

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

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

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL: 	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
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9. ISSUED BY	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. DISCOUNT TERMS
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15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
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17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NO.			17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	
			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA _____ ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA _____ ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

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

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SOLICITATION SP0560-04-R-0041**

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**7. DFARS 252.212-7000 - Offeror Representations and Certifications – Commercial  
Items**

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

**1. Block 8**

Offer Due Date/Local Time: 01 JUNE 2004 / 4:00 pm E.S.T.

**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: SP0560-04-R-0041  
Opening/Closing Date and Time 01 JUNE 2004 / 4:00 pm E.S.T.

**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: SP0560-04-R-0041  
Opening/Closing Date and Time 01 JUNE 2004 / 4:00 pm E.S.T.

[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.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### CAUTION NOTICE

This is an Indefinite Quantity Contract (IQC) Type, is totally set-aside for small business. The FSC 5340 Mounting, Plate items are fully competitive standards and drawings available to all offerors on cd-rom **see page 35**. The solicitation contains 73 CORE NSNs (items with projected demand over the next two-years). There are 552 NON-CORE NSNs (items with no projected demand, however, remain active). Offerors are encouraged to provide a proposal on **all** CORE items. Each item will be evaluated individually and awarded on an item-by-item basis using Best Value Procedures.

This will be a commercial paperless ordering system (POPS) type award. Delivery orders will be placed against it at the award unit price for a period of one (1) year with additional one-year option periods for four (4) years.

The NON-CORE items that may be added to the contract in accordance with the clause “ADDITION AND DELETION OF ITEMS (MAR 2003) **page 19** of the solicitation. Add items will be awarded (on a post award basis) to the contractor(s) offering price and delivery most advantageous to the Government.

The solicitation contains an option clause to extend contract performance for an additional four years by offering four one-year options. Offers **MUST** complete the clause “**Option to Extend the Term of Contract-Notice of EPA Provision (Alternate)(JUL 1992).**” An offeror’s acceptance of the option provision is mandatory. Failure to “X” the acceptance provision (**page 25**) may result in an offer being eliminated from further consideration

A complete listing of items CORE and NON-CORE can be found on the Website: [http://www.dscp.dla.mil/gi/general/scp\\_ltc.htm](http://www.dscp.dla.mil/gi/general/scp_ltc.htm). The **Excel Spreadsheet file identifies a list of the required FSC5340 Mounting, Plate CORE items (73 items) and the annual estimated quantity (AEQ) of material. Offerors are required to submit their offers/prices on the same MS Excel spreadsheet file and return the MS Excel spreadsheet on a diskett/cd-rom as part of their offer.**

To perform under each of the contracts awarded pursuant to this solicitation, the contractor will be required to have in place, and in operation electronic commerce/electronic data interchange (EC/EDI) capability (**page 44**). Proposals from offerors who lack EC/EDI capability at the time specified for receipt of offers may be determined technically unacceptable. Offerors are also cautioned to read and comply with DSCP clause 52.232-9I10, “Submission of Invoice by Electronic Methods,

“the full text of which can be accessed in the G& I Local Clause at:

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

Items requiring source inspection are identified on the Procurement Identification Description of the Excel spreadsheet.

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

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

**Schedule of Supplies/Services**

MOUNTING, PLATES (VARIOUS)

EACH NSN CAN BE FOUND ON THE WEBSITE: [http://www.dscp.dla.mil/gi/general/scp\\_ltc.htm](http://www.dscp.dla.mil/gi/general/scp_ltc.htm)

MOUNTING, PLATES - REQUIREMENTS:

I/A/W COMPETITIVE STANDARDS AND DRAWINGS

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

PREP FOR DELIVERY: PACKAGING CODES FOR STOCK

PKGING DATA – MIL-STD-2073-1D, 15 DEC 1999

Complete Packaging Data and QUP for Each NSN can be found on the Website:

[http://www.dscp.dla.mil/gi/general/scp\\_ltc.htm](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.)**

THE FOLLOWING STAMP APPLIES TO EACH LINE ITEM:

UNIT PACK APPLIES WHERE POSSIBLE.

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

A list of potential NSNs (non core items) that may be added on a post award basis can be found at [http://www.dscp.dla.mil/gi/general/scp\\_ltc.htm](http://www.dscp.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 5 sheets:

- 1 Core – PID data: drawing numbers, QUPS, QAPS, Type# and AEQ
- 2 Core PKG – packaging data for each NSN
- 3 Core Work Sheet – provides annual estimated quantity, INPUT columns for Price and Delivery.
- 4 Table Data – explanation of PID table codes
- 5 Non Core – universe of Mounting, Plates, no current demand

**UPON REQUEST: POC – CAROL SANDS, (215) 737-3013 WILL PROVIDE WEB SITE INFORMATION AND ISSUE DRAWING DATA ON CD-ROM.**

**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:

<u>Paragraph</u>	<u>Additional Language</u>
[ X ]            (a)	FAR 52.246-2, <i>Inspection of Supplies - Fixed Price</i> , is hereby included in this contract and takes precedence over FAR 52.212-4(a). <b>Applicable to all source inspected items.</b>
[ ]                (i)	<b>Fast Payment</b> procedures apply. The Government will pay invoices based on the Contractor’s delivery of supplies to a post office or common carrier (or, in shipments by other means), to the point of first receipt by the Government.

**ADDENDUM TO FAR 52.212-4**

THE CLAUSES LISTED BELOW ARE INCORPORATED BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. (Also, the full text of a solicitation provision may be accessed electronically at these addresses: FAR and DFARS – <http://www.acq.osd.mil/dp/dars> ; DLAD, PROCLTRs and FARS Deviations – <http://www.dla.mil/j-3/j-336> ; G&I Local Clauses - [http://www.dscp.dla.mil/contract/dgpa/Part52\\_Interface.doc](http://www.dscp.dla.mil/contract/dgpa/Part52_Interface.doc)

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

FAR 52.204-7	Central Contractor Registration (OCT 2003)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
FAR 52.232-17	Interest (JUNE 1996)
FAR 52.242-13	Bankruptcy (JULY 1995)
DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.204-7004	Alteration to FAR 52.204-7, Alternate A (NOV 2003)
DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist

DFARS 252.225-7002	Country (MAR 1998) Qualifying Country Sources as Subcontractors (APR 2003)
DLAD52.211-9004	Priority Rating for Various Long Term Contracts (March 2000)
DLAD 52.211-9010	SHIPPING LABEL (MSL) REQUIREMENTS MIL-STD-129P (FEB 2004)
DLAD 52.212-9000	Changes-Military Readiness (MAR 2001)
DLAD 52.233-9000	Agency Protests (SEP 1999)
DSCP 52.247-9I03	Consignment and Addressing Instructions (JULY 1998)
DSCP 52.209-9I14	Nonissuance of Delivery Orders Under Indefinite Delivery Type Contracts When Contractor is Either Suspended or Debarred (SEP 1992)
DSCP 52.211-9I09	Delivery Time - Additional Provisions (SEP 1990)
DSCP 52.216-9I21	Ordering - Special Provision (OCT 1986)
DSCP 52.246-9I04	Destination Inspection and Acceptance (JAN 1989)
DSCP 52.246-9I08	Inspection and Acceptance (Sep 1990)
FAR 52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)
<b>ADDENDUM TO FAR 52.212-4 (cont.)</b>	
FAR 52.246-2	Inspection of Supplies - Fixed Price (Aug 1996) (I) <b>(only applies to source inspected orders)</b>
FAR 52.246-15	Certificate of Conformance (Apr 1984) <b>(only applies to source inspected orders)</b>
FAR 52.247-34	FOB Destination (NOV 1991)
FAR 52.247-48	F.O.B. Destination – Evidence of Shipment (Feb 1999) <b>(only applies to source inspected orders )</b>

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

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

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

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

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

(a) A variation in the quantity of any item called for by this contract will not be

**ADDENDUM 52.212-4 (continued)**

accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

5% Percent increase    5% Percent decrease

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

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

FROM

\_\_\_\_\_ X \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ The effective date of the award/contract.  
\_\_\_\_\_ or the effective date of the award/contract, whichever is later.

THROUGH

\_\_\_\_\_

\_\_\_\_\_

- \_\_\_\_\_ a date exactly two calendar year(s) after the effective date of the award/contract.
- X or a date exactly **one** calendar year(s) after the effective date of the award/contract, whichever is later.

NOTE: If a portion (but not all) of the requirement for an item (or lot) has been set aside for small business or labor surplus area concerns, the ordering period of the set-aside portion of the procurement for said item (or lot) shall terminate on the expiration date of the ordering period of the requirements contract awarded for the non-set-aside portion of said item (or lot).

**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

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

locations.

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

**DSCP 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 capabilities during wartime and during peacetime emergencies. This includes the ability of the supplier to ramp-up quickly to meet early requirements as well as to sustain the increased pace throughout the emergency.

(b) Surge Option.

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

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

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

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

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

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

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

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.

(a) Surge Testing.

The Government reserves the right to perform surge tests, or to require the contractor to conduct surge tests, to validate the surge capabilities (i.e., ability to ramp up quickly, to sustain a required

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

The following chart lists the items that have Surge Requirements.

NSN	SURGE			REQUIREMENT				TOTAL
	30	60	90	S 120	150	180		
5340011024535	7	0	0	0	0	0	7	
5340011967736	11	0	0	0	0	0	11	
5340012377422	13	11	12	0	0	0	36	
5340013500399	8	6	9	0	0	0	23	
5340014828928	2	2	2	2	2	2	12	

#### **DSCP 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).**

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

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

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

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

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 on Page 2 of the delivery order. In accordance with DFARS Appendix F, a copy

of the DD Form 250 must be included with each additional package of a multi-package shipment.

## **ADDITION AND DELETION OF ITEMS - MARCH 2004**

### **A. ADDITIONS.**

#### **1. Additions by the Government.**

- (a) In addition to the core listing of 73 items, the scope of the contract(s) resulting from this solicitation will include additional items that are in a universe described as Mounting, Plates, Competitive, in the FSC 5340. It is the intention of the Government to add items (see <http://www.dscp.dla.mil/gi/general/scp.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 contracting officer will evaluate offers in accordance with the terms of Clause 52.215-9I14 Evaluation of Past Performance Under the Automated Best Value System (ABVS) Program (DEC 1999) DSCP and Additional Sources of Past Performance Information (JAN 2004) in the Addendum to FAR 52.212-2.

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

#### **2. Additions or Substitutions Recommended by the Contractor.**

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

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.

**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

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

- (b) no replacement, the notice shall include information concerning the availability of alternate sources or substitute item(s). If, based on the recommendation of the Contractor, an item is, or a number or items are, deleted from the contract, the deletion shall be a Termination for Convenience.

**3. Administration of Deletions.**

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

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

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

- (a) Definitions.

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

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

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

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

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

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

(b) Minimum Order. As applicable, the minimum quantity, or the minimum dollar value, for any individual delivery order issued under this contract will be 25% of the yearly 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 300% annual estimated quantity.

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

(3) A series of orders from the same ordering office within a period of 90 days that together call for quantities or dollar values in excess of the limitations in (1) or (2) of this Paragraph (c).

(b) 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. Where upon, the **ADDENDUM TO FAR 52.212-4 (continued)**

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

(e) **Guaranteed Minimum.**

- (1) Scope of Guaranteed Minimum
  - a. For a contract with a base period of one year, if the minimum guarantee is stated in terms of quantity, the guaranteed minimum will be a percentage of the annual estimated quantity of the item.
  - b. For a contract with a base period of one year, if the minimum guarantee is stated in terms of a dollar value, the guarantee will be determined at the time of award and will be a percentage of the aggregate of the annual estimated amounts of the items awarded.
  - c. For a contract with a base period of more than one year, if the minimum guarantee is stated in terms of quantity, the guarantee will be a percentage of the annual estimated quantity for each item awarded multiplied by the number of contract years in the base period. For a contract with a base period of more than one year, if the minimum guarantee is stated in terms of a dollar value, the guarantee will be a percentage of the annual estimated value multiplied by the number of contract years in the base period.
  - d. The minimum guarantee for any option period will be a percentage of the annual estimated quantity for each item covered by the option, if the guaranteed minimum is stated in terms of quantity, or will be a percentage of the annual estimated value, if the guaranteed minimum is stated in terms of dollar value.

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

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

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

Supplies which have a dollar value of \_\_\_\_\_ the annual estimated value multiplied by two (Base period of two or more years).

(3) Subject only to the minimum per order specified in Paragraph (b) above, in the sole discretion of the contracting officer, the guarantee may be placed by a single delivery

order or by any number of delivery orders. The maximum quantity per order does not apply until after the guaranteed minimum.

- (4) In the event that a single delivery order covers supplies which are both within the guaranteed minimum and in excess of the guaranteed minimum, the maximum delivery order limitations, in Paragraph (c) shall apply, and the Contractor shall be governed by the notice requirement of Paragraph (d).
- (5) The aggregate of the delivery orders issued during the base contract period will be applied to the minimum guarantee as defined above. When the aggregate of the delivery orders equals or exceeds the guaranteed quantity or guaranteed dollar value, as applicable, the minimum guarantee will have been met, and the Government's obligations with regard to the guarantee will have been satisfied.
- (f) "Maximum Contract Limitation." Notwithstanding any other provisions of this clause or provisions included elsewhere in this solicitation, the maximum quantity or maximum dollar value that may be obligated against this contract is **\$5,000,000.00**.

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

**(a) OPTION PROVISION**

- (1) At the option of the Government, this contract may be extended for up to, but not exceeding, four years beyond the one-year base contract year. The total duration of the contract, including the base contract year, shall not exceed five years. The option may be exercised in increments of One (1) Year by written notice to the Contractor at least Thirty (30) days prior to the date of expiration of the then existing terms.

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

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

own limitation on aggregate increases.

(b) **TERMS AND CONDITIONS**

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

(c) **EVALUATION OF OFFERS**

- (1) Offers will be evaluated on the basis of the price(s) submitted for the base contract year only, without regard to the inclusion of this "Option" provision. The reasons are as follows:
  - (i) Offerors are not permitted to offer prices for the "Option" year(s), which differ from those of the base contract year.
  - (ii) This Solicitation and Offer includes a provision for Economic Price Adjustment. Therefore, offerors must submit prices which do not include contingencies for increases in costs.
  - (iii) The provision of this Solicitation and Offer pertaining to the Economic Price Adjustment applies to the base contract year and to all "Option" years.

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

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

FAILURE TO INDICATE ASSENT TO THE CLAUSE ABOVE, OR ELSEWHERE IN THIS  
SOLICITATION AND OFFER, WILL RESULT IN REJECTION OF THE OFFER AS

NONRESPONSIVE, AND MAY PRECLUDE CONSIDERATION OF THE OFFER IF THIS IS A NEGOTIATED SOLICITATION AND THE CONTRACTING OFFICER ELECTS TO MAKE AWARD WITHOUT DISCUSSIONS.

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

(1) For purposes of this contract there will be more than a one year base contract period; the base contract period will be two years. Therefore, where reference may be made elsewhere in this solicitation/contract or in this clause to a one (1) year base contract period, a two year base contract period shall apply.

(2) The terms and conditions of the contract for and during any period for which the "Option" provision has been exercised shall be the same as those terms and conditions contained in the contract for the one 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.

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

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

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

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

- (1) Economic Indicator. The economic indicator for purposes of price adjustments to be made under this clause, will be the preliminary version of the Producer Price Index (PPI), set forth in Table **1041** of the monthly report entitled, "Producer Prices and Price Indexes," published by the Bureau of Labor Statistics (BLS), United States Department of Labor, for the Code Number and Commodity listed below:

CODE NUMBER AND COMMODITY

Code No: WPS 1041

Commodity: Hardware

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

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

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

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

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

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

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

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

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

(6) Adjusting Price Index. For purposes of price adjustment under this clause, this term shall mean the average PPI for the economic indicator for the preceding Contract Calendar Year, calculated from the month of the contract date through the next succeeding eleven (11) months.

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

- (b) Price Adjustment Periods. Performance of this contract is divided into successive periods designated, "Contract Calendar Years," as defined in Subparagraph (b) (3) above. The anniversary of the First Contract Calendar Year shall be the first day of each succeeding

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

Contract Calendar Year, and shall constitute the "Contract Date" for purposes of establishing the Base Price Index for the ensuing Contract Calendar Year. Further, the calendar month in which the anniversary of the First Contract Calendar Year falls shall be the "month of the contract date" for such purposes.

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

- (1) Divide the Adjusting Price Index by the Base Price Index to arrive at a quotient; and
- (2) Multiply the quotient derived above by the applicable contract unit price(s) for the preceding Contract Calendar Year.

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

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

- (1) Shall set forth the unit price(s) as adjusted in accordance with this clause to establish the Contract Price(s) for the ensuing Contract Calendar Year; and
- (2) Shall adjust the unit prices for supplies covered by Delivery Orders which were issued during the preceding Contract Calendar Year, but are undelivered on the first day of the second or other succeeding Contract Calendar Year; and
- (3) Shall adjust the unit prices for supplies covered by Delivery Orders issued between the first day of the second or other succeeding Contract Calendar Year and the date of issuance of the Modification unless already adjusted under (e) (1) above; and,
- (4) Shall set forth an aggregate monetary adjustment, by way of increase or decrease, to cover the net adjustment due either to the Contractor or to the Government for all supplies covered by Delivery

Orders under which delivery was completed during the preceding Contract Calendar Year. If the adjustment results in an increase in the price(s), the monies shall be obligated at the time of the mailing of the finalized Modification to the Contractor, and the Contractor shall submit the invoice therefore, with specific reference to the Modification by which the adjustment has been implemented. If the adjustment results in a decrease in the price(s), the Contractor shall submit its

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

check or its credit memorandum in the amount of the decrease within thirty (30) days of the date of the Modification. Failure by the Contractor to remit payment, or to furnish a credit memorandum within the thirty (30) day period, will result in initiation by the Contracting Officer of debt collection procedures, including administrative offset against monies owed by DSCP to the Contractor under this contract or any other contract(s).

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

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

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

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

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

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

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

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

{Contracting Officer shall check as appropriate.}

- (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) **52.219-3**, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
- (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer.) (15 U.S.C. 657a)
- (4)(i) **52.219-5**, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994.)
- (ii) Alternate I (MAR 1999) of 52.219-5.
- (iii) Alternate II (JUNE 2003) of 52.219-5.
- (5) (i) **52.219-6**, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (MAR 2004) of 52.219-6.
- (6) (i) **52.219-7**, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (MAR 2004) of 52.219-7
- (7) **52.219-8**, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)).
- (8) (i) **52.219-9**, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637 (d)(4)). *[Add Alternate I when using Sealed Bidding procedures. Add Alternate II when subcontracting plans are required at time of initial proposal; generally, this Alternate should be included.]*
- Alternate II (OCT 2001) of 52.219-9.

- (9) **52.219-14**, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).  
*[Paragraphs 10 through 12 are not applicable to DoD contracts at this time.]*
- (10)(i) **52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23

**FAR 52.212-5 (continued)**

- (11) **52.219-25**, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) **52.219-26**, Small Disadvantaged Business Participation Program – Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) **52.222-3**, Convict Labor (JUNE 2003) (E.O. 11755).
- (14) **52.222-19**, Child Labor - Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- (15) **52.222-21**, Prohibition of Segregated Facilities (FEB 1999).
- (16) **52.222-26**, Equal Opportunity (APR 2002) (E.O. 11246).
- (17) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (18) **52.222-36**, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).
- (19) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (20)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C))

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

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

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

- (27) **52.232-29**, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (28) **52.232-30**, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C.

255(f), 10 U.S.C. 2307(f).

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

### 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 (OCT 2000)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontractor (except subcontracts to small business concerns) exceeds \$500,000

**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 (JAN 2004)**

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

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

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

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

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

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

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

**252.225-7012** Preference for Certain Domestic Commodities (Feb 2003) (10 U. S. C.  
2533a)

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

**252.225-7015** Restriction on Acquisition of Hand or Measuring Tools (Apr 2003) (10  
U.S.C. 2533a).

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

**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 (Dec 2003)(10 U.S.C. 2227)
- 252.243-7002** Requests for Equitable Adjustment (Mar 1998)(10 U.S.C. 2410)
- 252.247-7023** Transportation of Supplies by Sea (May 2002) ( \_\_\_\_\_ Alternate I) (Mar 2000) ( \_\_\_\_\_ Alternate II) (Mar 2000) ( \_\_\_\_\_ Alternate III)  
(May 2002) (10 U.S.C. 2631) .
- 252.247-7024** Notification of Transportation of Supplies by Sea (Mar 2000)  
(10 U.S.C. 2631).

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

**252.225-7014** Preference for Domestic Specialty Metals, Alternate I (Apr 2003)

**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 listing below**

**Mounting, Plates (VARIOUS)**

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

**THE DRAWINGS FOR NSNS LISTED BELOW ARE AVAILABLE AT DSCP DURING “OPEN SOLICITATION ONLY”. TO RECEIVE A COPY OF THE DRAWINGS, SEND AN EMAIL REQUEST TO: Carol.Sands@dla.mil PLEASE INCLUDE NAME AND MAILING 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](http://www.dscp.dla.mil/gi/general/scp_ltc.htm).**

ITEM NO.	NSN	ITEM NAME	ANNUAL ESTIMATE		UNIT PRICE
			D QUANTITY	DELIVER Y DAYS	
1	5340003376403	Mounting, Plate	360		
2	5340006147275	Mounting, Plate	80		
3	5340006901173	Mounting, Plate	140		

4	5340007379224	Mounting, Plate	360
5	5340007409341	Mounting, Plate	20
6	5340007409883	Mounting, Plate	40
7	5340007767847	Mounting, Plate	120
8	5340010212077	Mounting, Plate	20
9	5340010659140	Mounting, Plate	80
10	5340010737679	Mounting, Plate	60
11	5340010833015	Mounting, Plate	360
12	5340010904479	Mounting, Plate	60
13	5340010996322	Mounting, Plate	40

ITEM NO.	NSN	ITEM NAME	ANNUAL ESTIMATE		DELIVER Y DAYS	UNIT PRICE
			D	QUANTITY		
14	5340011024535	Mounting, Plate		300		
15	5340011070383	Mounting, Plate		80		
16	5340011070389	Mounting, Plate		100		
17	5340011104049	Mounting, Plate		80		
18	5340011137249	Mounting, Plate		140		
19	5340011190108	Mounting, Plate		60		
20	5340011310130	Mounting, Plate		25		
21	5340011494666	Mounting, Plate		25		
22	5340011828775	Mounting, Plate		20		
23	5340011837233	Mounting, Plate		10000		
24	5340011896403	Mounting, Plate		25		
25	5340011967736	Mounting, Plate		800		
26	5340012052503	Mounting, Plate		40		
27	5340012052504	Mounting, Plate		60		
28	5340012068130	Mounting, Plate		180		
29	5340012122464	Mounting, Plate		200		
30	5340012256065	Mounting, Plate		8000		
31	5340012377422	Mounting, Plate		550		
32	5340012452531	Mounting, Plate		40		
33	5340012477922	Mounting, Plate		100		
34	5340012767130	Mounting, Plate		200		

ITEM NO.	NSN	ITEM NAME	ANNUAL ESTIMATE		DELIVER Y DAYS	UNIT PRICE
			D	QUANTITY		
35	5340013020068	Mounting, Plate		600		
36	5340013130029	Mounting, Plate		20		
37	5340013196707	Mounting, Plate		40		
38	5340013202060	Mounting, Plate		25		
39	5340013226702	Mounting, Plate		500		
40	5340013228754	Mounting, Plate		40		
41	5340013317983	Mounting, Plate		100		
42	5340013340247	Mounting, Plate		25		
43	5340013433711	Mounting, Plate		20		
44	5340013500399	Mounting, Plate		20		
45	5340013554960	Mounting, Plate		150		
46	5340013558148	Mounting, Plate		25		
47	5340013573996	Mounting, Plate		120		
48	5340013602021	Mounting, Plate		8000		
49	5340013741348	Mounting, Plate		25		
50	5340013779987	Mounting, Plate		200		
51	5340013812248	Mounting, Plate		80		
52	5340013912740	Mounting, Plate		8000		
53	5340014066993	Mounting, Plate		40		
54	5340014080506	Mounting, Plate		20		

ITEM NO.	NSN	ITEM NAME	ANNUAL ESTIMATE		DELIVER Y DAYS	UNIT PRICE
			D	QUANTITY		
55	5340014090249	Mounting, Plate		200		
56	5340014120862	Mounting, Plate		240		
57	5340014125467	Mounting, Plate		8000		
58	5340014131548	Mounting, Plate		40		
59	5340014221807	Mounting, Plate		40		
60	5340014245214	Mounting, Plate		60		
61	5340014318637	Mounting, Plate		80		
62	5340014393757	Mounting, Plate		120		
63	5340014431377	Mounting, Plate		200		
64	5340014431384	Mounting, Plate		220		

65	5340014436908	Mounting, Plate	40
66	5340014440327	Mounting, Plate	300
67	5340014491106	Mounting, Plate	50
68	5340014577340	Mounting, Plate	50
69	5340014583339	Mounting, Plate	120
70	5340014734800	Mounting, Plate	400
71	5340014737029	Mounting, Plate	120
72	5340014750415	Mounting, Plate	7
73	5340014828928	Mounting, Plate	120

**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.

**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

**FAR 52.212-1 (continued)**

so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

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

- Period of acceptance is 120 days.

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

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

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

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

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

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

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

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

**ADDENDUM TO FAR 52.212-1.**

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

- FAR and DFARS: <http://www.acq.osd.mil/dp/dars> ;
- DLAD, PROCLTRS and FARS DEVIATIONS: <http://www.dla.mil/j-3/j-336> ;
- DSCP: [http://www.dscp.dla.mil/contract/dgpa/Part52\\_Interface.doc](http://www.dscp.dla.mil/contract/dgpa/Part52_Interface.doc)

- DSCP 52.209-9I02 Responsibility of Offerors (FEB 1970)
- DSCP 252.214-9I08 Hand-Carried Offers (MAY 2001)
- DSCP 252.215-9I08 Negotiated Solicitations-Responsiveness (NOV 1997)

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

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

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

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

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

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

- (a) The offeror is required to submit a Surge Plan to the contracting officer with his proposal. If the offeror has previously submitted an Industrial Capabilities questionnaire (ICQ) to DSCP, (see paragraph (d)), paragraphs below which call for information that is contained in the offeror's ICQ may be addressed by advising the contracting officer to "See Previously Submitted ICQ". It the offeror's responsibility to ensure that all required information is provided.

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.

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

- (6) your methodology to enable visibility of, monitoring changes in, assessment of, and reporting on your base capabilities and your supplier base capabilities related to surge and sustainment requirements.
- (7) a list of surge and sustainment items that may be difficult to provide quickly for initial ramp-up, or to provide at elevated demand levels for sustainment, and the reasons for these difficulties; list proposed solutions for overcoming these difficulties. (Under your price proposal, identify any significant investments (dollars) needed to implement propose solutions.)
- (8) your access to and plans for coordinating distribution(receiving, storing, packaging and issuing) and transportation services needed to meet surge and sustainment requirements, including agreements with suppliers of these services and time frames for services provided.
- (9) your agreements with suppliers that reflect access to supplier base resources, including commitments to hold rotating amounts of assets, and time frames for delivering these assets; also list commitments to provide access to production capabilities, and time frames for this access.

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

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

**A listing of surge items, quantities and delivery time frames can be found at <http://www.dscp.dla.mil/gi/general/scp.htm/> as well as page 18 of the solicitation. This listing will be reassessed by the government periodically, with any updates by relayed to the contractor within 3 calendar days.**

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

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

**FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

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

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

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

- (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.

LOTS \_\_\_\_\_

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).

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

(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

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

posting data, the delivery score will exclude the most recent 60 days and the quality score will exclude the most recent 30 days. There are no grace periods in determining if a contract is delinquent.

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

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

Phone: (215) 737-7844

FAX: (215) 737-7949

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

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

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

(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

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

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.**

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

Terms of delivery, F.O.B. Origin and F.O.B. Destination are stated in the Addendum to FAR52.212-4. With respect to items **all** bids (offers) are invited only on the basis of F.O.B. destination and bids (offers) submitted on any other basis will be rejected as nonresponsive.

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

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

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**PAST PERFORMANCE UNDER THE ABVS MODEL**

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Technical factors are:

- Significantly more important than cost or price

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

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

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

The solicitation contains 73 NSNs. "Each item will be evaluated independently, and awarded on an item-by-item basis. However, if the Government is prevented from making an award due to insufficient item coverage, then the Government reserves the right to remove items for which no offers were received from any offeror. **NOTE: Offerors are encouraged to quote as many items as possible.**

(End of Provision)

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

The Government will evaluate each offeror's ability to increase its production, if the offeror is a manufacturer, or to have production under the contract increased, if the offeror is other than a manufacturer, to meet surge and sustainment requirements which arise during contract performance. Surge/Sustainment Plans submitted will be evaluated in accordance with the Addendum to FAR 52.212-1 of this solicitation.

#### **Addendum to FAR 52.212-2 (Continued)**

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

(a) In addition to price and other related factors, offers on this acquisition will be subject to the Defense Logistics Agency's (DLA) ABVM program, an automated system which collects and analyzes offerors' past performance history and assigns a numeric score. In accordance with the program, which is described in clause 52.215-9I12, NOTICE: Automated Best Value System (ABVS) Program, located elsewhere in this solicitation, the Contracting Officer will make a comparative assessment of performance risk by considering offerors' scores and evaluated prices, and make an award to the firm whose offer represents the greatest value to the Government.

(b) Price Vs. Performance.

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

Price is of greater importance than performance.

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

(c) Quality Vs. Delivery.

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

Quality performance is of greater importance than delivery performance.

Delivery performance is of greater importance than quality performance.

**(End of Clause)**

#### **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)

#### **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.

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

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

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

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

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

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

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

(1) Means a small business concern---

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

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

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

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

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

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

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

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

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

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

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

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

### **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>
___50 or fewer	___\$1 million or less

<u>   </u> 51 - 100	<u>   </u> \$1,000,001 - \$2 million
<u>   </u> 101 - 250	<u>   </u> \$2,000,001 - \$3.5 million
<u>   </u> 251 - 500	<u>   </u> \$3,500,001 - \$5 million
<u>   </u> 501 - 750	<u>   </u> \$5,000,001 - \$10 million
<u>   </u> 751 - 1,000	<u>   </u> \$10,000,001-\$17 million
<u>   </u> Over 1,000	<u>   </u> 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.]*

**52.215-9I03 PLACE OF PERFORMANCE - INSPECTION AND SHIPPING POINT (AUG 1985) (Applies to all items with source inspection requirements)** Bidders/Offerors shall set forth

the following information (failure to complete information

**FAR 52.212-3 (continued)**

may be cause for rejection of the offer):

(a) The name and location of the MANUFACTURING FACILITY where the supplies offered are to be produced, or (if offered from stock) have been produced. Dealers are cautioned to cite manufacturing plants only. If more than one plant is specified, information must be submitted as to the amount and extent of work to be done in each plant listed. With respect to each plant shown, the information furnished must be sufficient to identify the name and address of the owner and operator, if other than offeror.

ITEM NO. PLANT NAME AND ADDRESS

_____	_____
_____	_____
_____	_____

(b) Are the supplies to be furnished from stock?

Yes  No

(c) Location where Bidder/Offeror would prefer to offer supplies for Government inspection (if other than as shown under 1 above) in the event that Government inspection is to be performed prior to delivery at destination.

(1) Material Inspection

ITEM NO. PLANT NAME AND ADDRESS

_____	_____
_____	_____
_____	_____

(2) Packaging, Packing and Marking Inspection

ITEM NO. PLANT NAME AND ADDRESS

_____	_____
_____	_____
_____	_____

However, the Government reserves the right to inspect and test all supplies at any other place in accordance with the clause entitled Inspection of Supplies - Fixed Price, FAR 52.246-2.

The performance of any work contracted for in any place other than that named above is prohibited unless approved in writing in advance by the Contracting Officer. Full

responsibility for fulfillment of the contract will remain with the contractor.

Paragraphs (d) and (e), and paragraph (f) if marked, apply to offers solicited and submitted on the basis of F.O.B. Origin - Shipment on Government Bill of Lading.

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

**FAR 52.212-3 (continued)**

ITEM NO.	SHIPPING POINT
_____	_____
_____	_____
_____	_____

**PRIVATE RAIL SIDING**

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

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

- (1) Subject to the exception provided in (3) below with respect to Alaska and Hawaii, if the destination or tentative destination is within the contiguous 48 states of the continental United States, offerors proposing to furnish supplies originating from outside the said contiguous 48 states or Canada must designate a shipping point within the contiguous 48 states.
- (2) Subject to the exception provided in (3) below with respect to Alaska and Hawaii, if the destination or tentative destination is within the states of Alaska or Hawaii, or within Puerto Rico, or within a possession of the United States, offerors proposing to furnish supplies originating from outside the contiguous 48 states of the continental United States or Canada must designate a shipping point within Alaska or Hawaii, within Puerto Rico, or within the possession of the United States, respectively, or within the contiguous 48 states.
- (3) **SPECIAL RULE FOR ALASKA AND/OR HAWAII.** If the destination or tentative destination is outside Alaska or Hawaii, offerors proposing to furnish supplies originating within Alaska or Hawaii, must designate as their shipping point(s) the port(s) of loading in Alaska or Hawaii, respectively. This rule applies equally to shipments to be made from Alaska to Hawaii and vice versa. (see FAR Clause 52.247-29 entitled "F.O.B. Origin.")
- (4) In (1), (2), or (3) above, the price offered must be a delivered price to the shipping point named, and must include all applicable import duties. It shall be the responsibility of the contractor to provide all necessary facilities and assistance for the performance of the required Government inspection at said shipping point. The contractor's responsibilities from the shipping point shall be as defined in the F.O.B. Origin provisions of this contract. Offers submitted on any other basis will be rejected as nonresponsive.

(5) Offeror is cautioned to indicate the F.O.B. Origin point on which the offer is based. The following paragraph is applicable only if preceded by an "X" in the block provided therefor:

(f) Since this solicitation is for requirements contracts (and does not cover a fixed quantity),

**FAR 52.212-3 (continued)**

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

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**FAR 52.212-3 (continued)**

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

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

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

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

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

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

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

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

(a) Definitions.

As used in this clause –

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

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

(b) Certification.

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

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

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

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

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

(2) Representation. The Offeror represents that it –

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

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

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