAINING	60	EA		
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162	5340000848470	STRAP,RETAINING	1498	EA		
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220	5340011816427	STRAP,RETAINING	17	EA		
221	5340011850386	STRAP,RETAINING	703	EA		
222	5340011867229	STRAP,RETAINING	635	EA		
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229	5340012134665	STRAP,RETAINING	21	EA		
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233	5340012519729	STRAP,RETAINING	179	EA		

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259	5340010835344	STRAP,RETAINING	372	EA		
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262	5340011227116	STRAP,RETAINING	70	EA		
263	5340011458291	STRAP,RETAINING	328	EA		
264	5340011470066	STRAP,RETAINING	249	EA		
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268	5340011907732	STRAP,RETAINING	16	EA		
269	5340012148222	STRAP,RETAINING	59	EA		
270	5340012202408	STRAP,RETAINING	63	EA		
271	5340012876191	STRAP,RETAINING	2186	EA		
272	5340012933735	STRAP,RETAINING	180	EA		
273	5340013072681	STRAP,RETAINING	32	EA		
274	5340013244488	STRAP,RETAINING	46	EA		
275	5340013393317	STRAP,RETAINING	380	EA		
276	5340013597888	STRAP,RETAINING	305	EA		
277	5340013796065	STRAP,RETAINING	31	EA		
278	5340013809069	STRAP,RETAINING	16	EA		
279	5340013993063	STRAP,RETAINING	20	EA		

280	5340007409366	STRAP,RETAINING	447	EA		
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284	5340011028030	STRAP,RETAINING	279	EA		
285	5340011860537	STRAP,RETAINING	201	EA		
286	5340011860538	STRAP,RETAINING	18	EA		
287	5340011880938	STRAP,RETAINING	207	EA		
288	5340010412420	STRAP,RETAINING	1116	EA		
289	5340010654543	STRAP,RETAINING	113	EA		
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292	5340011000483	STRAP,RETAINING	183	EA		
293	5340011816134	STRAP,RETAINING	147	EA		
294	5340012242896	STRAP,RETAINING	29	EA		
295	5340004213992	STRAP,RETAINING	195	EA		

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

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which

submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

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

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

(c) *Period for Acceptance of Offers.*

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

(d) *Product Samples.*

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

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

FAR 52.212-1 (continued)

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

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

(h) *Multiple Awards.*

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

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

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

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

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

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

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

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

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

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

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

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

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

FAR 52.212-1 (continued)

followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

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

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

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

FAR 52.212-1 (continued)**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 120 days.

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

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

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

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

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

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

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

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

Addendum to FAR 52.212-1.

The clauses listed below are incorporated by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(Also, the full text of a solicitation provision may be accessed electronically at these addresses:

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

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

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

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.
- (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 295 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 coverage, then the Government reserves the right to remove items for which no offers were received from any offeror.

(End of Provision)

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

(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.

ADDENDUM TO FAR 52.212-1

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

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

(f) An ABVS score does not determine an offeror's award eligibility, or technical acceptability, nor does it establish or dictate a responsibility or nonresponsibility determination. The ABVS score used for evaluation will be that score in effect at the time offers are evaluated. There is no minimum volume of business required for a contractor to be scored. The contracting officer may consider the volume of business on which the performance score is based as a measure of confidence in the score's indication of performance risk. A contractor with no performance history in the FSC will be given a score of 999.9, which will identify the contractor as a new offeror in that FSC. New offeror status will not be grounds for disqualification for award. New offerors may be considered more favorably than scored offerors with a poor performance record. Also, the desirability of expanding the supplier base and possible competition enhancement in future procurements will be considered in the source selection decision when new offerors are present.

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

(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)

ADDENDUM TO FAR 52.212-1**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
 - (4) business day of first notice of the error or malfunction to arrange for retransmission. Repeated errors or malfunctions may necessitate the termination of EDI transmissions with the contractor, and may necessitate the termination of the contract.
- (d) In the event of an error or malfunction in EDI transmission caused by a Government representative or equipment, the Contracting Officer shall immediately notify the Contractor and arrange for retransmission of the data.

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

ADDENDUM TO FAR 52.212-1

- (j) VAN listed below must be approved by the Contracting Officer, in writing, prior to change-over.

- (k) 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)

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

- (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.)

ADDENDUM TO FAR 52.212-1

(8) your access to and plans for coordinating distribution(receiving, storing, packaging and issuing) and transportation services needed to meet surge and sustainment requirements, including agreements with suppliers of these services and time frames for services provided.

(9) your agreements with suppliers that reflect access to supplier base resources, including commitments to hold rotating amounts of assets, and time frames for delivering these assets; also list commitments to provide access to production capabilities, and time frames for this access.

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

(d) The offeror may obtain a copy of the Industrial Capabilities Questionnaire by contacting Ms. Linda Harrison, at (215) 737-5449, of the General and Industrial Readiness Commodity Business Unit (CBU), DSCP-IR. Industrial Capability information may be submitted electronically via the World Wide Web Industrial Capabilities Assessment Program (WICAP) at the following DLA website:

<http://dscp123.dscp.dla.mil/wicap/>

Browsers required are Internet Explorer 4.0 and above, or Netscape 3.0 and above.

(End of Provision)

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

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

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following technical (i.e., non-price) factors, listed in descending order of importance, shall be used to evaluate offers:

PAST PERFORMANCE

ADDENDUM TO FAR 52.212-1

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.

ADDENDUM TO FAR 52.212-2**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.

(End of Provision)

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.

ADDENDUM TO FAR 52.212-2

(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)

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

The Government will evaluate each offeror's ability to increase its production, if the offeror is a manufacturer, or to have production under the contract increased, if the offeror is other than a manufacturer, to meet surge and sustainment requirements which arise during contract performance. Surge/Sustainment Plans submitted will be evaluated in accordance with Section L of this solicitation.

(End of Provision)

Evaluation of Proposals for Multiple Awards #####

In addition to other factors, proposals will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating bids, that \$500 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation,

and individual awards will be for the items or combinations of items that result in the lowest aggregate cost to the Government, including the assumed administrative costs.

(End of Provision)

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

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

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

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

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

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

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

(1) Means a small business concern--

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

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled 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.)

FAR 52.212-3 (continued)

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

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

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

TIN: _____

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

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

(4) *Type of Organization*.

Sole proprietorship;

Partnership;

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

(5) *Common Parent.*

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

Name _____

TIN _____

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

(1) *Small business concern.*

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

FAR 52.212-3 (continued)

(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).

FAR 52.212-3 (continued)

(Check one of the following):

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

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

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

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small

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

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

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small*

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

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

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone
FAR 52.212-3 (continued)

small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

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

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

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

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

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

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

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

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

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

(f) *Buy American Act Certificate*. (The certificate at DFARS 252.225-7000 or 7020 shall be completed if it is provided as an Attachment to FAR 52.212-3).

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

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

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

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

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

FAR 52.212-3 (continued)

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

ALTERNATE I (APR 2002) As prescribed in 12.301(b)(2), add the following paragraph

(c) (11) to the basic provision:

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

_____ Black American

_____ Hispanic American

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

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

FAR 52.212-3 (continued)

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

_____	_____
_____	_____
_____	_____

FAR 52.212-3 (continued)

(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

FAR 52.212-3 (continued)

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.

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

(a) *Definitions.*

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

(b) *Evaluation.*

The Government -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Other Required Certifications]

**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.