

IDENTIFYING NUMBERS		TITLE	REMARKS
B02	DLAD 52.213-9000	Quantity Break	Revised
B03	NOTICE	DSCC WEB Site	Revised
B05	NOTICE	Commercial Item Statement/Repair Parts Support Warranty	Deleted
B06	NOTICE	Firm Fixed Price (IQ Contract Notes)	Deleted
B07a	NOTICE	First Article Notes (S9E) (Contractor Testing)	Revised
B07b	NOTICE	First Article Notes (S9E) (Government Testing)	Revised
B07c	NOTICE	First Article Lot Charge	Deleted
B08A	NOTICE	Compatibility Testing	Deleted
B09	NOTICE	Notice of Option	Deleted
B10	NOTICE	Notice of Option (POPS)	Deleted
B13	NOTICE	Estimated Annual Requirements Note(s)	Deleted
B14	NOTICE	Informational Notices	Deleted
B17	NOTICE	Remittance Address	Deleted
B18	NOTICE	Administrative Matters	Deleted
B20	NOTICE	Notes for Government Use Only	Deleted
B22	NOTICE	NOTE: (Applies to ALL)	Deleted
B24	NOTICE	NOTE: (Aggregate)	Deleted
B25	NOTICE	NOTE: (Stand Alone)	Deleted
B26	NOTICE	NOTE: (Stand Alone)	Deleted
B32	NOTICE	CVC Quantity Disclaimer Notice	Deleted
B33	NOTICE	CVC Subcontracting Plan Requirements	Deleted
B34	NOTICE	Definition of Delivery Terms	Deleted
B41	NOTICE	Department of Justice Clearance Number	Deleted
B44	DSCC 52.211-9C02	Source Approval (ALRE)	Added
D02a	DSCC 52.246-9C41	Packaging and Marking Requirements	Revised
D02b	DSCC 52.246-9C35	Packaging and Marking Requirements	Deleted
D02c	DSCC 52.246-9C40	Packing and Marking Requirements	Revised
D03	DSCC 52.211-9C17	Packing List/Invoice/Shipping Documents	Revised
D04	DSCC 52.211-9C16	Use of Oak-Chestnut Wood for Packing Supplies	Deleted
D05	DSCC 52.211-9C19	Unit Pack – Assembly	Deleted
D07	DSCC 52.211-9C18	Labels	Revised
D08	DSCC 52.211-9C20	Special Handling Data/Acknowledgement	Revised
D09	DSCC 52.246-9C33	Packaging/Marking Requirements for DMS Buys	Revised
D13	DSCC 52.247-9C13	DOD Packaging Pilot Program	Revised
E01	FAR 52.252-2	Clauses Incorporated by Reference	Revised
E03	DSCC 52.246-9C01	Inspection at Origin	Revised
E03A		Secondary Administration	Added
E05	DSCC 52.246-9C25	Inspection and Shipping Points	Deleted
E17	DLAD 52.246-9003	Measuring and Test Equipment	Revised
E18	DLAD 52.246-9004	Product Verification Testing	Revised
E20	DSCC 52.246-9C08	Change of Inspection/Acceptance Point	Deleted
E27	DSCC 52.246-9C29	Quality Assurance Provision (QAP-GEIA 9280)	Revised
E30	DSCC 52.246-9C34	Marking Requirements	Revised
E31	DSCC 52.246-9C36	Repackaging Before Vendor Notification	Revised
E33	DSCC 52.246-9C38	Quality Assurance Provisions	Revised
E35	DSCC 52.246-9C09	Note to Contractor (ALRE)	Added
F01	FAR 52.252-2	Clauses Incorporated by Reference	Revised
F11a	DSCC 52.211-9C33	Time of Delivery (First Article)	Revised
F11b	DSCC 52.211-9C34	Time of Delivery (Compatibility Testing)	Revised
F12b	DSCC 52.211-9C35	Required Time of Delivery Schedule/Offeree's Proposed Delivery Schedule	Revised
F12c	DSCC 52.211-9C05	Time of Delivery	Revised
F12e	DSCC 52.211-9C27	Time of Delivery (BRVI)	Deleted

F12f	FAR 52.211-8	Time of Delivery	Deleted
F15	DSCC 52.211-9C24	Time of Delivery	Deleted
F16	DSCC 52.211-9C02	Time of Delivery (IFB)	Deleted
F17	DSCC 52.211-9C03	Time of Delivery Accelerated	Revised
F18	DSCC 52.211-9C04	Time of Delivery	Revised
F20	DSCC 52.211-9C09	Required Delivery with Delivery Evaluation Factor (DEF)	Revised
F20a	DSCC 52.211-9C11	Price Differential for Required Delivery Based on DEF	Revised
F21	DSCC 52.211-9C36	Time of Delivery	Revised
F22	DSCC 52.211-9C37	Time of Delivery	Revised
G02		Contracting Office Representative	Deleted
G04	DSCC 52.242-9C04	Notice to Contract Administration Office	Deleted
H08	DSCC 52.216-9C40	Delivery Orders (IDC-Requirement)	Deleted
H09	DSCC 52.232-9C04	Electronic Invoicing	Added
H12	DSCC 52.215-9C13	Addition/Deletion of Items on Schedule	Revised
H13	DSCC 52.215-9C15	Discontinued Items	Deleted
H14	DFARS 252.211-7005	Substitutions for Military or Federal Specifications and Standards	Deleted
H15	DSCC 52.217-9C23	Surge and Sustainment (S&S) Requirements	Added
H16	DSCC 52.217-9C25	Partial Surge Requirements	Added
I01	FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper	Revised
I01	FAR 52.211-5	Material Requirements	Revised
I01	FAR 52.215-2	Audit and Records – Negotiations	Revised
I01	FAR 52.215-15	Pension Adjustments and Asset Reversions	Revised
I01	FAR 52.217-8	Option to Extend Services	Revised
I01	FAR 52.219-8	Utilization of Small Business Concerns	Revised
I01	FAR 52.219-9	Small Business Subcontracting Plan	Revised
I01	FAR 52.219-9	Small Business Subcontracting Plan, Alternate II	Added
I01	FAR 52.225-8	Duty - Free Entry	Revised
I01	FAR 52.225-9	Buy American Act – Balance of Payments Program – Construction Materials	Revised
I01	FAR 52.225-13	Restrictions on Certain Foreign Purchases	Revised
I01	FAR 52.225-14	Inconsistency Between English Version and Translation	Revised
I01	FAR 52.225-18	European Union Sanction for End Products	Deleted
I01	FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	Revised
I01	FAR 52.230-6	Administration of Cost Accounting Standards	Revised
I01	FAR 52.232-33	Payment by Electronic Funds Transfer – CCR	Deleted
I01	FAR 52.248-1	Value Engineering	Revised
I01	DFARS 252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense – Contract Related Felonies	Title Change
I01	DFARS 252.204-7004	Required Central Contractor Registration	Deleted
I01	DFARS 252.225-7007	Buy American - Trade Agreements - Balance of Payments Program	Revised
I01	DFARS 252.225-7026	Reporting Of Contract Performance Outside The United States	Revised
I01	DFARS 252.225-7036	Buy American Act-North American Free Trade Agreement w/Alternate I	Revised
I06	DSCC 52.209-9C12	Delegation of Authority for First Article Approval	Revised
I07	FAR 52.232-33	Payment by Electronic Funds Transfer – CCR	Added
I11	DSCC 52.217-9C14	Option to Extend the Term of the Contract – Supplies	Deleted
I11	DFARS 252.204-7004	Required Central Contractor Registration	Added
I17	DLAD 52.211-9000	Government Surplus Material	Revised
I18	DLAD 52.211-9002	Priority Rating	Revised
I21	DSCC 52.216-9C01	EPA – Department of Labor Price Index	Revised

I22	DSCC 52.216-9C31	EPA – Specified Metals	Revised
I23	DSCC 52.216-9C32	EPA – Basic Metal Products	Revised
I24	DSCC 52.216-9C33	EPA – Established Price	Revised
I25	DSCC 52.216-9C34	EPA – Silver Brazing	Deleted
I26	DSCC 52.216-9C42	EPA – Standard Supplies	Deleted
I27	DSCC 52.216-9C41	EPA – Option Period for Indefinite Delivery Type Contracts	Revised
I27a		Economic Price Adjustment – Option Period for Indefinite Delivery Contracts	Added
I28	DSCC 52.216-9C	EPA – Option Period for NSN Requirements Type and Indefinite Delivery Quantity Contracts	Deleted
I28	DLAD 52.211-9004	Priority Rating for Various Long-Term Contracts	Added
I30b	DSCC 52.217-9C22	Option for Increased Quantity	Deleted
I31	DSCC 52.216-9C03	Contract Period	Revised
I34a	DSCC 52.216-9C04	Order Limitations	Deleted
I34b	DSCC 52.216-9C44	Order Limitations	Deleted
I34c	DSCC 52.216-9C45	Order Limitations	Deleted
I34d	DSCC 52.216-9C46	Order Limitations	Deleted
I35	DSCC 52.216-9C20	Estimated Total Quantity	Revised
I36	FAR 52.217-9	Option to Extend the Term of the Contract	Revised
I40	DSCC 52.217-9C13	Extension of Contract Period	Revised
I41	DSCC 52.217-9C12	Extension of Contract Period	Revised
I43a	DSCC 52.209-9C07	Additional Requirements – First Article Approval – Contractor Testing	Revised
I45a	DSCC 52.216-9C08	Contract Quantity Limitation	Added
I49	FAR 52.219-18	Notification of Competition Limited to Eligible 8(a) Concerns	Revised
I54	DSCC 52.217-9C05	Option to Extend the Term of the Contract – Supplies	Revised
I56	DSCC 52.219-9C03	Notice of Subcontracting Plan	Revised
I57	FAR 52.219-10	Incentive Subcontracting Program	Revised
I61	FAR 52.223-9	Estimate of Percentage of Recovered Material Contents for EPA – Designated	Revised
I64a	DSCC 52.223-9C01	Hazardous Material Certification	Deleted
I66	DSCC 52.216-9C39	Methods of Pricing Order	Deleted
I66	DSCC 52.213-9C03	Indefinite Delivery Purchase Order (IDPO) Contract	Added
I68	DFARS 252.225-7033	Restriction on Acquisition of Four Ton Dolly Jacks	Deleted
I68	DSCC 52.213-9C02	Indefinite Delivery Purchase Order (IDPO) Agreement	Added
I76	DFARS 252.247-7023	Transportation of Supplies by Sea	Revised
I77	DFARS 252.247-7024	Notification of Transportation of Supplies By Sea	Revised
I82	FAR 52.225-5	Buy American Act – Construction Material	Deleted
I87	DFARS 252.217-7001	Surge Option	Deleted
I88	DFARS 252.227-7030	Technical Data – Withholding of Payments	Revised
I94	FAR 52.248-3	Value Engineering – Construction	Revised
I110	FAR 52.217-6	Option for Increased Quantity	Revised
I112	FAR 52.230-2	Cost Accounting Standards	Deleted
I112	DFARS 252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	Added
I113	FAR 52.230-3	Disclosure and Consistency of Cost Accounting Practices	Deleted
I114	FAR 52.230-4	Consistency in Cost Accounting Practices	Deleted
I115	FAR 52.230-6	Administration of Cost Accounting Standards	Deleted
I116	FAR 52.232-16	Progress Payments	Revised
I122	DFAR 252.209-7005	Military Recruiting on Campus	Deleted
I132	DSCC 52.217-9C09	CVC Addition/Deletion of Items on Schedule	Deleted
I135	DFARS 252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition,	

		And Explosives	Added
I136	DLAD 52.217-9006	Limitations on Use of Surge and Sustainment (S&S) Investment	Added
I137	DSCC 52.219-9C04	Set-Aside Portion	Added
I138	FAR 52.219-25	Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting	Added
I139	FAR 52.219-26	Small Disadvantaged Business Participation Program – Incentive Subcontracting	Added
I140	FAR 52.216-24	Limitations of Government Liability	Revised
I141	DFARS 252.217-7027	Contract Definitization	Revised
J01	Notice	List of Documents, Exhibits, and Other Attachments	Revised
J02	Notice	List of Enclosures Made a Part of This Contract	Added
K01	FAR 52.252-1	Solicitation Provisions Incorporated by Reference	Revised
K02	DSCC 52.219-9C05	Size of Business	Deleted
K07	FAR 52.204-5	Women-Owned Business (Other Than Small Business)	Revised
K25	DLAD 52.215-9001	Evaluation Factor for Preaward Survey	Deleted
K27	FAR 52.219-1	Small Business Concern Representation for the Small Business Competitiveness Demonstration Program, ALT I, and ALT II	Revised
K32	FAR 52.219-22	Small Disadvantaged Business Status	Reserved
K32a	FAR 52.219-22	Alternate I, Small Disadvantaged Business Status	Reserved
K38	DFARS 252.225-7000	Buy American Act – Balance of Payments Program Certificate	Revised
K40	DFARS 252.225-7006	Buy American Act-Trade Agreements-Balance of Payments Program Certificate	Revised
K42	DFARS 252.225-7035	Buy American Act – NAFTA Implementation Act – Balance of Payments Program Certificate	Revised
K45	FAR 52.230-1	Cost Accounting Standards Notices and Certification	Revised
K49	DLAD 52.213-9002	Indefinite Delivery Purchase Order (IDPO) Agreement	Deleted
K50	DLAD 52.213-9003	Indefinite Delivery Order (IDPO) Contract	Deleted
L01	FAR 52.252-1	Solicitation Provisions Incorporated by Reference	Revised
L01	FAR 52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	Revised
L01	FAR 52.225-10	Notice of Buy American Act/Balance of Payments Program Requirement – Construction Materials	Revised
L01	FAR 52.225-12	Notice of Buy American Act/Balance of Payments Program Requirement – Construction Materials under Trade Agreements	Revised
L01	DFARS 252.225-7017	Prohibition on Award to Companies Owned by the People's Republic of China	Deleted
L02	FAR 52.215-1	Instructions to Offerors – Competitive Acquisitions	Revised
L06	FAR 52.211-6	Brand Name or Equal	Revised
L08	DSCC 52.211-9C21	Referenced Specifications	Revised
L10	DLAD 52.214-9000	Postponement of Opening of Offers	Deleted
L11	FAR 52.215-5	Facsimile Proposals	Revised
L13	DSCC 52.215-9C20	Order Transmission	Revised
L14	DSCC 52.215-9C18	Electronic Order Transmission	Deleted
L17	DSCC 52.215-9C01	All or None	Revised
L19	DLAD 52.217-9002	Conditions for Evaluation and Acceptance of Offers for Part Numbered Items	Revised
L21	DFARS 252.204-7001	Commercial and Government Entity (CAGE) Code Reporting	Revised
L25	DLAD 52.233-9000	Agency Protests	Revised
L30	DSCC 52.209-9C15	Option to Make Multiple Awards for Items Requiring First Article Testing	Deleted

L31	FAR 52.214-31	Facsimile Bids	Revised
L37	DSCC 52.246-9C39	Notice to Contractor	Deleted
L40	DSCC 52.217-9C26	Surge and Sustainment Evaluation Factor	Added
M02	DSCC 52.215-9C29	Scope of this Solicitation	Revised
M07	DSCC 52.215-9C10	Automated Best Value System (ABVS)	Revised
M09	DSCC 52.215-9C12	Options	Deleted
M17	DSCC 52.247-9C01	Premium Transportation – F.O.B. Destination	Reserved
M21	DLAD 52.213-9001	Evaluation Factor for Source Inspection	Revised
M27	DLAD 52.215-9001	Evaluation Factor for Preaward Survey	Added
M29	DSCC 52.247-9C08	F.O.B Terms	Deleted
M34	DSCC 52.217-9C24	Surge & Sustainment (S&S) Evaluation Factor	Added

Revised clause/provision text

B02 - QUANTITY BREAK (DLAD 52.213-9000) (JUL 1999)

B03 - DSCC WEB SITE

The DSCC Master Solicitation is available on the Internet via the DSCC Web Site at <http://dibbs.dsccols.com/Refs/ProvClauses/>.

B07a - FIRST ARTICLE NOTES (S9E) (AUG 1999) (CONTRACTOR TESTING)

NOTE 1: First Article testing is required and shall be in accordance with

(and DD Form 1423, Contract Data Requirements List, (exhibit). Samples are to be tested by the Contractor in-plant or at a laboratory acceptable to the Government. The cost entered in Item 9906 shall be the total testing cost. The cost entered in Item 9907 shall be the total of the cost of the First Article test report, if any.

The contractor shall prepare the First Article Approval Test Report in accordance with the latest issue of Data Item Description DI-NDTI-80809B, entitled, "Test/Inspection Report". Additional requirements are specified in Section I, clause I04 and I05.

NOTE 2: First Article testing and approval shall be required unless the offeror submits, with this offer, evidence of qualification for waiver under the conditions set forth in Section I, unless there is evidence of qualification otherwise available to the Government at the time of bid opening.

NOTE 3: Offers not qualified for waiver, AS DETERMINED BY THE GOVERNMENT, shall be evaluated by prorating the cost of the First Article testing and report into the unit cost of the item. If First Article testing will be required, the item unit price in the award will not include prorated costs, etc. of the testing. The testing costs shall be listed separately in the award as Item 9906 and the report costs as Item 9907.

NOTE 4: Offers that do not cite a lot price for the First Article Test and the First Article Test Report, or do not specify that the testing will be done and test data furnished on a no-charge basis shall be rejected (if this is an IFB) or may be rejected (if this is an RFP) as nonresponsive should the Government determine that their product does not qualify for the waiver.

NOTE 5: The offerors, by submitting offers, are considered to have carefully reviewed the specifications and test requirements. Any irregularity or discrepancy in these requirements that they find is to be brought to the attention of the Contracting Officer, prior to submission of an offer. Any request for waiver or deviation to the requirements is to be submitted promptly, with a complete written explanation for the action requested. Failure to note discrepancies, or to question the requirements prior to the time offers are to be received, will result in the Government's understanding that the specifications and requirements are adequate. Any exceptions to the specifications and/or test requirements contained in an offer to an Invitation for Bid will make the offer nonresponsive, and if it is an offer to a Request for Proposal may result in rejection of the offer.

NOTE 6: _____

NOTE 7: _____

B07b - FIRST ARTICLE NOTES (MAY 1997) (S9E) (GOVERNMENT TESTING)

NOTE 1: First Article testing is required and shall be in accordance with

and DD 1423 (exhibit). Testing shall be performed by the Government. Additional requirements are specified in Section I, **Clause I04 and I05**.

NOTE 2: First Article testing and approval shall be required unless the offeror submits, with this offer, evidence of qualification for waiver under the conditions set forth in Section I, unless there is evidence of qualification otherwise available to the Government at the time of bid opening.

NOTE 3: The offerors, by submitting offers, are considered to have carefully reviewed the specifications and test requirements. Any irregularity or discrepancy in these requirements that they find is to be brought to the attention of the Contracting Officer, prior to submission of an offer. Any request for waiver or deviation to the requirements is to be submitted promptly, with a complete written explanation for the action requested. Failure to note discrepancies, or to question the requirements prior to the time offers are to be received, will result in the Government's understanding that the specifications and requirements are adequate. Any exceptions to the specifications and/or test requirements contained in an offer to an Invitation for Bid will make the offer nonresponsive, and if it is an offer to a Request for Proposal may result in rejection of the offer.

NOTE 4:

NOTE 5:

B09 - NOTICE OF OPTION

If the option to extend the Term of the Contract is acceptable to the offeror as specified in Clause **I11**, and the decision is made to exercise the option, the Contracting Officer will give written notice to the Contractor at least 14 days prior to the expiration date of the contract. The option period will begin at the end of the subject contract and will extend for an additional calendar days.

B44 - SOURCE APPROVAL (AIRCRAFT LAUNCH AND RECOVERY EQUIPMENT) (DSCC 52.211-9C10) (JAN 2000)

To be eligible for award under this solicitation, an offeror must be an approved source or provide the product of an approved source as determined by the Engineering Support Activity, NAWC Lakehurst. The criteria and procedures for source approval is contained in Part I of the Naval Inventory Control Point Philadelphia (NAVICP) brochure entitled "Source Approval Information Brochure for Replenishment (Spares)". The latest version of this brochure may be obtained by accessing NAVICP's website, www.navicp.navy.mil/07/home07.htm selecting "Products" and then selecting "Source Approval Information Brochure for Replenishment (Spares)". To assist in the determination of source approval, the offeror may be required to submit to a survey prior to award in which NAWC Lakehurst may participate. In addition, the offeror is encouraged to provide the following information which may be considered in determining whether the offeror is an approved source:

- (1) A source approval letter from NAVICP's Engineering and Product Support Directorate;

- (2) Successful completion of a prior U.S. Government Contract for the same item(s) being procured under this procurement, or;
- (3) Other evidence indicating that the offeror meets the source approval criteria.

D02a - PACKAGING AND MARKING REQUIREMENTS (DSCC 52.246-9C41) (JUL 2000)

Packaging and marking requirements for items being procured shall be accomplished as stated herein (See Section B). The following items shall be Preserved, Packaged, Packed and Marked in accordance with MIL-STD-2073-1C and Marked in accordance with MIL-STD-129N.

D02c - PACKING AND MARKING REQUIREMENTS (DSCC 52.246-9C40) (AUG 1999)

Packaging requirements for Direct Delivery Shipments. All items under and resulting contract with destinations other than DSCC stock points shall be packaged, Best Commercial Practice, IAW ASTM D3951, marking in accordance with MIL-STD-129N.

NOTE: (Applicable to negotiated solicitation (RFPS)). Offers that do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically unacceptable.

D03 - PACKING LIST/INVOICE/SHIPPING DOCUMENTS (DSCC 52.211-9C17) (JUL 2000)

(a) A packing list, invoice, or shipping documents shall accompany or be included in ALL shipments.

(b) The document(s) shall include the following:

Complete MARK FOR including requisition (TCN) number; Order Number; CLIN; National Stock Number (NSN) or part Number if NSN is not available; Quantity; Unit of Issue.

(c) In addition, for all DIRECT SHIPMENTS to overseas and domestic consignees, including shipments to Consolidation and Containerization Points, the documentation with complete MARK FOR INFORMATION is to be placed in a water-resistant envelope securely attached to the outside of the shipping container/exterior pack. (This paragraph "c" is not applicable to shipments to a Government Packing Facility).

D07 - LABELS (DSCC 52.211-9C18) (AUG 1999)

DD Form 1387, Military Shipment Labels, are required for all overseas shipments to water or air terminals and Consolidation and Containerization Points and must be used in accordance with MIL-STD-129N.

(Labels are not required when forwarding to a Government Packing Facility or for Parcel Post shipments to any destination.)

D08 - SPECIAL HANDLING DATA/ACKNOWLEDGEMENT (DSCC 52.211-9C20) (AUG 1999)

Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly packed and marked in accordance with joint military publication Preparation of Hazardous Materials for Military air shipment, AFJM 24-204/TM 38-250/NAVSUP PUB 505/MCO P4030.19G, DLAI 4145.3. Special Handling Data/Certification, DD Form 1387-2, shall be prepared and affixed to each package in accordance with MIL-STD-129N and the joint military publication cited above.

D09 - PACKAGING/MARKING REQUIREMENTS FOR DMS BUYS (DSCC 52.246-9C33) (AUG 1999) (long term storage)

Requirements apply only to line item _____, PR _____, NSN _____

1. Item shall be supplied as follows:

a. Dual-In-Line Type - Microcircuits shall be supplied in aluminum rails not to exceed 20 inches in length. Plastic rails are not acceptable. Stoppers in ends of rails shall be constructed of aluminum or rubber. Metal stoppers fabricated with any other material are unacceptable. Each rail shall be marked with the National Stock Number (NSN), part Number (P/N), Unit of Issue (U/I), and quantity applicable to the devices therein. Only one identification label shall be applied to each rail.

b. Flat Pack and Can Type - Microcircuits shall be supplied in individual carriers designed for the device or protected in a way that is normally acceptable in industrial practice, provided this meets the requirements of paragraph 2 below. Each interior container shall be marked with the NSN, P/N, U/I and quantity applicable to the devices therein.

2. General Precautions:

a. Packaging shall protect the item from physical and mechanical damage and from degradation due to electrostatic (ES) and electromagnetic (EM) environmental field forces.

b. Any wrapping and cushioning materials used shall be nonstatic-generating, noncorrosive, and shall not crumble, flake, powder, shed, or be of fibrous construction. Cushioning materials as required shall be of the following:

(1) Flexible cellular, plastic

(2) Open cell, plastic

(3) Velostat foam, black

NOTE: These cushioning materials may be used as a wrap.

3. When necessary, because of limited quantities, to ship items of more than one NSN in a shipping container, all identical items shall be segregated in suitable intermediate containers and identified with the NSN, P/N, U/I and quantity.

4. In addition to MIL-STD-129N identification marking, each intermediate and shipping container shall be labeled with "Sensitive Electronic Device" label as shown in MIL-STD-129N. (This label shall not be affixed to aluminum rails). Delivery address and "Mark for" shall be as specified in the procurement document.

D13 – DOD PACKAGING PILOT PROGRAM (DSCC 52.247-9C13) (APR 1999)

GE and AlliedSignal are participants in a Pilot Program designated by the Principal Deputy Under Secretary of Defense (Acquisition & Technology) related to the use of commercial packaging methods. The following contract language is included in this contract to implement this Pilot Program:

1. If this contract or any order issued under this contract specifies that items to be delivered shall be packaged in accordance with a version of MIL-STD-2073 or any standard other than the contractor's commercial packaging practices, those packaging requirements shall be deemed to be for information only and not contractually binding except where specified in accordance with paragraph 2. The contractor shall, instead, package such items in accordance with its standard commercial packaging methods adequate to prevent deterioration and physical damage to the item(s). The contractor's standard commercial packaging methods shall be the methods described in its Quality System manual or other written media which are based on the elements of ISO 9000.

2. If specified by the Government in this contract or any order issued under the contract, the contractor shall utilize reusable shipping containers provided the shipping container has been assigned a national stock

number (NSN) and has been provided by the Government as Government Furnished Property (GFP) or procured by the Government under this contract.

3. Where F.O.B. Origin is specified, the Government shall notify its carrier in accordance with its standard procedures upon discovery of any damage resulting from transportation of the items. Where F.O.B. Destination is specified, the Government shall notify the contractor in accordance with its standard procedures upon discovery of any damage resulting from transportation of the items.

4. The Government shall notify the contractor of any concealed damage to the item(s) resulting from the failure of the contractor's packaging methods within 150 days of the discovery of the concealed damage or within 42 months of the date the contractor packed the items, whichever occurs first. The contractor shall repair or replace, at its option, any item the parties agree has been damaged as a result of the failure of the contractor's packaging methods, provided the Government has exercised reasonable care in its transportation, handling and storage of the item(s) in the military distribution system.

5. Any exception to the requirements of this clause shall be mutually agreed to by the parties.

SECTION E - INSPECTION AND ACCEPTANCE

NOTE: MIL-STD-105 has been replaced by ANSI/ASQC Z1.4-1993, Sampling Procedure and Tables for Inspection by Attributes. If AQLS are listed in the specification(s) or drawing(s) they may be used to establish the authorized sample size; however, the acceptance number for this contract is zero (0); i.e., this contract requires a Sampling Plan that accepts on zero defects and rejects on one or more defect(s).

MIL-STD-45662A has been replaced by either ISO 10012-1, Quality Assurance Requirements for Measuring Equipment or ANSI/NCSL Z540-1, General Requirements for Calibration Laboratories and Measuring Equipment and Test Equipment.

E01 - CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses 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 clause may be accessed electronically at this/these address(es) <http://www.procregs.hq.dla.mil/logisticpolicy/default2.htm>

NOTE: If not applicable becomes self-deleting (see text and FAR/DFARS prescriptions in parenthesis for applicability).

FAR (48 CFR CHAPTER 1) CLAUSES

52.246-4 - Inspection of Services – Fixed Price (Services) (AUG 1996) (FAR 46.304)

52.246-12 - Inspection of Construction (Base Contracts) (AUG 1996) (FAR 46.312)

52.246-16 - Responsibility for Supplies (APR 1984) (FAR 46.316)

E03 - INSPECTION AT ORIGIN (DSCC 52.246-9C01) (FEB 1993)

(a) Inspection for compliance with contract requirements will be performed at origin by an authorized Government inspector.

(b) Inspection prior to shipment will be based on the following:

(1) For CLIN(S) described by a Military or Federal specification or purchase description contractor must present evidence showing compliance with all contract and specification requirements including preparation for delivery.

(2) For CLIN(S) described by manufacturer's name/code and part number:

(i) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and assure that item will serve its intended purpose by performing examinations and tests to determine (A) completeness of item, (B) absence of rust, contamination, or deterioration, (C) correct identification, (D) absence of any damage, and (E) compliance with preparation for delivery. If the contractor is not the manufacturer of the supplies, evidence must be furnished to establish that the supplies were produced by the manufacturer.

(ii) The word "manufacturer" means the actual manufacturer of each CLIN. The QAR may require that evidence be furnished establishing the name and address of the plant that manufactures each CLIN to assure that a domestic product is being supplied.

(c) Inspection Points:

CLIN(s)	SUPPLIES
	<input type="checkbox"/> Same as Offeror
	<input type="checkbox"/> Other (Cage Code, Name, Street Address, City, State and Zip Code)
	Cage Code _____
	Address: _____

CLIN(s)	PACKAGING
	<input type="checkbox"/> Same as Offeror
	<input type="checkbox"/> Same as above
	<input type="checkbox"/> Other (Cage Code, Name, Street Address, City, State and Zip Code)
	Cage Code _____
	Address: _____

E03A – SECONDARY ADMINISTRATION

INSPECTION/ACCEPTANCE AT ORIGIN WILL BE PERFORMED BY:

CLIN(s)	SUPPLIES
	<input type="checkbox"/> Office Administering Order/Contract
	<input type="checkbox"/> Other

CLIN(s)	PACKAGING
	<input type="checkbox"/> Office Administering Order/Contract
	<input type="checkbox"/> Same as for Supplies
	<input type="checkbox"/> Other

E17 - MEASURING AND TEST EQUIPMENT (DLAD 52.246-9003) (JUN 1998)

E18 - PRODUCT VERIFICATION TESTING (DLAD 52.246-9004) (JUN 1998)

E19 - INSPECTION AND ACCEPTANCE OF DATA DD FORM 1423 (DSCC 52.246-9C07) (JUN 1980)

The appropriate location for performance of Government Inspection and Acceptance of data and requirement for DD Form 250 is designated by one of the following codes entered in Block 7 of each sequence the DD Form 1423:

CODE	INSPECTION	ACCEPTANCE
SS	*Source (DD Fm 250)	*Source (DD Fm 250)
DD	Destination (DD Fm 250)	Destination (DD Fm 250)
SD	*Source (DD Fm 250)	Destination (DD Fm 250)
DS	Destination (DD Fm 250)	*Source (DD Fm 250)

**	LT	Letter of Transmittal only
**	NO	No inspection of acceptance required
	XX	Inspection and Acceptance requirements specified elsewhere in contract

*Source indicates contractor's facility.

**Use of these symbols is not authorized for engineering data such as drawings and specifications.

The activity to perform the destination acceptance task shall, when applicable, be entered in Block 14 as the first addressee; however, data over packed with end items will be inspected and accepted by the activity responsible for the inspection and acceptance of the end item. When acceptance is at destination, the consignee shall furnish a signed copy of the DD Form 250 to the Contracting Officer.

E27 – QUALITY ASSURANCE PROVISION (QAP-GEIA 9280) (DSCC 52.246-9C29)
(JAN 2000)

1. SCOPE:

1.1 This Quality Assurance Provision (QAP) sets forth the minimum quality assurance requirements applicable to the procurement, by DSCC, of all commercial devices within Federal Supply Classes (FSCs) 5961 and 5980, which cite an Electronics Industry Association (EIA), (CAGE Code: 80131), Release requirement as part of the item's technical /electrical description. This QAP supersedes any existing DSCC Form 239 which is currently a part of a DSCC Procurement Data Package for any National Stock Number (NSN) which cites an EIA Release requirement as part of the item's technical/electrical description.

2. REFERENCED DOCUMENTS:

2.1 EIA Release number for the applicable NSN and device type.

2.2 MIL STD 750D test methods for Semiconductor Devices.

2.3 ANSI/ASQC Z.1.4-1993, sampling procedures and tables for inspection by attributes.

2.4 MIL-PRF-19500L General Specifications for Semiconductor Devices.

3. DEFINITIONS:

3.1 Lot Date Code (LDC): for the purpose of this QAP, the term "Lot Date Code" shall denote the date indicating the last week and year the original device manufacturer sealed the device in question. The most common LDC marking scheme uses the first two digits in the code to represent the last two digits of the calendar year, and the third and fourth digits in the code to represent the calendar week of the year. Alternative LDC marking schemes, other than the one described in the preceding sentence, are acceptable; however, in the event an alternative LDC marking scheme is utilized, a description/explanation of the marking scheme shall accompany the offer/bid/quotation at the time of initial submission. This LDC shall be clearly marked on each individual device.

3.2 Commercial device: For the purpose of this QAP, the term "commercial device" shall denote all 5961 and 5980 class devices which (1) cite an EIA Release in the item's technical/electrical description and (2) are NOT covered by or included in a Qualified Manufacturer List (QML) specification.

3.3 Traceability Documentation: For the purpose of this QAP, the term "traceability documentation" shall indicate the documentation through lot identification and inspection lot records which together with the marking of the devices associates an electronic component to its manufacturing, screening, and quality conformance inspection records.

4. QUALITY ASSURANCE REQUIREMENTS:

4.1 All offerors shall provide a written certification that all devices to be supplied under any resulting Purchase order/contract shall:

4.1.1 Fully conform with the provisions of this Quality Assurance Provision (QAP) and the applicable EIA Release; and,

4.1.2 Fully conform to the requirements of MIL-STD 750D, method 2026.10 for solderability; and

4.1.3 Bear a Lot Date Code not more than sixty (60) months prior to the date the solicitation was issued.

4.2 In the event an offeror desires to supply devices under any resulting purchase order/contract which bear a Lot Date Code more than sixty (60) months prior to the date the solicitation was issued, the following additional requirements shall apply:

4.2.1 The offeror shall certify in writing that the devices to be provided have been/shall be retested for conformance to the mechanical data, and retested to the maximum ratings, static and dynamic electrical requirements of the applicable EIA release.

4.2.1.1 The retesting described in 4.2.1 above, shall be performed by either; (1) the original device manufacturer, or (2) a facility selected by the contractor and approved in writing by the appropriate DSCC-CAB Quality Assurance official.

4.2.1.2 The test data generated during the retesting procedure described in 4.2.1 shall be provided to the DCMC QAR for his review when source inspection is required by this QAP.

4.3 The Lot Consistency Clause (enclosure) shall apply to any resulting purchase order/contract and the offeror's failure to fully comply with it shall be deemed an adequate basis for rejection of the entire contract quantity by the government.

4.4 The delivery of "any device" under any resulting purchase order/contract, which exhibits any evidence of removal or change of Part Number, Lot Date Codes, or manufacturer's logo shall be deemed an adequate basis for rejection of the entire contract quantity by the government.

4.5 If the offeror is a manufacturer who is listed as a qualified source for any item in Federal Stock Classes 5961 and/or 5980 in the latest revision of the Qualified Manufacturer List (QML) for MIL-PRF-19500L on the date the solicitation is issued, inspection and acceptance of any devices supplied under any resulting purchase order/contract shall be at destination, unless otherwise specified in the contractual document.

4.6 If the offeror is NOT a manufacturer who is listed as a qualified source in the latest revision of the Qualified Manufacturer List (QML) for MIL-PRF-19500L on the date the solicitation is issued:

4.6.1 The offeror shall identify in its offer the original manufacturer of the devices to be supplied under any resulting purchase order/contract; and,

4.6.2 Inspection and acceptance of any devices supplied under any resulting purchase order/contract shall be at source, with the guidance set forth in this QAP serving as the MINIMUM inspection criteria, unless otherwise specified in the contractual document.

4.6.2.1 During inspection and acceptance at source, the offeror shall provide the DCMC QAR with traceability documentation for his review.

E30 - MARKING REQUIREMENTS (DSCC 52.246-9C34) (JUN 2000)

Marking of Unit, Intermediate and Shipping Containers for Shipment and Storage. Unless authorized by paragraph 7 below, all shipments, regardless of levels specified, including Industrial, shall be marked in accordance with the edition of MIL-STD-129N, "Marking for Shipment and Storage". In addition to MIL-STD-129N requirements, the following instructions also apply:

1. JAN and Other Special Markings In Accordance With Government Specifications: As designated, the following marking shall be placed on the unit package (carton, box, bag, etc., used as the initial protection), in addition to normal MIL-STD 129N marking. If the marking space on the MIL-STD-129N identification side of the unit package is too small (3 inches by 4 inches or less surface area) to accommodate this additional marking, the reverse side of the package may be used.

(a) Semiconductor Devices procured under MIL-PRF-19500M:

- (1) Part or Identifying Number (PIN)
- (2) Manufacturer's ID and symbol
- (3) Lot identification code and code of assembly plant (if applicable)
- (4) Beryllium oxide identifier (if applicable)
- (5) Electrostatic discharge sensitivity identifier (if applicable)
- (6) Country of origin
- (7) DMS Marking (if applicable)

(b) Microcircuits procured under MIL-M-385 I OJ, Notice I:

- (1) PIN
- (2) Identification code
- (3) Manufacturer's identification
- (4) Manufacture's designation symbol
- (5) Country of origin
- (6) 'JAN' certification mark
- (7) Special marking
- (8) Electrostatic discharge sensitivity identifier

(c) Other Semiconductor Devices and Microcircuits not procured under a Military

Specification

- (1) Identification number
- (2) Manufacturer's identification
- (3) Manufacturers date code
- (4) Provisions of D-3.A.1. above also apply

(d) Various special marking may be required under a Military Specification.

2. Sensitive Electronic Devices: When the MIL-STD-2073-1C, Packaging Requirements Code specifies method of preservation GX or ZZ, with special marking code "39" (ESD Sensitive Electronic Device Requirements), sensitive electronic devices caution marking shall be applied as specified in MIL-STD-129N.

3. Bar Code Marking: Regardless of levels of packaging specified (including Industrial), bar code marking shall be applied to all unit, intermediate, and exterior containers in accordance with MIL-STD-129N.

(a) EXTERIOR CONTAINERS: For DLA contracts, each Exterior shipping containers shall be bar coded with the NSN, contract number (including the call number), CLIN, and CAGE code of the contractor.

(b) MULTIPACKS:

(1) Item identification markings. Item identification markings will not be bar coded on the exterior shipping container of multipack shipments. However, unit packs and intermediate containers require bar code markings.

(2) Contract number. Contract number will be bar coded on the exterior shipping container of the multipack if the number applies to all unit and intermediate containers inside the multipack. If mixed contract numbers are contained in the multipack, then the exterior container will be bar coded.

4. Hazardous Materials: (Performance Oriented Packaging). In addition to the packaging requirements included in the commodity specification listed below, the supplies shall comply with applicable packaging requirements of the International Civil Aviation Organization (ICAO) technical instructions for the safe transport of dangerous goods by air. The International Maritime Dangerous Goods Code (IMDG CODE) and Title Forty-nine of the Code of Federal Regulations (49 CFR). To the extent that there is conflict between the requirements of the commodity specification and other packaging data listed below and the requirements of ICAO and INMG CODE, the provisions in ICAO and IMDG CODE will control over the conflicting provisions in the commodity specification and other packaging data. Unless otherwise specified by the procuring activity, interior and exterior containers of hazardous material shall be properly classified, documented, certified, described, packaged, marked, and labeled in accordance with ICAO, IMDG CODE, 49 CFR, and MIL-ST7D- 129N. In addition to the above requirements, the CAGE (Commercial and Government Entity) Code, shall be marked on all unit, intermediate and exterior containers.

5. Exterior Documentation: Packing list as specified in MIL-STD- 129N is required.
6. Parcel Post APO/FPO Shipments: The statement "Contents for Official Use. Exempt from Customs Requirements" be annotated above the mailing address.
7. DSCC Electronics Exclusions: Electron Tubes: These items shall be marked in accordance with MIL-E-75H.
8. WARRANTY MARKINGS (JUN 97). When specified in the resulting contract that the supplies are being required with a warranty agreement, the unit intermediate, and shipping containers shall be marked in accordance with MIL-STD-129N.

E31 - REPACKAGING BEFORE VENDOR NOTIFICATION (DSCC 52.246-9C36) (AUG 1999)

NOTICE TO CONTRACTOR: All supplies furnished under this contractual instrument shall be preserved, packaged, packed, and marked in accordance with the requirements cited in this contractual instrument. The Government may, at the option of the applicable contracting officer, correct deficiencies in these areas and require an equitable adjustment in the contract price to cover labor and material. If the vendor furnishes supplies that are not in conformance with the preservation, packaging, packing, and marking requirements of this contract, such action shall not be deemed a counter offer but shall be deemed an acceptance by the vendor of the terms of the Government's offer as set forth in this contractual instrument.

E33 - QUALITY ASSURANCE PROVISIONS (Packaging) (DSCC 52.246-9C38) (AUG 1999)

Sensitive Electronic Devices

All items subject to degradation from Electrostatic/Electromagnetic (ES/EM) environmental field forces, including those items having a MIL-STD-2073(IC), preservation method code of GX, shall be handled and packaged at an approved Field Force Protective Work Station.

If the preservation method code called out in this solicitation does not specify Electrostatic/Electromagnetic (ES/EM) protection, and your proposed item of supply is subject to degradation from (EB/EM) environmental field forces, please provide appropriate technical packaging data along with your quotation.

Failure to provide required packaging data for offered items of supply which are subject to degradation from ES/EM environmental field forces may result in your offer not being considered for award.

E35 - NOTE TO CONTRACTOR (DSCC 52.246-9C09) (MAR 2000)

Because of the critical nature of this material, a representative of the Naval Air Warfare Center Aircraft Division Lakehurst (NAWCADLKE) is available to furnish technical assistance on Quality Assurance (QA) matters and shall have the option of conducting QA surveillance for the first lot produced under this contract (and subsequent lots if necessary). This requirement will be performed in conjunction with the Quality Assurance Representative (QAR) of the cognizant Defense Contract Management Command and does not abrogate the authority of responsibility of the DCMC QAR. The contractor agrees to notify, in writing, the supervisor of the QA Section, Code 4.8.13.2, Lakehurst NJ 08733-5059, when the material is scheduled to be presented to the DCMC QAR for

Government inspection and acceptance. This notice shall afford the NAWCADLKE QA Representative the option of being present during the inspection. Notification may be provided via telephone (732) 323-7504 immediately followed by written confirmation, or via facsimile transmission FAX (732) 323-1381. A minimum of fourteen (14) working days after receipt of notification is required to arrange such a visit.

NOTE: Advise DSCC PCO by fax to (614) 692-2475 at the same time notice is given to NAWCADLKE.

F01 - CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)

This contract incorporates one or more clauses 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 clause may be accessed electronically at this/these address(es):

<http://www.procregs.hq.dla.mil/logisticspolicy/default 2.htm>

NOTE: If not applicable becomes self-deleting (see text and FAR/DFARS prescriptions in parenthesis for applicability).

FAR (48 CFR CHAPTER 1) CLAUSES

- 52.211-17 - Delivery of Excess Quantities (SEP 1989) (FAR 52.11.703(b))
- 52.211-18 - Variation in Estimated Quantity (Base Contracts) (APR 1984) (FAR 11.703(c))
- 52.213-3 - Notice of Supplier (< \$100,000) (APR 1984) (FAR 13.302-5(c))
- 52.242-15 - Stop-Work Order (AUG 1989) (FAR 42.1305(b))
- 52.242-17 - Government Delay of Work (APR 1984) (FAR 42.1305(d))
- 52.247-48 - F.O.B. Destination – Evidence of Shipment (FEB 1999) (When F.O.B. Destination and Inspection/Acceptance at Origin applies) (FAR 47.305-4(c))
- 52.247-52 - Clearance and Documentation Requirements - Shipments to DOD Air or Water Terminal Transshipment Points (APR 1984) (FAR 47.305-6(f)(2))
- 52.247-58 - Loading, Blocking, and Bracing of Freight Car Shipments (APR 1984) (FAR 47.305-15(a)(2))
- 52.247-59 - F.O.B. Origin - Carload and Truckload Shipments (> \$100,000) (APR 1984) (FAR 47.305-16(a))
- 52.247-61 - F.O.B. Origin – Minimum Size of Shipments (> \$100,000) (APR 1984) (FAR 47.305-16(c))
- 52.247-65 - F.O.B. Origin, Prepaid Freight – Small Package Shipments (JAN 1991) (FAR 47.303-17(f))

F11a - TIME OF DELIVERY (FIRST ARTICLE) (DSCC 52.211-9C33) (JUN 1997)

(Tailored FAR 52.211-8)

(a) If First Article Testing is waived for this acquisition, the Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE (WITH WAIVER)

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(Any balance shall be delivered at the rate of _____ every days thereafter.)

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE (WITH WAIVER)

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(Any balance shall be delivered at the rate of _____ every days thereafter)

(b) If First Article Testing is required for this acquisition, the Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE (WITHOUT WAIVER)

The First Article Sample, First Article Test Report, or DCAS notification of successful completion of First Article Testing whichever one or more is required shall be submitted to the address cited in clause I04 or I05 on or before _____ calendar days after date of award. The production quantity shall be submitted delivered in accordance with the following schedule:

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(Any balance shall be delivered at the rate of _____ every days thereafter.)

OFFEROR'S PROPOSED DELIVERY SCHEDULE (WITHOUT WAIVER)

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(Any balance shall be delivered at the rate of _____ every days thereafter)

F11b - TIME OF DELIVERY (COMPATIBILITY TESTING) (DSCC 52.211-9C34)

(JUN 1997) (Tailored FAR 52.211-8)

(a) If Compatibility Testing is waived for this acquisition, the Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE (WITH WAIVER)

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(Any balance shall be delivered at the rate of _____ every days thereafter.)

OFFEROR'S PROPOSED DELIVERY SCHEDULE (WITH WAIVER)

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(Any balance shall be delivered at the rate of _____ every days thereafter)

(b) If Compatibility Testing is required for this acquisition, the Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE (WITHOUT WAIVER)

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(Any balance shall be delivered at the rate of _____ every days thereafter.)

OFFEROR'S PROPOSED DELIVERY SCHEDULE (WITHOUT WAIVER)

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(Any balance shall be delivered at the rate of _____ every days thereafter)

F12b - TIME OF DELIVERY (DSCC 52.211-9C35) (JUL 2000)

REQUIRED DELIVERY SCHEDULE/OFFEROR'S PROPOSED DELIVERY SCHEDULE

a. The Government requires delivery to be made according to the following schedule:

NOTE: No entry is required if the Government's required delivery is acceptable to the offeror. Offerors are encouraged to propose an earlier delivery when possible.

Line Item	Time of Initial Quantity Available in days after Date of Award		Initial Quantity available 120 days after Date of Award		Quantity available per month beginning 150 days after Date of Award	
	Required	Proposed	Required	Proposed	Required	Proposed

Line Item	For shipping instructions Received via POPS, Delivery in days after order transmission for Direct Shipments		For shipping instructions received via POPS, delivery in days after order transmission for Stock Shipments		In the event of overlapping orders, the contractor is not required to deliver any more than the quantity below in any 30 day period	
	Required	Proposed	Required	Proposed	Required	Proposed

b. Thereafter, the awardee shall have available 125 per month for shipment starting 150 days after contract award date. Awardee will be required to hold inventory until shipping instructions are received through POPS.

c. Shipping instructions will be transmitted through POPS. Shipping instructions will identify applicable quantities and destinations. The cited delivery destinations will generally be the location of the requisitioner. The contractor shall be responsible for maintaining records showing the specific shipments made against each of the delivery orders and furnishing the Government those records upon request.

d. The contractor shall be responsible for contacting the Contract Administrator no more than once every 90 days for shipping instructions for material that has been produced at the agreed production rate for which there has been no POPS shipping instructions. The Government agrees to initiate settlement action within 14 working days from date of request if possible. Point of contact for settle-up is _____, DSCC- _____, phone (614)692-_____, fax (614)692-_____.

e. The Government will evaluate equally, as regards to time of delivery, offers proposing delivery stated in days after Date of Delivery Order (ADO) and offers proposing delivery stated in days after receipt of order (ARO).

f. The delivery schedule is based upon current demands. The Government reserves the right to increase/decrease the quantity scheduled per month as necessary to accommodate fluctuations in demand.

F12c - TIME OF DELIVERY (DSCC 52.211-9C05) (JUL 2000)

The Government requires delivery to be made according to the following schedule:

DIRECT VENDOR DELIVERY (DVD) SHIPMENTS

For any delivery order which specifies a priority of 1 to 3 and has a delivery location within the continental U.S. (CONUS), the contractor shall be required to ship and deliver the order quantities so as to ensure receipt at the delivery destination(s) within _____ days after receipt of the order.

For any delivery order which specifies a priority of 1 to 3 and has a delivery location outside the continental U.S., the contractor shall be required to ship and deliver the order quantities so as to ensure receipt at the delivery destination(s) within _____ days after receipt of the order.

For any delivery order which specifies a priority of 4 to 15, has a delivery location within the continental U.S., an RDD of 444, 555, 777 N**, E** or a Julian Date within 8 days of order receipt the contractor shall be required to ship and deliver the order quantities so as to ensure receipt at the delivery destination(s) within _____ days after receipt of the order.

For any delivery order which specifies a priority of 4 to 15, has a delivery location outside the continental U.S., an RDD of 444, 555, 777 N**, E** or a Julian Date within 8 days of order receipt the contractor shall be required to ship and deliver the order quantities so as to ensure receipt at the delivery destination(s) within _____ days after receipt of the order.

For all other delivery orders which specify a priority of 4 to 15 and have a delivery location within the continental U.S., the contractor shall be required to ship and deliver the order quantities so as to ensure receipt at the delivery destination(s) within _____ days after receipt of the order.

For all other delivery orders which specify a priority of 4 to 15 and have a delivery location outside the continental U.S., the contractor shall be required to ship and deliver the order quantities so as to ensure receipt at the delivery destination(s) within _____ days after receipt of the order.

SHIPMENTS TO STOCK LOCATIONS:

For any delivery order which specifies delivery to a DLA/DoD stock location, the contractor shall be required to ship and deliver the order quantities so as to ensure receipt at the delivery destination(s) within _____ days after receipt of the order.

OFFEROR'S PROPOSED SCHEDULE

NOTE: No entry required for offeror's proposing to meet the Government's required delivery schedule as shown above.

For priority 1-3 items with destinations within CONUS, delivery shall be within _____ days after receipt of the order.

For priority 1-3 items with destinations outside CONUS, delivery shall be within _____ days after receipt of the order.

For priority 4-15, destination within CONUS, an RDD of 444, 555, 777 N**, E** or a Julian Date within 8 days of order receipt, delivery shall be within _____ days after receipt of the order.

For priority 4-15, destination outside CONUS, an RDD of 444, 555, 777 N**, E** or a Julian Date within 8 days of order receipt, delivery shall be within _____ days after receipt of the order.

For priority 4 to 15 (all others), destination within CONUS, delivery shall be within _____ days after receipt of the order.

For priority 4 to 15 (all others), destination outside CONUS, delivery shall be within _____ days after receipt of the order.

For shipments to DLA/DoD stock locations, delivery shall be within _____ days after receipt of the order.

The contractor shall furnish copies of both shipping and delivery documents whenever requested by the Contracting Officer.

The Government will evaluate equally, with regard to time of delivery, offers that propose delivery within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery periods specified above may be rejected.

F17 - TIME OF DELIVERY ACCELERATED (DSCC 52.211-9C03) (MAR 1985)

a. The supplies covered by this solicitation are URGENTLY needed by the Government. Therefore, delivery, is REQUIRED within the time set forth below:

CLIN	QUANTITY	ON OR BEFORE THE NUMBER OF DAYS SPECIFIED AFTER DATE OF AWARD

NOTES:

- [] 1. When First Article Approval (Clause I06 or I08) applies and the Government waives such testing in the award, the accelerated delivery time will be reduced per Clause F09
 - [] 2. If Government Production Lot Testing (QAP 316A) is waived by the Government after award, the accelerated delivery time will be reduced by 30 days.
- b. If delivery cannot be offered as required by paragraph a above, offerors must insert below the best possible delivery time and the unit price, if different from that offered in Section B of this solicitation. Such offers will be evaluated on the basis of delivery offered and price, with delivery being of primary importance.

CLIN	QUANTITY	UNIT PRICE	ON OR BEFORE THE NUMBER OF DAYS SPECIFIED AFTER DATE OF CONTRACT

c. Acceptance of an offer under this solicitation will be mailed or otherwise furnished to the offeror on the day the acceptance is dated. Therefore, in determining time available for performance, offerors must take into consideration the time required for the acceptance to arrive through ordinary mails.

F18 - TIME OF DELIVERY (DSCC 52.211-9C04) (OCT 1992)

- (a) The time of delivery of supplies to be furnished under any delivery order issued under this contract shall be stated in the order. The Government reserves the right to request phased delivery within the limits of the applicable schedule set forth below.
- (b) Delivery is required to be made in accordance with the schedule set forth below.

		WITHIN THE NUMBER OF DAYS STATED BELOW AFTER DATE OF DELIVERY ORDER	
NSN(S)	QUANTITY THAT MAY BE ORDER ANY CALENDAR MONTH	GOV'T REQUIRED	OFFEROR'S PROPOSED
	Up to _____ each		
	Each additional _____ each (or less) ADD:		
	Up to _____ each		
	Each additional _____ each (or less) ADD:		
	Up to _____ each		
	Each additional _____ each (or less) ADD:		
	Up to _____ each		
	Each additional _____ each (or less) ADD:		

(c) Unless otherwise specified above, your proposal will be deemed to offer delivery in accordance with the required schedule. The Government may elect to consider for award only those proposals which comply with the required schedule but reserves the right to consider proposals which exceed the required schedule. You are therefore encouraged to submit a proposal even if you cannot comply with the required delivery schedule. If you can comply with the required delivery schedule but could offer better prices for a longer schedule, you may submit two (2) or more proposals on each item. The Government reserves the right to make awards on the basis of delivery.

(d) Delivery orders will be mailed or otherwise furnished to the Contractor on or before the day the order is dated. Therefore, in computing time available to perform each order, the Contractor must take into consideration the time required for the delivery order to arrive through ordinary mail.

(e) In the event this solicitation provides for a partial set-aside for Small Business, and the set-aside portion is awarded to the same firm that received the award of the non-set-aside portion, then the quantities shown above will be doubled.

*(f) IF FIRST ARTICLE APPROVAL IS REQUIRED, delivery time for initial order will be increased by _____ days. For subsequent orders issued prior to first article approval, the delivery time specified in paragraph b above will be computed from the delivery date specified in the immediately preceding order.

(g) If the contractor fails to meet the first article testing schedule, or is otherwise inexcusably delinquent in the performance of any order, the Government, in addition to the other rights reserved to it, may procure the contract supplies from other sources until such time as the contractor becomes current under prior orders.

F20 - REQUIRED DELIVERY WITH DELIVERY EVALUATION FACTOR (DSCC 52.211-9C09) (OCT 1999)

(a) This clause applies to CLINS _____.

The Government's intent is to obtain the required delivery at the best possible price. Offers will be evaluated in accordance with Provision M26, Delivery Evaluation Factor (DEF).

The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

(Contracting Officer insert specific details.)

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

It is intended to award without discussions regarding delivery; therefore it is in the offeror's best interest to provide the best delivery. If the offeror proposes no other delivery schedule below, the required delivery schedule will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(b) Application of the Delivery Evaluation Factor set forth below in (c) may result in award to other than the lowest priced acceptable offeror (e.g., award to an offeror with a higher offered price and a better/shorter delivery schedule). The formula reflected below is used in DEF calculations and is for **evaluation purposes only**. This calculation is applied to each line (CLIN and subCLIN) for which an offer has been made. The Total amount for each line (CLIN and subCLIN) is added together for each offer received.

[Total Offered Price per Line x evaluation factory] x [Offered Delivery per line – Government Required Delivery] + Price Adjustment per line = Evaluated offer per Line

(c) If a DEF award is made based on paying a DEF price differential and the delivery/ship date is made **after** the contract due date (CDD) because of a contractor-caused delay, the award price will be automatically reduced for late delivery using the Award Reduction Formula reflected below. In this circumstance, recoupment/consideration will be requested. When calculating the recoupment/consideration amount, the applicable DEF factor reflected in the solicitation will be used.

Unit Price x Evaluation Factor (See Clause F20a) x Delinquent Quantity x Number of Days Delinquent + Administrative Costs (when applicable)

Reduction may be up to, but not exceeding 25% of the total contract price or 150% of the price differential, whichever is greater, plus the administrative cost(s) of modifying the contract to provide for a revised delivery schedule.

(d) This clause does not affect or limit the Government's right under the Default Clause of this contract.

(e) Attention is directed to the contract award provision of the solicitation which provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award on the contract, in lieu of the date the written notice of award is received from the Contracting Officer through the ordinary mails. The Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding five days for delivery of the award through the ordinary mails.

NOTE: Unless otherwise specified in the individual solicitation or contract, **ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO ADDITIONAL COST TO THE GOVERNMENT.**

F20a - PRICE DIFFERENTIAL FOR REQUIRED DELIVERY BASED ON DELIVERY EVALUATION FACTOR (DEF) (DSCC 52.211-9C11) (OCT 1999)

Delivery is required to be completed within the stated number of days After Date of Contract (ADC), as follows:

CLIN(S)	QUANTITY	DAYS ADC

The award price contains the payment of a price differential of \$_____ and is predicated on delivery by the established contract delivery date (CDD). If delivery is made after the established CDD, see Clause

F20. The evaluation factor used to determine the price adjustment for late delivery is

NOTE: Accelerated delivery is acceptable and desired at no additional cost to the Government.

F21 - TIME OF DELIVERY (DSCC 52.211-9C36) (JUN 1997) (Tailored FAR 52.211-8)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

(Contracting Officer insert specific details.)

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding

(i) five (5) calendar days for delivery of the award through the ordinary mails, or

(ii) one (1) working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays. If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

NOTE: Unless otherwise specified in the individual solicitation/contract **ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO ADDITIONAL CHARGE TO THE GOVERNMENT**; however, for contracts awarded on an F.O.B. origin delivery basis, the requirements of FAR 52.247-59, F.O.B. Origin - Carload **and Truckload Shipments, will apply.**

F22 - REQUIRED TIME OF DELIVERY (DSCC 52.211-9C37) (JUN 1997)

(a) The Government **requires** delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE [Contracting Officer insert specific details]

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Government may elect to consider for award only those proposals which comply with the required schedule but reserves the right to consider proposals which exceed the required schedule. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE [Contracting Officer insert specific details]

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding

(i) five calendar days for delivery of the award through the ordinary mails, or

(ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

NOTE: Unless otherwise specified in the individual solicitation/contract ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO ADDITIONAL COST TO THE GOVERNMENT; however, for contracts awarded on an F.O.B. origin delivery basis, the requirements of FAR 52.247-59, F.O.B. Origin-Carload and Truckload Shipments, must be complied with.

H09 - ELECTRONIC INVOICING (DSCC 52.232-9C04) (AUG 2000)

This contract will require the offeror to transmit all invoices electronically. This involves entering into a Trading Partner Agreement with DFAS-Columbus, where the offeror must first register with DFAS-CO, and then go through a testing process before actual live invoices will be accepted for payment. Vendors may invoice electronically either by using a Value Added Network, or by using the DFAS Web Invoicing System (WInS).

For detailed information concerning EDI applications, transaction sets, and ANSI X12 standards that are currently being used, the offeror should call the EDI Office at DFAS-CO, telephone 614-693-6949. Vendor may also visit the following DFAS Web Sites to learn more about Electronic Invoicing:

<http://ecweb.dfas.mil> - This site is for DFAS-CO Web based Invoicing System (WInS). Look under the Help Button for Points of Contact.

<http://www.dfas.mil> - Under the topic of Electronic Commerce there is a description of all DFAS EDI Initiatives.

H12 - ADDITION/DELETION OF ITEMS ON SCHEDULE (DSCC 52.215-9C13) (OCT 1999)

(a) The Government reserves the right to unilaterally delete items which were available from only one manufacturer at the time of award, in the event that an alternate source of supply becomes available or the Government's requirements are modified to provide for full and open competition. The Government will provide a _____ day advance notice to the contractor prior to deleting any NSN from the contract.

(b) New or replacement items may be added to the contract by bilateral modification, and the parties will negotiate the prices for these items. All new requirements are subject to synopsis prior to addition to the contract.

Discontinued Items:

(1) The contractor agrees to immediately notify the Government when an item is to be discontinued by the manufacturer. This notice must be in writing, and these items will be deleted from the contract.

(2) If the manufacturer considers another item as a suitable replacement for the discontinued item, the contractor will advise the Government of the replacement item at the time it gives notice that the item is being discontinued. If the Government elects to include the replacement item in the contract, the contract will be modified accordingly.

(3) If an item is discontinued without replacement, the contractor may also advise the Government of alternate sources of supply for an item which is equivalent in form, fit and function. However, the contractor

should not incur any costs in seeking an alternate source of supply without first seeking the approval of the Contracting Officer.

(4) The Government has the option to make a last time order, or series of orders, within _____ days after receiving written notification of the discontinued item. Such order, or orders, may be made at an increase of _____ percent over the maximum order limitation called for in this contract, or at a quantity not to exceed _____* if there is no maximum order limitation, with the delivery schedule to be negotiated by the parties. Notwithstanding these limitations, the contractor shall honor any last time order unless it is returned to the ordering office within 10 days after issuance, with written notice stating the contractor's intent not to ship the quantity of items called for and specifying the maximum quantity available for shipment.

*to be negotiated

H15 - SURGE AND SUSTAINMENT (S&S) REQUIREMENTS (DSCC 52.217-9C23) **(APR 2000)**

Surge and sustainment (S&S) capability is defined as the ability of the contractor to meet increased quantity/accelerated delivery requirements, using supplier base capabilities, in support of a broad spectrum of possible contingencies. This ability includes both a capability to ramp-up quickly to meet early requirements (i.e., surge), as well as to sustain an increased pace throughout the contingency(s) (i.e., sustainment). The spectrum of possible contingencies includes major theatre warfare and smaller-scale contingency operations. The increased quantity/accelerated delivery requirements are those above and beyond normal peacetime requirements.

The S&S capability defined above refers to an overall capability. Throughout the life of the contract, there may be multiple contingencies (some of which may simultaneous), each of which involves a ramp-up (i.e., surge) and sustainment period. The capability level defined above encompasses all of these contingencies.

The S&S quantities may be ordered at any time prior to acceptance by the Government of the final scheduled delivery under this contract. Such orders will not extend delivery more than ___ months beyond the final scheduled delivery.

If the S&S proposal shows S&S investments are needed (CLIN 6002): The contractor shall have full S&S capability to provide the S&S requirements identified in Section _____ of the solicitation, within _____ (recommend 2) months after award of the contract.

If the S&S proposal shows no S&S investments are needed: The contractor shall have full S&S capability to provide the S&S requirements identified in Section _____ of this solicitation

Within _____ month(s) after award of the contract, the contractor shall submit an S&S validation plan that defines how the S&S capability can be verified. Within 2 weeks after receipt of the S&S validation plan, the Contracting Officer will notify the contractor of approval, conditional approval, or disapproval. The Government reserves the right to require the submission of additional plans if the initial submission is not approved.

After approval by the Contracting Officer of the S&S validation plan, the contractor may be required to conduct S&S tests, or allow the government to perform S&S tests to validate the S&S capability. These tests may be in the form of paper exercises, simulations, command post exercises, participation in live exercises, participation in JCS and CINC exercises approved in the DLA Joint Training Plan, or any other methodology that can validate the S&S capability. S&S testing may use (but is not limited to use of) the contractor's approved S&S validation plan. Within one week after the test is conducted, the contractor shall submit to the Contracting Officer a validation results report. The validation results report shall clearly describe performance under the test, identify all deficiencies found, and provide a plan of action to remedy those deficiencies.

The contractor shall maintain the S&S capability throughout the life of the contract. Any significant changes in the contractor's supplier base capabilities, that would impact the contractor's S&S capability, shall be reported in writing to the Contracting Officer immediately after the contractor becomes aware of the change.

The Government may refine, reassess, or update its S&S requirements during the life of the contract. Also, the contractor's supplier base capabilities may change during the contract period. Either of these conditions may necessitate contractor reassessment of its supplier base capabilities, development of new/changed S&S strategies, and reevaluation/change of S&S validation plans. Changes in S&S requirements will be made through bilateral contract modifications. Changes in contractor S&S capabilities will be made through contractor submission of a revised S&S capability report. The capability report shall describe the new S&S strategies (i.e., supplier base inventories, production/on-demand manufacturing/advanced technology capacities, or any other means of support available), access to and plans for coordinating distribution and transportation services for these items, and the contractor's agreements with suppliers and service providers that reflect access to the needed S&S resources. Upon request, the contractor shall also provide a revised S&S validation plan that addresses the change(s). The contracting officer shall evaluate both the S&S capability report and revised S&S validation plan for acceptability. The government reserves the right to require additional reports/plans if the initial or any subsequent submissions are not approved.

If S&S investments (CLIN 6002) are needed as a result of changed circumstances, the S&S capability report must provide the reason(s) investments are needed for these items, a detailed explanation of what will be purchased and the S&S capability to be gained, the basis for the estimated costs of these investments, an analysis of what surge strategies were examined and why the proposed strategy(ies) is(are) the most cost-effective one(s), and how the investments will be funded.

The investment costs are the sole responsibility of the contractor until approval of the validation plan.

The contractor shall report on the status of S&S quantities ordered and on all supplier base resources (i.e., inventories, production/advanced technology capabilities, etc.), on an as needed basis during a contingency(s). The contractor may also be required to report on S&S performance, during the contingency or afterwards.

The above language does not limit the government's right, at any time after award, to perform inspections or test the contractor's S&S capability. In the event a contingency occurs before the contractor develops full S&S capability to address changed circumstances, or the contingency requirements exceed those defined in Section _____, the contractor shall support S&S requirements to the maximum extent possible.

If the contractor fails to perform in accordance with the requirements set forth, a contingency(s) arises before the contractor has established full S&S capability to address changed circumstances, or other circumstances create a need, the government has the right to take any action necessary to obtain S&S requirements from other sources (including sources in the contractor's supplier base). This language does not relieve the contractor from responsibility for providing peacetime level quantities during the contingency. (i.e.; non-surge requirements)

H16 - PARTIAL SURGE REQUIREMENTS (DSCC 52.217-9C25)(APR 2000)

a. Surge and Sustainment (S&S) as used in the clause, means the ability of the industrial base to meet increased quantity/accelerated delivery requirements, using industrial capabilities, across a broad spectrum of possible contingencies. This includes both the capability to ramp-up quickly to meet early requirements (i.e., surge), as well as to sustain an increased pace throughout the contingency(ies) (i.e., sustainment). During periods of national conflict, such as war or natural disaster, a surge in the demand of supplies may occur. Orders to fulfill the surge requirements will require delivery within ____ days. Accordingly, the vendor is

required to have a process in place in order to meet the delivery requirements identified herein. The increased quantity/accelerated delivery requirements are those above and beyond normal peacetime requirements.

b. Items that may be subject to surge requirements are identified in _____. The Government may issue an order or series of orders equaling the stated surge quantities as referenced in _____ every ____ days. Orders for the surge requirements shall be placed by issuance of a written or electronic order. The order will be clearly identified as a surge requirement.

c. Within ____ month(s) after award of the contract, the contractor shall submit an S&S validation plan that defines how the S&S capability can be met and verified. The Government reserves the right to require the submission of additional plans if the initial submission is not approved.

d. After approval of the S&S validation plan, the contractor may be required to conduct S&S tests, or allow the Government to perform S&S tests to validate the S&S capability. These tests may be in the form of paper exercises, simulations, command post exercises, participation in live exercises, participation in the Joint Chiefs of Staff and Commander in Chief exercises approved in the DLA Joint Training Plan, or any other methodology that can validate the S&S capability.

e. The vendor shall ensure that source inspected items designated as "surge" receive proper inspection and approval by the QAR prior to shipment. The vendor is responsible for contacting the QAR and planning the inspection of the items in a timely manner so that products are available for delivery within the specified timeframe.

f. Upon completion of the contract, any material or stock that has been maintained to meet potential surge requirements is the responsibility of the contractor. Upon notification by the Contracting Officer, the contractor may begin a draw-down of material 180 days prior to contract completion. It is anticipated that all option years will be exercised. However, this provision does not bind the Government to exercise any option. If it becomes apparent that an option may not be exercised, the Government will provide notice to the contractor to allow the draw-down to begin. This draw-down notice does not affect the Government's rights to exercise any option in accordance with its terms.

g. S&S items, quantities, and delivery requirements may change during the contract period. Therefore, the contracting officer reserves the right to incorporate requirements for periodic reassessments and bilaterally agreed-upon redefinition of S&S terms.

H17 - SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (DFARS 252.211-7005) (MAR 1999) (APPLICABLE OVER \$2500)

I01 - CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses 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 clause may be accessed electronically at <http://www.procregs.hq.dla.mil/logisticpolicy/default2.htm>

NOTE: If not applicable becomes self-deleting (see text and FAR/DFARS prescriptions in parenthesis for applicability).

a. FAR (48 CFR CHAPTER 1) CLAUSES

52.202-1 - Definitions (> \$100,000)(OCT 1995), Alternate I (APR 1984) (Base Contracts)

(FAR 2.2)

52.203-3 - Gratuities (> \$100,000)(APR 1984) (FAR 3.202)

52.203-5 - Covenant Against Contingent Fees (> \$100,000) (APR 1984) (FAR 3.404)

52.203-6 - Restriction on Subcontractor Sales to the Government (> \$100,000) (JUL 1995)

(FAR 3.503-2)

52.203-7 - Anti-Kickback Procedures (> \$100,000) (JUL 1995) (FAR 3.502-3)

52.203-8 - Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (> \$100,000) (JAN 1997) (FAR 3.104-9(a))

52.203-10 - Price or Fee Adjustment for Illegal or Improper Activity (> \$100,000) (JAN 1997)

(FAR 3.104-9(b))

52.203-12 - Limitation on Payments to Influence Certain Federal Transactions (> \$100,000)

(JUN 1997) (FAR 3.808)

52.204-2 - Security Requirements (AUG 1996) (Applicable only when access to classified confirmation is required.) (FAR 4.404(a))

52.204-4 - Printed or Copied Double-Sided on Recycled Paper (> \$100,000) (AUG 2000)

(FAR 4.304)

52.209-6 - Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (> \$25,000) (JUL 1995) (FAR 9.409(b))

52.211-5 - Material Requirements (AUG 2000) (FAR 11.604(b))

52.211-15 - Defense Priority and Allocation Requirements (SEP 1990) (FAR 11.302)

The following FAR 52.214-XX clauses are applicable to IFB's only:

52.214-26 - Audit and Records – Sealed Bidding (OCT 1997) (> \$500,000) (FAR 14.201-7(a))

52.214-27 - Price Reduction for Defective Cost or Pricing Data – Modifications –Sealed Bidding (> \$500,000) (OCT 1997) (FAR 14.201-7(b))

52.214-28 - Subcontractor Cost or Pricing Data – Modifications – Sealed Bidding (> \$500,000)(OCT 1997) (FAR 14.201-7(c))

52.214-29 - Order of Precedence – Sealed Bidding (JAN 1986) (FAR 14.201-7(d))

52.215-2 - Audit and Records—Negotiations (> \$100,000)(JUN 1999) (FAR 15.209(b))

52.215-8 - Order of Precedence - Uniform Contract Format (> \$100,000)(OCT 1997)

(FAR 15.209(h))

52.215-10 - Price Reduction for Defective Cost or Pricing Data (> \$500,000) (OCT 1997)

(FAR 15.408(b))

52.215-11 - Price Reduction for Defective Cost or Pricing Data – Modifications (> \$500,000) (OCT 1997) (FAR 15.408(c))

52.215-12 - Subcontractor Cost or Pricing Data (> \$500,000) (OCT 1997) (FAR 15.408(d))

52.215-13 - Subcontractor Cost or Pricing Data – Modifications (> \$500,000)(OCT 1997)

(FAR 15.408(e))

52.215-14 - Integrity of Unit Prices (> \$100,000)(OCT 1997), Alternate I (> \$100,000) (OCT 1997) (FAR 15.408(f)(1) and (2))

52.215-15 – Pension Adjustments and Asset Reversions (> \$500,000) (DEC 1998)

(FAR 15.408(g))

52.215-17 - Waiver of Facilities Capital Cost of Money (> \$100,000)(OCT 1997) (FAR 15.408(i))

52.215-18 – Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (> \$500,000) (OCT 1997)

(FAR 15.408(j))

52.215-19 - Notification of Ownership Changes (> \$100,000)(OCT 1997) (FAR 15.408(k))

52.216-5 - Price Redetermination-Prospective (Base Contracts and Services) (OCT 1997)

(FAR 16.205-4)

52.216-6 - Price Redetermination-Retroactive (Base Contracts and Services) (OCT 1997)

(FAR 16.206-4)

52.217-8 - Option to Extend Services (Services) (NOV 1999) (FAR 17.208(f))

52.219-8 - Utilization of Small Business Concerns (> \$100,000) (OCT 1999) (FAR 19.708(a))

52.219-9 - Small Business Subcontracting Plan (> \$500,000) (\$1,000,000 for Construction)

(FAR 19.708(b)) (OCT 1999), Alternate I (Sealed Bidding) (JAN 1999), Alternate II (JAN 1999)

52.219-16 - Liquidated Damages – Subcontracting Plan (JAN 1999) (FAR 19.708(b)(2))

52.222-1 - Notice to the Government of Labor Disputes (> \$2,000)(FEB 1997)(FAR 22.103-5(a))

52.222-3 - Convict Labor (> \$2,500)(AUG 1996) (FAR 22.202)

52.222-4 - Contract Work Hours and Safety Standards Act – Overtime Compensation

(> \$100,000) (JUL 1995) (FAR 22.305)

52.222-6 - Davis-Bacon Act (>Over \$2,000) (FEB 1995) (Base Contracts) (FAR 22.407(a))

52.222-7 - Withholding of Funds (> \$2,000) (FEB 1988) (Base Contracts) (FAR 52.222-7)

52.222-8 - Payrolls and Basic Records (> \$2,000)(FEB 1988) (Base Contracts) (FAR 22.407(a))

52.222-9 - Apprentices and Trainees (> \$2,000)(FEB 1988) (Base Contracts) FAR 22.407(a))

52.222-10 - Compliance with Copeland Act Requirements (> \$2,000)(FEB 1988) (Base Contracts) (FAR 22.407(a))

52.222-11 - Subcontracts (Labor Standards) (> \$2,000)(FEB 1988) (Base Contracts) (FAR 22.407(a))

52.222-12 - Contract Termination – Debarment (> \$2,000)(FEB 1988) (Base Contracts)

(FAR 22.407(a))

52.222-13 - Compliance with Davis-Bacon and Related Act Regulations (> \$2,000)(FEB 1988) (Base Contracts) **(FAR 22.407(a))**

52.222-14 - Disputes Concerning Labor Standards (> \$2,000)(FEB 1988) (Base Contracts)

(FAR 22.407(a))

52.222-15 - Certification of Eligibility (> \$2,000)(FEB 1988) (Base Contracts) **(FAR 22.407(a))**

52.222-20 - Walsh-Healey Public Contracts Act (> \$10,000) (DEC 1996) **(FAR 22.610)**

52.222-21 - Prohibition of Nonsegregated Facilities (> \$10,000)(FEB 1999) **(FAR 22.810(a)(1))**

52.222-26 - Equal Opportunity (> \$10,000)(FEB 1999) **(FAR 22.810(e))**

52.222-27 - Affirmative Action Compliance Requirements for Construction (> \$10,000)

(FEB 1999) (Base Contracts) **(FAR 22.810(f))**

52.222-29 - Notification of Visa Denial (FEB 1999) **(FAR 22.810(g))**

52.222-35 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (> \$10,000) (APR 1989) **(FAR 22.1308(a)(1))**

52.222-36 - Affirmative Action for Workers With Disabilities (> \$2,500) (JUN 1998)

(FAR 22.1480(a))

52.222-37 - Employment Reports on Disabled Veterans and Veterans of the Vietnam Era

(> \$10,000)(JAN 1999)(Applicable with FAR 52.222-35) **(FAR 22.1308(b))**

52.222-41 - Service Contract Act of 1965, as Amended (> \$2,500) (MAY 1989) (Services)

(FAR 22.1006(a))

52.222-43 - Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (< \$100,000) (Services)(MAY 1989) **(FAR 22.1006(c)(1))**

52.222-44 - Fair Labor Standards Act and Service Contract Act – Price Adjustment (MAY 1989) (Services) **(FAR 22.1006(c)(2))**

52.222-48 - Exemption from Application of Service Contract Act Provisions (Services)

(AUG 1996) **(FAR 22.1006(e)(1))**

52.223-5 - Pollution Prevention and Right-to-Know Information (APR 1998)

(Base Contracts and Services) **(FAR 23.1005)**

52.223-14 - Toxic Chemical Release Reporting (Competitive over \$100,000) (OCT 1996)

(Applicable with FAR 52.223-13)

52.225-8 – Duty - Free Entry **(FEB 2000) (FAR 25.1101(e))**

52.225-9 – Buy American Act – Balance of Payments Program – Construction Materials **(FEB 2000)** (Base Contracts) **(FAR**

25.1102(a))

52.225-11 – Buy American Act - Balance of Payments Program – Construction Materials under Trade Agreements **(FEB 2000)**

(Base Contracts) **(FAR 25.1102(c))**

52.225-13 - Restrictions on Certain Foreign Purchases **(JUL 2000) (FAR 25.1103(a))**

52.225-14 - Inconsistency Between English Version and Translation of Contract **(FEB 2000)**

(FAR 25.1103(b))

FAR 52.226-1 - Utilization of Indian Organizations and Indian-Owned Economic Enterprises

(JUN 2000) (DFARS 226.104)

52.227-1 - Authorization and Consent (JUL 1995) **(FAR 27.201(a))**

52.227-2 - Notice and Assistance Regarding Patent and Copyright Infringement (> \$100,000 except when delivery and performance are outside the U.S. and its possessions and Puerto Rico)

(AUG 1996) **(FAR 27.202-2)**

52.227-3 - Patent Indemnity (> \$100,000) (APR 1984) **(FAR 27.203-1(b), 27.203-2(a), or**

27.203-4(a)(2))

52.227-4 - Patent Indemnity – Construction Contracts (> \$100,000)(APR 1984) (Base Contracts)

(FAR 27.203-5)

52.228-2 - Additional Bond Security (OCT 1997)(Base Contracts) **(FAR 28.106-4(a))**

52.228-5 - Insurance – Work on a Government Installation (Over \$100,000) (JAN 1997)

(Base Contracts and Services) **(FAR 28.310)**

52.228-11 - Pledges of Assets (FEB 1992) (Base Contracts) **(FAR 28.203-6)**

52.228-12 - Prospective Subcontractor Requests for Bonds (Over \$100,000)(OCT 1995)

(Base Contracts) **(FAR 28.106-4(b))**

52.228-14 - Irrevocable Letter of Credit (DEC 1999) (Base Contracts) **(FAR 28.204-4)**

52.228-15 - Performance and Payment Bonds - Construction (> \$100,000)(SEP 1996)

(Base Contracts) **(FAR 28.102-3(a))**

52.229-3 - Federal, State, and Local Taxes (> \$100,000) (JAN 1991) (FAR 29.401-3)

52.229-5 - Taxes – Contracts Performed in U.S. Possessions or Puerto Rico (> \$100,000) (APR 1984) (Use with FAR 52.229-3) (FAR 29.401-5)

52.229-6 - Taxes – Foreign Fixed-Price Contracts (> \$100,000) (JAN 1991) (FAR 29.402-1(a))

52.230-2 – Cost Accounting Standards (> \$500,000) (APR 1998) (FAR 30.201-4(a))

52.230-3 – Disclosure and Consistency of Cost Accounting Practices (> \$100,000) (APR 1998) (FAR 30.201-4(b)(1))

52.230-4 – Consistency in Cost Accounting Practices (> \$500,000) (AUG 1992) (FAR 30.201-4(c))

52.230-6 – Administration of Cost Accounting Standards (> \$500,000) (NOV 1999) (FAR 30.201-4(d)(1))

52.232-1 - Payments (APR 1984) (FAR 32.111(a)(1))

52.232-5 - Payments under Fixed-Price Construction Contracts (MAY 1997) (> \$100,000) (Base Contracts) (FAR 32.111(a)(5))

52.232-8 - Discounts for Prompt Payment (MAY 1997) (FAR 32.111(c)(1))

52.232-9 - Limitations on Withholding of Payments (> \$100,000) (APR 1984) (Services)

52.232-11 - Extras (APR 1984) (FAR 32.111(d)(2))

52.232-17 - Interest (Over \$100,000) (JUN 1996) (FAR 32.617(a) and (b))

52.232-18 - Availability of Funds (APR 1984) (Base Contracts and Services) (FAR 32.705-1(a))

52.232-23 - Assignment of Claims (> \$2,500) (JAN 1986) (FAR 32.806(a)(1))

52.232-25 - Prompt Payment (JUN 1997) (FAR 32.908(c))

52.232-27 - Prompt Payment for Construction Contracts (JUN 1997) (Base Contracts) (FAR 32.908(b))

52.233-1 - Disputes (DEC 1998), Alternate I (DEC 1991) (FAR 33.215)

52.233-3 - Protest After Award (AUG 1996) (FAR 33.106(b))

52.236-2 - Differing Site Conditions (APR 1984) (Base Contracts) (FAR 36.502)

52.236-3 - Site Investigation and Condition Affecting the Work (APR 1984) (Base Contracts) (FAR 36.503)

52.236-5 - Material and Workmanship (APR 1984) (Base Contracts) (FAR 36.505)

52.236-6 - Superintendence by the Contractor (APR 1984) (Base Contracts) (FAR 36.506)

52.236-7 - Permits and Responsibilities (NOV 1991) (Base Contracts) (FAR 36.507)

52.236-8 - Other Contracts (APR 1984) (Base Contracts) (FAR 36.508)

52.236-9 - Protection of Existing Vegetation, Structure, Equipment, Utilities, and Improvements (APR 1984) (Base Contracts) (FAR 36.509)

52.236-10 - Operations and Storage Areas (APR 1984) (Base Contracts) (FAR 36.510)

52.236-11 - Use and Possessions Prior to Completion (APR 1984) (Base Contracts) (FAR 36.511)

52.236-12 - Cleaning Up (APR 1984) (Base Contracts) (FAR 36.512)

52.236-13 - Accident Prevention (NOV 1991) (Base Contracts) (FAR 36.513)

52.236-14 - Availability and Use of Utility Services (APR 1984) (Base Contracts) (FAR 36.514)

52.236-21 - Specifications and Drawings for Construction (FEB 1997) (Base Contracts), Alternate I (APR 1984), Alternate II (APR 1984) (FAR 36.521)

52.237-2 - Protection of Government Buildings, Equipment, and Vegetation (APR 1984) (Services) (FAR 37.110(b))

52.237-3 - Continuity of Services (JAN 1991) (Services) (FAR 37.110(c))

52.242-12 - Report of Shipment (RESHIP) (JUL 1995) (FAR 42.1460-2)

52.242-13 - Bankruptcy (> \$100,000) (JUL 1995) (FAR 42.903)

52.242-14 - Suspension of Work (APR 1984) (Base Contracts) (FAR 42.1305(a))

52.243-1 - Changes – Fixed Price (AUG 1987), Alternate I (APR 1984) (Services), Alternate II (AUG 1984) (Services), Alternate III (APR 1984) (Services), Alternate IV (Under \$100,000) (APR 1984) (FAR 43.205(a)(1))

52.243-4 - Changes (AUG 1987) (Base Contracts) (FAR 43.205(d))

52.243-5 - Changes and Changed Conditions (APR 1984) (Base Contracts) (FAR 43.205(e))

52.244-2 – Subcontracts (AUG 1998) (> \$100,000) (FAR 44.204(a)(1))

52.244-5 - Competition in Subcontracting (DEC 1996) (FAR 44.204(c))

52.245-1 - Property Records (APR 1984) (FAR 45.106(a))

52.245-3 - Identification of Government-Furnished Property (APR 1984) (Base Contracts) (FAR 45.106(c))

- 52.246-18 - Warranty of Supplies of a Complex Nature (> \$100,000) (APR 1984), Alternate IV (APR 1984) (46.710(b)(1))
- 52.246-19 - Warranty of Systems and Equipment under Performance Specifications or Design Criteria (> \$100,000) (DEC 1989), Alternate III (APR 1984) (FAR 46.710(c)(1))
- 52.246-23 - Limitation of Liability (> \$100,000)(FEB 1997) (FAR 46.805)
- 52.247-1 - Commercial Bill of Lading Notations (APR 1984) (FAR 47.107-4)
- 52.247-63 - Preference for U.S. - Flag Air Carriers (> \$100,000) (Jan 1997) (FAR 47.405)
- 52.248-1 - Value Engineering (> \$100,000) (FEB 2000) (FAR 48.201)
- 52.249-1 - Termination for Convenience of the Government (Fixed-Price)(Short Form) (APR 1984) (FAR 49.502(a)(1))
- 52.249-2 - Termination for Convenience of the Government (Fixed-Price) (> \$100,000) (SEP 1996), Alternate I (SEP 1996) (Base Contracts), Alternate II (> \$100,000) (SEP 1996), Alternate III (SEP 1996) (Base Contracts) (FAR 49.504(b)(1)(i))
- 52.249-4 - Termination for Convenience of the Government (Short Form) (APR 1984) (Services) (FAR 49.502(c))
- 52.249-8 - Default (APR 1984), Alternate I (< \$100,000) (APR 1984) (FAR 49.504(a)(1))
- 52.249-10 - Default (APR 1984) (Base Contracts), Alternate I (APR 1984), Alternate II (APR 1984), Alternate III (APR 1984) (FAR 49.504(b))
- 52.253-1 - Computer Generated Forms (JAN 1991) (FAR 53.111)

b. DFARS (48 CFR CHAPTER 2) CLAUSES

- 252.203-7001 - Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (> \$100,000) (MAR 1999) (DFARS 203-570-5)
- 252.203-7002 - Display of DoD Hotline Poster (> \$5M) (DEC 1991) (DFARS 203.7002)
- 252.204-7002 - Payment for Subline Items Not Separately Priced (DEC 1991) (DFARS 204.7104-1(b)(3)(iv))
- 252.204-7003 - Control of Government Personnel Work Products (APR 1992) (DFARS 204-404-70(b))
- 252.205-7000 - Provision of Information to Cooperative Agreement Holders (> \$500,000) (DEC 1991) (DFARS 205.470-2)
- 252.209-7000 - Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty (>\$100,000) (NOV 1995) (DFARS 209.103-70)
- 252.209-7004 - Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (> \$100,000) (MAR 1998) (DFARS 209.409)
- 252.215-7000 - Pricing Adjustments (> \$500,000) (DEC 1991) (DFARS 215.408(1))
- 252.215-7002 - Cost Estimating System Requirements (> \$500,000) (OCT 1998) (DFARS 215.408(2))
- 252.219-7003 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (> \$500,000) (APR 1996) (DFARS 219.708(b)(1)(A))
- 252.223-7002 - Safety Precautions for Ammunition and Explosives (MAY 1994)(DFARS 223.370-5)
- 252.223-7003 - Change in Place of Performance - Ammunition and Explosives (DEC 1991) (DFARS 223.370-5)
- 252.223-7004 - Drug-Free Work Force (SEP 1988) (DFARS 223.570-4)
- 252.223-7006 - Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993) (Base Contracts and Services) (DFARS 223.7103(a))
- 252.225-7001 - Buy American Act and Balance of Payments Program (MAR 1998) (DFARS 225.1101(2))
- 252.225-7002 - Qualifying Country Sources as Subcontractors (DEC 1991) (DFARS 225.1101(3))
- 252.225-7005 - Identification of Expenditures in the United States (> \$25,000) (DEC 1991) (DFARS 225.1103(1))
- 252.225-7007 - Trade Agreements (> \$177,000) (APR 2000) (DFARS 225.1101(6))
- 252.225-7009 - Duty-Free Entry - Qualifying Country Supplies (MAR 1998) (DFARS 225.1101(8))
- 252.225-7010 - Duty-Free Entry - Additional Provisions (MAR 1998) (DFARS 225.1101(9))
- 252.225-7012 - Preference for Certain Domestic Commodities (> \$100,000) (MAY 1999)

(DFARS 225.7002-3(a))

252.225-7014 - Preference for Domestic Specialty Metals (> \$100,000) (MAR 1998)

(DFARS 225.7002-3(b))

252.225-7016 - Restriction on Acquisition of Ball and Roller Bearings (AUG 1998)

(DFARS 225.7019-4)

252.225-7025 - Foreign Source Restrictions (> \$100,000) (JUN 1997) (DFARS 225.7102-4)

252.225-7026 - Reporting of Contract Performance Outside the United States (> \$500,000)

(JUN 2000) (DFARS 225.7203)

252.225-7029 - Preference for United States or Canadian Air Circuit Breakers (> \$100,000)

(AUG 1998) (DFARS 225.7016-4)

252.225-7031 - Secondary Arab Boycott of Israel (> \$100,000) (JUN 1992) (DFARS 225.770-5)

252.225-7032 - Waiver of United Kingdom Levies (OCT 1992) (DFARS 225.873-3)

252.225-7036 - Buy American Act-North American Free Trade Agreement (> \$54,372)

(MAR 1998) (DFARS 225.1101(13))

252.225-7036 - Buy American Act-North American Free Trade Agreement w/Alternate I

(\$25,000 - \$54,372) (SEP 1999) (DFARS 225.1101(13)(I)(B))

252.225-7037 - Duty-Free Entry – NAFTA Country End Products and Supplies

(When 52.225-10 is not used and 225.403-70 applies) (MAR 1998) (DFARS 225.1101(14))

252.225-7041 - Correspondence in English Language (JUN 1997) (DFARS 225.1103(2))

252.225-7042 - Authorization to Perform (JUN 1997) (DFARS 225.1103(3))

252.231-7000 - Supplemental Cost Principles (> \$100,000) (DEC 1991) (DFARS 231.100-70)

252.232-7008 - Assignment of Claims (Overseas) (JUN 1997) (DFARS 232.806(a)(1))

252.233-7001 - Choice of Law (Overseas) (JUN 1997) (DFARS 233.215-70)

252.236-7000 - Modification Proposals - Price Breakdown (DEC 1991) (Base Contracts)

(DFARS 236.570(a))

252.242-7000 - Post Award Conference (DEC 1991) (DFARS 242.570)

252.242-7003 - Application for U.S. Government Shipping Documentation/Instructions (Use with FAR 52.242-10) (DEC 1991)

(DFARS 242.1404-2-70)

252.242-7004 - Material Management and Accounting System (> \$100,000) (SEP 1996)

(DFARS 242.7206)

252.243-7001 - Pricing of Contract Modification (DEC 1991) (DFARS 243.205-71)

252.248-7000 – Preparation of Value Engineering Change Proposal (> \$100,000) (May 1994)

(DFARS 248.270)

I06 - DELEGATION OF AUTHORITY FOR FIRST ARTICLE APPROVAL (DSCC 52.209-9C12)(DEC 1999)

NOTICE TO CONTRACTOR: The Administrative Contracting Officer (ACO) is delegated (IAW with FAR 42.202(c) the authority to approve or disapprove the First Article Test Report submitted in accordance with the clause in Section I of this contract entitled First Article Testing-Contractor Testing (FAR 52.209-3). Any reference to the Contracting Officer as it relates to the submission of, and approval/disapproval of the FAT Report shall be deemed to mean the Administrative Contracting Officer when this clause is incorporated in the contract.

NOTICE to ACO: A copy of the test report and the ACO's letter of approval/disapproval shall be forwarded to the Contract Administrator: _____ (Name/Office Symbol/Phone Number of Contract Administrator)

I07 - PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (FAR 52.232-33) (MAY 1999)

I11 – REQUIRED CENTRAL CONTRACTOR REGISTRATION (DFARS 252.204-7004) (MAR 2000)

I17 – GOVERNMENT SURPLUS MATERIAL (DLAD 52.211-9000) (MAY 1999)

I18 - PRIORITY RATING (DLAD 52.211-9002) (MAR 2000)

I21 - ECONOMIC PRICE ADJUSTMENT - DEPARTMENT OF LABOR PRICE INDEX (DSCC 52.216-9C01) (APR 2000)

(a) The contractor warrants that the contract prices do not include any contingency allowances to account for any economic fluctuations due to inflation or deflation, to the extent covered by this clause.

(b) Definitions: As used in this clause,

(1) The term "contract date" means:

(i) the date of bid opening for sealed bid solicitations. If the solicitation contains a set-aside portion, the contract date for the set-aside portion will be the date of bid opening for the non-set-aside portion.

(ii) the date of award for negotiated solicitations. If the solicitation contains a set-aside portion, the contract date for the set-aside portion will be the date of award of the non-set-aside portion.

(iii) the effective date of contract modifications adding additional CLINs to the contract; however, for CLINs added pursuant to the Option for Increased Quantity clause of sealed bid contracts the date specified in paragraph (i) above shall apply and on negotiated contracts, the date specified in paragraph (ii) above, shall apply.

(2) The words "contract delivery date" refer only to the delivery schedule originally stated in the contract as of date of award or as stated in option exercises as of date issued plus any extension attributable solely to reasons determined by the contracting officer to be excusable within the meaning of paragraph (e) of the "Default" clause (FAR 52.249-8). The words "contract delivery date" do not include my extension of the delivery schedule, however accomplished, except for such excusable causes.

(c) The economic indicator for the purpose of price adjustment shall be Producer Price Index indicated below in the monthly report entitled "Producer Prices and Price Indexes" published by the Bureau of Labor Statistics, (BLS), U.S. Department of Labor. The applicable Producer Price Index under Table 4 is:

Code No. _____

Commodity _____

(d) The base price index for the purpose of price adjustments is the final index for the calendar month of the contract date,

(e) The revised final index is the index specified in (c) above as published by the BLS four months after the preliminary index is published, which reflects changes as a result of late reports and corrections.

(f) The adjusting price index means:

(1) for deliveries on or before the contract delivery date, the revised final index specified in paragraph (c) for the calendar month preceding the calendar month (1) on which Government acceptance is performed when origin acceptance is required, (2) of contract delivery date, or (3) in which the supplies are delivered, whichever is earlier.

(2) for delinquent deliveries, the revised final index specified in paragraph (c) for the calendar month preceding the calendar month (1) in which the supplies are delivered, or (2) of contract delivery date, whichever is lower.

(3) The original unit prices (as of contract date) for supplies (excluding data CLINs and First Article Test reports) shall be subject to adjustment upward or downward by the percent of difference between the base price index and the adjusting price index. If the original unit prices are decreased during performance pursuant to the "Changes" clause or other clauses of the contract, the decreased unit prices shall be used for adjustment purposes in lieu of the original unit prices. Any increase in the original unit prices after date of award will not be subject to adjustment unless authorized by the modification.

(g) Price increases shall be subject to the following limitations:

(1) Increases shall not exceed _____ per cent of the contract unit price as of the contract date.

(2) The contractor's entitlement to price increases shall be waived, unless the contractor's written request therefor is received by the contracting officer within 60 days after the date of final shipment of supplies under the contract.

(h) Price decreases:

(1) The contractor must promptly notify the contracting officer of changes in the economic indicator which will result in price decreases. Price decreases may be effected by the contracting officer any time before payment of the final adjusting invoice.

(2) The contractor shall include a statement on the final adjusting invoice that amounts invoiced under this contract reflect all decreases required by this clause.

(i) Price adjustments pursuant to this clause will be made by contract modification issued by the contracting officer which will show the base price index, the adjusting price index, and the percent of difference. However, no adjustment will be made until proof of shipment is provided. Adjustments under this clause at the option of the Government may be deferred until delivery of all supplies is completed, or until termination of any undelivered quantity, whichever is later. Interest will not accrue on any adjustment made under this clause in the absence of a dispute as to the computation thereof.

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

(k) If the Bureau of Labor Statistics, U. S. Department of Labor discontinues an index identified herein, fails to publish an index identified herein for any month, or changes the method of computation of an index identified herein during the effective period of the contract, the parties shall agree upon an appropriate substitute or alternate index. Failure of the parties to agree on a substitute index or adjustment shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

I22 - ECONOMIC PRICE ADJUSTMENT - SPECIFIED METALS (DSCC 52.216-9C31) (APR 2000)

(a) This clause applies to supplies which require the use of metal identified in paragraph (c) below and provides for adjustment of the contract price as a result of changes in the cost of the metal.

(b) Definitions: As used in this clause,

(1) The term "contract date" means:

(i) the date of bid opening in the case of sealed bid solicitations,

(ii) the date of award in the case of negotiated solicitations, except that with respect to any set-aside portion of this solicitation, the words mean the date of bid opening for the non-set-aside portion, if sealed bid, or the date of award for the non-set-aside portion, if negotiated, or

(iii) the effective date of contract modification adding additional CLINs to the contract, except that if additional CLINs are added pursuant to the clause entitled "Option for Increased Quantity," the date specified in (i) above for sealed bid solicitations and in (ii) above for negotiated solicitations shall be applicable.

(2) The words "contract delivery date" refer only to the delivery schedule as originally stated in the contract as of date of award or as stated in option exercises as of date issued plus any extension attributable solely to reasons determined by the contracting officer to be excusable within the meaning of paragraph (c) of the "Default" Clause (FAR 52.249-8). The words "contract delivery date" do not include any extension of the delivery schedule, however accomplished, except for such excusable causes.

(3) The "cost of metal as of the contract date" means the contractor's established price or in the absence of an established price, the contractor's cost based on either the contractor's cost to produce (if a manufacturer) or the metal manufacturer's quoted price to the contractor for the metal in its manufactured state delivered to the contractor. (In the case of contracts awarded to dealers, the words "Subcontractor or Supplier" are substituted for the word "Contractor" in this definition.)

(c) The metal for price adjustment purposes means _____ which is used in the manufacture of the supplies.

(d) Each contract unit price shall be subject to adjustment to reflect changes (increases or decreases) in the cost of metal identified in (c) above used in the manufacture of the supplies occurring after the contract date and before the contract delivery date. For each adjustment the contractor must furnish to the contracting officer proof of shipment, evidence to establish the cost of the metal identified in (c) above as of the contract date and the actual cost of the metal used in manufacturing the supplies.

(e) Adjustment of the contract unit price under this clause shall be subject to the following conditions:

(1) The total of the increases in my contract unit price shall not exceed _____ percent of the contract unit price as of the contract date. However, if the unit prices as of the contract date are decreased during performance pursuant to the changes or other clauses of the contract, the aforesaid limitation applies to the decreased unit prices.

(2) The contractor's entitlement to price increases shall be waived, unless the contractor's written request therefor is received by the contracting officer within 60 days after the date of final shipment of all supplies under the contract.

(3) No adjustment will be made on CLIN unit prices for price increases which occur after date of production of the item using the metal identified in (c) above, the date of Government acceptance if origin acceptance is required or accomplished, or the contract delivery date, whichever is earlier.

(4) No adjustment shall be made under this clause unless the amount of adjustment in the total contract price amounts to \$250 or more. When there are several increases or decreases during the performance of the contract, amendment of the contract may be delayed until the supplies are delivered.

(5) The contractor shall promptly notify the contracting officer in writing the amount and effective date of each decrease in the cost of metal identified in (c) above and each contract unit price shall be decreased accordingly. For each decrease, the contractor must furnish evidence as cited in paragraph (d) above.

(f) Unless the contractor advises otherwise, the contractor's submission of a final invoice shall constitute a certification that there have been no decreases in the cost of the metal used in the manufacture of the contract supplies or that all such decreases have been reported to the contracting officer.

(g) The contracting officer or his authorized representative may examine the contractor's records and other supporting data relating to changes in the contract pricing under this clause during all reasonable times until the expiration of three years from the date of final payment under this contract.

NOTE: If the contractor changes production facilities after the contract date, price adjustments under paragraph (d) will be limited to the change in the cost of metal of either the original production facility or the substitute facility, whichever is less, from the contract date to the date of shipment, date of Government acceptance when origin inspection is required, or the contract delivery date, whichever is earlier.

I23 - ECONOMIC PRICE ADJUSTMENT - BASIC METAL PRODUCTS

(DSCC 52.216-9C32) (APR 2000)

(a) Definitions: As used in this clause,

(1) the term "contract date" means:

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

(ii) the date of award in the case of negotiated solicitations, except that with respect to any set-aside portion of this solicitation, the words mean the date of bid opening for the non-set-aside portion, if sealed bid, or the date of award for the non-set-aside portion, if negotiated, or

(iii) the effective date of contract modification adding additional CLINs to the contract, except that if additional CLINs are added pursuant to the clause entitled "Option for Increased Quantity", the date specified in (i) above for sealed bid solicitations and in (ii) above for negotiated solicitations shall be applicable.

(2) The term "established price" is one which is a current catalog or list price (either maintained by the contractor if the contractor is a manufacturer, or if the contractor is a dealer, maintained, by his manufacturer or supplier) for a commercial item sold to the general public, but is decreased by applying any applicable standard trade discounts offered by the contractor (or the manufacturer) from the catalog, list or market price.

(3) The term "unit price" means the contract unit price as of the contract date less the amount included therein for preservation, packaging, packing and marking beyond standard commercial practice and the amount included for transportation, if this contract requires delivery F.O.B. destination.

(4) The words "contract delivery date" refer only to the delivery schedule as originally stated in the contract as of date of award or as stated in option exercises as of date of award or as stated in option exercises as of date issued plus any extension attributable solely to reasons determined by the contracting officer to be excusable within the meaning of paragraph (c) of the "Default" Clause (FAR 52.249-8). The words "contract delivery date" do not include any extension of the delivery schedule, however accomplished, except for such excusable causes.

(c) The contractor represents that the CLINs to be delivered under this contract are supplies for which, except for modification required by this contract, the contractor has an established price and that any difference between the contract unit price (including option price, if applicable) and the contractor's established price for like quantities are due to compliance with contract requirements including preservation, packaging, and packing beyond standard commercial practice and the amount included for transportation, if this contract requires delivery f.o.b. destination.

(d) The contractor shall promptly notify the contracting officer in writing the amount and effective date of each decrease in the applicable established price, and of each decrease in the applicable established price, and each contract unit price (as of contract date or as reduced by any modification after date of award) shall

be decreased by the same percentage that said established price is decreased. Each decrease shall apply to CLINs delivered on or after the effective date of the decrease in the contractor's established price, and this contract shall be modified accordingly. The submission of the final invoice under this contract will constitute confirmation by the contractor that either there have been no decreases or that all such decreases have been reported to the contracting officer.

(e) If the established price for any CLIN is increased after the contract date, the CLIN unit price, as of contract date or as reduced by any modification after date of award, shall be increased upon the contractor's written request to the contracting officer by the same percentage that the established price is increased, subject to the conditions stated below; however, any increase in a CLIN unit price after date of award will not be subject to adjustment unless authorized by the modification:

(1) Each written request for price increase must be accompanied by proof of shipment and a copy of the catalog or price list or other evidence to show the established net price in effect on the contract date and similar evidence to show the established net price as increased. Also, evidence must be furnished to establish the amount included in the contract unit price for preservation, packaging, packing and marking beyond standard commercial practices and transportation costs, if this contract requires delivery on an F.O.B. destination basis.

(2) Each increase in the contract unit price shall be effective on the effective date of each increase in the applicable established price. The contractor's entitlement to price increases shall be waived, unless the contractor's written request therefor is received by the contracting officer within 60 days after the date of final shipment of supplies under the contract.

(3) The total of the increases under this clause shall not exceed _____ percent of the unit price.

(4) No adjustment will be made on unit prices for price increases which occur after date of shipment, date of Government acceptance if origin acceptance is required or accomplished, or the contract delivery date, whichever is earlier.

(f) No adjustment shall be made under this clause unless the amount of adjustment in the total contract price amounts to \$250 or more. When there are several changes in the established price during the performance of the contract, amendment to the contract may be delayed until an accumulation of the increases or decreases results in a net change of at least 2% of the total contract price, or until completion of the contract.

NOTE: If the contractor changes production facilities after the contract date, price adjustments under paragraphs (d) and (e) will be limited to the change in the established price of either the original production facility or the substitute facility, whichever is less, from the contract date to the date of shipment, or the contract delivery date, whichever is earlier.

I24 - ECONOMIC PRICE ADJUSTMENT - ESTABLISHED PRICE (DSCC 52.216-9C33) (APR 2000)

(a) Definitions: As used in this clause,

(1) The term "established price" means a current catalog or list price (either maintained by the contractor if the contractor is a manufacturer, or if the contractor is a dealer, maintained by his manufacturer or supplier) for a commercial item sold in substantial quantities to the general public, but is decreased by applying any applicable standard trade discounts offered by the contractor (or the manufacturer) from the catalog, list or maker price;

(2) The term "contract date" means;

(i) the date of bid opening for advertised solicitations. If the solicitation contains a set-aside portion, the "contract date" for the set-aside portion will be the date of bid opening for the non-set-aside portion;

(ii) the date of award for negotiated solicitations. If the solicitation contains a set-aside portion, the contract date for the set-aside portion will be the date of award of the non set-aside portion.

(b) The contractor represents that the items to be delivered under this contract are supplies for which the contractor has an established price and that any differences between the contract unit price (including option price, if applicable) and the contractor's established price for like quantities of the nearest commercial equivalent are due to compliance with contract requirements including preservation, packaging, and packing beyond standard commercial practice and the amount included for transportation, if this contract requires delivery f.o.b. destination.

(c) The contractor shall promptly notify the contracting officer, in writing, the amount and effective date of each decrease in the applicable established price, and each contract unit price shall be decreased by the same percentage that said established price is decreased.

(d) If the contractor's applicable established price is increased after the basic contract date, the CLIN unit price shall be increased, upon the contractor's request in writing to the contracting officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following conditions:

(1) Price decreases under paragraph (c) above are not subject to any limitation.

(2) The aggregate of the increases in any contract unit price shall not exceed _____ percent of the original contract unit price per contract year.

(3) Delivery orders issued prior to the effective date of a modification incorporating a new established price will not be modified.

(4) Each request for increase must be supported by data to substantiate the contractor's increase in established price.

(e) When the basic contract period is extended, the established price effective on that date will be included in the modification issued to extend the contract period.

I27 - ECONOMIC PRICE ADJUSTMENT - OPTION PERIOD PRICING FOR INDEFINITE DELIVERY TYPE CONTRACT(S) (DSCC 52.216-9C41) (APR 2000)

(a) Definitions: As used in this clause,

(1) The term "contract date" means:

(i) the date of bid opening for advertised solicitations. If the solicitation contains a set-aside portion, the "contract date" for the set-aside portion will be the date of bid opening for the non set-aside portion;

(ii) the date of award for negotiated solicitations. If the solicitation contains a set-aside portion, the contract date for the set-aside portion will be the date of award of the non set-aside portion.

(2) The term "contract year" means a period of 365 days beginning on the contract date.

(b) The economic indicator for the purpose of price adjustment under this clause shall be the final version (generally published 4 months after initial publication) of the Producer Price Index (PPI) stated below in the monthly report entitled "Producer Prices and Price Indexes" by the Bureau of Labor Statistics, U.S. Department of Labor. The applicable PPI is:

CODE NO. _____ COMMODITY _____

(c) The intent of this clause is to establish a revised contract unit price at the beginning of each option period that will be valid for the entire option period. The base index for each option period shall be the most current published final PPI, cited in (b) above, that is available to the contracting activity at the time of contract award/exercise of option. For any subsequent option periods, the adjusting index (see paragraph (d) below) that was used for the preceding year will become the base index for the succeeding year. For

example, the adjusting index used for the first option period of the contract would become the base index for the second option period of the contract.

(d) In order to have a finalized price in effect on the date the contract extension becomes effective, the adjusting index for the option period(s) shall be the most current published final PPI stated in (b) above, that is available to the contracting activity at the time the modification is issued extending the contract period.

(e) When the contract period is extended, the procuring contracting officer will compute the price adjustment to be made for each contract line item, as provided in subparagraphs (1), (2), and (3) below. The adjusted prices will be included in the modification issued to extend the contract period and will be used in pricing all delivery orders issued during the extended period of the contract. No other adjustments shall be made to the contract prices during each contract year.

(1) The contract unit prices for supplies (excluding data or First Article Test CLINs) shall be subject to adjustment upward or downward by the percent of difference between the base index and the adjusting index. If the contract unit prices are decreased pursuant to the changes clause or other terms of the contract, the decreased unit prices shall be used for adjustment purposes in lieu of the contract unit prices. Any increase in the contract unit prices after contract date will be subject to adjustment as authorized by the modification.

(2) Price decreases under paragraph (e)(1) above are not subject to any limitation. Price increases shall not exceed _____ percent of the original contract unit price for each contract year.

(3) Price adjustments pursuant to this clause will be made by modification to the contract which will show the base index, the adjusting index and the percentage of difference of these, rounded off to the fifth decimal place, then applied to the contract unit price.

EXAMPLE:

Assume: Base Index = 150.3

Adjusting Index = 165.1

Contract Unit Price = \$8.33

Adjustment Formula: Revised price equals (adjusting index) divided by (base index) times (contract unit price), or, based upon above,

$(165.1 \text{ divided by } 150.3 = 1.09847) \text{ times } \$8.33 = \$9.15025$, revised price, rounded to \$9.15 = adjusted unit price

The adjusted unit price will be rounded to the nearest cent, i.e., increases amounting to \$.005 to \$.009 shall be rounded upward to the next cent and changes of \$.001 to \$.004 shall be rounded to the lower cent.

(f) Should the Bureau of Labor Statistics, U.S. Department of Labor discontinue an index identified herein, fail to publish an index identified herein for any month, or change the method of computation of an index identified herein during the effective period of the contract, the parties shall agree upon an appropriate substitute index or adjustment.

(g) Any dispute under this clause shall be resolved in accordance with the Disputes Clause of this contract.

I27a – ECONOMIC PRICE ADJUSTMENT – OPTION PERIOD FOR INDEFINITE DELIVERY CONTRACTS

The base index for computation of adjustments under clause I27 of this contract for the first option year is _____, which is the revised final index for _____ (month, year).

I28 – PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS (DLAD 52.211-9004) (MAR 2000)

I31 - CONTRACT PERIOD (DSCC 52.216-9C03) (MAR 1981)

- (a) The contract period will be for one year beginning
 on date of award;
 on a date to be specified not later than _____ days after date of award.

The effective date of the contract will be stated in the award.

(b) If this solicitation provides for a partial set-aside, contracts awarded for the set-aside portion of this acquisition will contain the same terms and conditions as in this solicitation. The contract period for the set-aside portion will be adjusted to expire on the ending date for the non-set-aside contract; however, orders will be equitably distributed between the non-set-aside and the set-aside contracts based on the contract period of the non-set-aside contract.

I35 - ESTIMATED TOTAL QUANTITY (DSCC 52.216-9C20) (JAN 2000)

a. The estimated total quantity the Government expects to order during each contract year is as follows:

CLIN(s)	QUANTITY	CLIN(s)	QUANTITY
_____	_____	_____	_____
_____	_____	_____	_____

b. In the event this solicitation provides for a partial set-aside the estimated total quantity for the set-aside portion is as provided in the clause entitled "Set-Aside Portion" set forth in Section I of the solicitation.

NOTE: It is anticipated that the quantities listed will remain constant for the additional option term indicated in Clause I40 or I41.

I36 – OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)
(Services)

I40 - EXTENSION OF CONTRACT PERIOD (DSCC 52.217-9C13) (JAN 2000)

- a. The contract term, at the option of the Government, may be extended for additional yearly periods by the Procuring Contracting Officer mailing or furnishing notice of extension to the contractor at least 14 days prior to the expiration date of the contract.
- b. If the Government exercises this option for extension of the contract term, the contract as extended shall be deemed to include this option clause. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ years.
- c. If this option is exercised, the price for each succeeding year shall be adjusted pursuant to the applicable "Economic Price Adjustment" clause of this contract, and such prices shall be used in the pricing of delivery orders issued during each yearly extension of the contract.
- d. If the Contractor chooses to accept any of the option years, the offered price, in order to be responsive/acceptable, must be no higher than is offered on the first year.
- e. This clause will be used in evaluation of offers.

OFFEROR MUST CHECK THE FOLLOWING BLOCKS FOR OPTION YEARS:

- A _____ year contract is desired.
 No option is acceptable.
 _____ Option years are acceptable.

NOTE: Failure to accept option years as requested may result in rejection of offer.

I41 - EXTENSION OF CONTRACT PERIOD (DSCC 52.217-9C12) (JAN 2000)

- a. The contract term, at the option of the Government, may be extended for additional yearly periods by the Procuring Contracting Officer mailing or furnishing notice of extension to the contractor at least 14 days prior to the expiration date of the contract.
- b. If the Government exercises this option for extension of the contract term, the contract as extended shall be deemed to include this option clause. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ years.
- c. The contract prices shall apply during an extension of the contract term, unless different prices for the extended contract term are entered in the space provided in Section B.
- d. This clause will be used in evaluation of offers.

NOTE: Failure to accept option years as requested may result in rejection of offer.

I43a - ADDITIONAL REQUIREMENTS - FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (DSCC 52.209-9C07) (APR 1996)

(a) The written notice required by paragraph (a) of Clause I43 must be furnished to the following:

- Defense Supply Center Columbus
P.O. Box 16704
ATTN: Contracting Officer, DSCC- _____
Columbus, Ohio 43216-5010

DCAS - Inspection Activity indicated in the contract.

(b) The following note is applicable to paragraph (b) of Clause I43.

NOTE: Offerors without affecting the responsiveness of their offers, may extend the time for submission of the first article test report provided the required delivery date for the contract quantity is adhered to.

(c) The Inspecting Activity Quality Assurance Representative (QAR) shall witness the First Article testing.

(d) The Contractor shall prepare the First Article Approval test report in accordance with latest issue of Data Item Description DI-NDTI-80809B, entitled, "Test/Inspection Report" in a sufficient number of copies to satisfy his requirements and to provide one copy for the QAR and two copies for the Contracting Officer, ATTN: DSCC-_____.

(e) The Contractor shall present the completed report to the QAR. The QAR shall review the report, prepare recommendations, countersign and forward two copies to the Contracting Officer, ATTN: DSCC-_____. The approval time specified in paragraph b, Clause I05A, shall begin to run the date that the contracting officer receives the test report.

(f) The Contractor shall certify with each first article that the same manufacturing process/operation(s), including material and material suppliers, will be used for the production quantity as for the first article. After successful completion of the First Article Test, any change in the manufacturing process/operation(s) is prohibited unless specifically approved in writing by the DSCC contracting officer. A written request for approval of a change in the manufacturing process/operation(s) must be submitted to the contracting officer. Changes in the manufacturing process/operation(s) may be approved, provided (1) the change will not cause a delay in delivery or necessitate a change in the purchase description; and (2) if the Government determines a new First Article Test is necessary, the Contractor agrees to cover the cost of a new First Article Test and agrees to reduce the contract price to cover the Government's cost to inspect the new First Article Test. The rights hereby provided the Government are in addition to and do not limit any rights of the Government under other clauses of this contract.

(g) First Article Testing may be waived. In the event of waiver for individual offers, such offers will be evaluated without considering the cost thereof. Offerors who, under a prior Government contract, have tested and secured approval of a first article similar to the item to be procured under this solicitation must furnish the following information with their offer: Identify Government agency (including address) approving the test report, including contract number and date; attach two copies of approved test report, and attach a listing showing material differences, if any, between the item previously tested and the item to be supplied pursuant to this solicitation.

(h) When First Article Approval is waived, the delivery time will be reduced by _____ calendar days as allowed in paragraph (b) of Clause I05, for Contractor testing and Government approval, unless offeror specifies a different reduction period below:

Number of Days Reduction: _____

- (i) Subject to paragraph (e), Clause I43, the approved first article shall be retained by the contractor, modified to include any deviations or changes approved subsequent to first article approval, and delivered as the last item of the contract quantity.
- (j) Prior to approval of first article, progress payments, if authorized by the contract, shall be limited to seventy-five (75) percent of the contract unit price of the item being tested.
- [] Contractor to forward the residual component of first article expended in testing with the test report.

I45a - CONTRACT QUANTITY LIMITATIONS (MULTIPLE AWARDS)
(DSCC 52.216-9C08) (SEP 1999)

a. The Government anticipates making multiple awards as a result of this solicitation. If multiple awards are made, the contract minimum for each award will be a proportion of the overall minimum cited below. For example, if two awards are made the Government is obligated to purchase half of the minimum from each awardee. Regardless of the number of awards made under this solicitation, the Government may order, and each awardee is obligated to deliver, up to the maximum cited below:

1. The Government is obligated to order a minimum of _____ during the contract period.
2. The Contractor(s) agree(s) to deliver additional supplies up to a maximum of _____ during the contract period.

b. It is agreed and understood that the Government is under no obligation to order any supplies in excess of the maximum specified in subparagraph 1 above. Furthermore, the maximum specified in subparagraph 2 above shall not be construed as obligating the Government to purchase any amount in excess of the minimum.

I49 - NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (FAR 52.219-18) (JUN 1999),
ALTERNATE I (NOV 1989), ALTERNATE II (DEC 1996), ALTERNATE A (JUN 1998) (See DFARS 252.219-7010)

I54 - OPTION TO EXTEND THE TERM OF THE CONTRACT - SUPPLIES
(DSCC 52.217-9C05) (DEC 1998)

(a) The Government may extend the term of this contract for _____ periods of _____ calendar days each by written notice to the Contractor at least 14 days prior to the expiration date of the contract.

(b) If the Government exercises this option, the extended contract shall be considered to include this option.

(c) The total duration of this contract, including the exercise of any option under this clause, shall not exceed _____ calendar days.

I56 - NOTICE OF SUBCONTRACTING PLAN (DSCC 52.219-9C03) (APR 1985)

(Applicable only to offers in excess of \$500,000 inclusive of option value.)

When requested by the Contracting Officer, the apparent successful offeror must submit within fifteen (15) calendar days its subcontracting plan in accordance with FAR 52.219-9 (for negotiated acquisitions) or FAR 52.219-9 Alternate I (for sealed bid acquisitions), which are incorporated by reference, or furnish evidence to establish that no subcontracting will be required for the specific purpose of performing the proposed award. Failure to respond to the Contracting Officer's request by furnishing a subcontracting plan or evidence to establish that no subcontracting will be required for the specific purpose of performing the proposed award shall be cause for rejection of offer. Where a commercial product is offered and a company/division wide plan has been previously submitted and approved, the offeror shall submit a copy of the approved plan along with evidence of prior approval.

A sample subcontracting plan format is available for use at http://www.dsccols.com/downloads/bcc/subcontracting_form_format.doc

NOTE: In order to facilitate and expedite the processing of a subcontracting plan when requested by the Contracting Officer, the offeror shall furnish the data elements in the same sequence as set forth in paragraphs (d) of the applicable clause.

I57 – INCENTIVE SUBCONTRACTING PLAN (FAR 52.219-10) (FEB 2000)**I61 - CERTIFICATION OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS USED IN PERFORMANCE OF THE CONTRACT****(FAR 52.223-9) (AUG 2000)**

(c) The Contractor shall submit this certification and estimate upon completion of the contract to Defense Supply Center Columbus, PO Box 16704, Columbus OH 43216-5010.

I66 - INDEFINITE DELIVERY PURCHASE ORDER (IDPO) AGREEMENT (DSCC 52.213-9C03) (MAR 2000)

NOTICE: The Government desires to enter into an IDPO contract. However, quotes which do not include agreement with the following clause will be considered. Such quotes may be accepted if in the best interest of the Government, considering all stated evaluation factors.

(a) The contractor () agrees/ () does not agree that it will accept additional orders under the same terms and conditions specified in the purchase order. This agreement becomes binding upon delivery of the initial order, which is the minimum quantity for this IDPO. As the initial award represents the minimum quantity, the Government is under no obligation to place additional orders under this contract. The Government may place additional orders for a period of one year from the date of the initial order. All additional orders will reference the initial order. (Numbering) The aggregate value of all orders, including the initial order, shall not exceed the simplified acquisition threshold. Therefore, the maximum quantity under the IDPO is \$100,000, or \$5,000,000 for acquisitions conducted under FAR Subpart 13.5.

(b) Evaluation of Quotes. If quotes include variable pricing based upon conditions such as quantity ranges, transportation zones, and/or option years, quotes will be evaluated by establishing an average unit price. The average unit price will be established by adding all unit prices together, then dividing the sum by the number of unit prices.

(c) Pricing of Additional Orders. When issuing additional orders the unit price shall be based on the price from the quantity range that will cover the total quantity on the order, regardless of destination.

(d) Numbering. The uniform procurement instrument identification numbering (PIIN) system will be used. The IDPO Agreement and subsequent orders will be distinguished by a "D" in the ninth position, and a "5" in the tenth position of the PIIN. The first order will be numbered with a sub-PIIN of "0001". Subsequent orders will be serially numbered with sub-PIINs of "0002" through "9999".

I68 - INDEFINITE DELIVERY PURCHASE ORDER (IDPO) AGREEMENT (DSCC 52.213-9C02) (MAR 2000)

NOTICE: The Government desires to award an IDPO agreement. However, quotes which do not include agreement with the following clause will be considered. Such quotes may be accepted if in the best interest of the Government, considering all stated evaluation factors.

(a) The contractor () agrees () does not agree that it will accept additional orders under the same terms and conditions specified in the purchase order. The initial order represents the minimum quantity, therefore the Government is under no obligation to place additional orders. The Government may place additional orders for a period of one year from the date of the initial order. All additional orders will reference the initial order. (Numbering) The aggregate value of all orders, including the initial order, shall not exceed the simplified acquisition threshold. Therefore, the maximum quantity under the IDPO is \$100,000, or \$5,000,000 for acquisitions conducted under FAR Subpart 13.5.

(b) Evaluation of Quotes. If quotes include variable pricing based upon conditions such as quantity ranges, transportation zones, and/or option years, quotes will be evaluated by establishing an average unit price. The

average unit price will be established by adding all unit prices together, then dividing the sum by the number of unit prices.

(c) Pricing of Additional Orders. When issuing additional orders, the unit price shall be based on the price from the quantity range that will cover the total quantity on the order, regardless of destination.

(d) Numbering. The uniform procurement instrument identification numbering (PIIN) system will be used. The IDPO Agreement and subsequent orders will be distinguished by a "D" in the ninth position, and a "5" in the tenth position of the PIIN. The first order will be numbered with a sub-PIIN of "0001". Subsequent orders will be serially numbered with sub-PIINs of "0002" through "9999".

I76 - TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7023) (MAR 2000)

I77 - NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7024) (MAR 2000)

I88 – RIGHTS IN DATA consists of:

DFARS 252.227-7013 - Rights in Technical Data – Noncommercial Item (NOV 1995)

DFARS 252.227-7014 - Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (For Computer Software) (FEB 1995)

DFARS 252.227-7016 - Rights in Bid or Proposal Information (JUN 1995)
(Use with DFARS 252.227-7014)

DFARS 252.227-7017 - Identification and Assertion of Use, Release, or Disclosure Restrictions (JUN 1995) (Use with DFARS 252.227-7013)

DFARS 252.227-7018 - Rights in Noncommercial Technical Data and Computer Software - Small business Innovative Research (SBIR) Program) (JUN 1995)

DFARS 252.227-7019 - Validation of Asserted Restriction – Computer Software (JUN 1995)
(Use with DFARS 252.227-7018)

DFARS 252.227-7025 - Limitations on the Use of Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 1995)

DFARS 252.227-7030 - Technical Data – Withholding of Payment (MAR 2000)
(Use with DFARS 252.227-7013)

DFARS 252.227-7032 - Rights in Technical Data and Computer Software (Foreign)
(Use in lieu of DFARS 252.227-7013) (JUN 1975) (This clause applies in lieu of DFARS 252.227-7013 for contracts awarded to and to be performed by foreign sources, i.e., firms not located in the United States, its possessions, Puerto Rico and Canada.)

DFARS 252.227-7037 - Validation of Restrictive Markings on Technical Data (NOV 1995)
(Include with DFARS 252.225-7015 or DFARS 252.225-7013)

I94 - VALUE ENGINEERING - CONSTRUCTION (FAR 52.248-3) (FEB 2000), ALTERNATE I (APR 1984) (Base Contracts)

I110 - OPTION FOR INCREASED QUANTITY (FAR 52.217-6) (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within the period of the contract delivery schedule minus _____ days. Delivery of the added items shall continue at the same rate as the like items for under the contract, unless the parties otherwise agree.

I112 – SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS) (DFARS 25.244-7000) (MAR 2000)

I116 – PROGRESS PAYMENTS (FAR 52.232-16) (MAR 2000), ALTERNATE I (MAR 2000), ALTERNATE II (AUG 1987), ALTERNATE III (MAR 2000)

I135 – SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (DFARS 252.223-7007) (FEB 1996)

I136 - LIMITATIONS ON USE OF SURGE AND SUSTAINMENT (S&S) INVESTMENTS (DLAD 52.217-9006) (JUL 1999)

I137 – SET-ASIDE PORTION (DSCC 52.219-9C04) (NOV 1999)

(a) This clause applies when clause I53 - Notice of Partial Small Business Set-Aside is included in the individual solicitation.

(b) The set-aside portion is an additional quantity, substantially the same quantity as set forth in the individual solicitation and will be negotiated as provided by the applicable clause subject to all the terms and conditions including delivery requirements of the solicitation.

I138 - SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING (FAR 52.219-25) (OCT 1999)

I139 - SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - INCENTIVE SUBCONTRACTING (FAR 52.219-26) (FEB 2000)

I140 – LIMITATIONS OF GOVERNMENT LIABILITY (FAR 52.216-24) (APR 1984)

I141 – CONTRACT DEFINITIZATION (DFARS 252.217-7027) (OCT 1998)

J01 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:

This solicitation consists of documents and attachments identified by an "X" in the space provided and made a part hereof.

<u>ATCH/FM NO.</u>	<u>NAME</u>	<u>DATE</u>
() DD FM 1707	Information to (Cover Sheet) Offerors or Quoters	MAR 90
() SF 33	Solicitation, Offer and Award	Rev 4-85
() --	Section B	--
() --	Sections C through M	--
() --	Interim Amend. No. _____	
() --	Quality Assurance Provision (QAP) No. _____	
() DSCC Fm 1650	Freight Shipping Information – Mode of Shipment	AUG 73
() Form CASB-CMF	Facilities Capital Cost of Money Factors	--
() DD Form 1861	Contract Facilities Capital Cost of Money	APR 95
() _____	_____	_____
() _____	_____	_____
() _____	_____	_____
() DD Fm 1423	Contract Data Requirement List	JUN 90
	EXHIBIT No. _____	--
	W/ATCH No. _____	--
	EXHIBIT No. _____	--

	W/ATCH No. _____	--
	EXHIBIT No. _____	--
	W/ATCH No. _____	--
	EXHIBIT No. _____	--
	W/ATCH No. _____	--
() DD Fm 254	Contract Security Classification Specification	DEC 99

J02 - LIST OF ENCLOSURES MADE A PART OF THIS CONTRACT:

	dated _____	Encl _____

K01 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

(FAR 52.252-1)(FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a clause may be accessed electronically at the

<http://www.procregs.hq.dla.mil/logisticspolicy/default2.htm>.

NOTE: If not applicable becomes self-deleting (see FAR/DFARS prescriptions in parenthesis for applicability).

a. FAR (48 CFR CHAPTER 1) PROVISIONS

52.203-11 - Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (> \$100,000) (APR 1991) (FAR 3.808)

b. DFARS (48 CFR CHAPTER 2) PROVISIONS

252.209-7001 - Disclosure of Ownership or Control by the Government of a Terrorist Country (> \$100,000) (MAR 1998) (DFARS 209.104-70(a))

K07 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)

K27 - SMALL BUSINESS PROGRAM REPRESENTATION (FAR 52.219-1) (MAY 1999), ALTERNATE I (NOV 1999), ALTERNATE II (NOV 1999)

K32 - RESERVED

K38 - BUY AMERICAN ACT -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DFARS 252.225-7000) (SEP 1999)

K45 - COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)

L01 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB

1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of the provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a clause may be accessed electronically at the

<http://www.procregs.hq.dla.mil/logisticpolicy/default2.htm>.

NOTE: If not applicable becomes self-deleting (see text and FAR/DFARS prescriptions in parenthesis for applicability).

a. FAR (48 CFR CHAPTER 1) PROVISIONS

52.211-14 - Notice of Priority Rating for National Defense Use (SEP 1990) (FAR 11.604(a))

The following FAR 52.214-XX Provisions are applicable to IFB's only:

52.214-1 - Solicitation Definitions – Sealed Bidding (JUL 1987) (FAR 14.201-6(b)(1))

52.214-3 - Amendments to Invitations for Bids (DEC 1989) (FAR 14.201-6(b)(3))

52.214-4 - False Statements in Bids (APR 1984) (FAR 14.201-6(b)(4))

52.214-5 - Submission of Bids (MAR 1997) (FAR 14.201-6(c)(2))

52.214-6 - Explanation to Prospective Bidders (APR 1984) (FAR 14.201-6(c)(2))

52.214-7 - Late Submissions, Modifications, and Withdrawals of Bids (NOV 1999)

(FAR 14.201-6(c)(3))

52.214-9 - Failure to Submit Bid (JUL 1995) (FAR 14.201-6(e)(1))

52.214-10 - Contract Award - Sealed Bidding (JUL 1990) (FAR 14.201-6(e)(2))

52.214-12 - Preparation of Bids (APR 1984) (FAR 14.201-6(f))

52.214-18 - Preparation of Bids - Construction (APR 1984) (Base Contracts) (FAR 14.201-6(l))

52.214-19 - Contract Award - Sealed Bidding - Construction (AUG 1996) (Base Contracts)

(FAR 14.201-6(m))

52.214-34 - Submission of Offers in the English Language (APR 1991) (FAR 14.201-6(w))

52.214-35 - Submission of Offers in U.S. Currency (APR 1991) (FAR 14.201-6(x))

52.215-16 - Facilities Capital Cost of Money (> \$100,000)(OCT 1997) (FAR 15.408(h))

52.216-27 - Single or Multiple Awards (IQ)(OCT 1995) (FAR 16.506(f))

52.222-24 - Pre-award On-Site Equal Opportunity Compliance Evaluation (FEB 1999) (\$10m)

(FAR 22.810(c))

52.222-46 - Evaluation of Compensation for Professional Employees (FEB 1993) (Services) (>\$500,000) (FAR 22.1103)

52.225-10 - Notice of Buy American Act Requirement - Construction Material (FEB 2000)

(Base Contracts) (FAR 25.1102(b)(1))

52.225-12 - Notice of Buy American Act Requirement – Construction Materials under Trade Agreements Act and NAFTA (FEB 2000) (Base Contracts) (FAR 25.1102(d)(1)), Alternate II

(JUN 2000)

52.232-13 - Notice of Progress Payments (APR 1984) (FAR 32.502-3(a))

52.232-14 - Notice of Availability of Progress Payments Exclusively for Small Business Concerns (IFB's > \$100,000) (APR 1984)

(FAR 32.502-3(b)(2))

52.247-45 - F.O.B. Origin and/or F.O.B. Destination Evaluation (APR 1984) (> \$100,000)

(FAR 47.305-2(b))

52.247-46 - Shipping Point(s) Used in Evaluation of F.O.B. Origin Offers (APR 1984)

(> \$100,000) (FAR 47.305-3(b)(4)(ii))

b. DFARS (48 CFR CHAPTER 2) PROVISIONS

252.206-7000 - Domestic Source Restriction (DEC 1991)(DFARS 206.302-3-70)

252.209-7003 - Compliance with Veterans' Employment Reporting Requirements (> \$100,000) (MAR 1998) (Applicable with FAR 52.222-35 and 52.222-37) (DFARS 222.1304(b))

L02 - INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS (FAR 52.215-1) (FEB 2000), ALTERNATE I (OCT 1997), ALTERNATE II (OCT 1997)

L08 - REFERENCED SPECIFICATIONS (DSCC 52.211-9C21) (MAY 2000)

The effective issue or revision of specifications, standards, or other documents referenced in the cited specifications or in the purchase item description (Section B) shall be that listed in the Department of Defense Index of Specifications and Standards (DODISS) dated JULY 1, 1999 and Supplement dated MAY 1, 2000.

L11 - FACSIMILE PROPOSALS (FAR 52.215-5) (OCT 1997)

(a) Definition. Facsimile proposal as used in this provision, means a proposal, revision of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is:

(1) Telephone number of receiving facsimile equipment:

(i) Primary Numbers - A/C 614-692-4275 - (A/C Six One Four-Six Nine Two-Four Two Seven Five)

(ii) Alternate Number - A/C 614-692-2279 - (A/C Six One Four-Six Nine Two-Two Two Seven Nine)

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirement for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

NOTE 1: The alternate number will on be used when difficulties are encountered in obtaining the primary numbers.

NOTE 2: When sending a facsimile proposal, the contractor should program the machine to include his telephone number as the distant station ID. This information is required to assist in documenting receipt of the order.

NOTE 3: Reject offers received via **the DSCC Internet Bid Board System (DIBBS)**. This mode of transmission is not authorized for large purchase acquisition. If the DIBBS offer is received outside the Bid Opening Room, the receiver will immediately hand deliver the offer to the Bid Opening Officer. The Bid Opening Officer will return ALL DIBBS offers (whether received in or outside the Bid Opening Room) to the contractor. The offer will be returned as an attachment to the letter of rejection. This letter advises that it is unfair and improper to consider the offer since it would have a potential competitive advantage over other offerors, e.g., there could be more time in which to prepare the offer. FAR 14.301(e)/FAR 15.402(k) stipulate that the solicitation must specify which electronic commerce method is permitted.

L13 - ORDER TRANSMISSION (DSCC 52.215-9C20) (AUG 1999)

Orders procured through DLA may require the contractor to accept EDI transmissions in accordance with ANSI X12 Standards through a registered Value Added Network (VAN). Transaction sets will be provided to the contractor at time of award.

Failure to establish system(s) connectivity for successfully receiving and processing orders in accordance with electronic procedures stated in this solicitation within 30 days after date of award may be grounds for termination of the contract by the Government.

Issuance of transmission constitutes a binding order and the contracting officer's name at the end of the transmission constitutes the contracting officer's signature.

L17 - ALL OR NONE (DSCC 52.215-9C01) (JAN 1992)

(a) INDIVIDUAL CLIN(s)

For the individual Contract Line Item Numbers (CLINS) listed below, offers must be submitted on the total quantity of each CLIN and offers for a part of the quantity of any listed CLIN will be rejected. (For Data CLINS, see provision M24 – DLAD 52.217-9000, Data Pricing Evaluation and Award)

CLIN(s) _____

(b) CLIN GROUP(s)

For each group of Contract Line Item Numbers (CLINS) listed below, offers must be submitted on the total quantity of all CLINs within each group, and offers for less than the total quantity comprising the CLIN group will be rejected. (For Data CLINS, See provision M24 – DLAD 52.217-9000, Data Pricing Evaluation and Award) CLIN GROUP(s) _____

L19 - CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS (DLAD 52.217-9002) (NOV 1999), ALTERNATE I - ADEQUATE PROPRIETARY DATA (JAN 1992), ALTERNATE II - INADEQUATE DATA (JAN 1992), ALTERNATE III - ADEQUATE CATALOG DATA (JAN 1992)

L21 - COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DFARS 252.204-7001) (AUG 1999)

L25 - AGENCY PROTESTS (DLAD 52.233-9000) (SEP 1999)

L31 - FACSIMILE BIDS (FAR 52.214-31) (FEB 2000)

L40 - SURGE & SUSTAINMENT (S&S) EVALUATION FACTOR (DSCC 52.217-9C26) (APR 2000)

Instructions to offerors:

Describe the capability to initially ramp up (i.e., surge) and to sustain an increased pace of supplies to meet the surge requirements identified in Section _____ of this solicitation. The initial plan is merely a part of your proposal.

Address the following subfactors:

1) Explain the methodology that enables visibility of, monitoring changes in, assessment of, and reporting on the supplier base capabilities related to the S&S requirements. Include any on-line access to suppliers' inventory and production information systems.

2) Identify the supplier base inventories, production capability, on-demand manufacturing and advanced technology capability, or any other means of S&S support that are available to meet S&S requirements. Based on this identification, describe your strategies for meeting the S&S requirements in the solicitation, and explain how these strategies will be applied to the S&S items in this solicitation.

3) Identify the subset of S&S items under this solicitation that may be difficult to provide for quick initial ramp-up and elevated demand levels for sustainment. State the reasons for the difficulties and describe a proposed solution (i.e., strategies) for overcoming the difficulties.

4) Describe any agreements with suppliers that reflect access to the supplier base resources, including any commitments to hold rotating amounts of assets, time frames for delivering these assets; any commitments to provide access to production capabilities, and time frames for this access.

5) Describe any access to and plans for coordinating distribution (receiving, storing, packaging, and issuing) and transportation services needed to meet S&S requirements. Include any agreements with suppliers of these services, and the time frame for the services to be provided.

6) Conducting assessments of supplier base capabilities. Describe your participation in industrial capabilities data collection efforts or other assessments you have conducted within the past three years. Participation includes (but is not limited to) submissions (initial or annual update) to DLA via the World Wide Web Industrial Capabilities Assessment Program (WICAP) site on the Internet (<http://dscpl123.dscpl.dla.mil>) or submissions of) the DD Form 2737. For those S&S items identified by your part number (both those you manufacture, and those manufactured by your subcontractors), describe your participation in this effort (in terms of the number of your part numbered items for which data is provided, and for the data provided, the completeness and accuracy of that data). If you obtained or requested data from a subcontractor, describe that process. For those S&S items not identified by your part number, describe your suppliers' participation in this effort (in terms of the number of these S&S items for which your supplier has provided data).

7) Obtaining products from your suppliers to fulfill S&S requirements of your customers: Provide contract number, price and delivery terms, the number of S&S items and suppliers you used to fulfill the S&S requirements, and your performance

relative to the contract terms. Provide a point of contact (name and phone number of the contract administrator within the government or commercial firm) for each contract, that can substantiate/ verify your performance

8) Clearly identify any significant investments (dollars) needed to develop S&S capability. For those S&S investments, explain why the investment is needed, what you propose purchasing, the basis for the investment cost, the S&S capability to be gained, and how you anticipate the investment will be funded. For investments proposed to effect S&S strategies, include an analysis of what S&S strategies were considered, and why the proposed strategies are the most cost-effective.

L41 - RESERVED

M01 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**(FAR 52.252-1)(FEB 1998)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a clause may be accessed electronically at this/these address(es) <http://www.procregs.hq.dla.mil/logisticpolicy/default2.htm>.

NOTE: If not applicable becomes self-deleting (see text and FAR/DFARS prescriptions in parenthesis for applicability).

FAR (48 CFR CHAPTER 1) PROVISIONS

52.247-47 - Evaluation – F.O.B. Origin (APR 1984) (FAR 47.305-3(2))

52.247-49 - Destination Unknown (APR 1984) (FAR 47.305-5(b)(2))

M02 - SCOPE OF THIS SOLICITATION (DSCC 52.215-9C29) (JUN 2000)

- a. If this solicitation calls for offers on quantity ranges, any resulting award will be for a quantity of units falling within one of the specific range. The unit price applicable to the entire quantity awarded shall be the unit price offered for the quantity range in which the quantity awarded falls.
- b. Quantity Ranges: If the offeror desires to offer the same price for all ranges of that item, he may state that the unit price applies to all ranges of that item, instead of repeating the same unit price in all columns. If the offeror desires to offer different prices for any range of any item, he must insert a unit price in each quantity range column.
- c. When quantity ranges are solicited award may be made without discussion to the offeror offering the quantity and price combination most advantageous to the Government.

M07 - AUTOMATED BEST VALUE SYSTEM (ABVS) (DSCC 52.215-9C10) (FEB 2000)

(a) **Award** against this solicitation shall be made based on a comparative assessment of offerors' prices, quoted deliveries, and past performance. Award may be made to other than the low-priced, technically acceptable, responsible offeror. The Government retains the right to award to the offeror with the lowest quoted or lowest evaluated price. Price, quoted delivery, and past performance will be evaluated equally when making a comparative analysis of offers. The past performance factor considers quality performance and delivery performance to be of equal value.

(b) Past Performance:

(1) Past performance information is maintained for performance under all procurements with the Defense Logistics Agency (DLA). Overall performance is evaluated as is performance in each Federal Supply Class (FSC). This information is used to generate ABVS ratings which are based on the following indicators:

Delivery Delinquencies

- Number
- Severity
- Contractor caused Terminations, Cancellations, and Withdrawals

For administrative purposes, the delivery rating period excludes the most recent 60 days. For ABVS purposes, delinquent lines represent shipments not shipped and/or received in their entirety by the Contract Delivery Date (CDD).

Quality Complaints

- Product Nonconformances/Laboratory Test Failures
- Packaging Nonconformances

For administrative purposes, the quality rating period excludes the most recent 30 days.

NOTE: The above 60 and 30 day offset periods are NOT grace periods.

(2) An offeror's past performance is an indicator of performance risk and will be evaluated first on the basis of past performance in the same Federal Supply Class (FSC) as the supplies being solicited. The Contracting Officer may consider the volume of business on which the performance score is based as a measure of confidence in the FSC score. A vendor's overall score may be evaluated when a satisfactory measure of confidence cannot be obtained from the FSC score or if a vendor has no FSC score. The Contracting Officer may also take into consideration any other available and relevant past performance data.

(3) An offeror with no performance history in any FSC procured by DLA will be identified as a new offeror and will not be scored by ABVS on performance. However, any other available and relevant past performance data may be considered in rendering an award decision. Regardless, the status of being a new offeror will not be grounds for disqualification for an 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.

(4) ABVS ratings do not determine an offeror's award eligibility, or technical acceptability, nor does it constitute a responsibility or non-responsibility determination.

(5) By accessing the DSCC Internet Bid Board System (DIBBS), (<http://dibbs.dscccols.com/>), each offeror will be provided the opportunity to review their ABVS scores and negative historical performance data. For any questions or challenges to negative performance data, please forward requests/challenges to an ABVS Administrator at the below cited address, or telephone/fax an Administrator at one of the provided numbers:

Mail requests to: Defense Supply Center, Columbus

ATTN: DSCC-PAMB

P. O. Box 3990

Columbus OH 43216-5010

Telephone Numbers: (614) 692-1381

(614) 692-3383

Facsimile (FAX) Number: (614) 692-4170

(6) When a discrepancy between contractor data and Government data occurs, the Government will make every effort to resolve the discrepancy expeditiously. However, the Government may make an award decision despite the existence of an unresolved challenge. The Government is the final authority for resolution of disputed data and its use in the source selection process.

(c) **Price.** In making an award decision, the Government may consider price as follows:

(1) **Offered Price** – The Government will evaluate the reasonableness of the offered price after a price analysis of offers is performed.

(2) **Evaluated Price** – If required, the evaluation process may include the Delivery Evaluation Factor (DEF), the Small Disadvantaged Business Concerns (SDBC) preference, and/or any other applicable price evaluation factor(s).

(d) **Delivery**. The quoted delivery will be evaluated in comparison with the delivery required on the solicitation.

(e) **General Basis for Award**. Award will be made to the offeror whose proposal conforms to the terms and conditions of the solicitation and which represents the best value to the Government. In making the best value determination, the Government will make a comparative assessment of the proposals with regard to price, delivery, and past performance. The following considerations may affect the trade-off determination:

- Whether or not an item is used in a weapons system or is a personnel support item
- Item delivery and quality history
- Inventory status
- Delivery schedule/urgency of the item
- Limited number of supply sources
- Benefits from obtaining new sources
- Difference in price

M21 - EVALUATION FACTOR FOR SOURCE INSPECTION (DLAD 52.213-9001) (MAY 1999)

M27 - EVALUATION FACTOR FOR PREAWARD SURVEY (DLAD 52.215-9001) (MAR 1994)

M34 - SURGE & SUSTAINMENT (S&S) EVALUATION FACTOR (DSCC 52.217-9C24) (APR 2000)

Evaluation for Award:

The Government will evaluate the proposed S&S capability to determine each vendor's ability to meet the S&S requirements in the solicitation. The following emphasis will be placed on the S&S subfactors described under Instructions to Offerors:

- 1) On-line access within short time frames and automated tools for analysis is preferred over less automated methodologies.
- 2) Specific information on capabilities and strategies at the item level that evidence comprehensive, thorough assessment is preferred over general information on capabilities and strategies for item groupings.
- 3) Comprehensive identification, sound rationale for difficulties, and viable, cost-effective solutions at the item level is preferred over less detailed information for item groupings and/or solutions that are less advantageous.
- 4) Prior successful experience in conducting assessments will be rated for accuracy, completeness and use of automated tools. For participation in the DLA industrial capabilities data collection efforts, submission of the Industrial Preparedness Plan (IPP) will be rated more highly if the information was completed via the Web application (WICAP) versus completion of the hard copy DD Form 2737.
- 5) Broad coverage and well-defined agreements is preferred over incomplete coverage, less defined agreements, and plans to make these agreements.
- 6) Broad coverage, and well-defined agreements and coordination plans is preferred over incomplete coverage, and less defined agreements and coordination plans.

7) Prior S&S will be evaluated. Prior successful experience in performance of broad based S&S requirements that met contract price and delivery terms is preferred over performance of limited S&S requirements that did not meet the contract price and delivery.