

PART I – THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES

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.dsc.dla.mil/refs/provclauses/>

Also, the full text of FAR/DFARS/DLAD clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/logisticpolicy/procurementlinks2.htm>

B04 - ALTERNATE DISPUTE RESOLUTION (ADR)

It is the goal of this Center for all parties to be satisfied at contract completion. Consequently, this Center is encouraging the use of all forms of ADR to resolve differences of view that may occur under the contract, whether the differences involve disputes of contract terms, issues of administration, or merely points of inquiry. The use of any form of ADR is voluntary for all parties. Any costs associated with the use of ADR will be agreed to by both parties and with no increase in contract price, unless agreed to otherwise.

B05 - EEO COMPLIANCE NOTICE (NOV 2000)

In view of the negative representations in Provision K33 and/or K34 of the solicitation and/or statement that there are 50 or more employees, this award is subject to the contractor filing the required documents with the applicable Regional Office of the Department of Labor (see FAR 22.609) within 120 days after date of this contract.

B08 - COMPATIBILITY TESTING NOTES (S9E) (MAY 1997)

NOTE 1: Compatibility testing is required and shall be performed by the Government. Additional requirements are specified in Section I, clause I05a.

NOTE 2: The offerors, by submitting offers, are considered to have carefully reviewed the specifications and test requirements. Any irregularity or discrepancy in these requirements 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. 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 3: When both first article testing and compatibility testing are required, contractor must successfully complete and receive approval for the first article test report and first article testing before compatibility testing commences. Before both first article approval and compatibility test approval, the acquisition of materials or components, or the commencement of production of the balance of the contract quantity is at the sole risk of the contractor. Before receiving both approvals, the following cost shall not be allocable to this contract - progress payments.

NOTE 4: If first article testing can or will result in the possibility of units being damaged or not being fully operational, the number of units required for compatibility testing will be in addition to the quantity required for first article testing and shall be from the same lot. If however, first article testing does not affect the operational capability nor damage the units, the first article units may be used to conduct compatibility testing.

NOTE 5: When different Government agencies will be conducting the first article and compatibility testing,

the agency conducting the first article testing will, upon completion of the testing, return the units to the contractor who, in turn, will forward the units and the check to the Government activity conducting the compatibility testing.

B11 - SUPPLIES FURNISHED BY DELIVERY ORDERS

Supplies to be furnished under any resultant contract shall be ordered by the issuance of delivery orders by the Defense Supply Center Columbus.

B12 - FIRM FIXED PRICE REQUIREMENTS (POPS) NOTES

NOTE 1: Offeror is required to specify the manufacturer's name and the manufacturer's part number for all items being offered. Offers for incremental quantities are not acceptable. Price for individual orders will be determined in accordance with I11, Methods of Pricing.

NOTE 2: Offerors should specifically state prices for both direct ship and stock site shipments. If prices are the same for both direct ship and stock site shipments the offeror should specifically state so. If offeror does not specify prices for both direct ship and stock site shipments, the proposal may be rejected.

NOTE 3: A _____ calendar days, firm fixed price, REQUIREMENTS CONTRACT is anticipated.

B15 - ADVANCE NOTICE OF DELIVERY TO CONSIGNEES (OTHER THAN AIR OR WATER TERMINALS (AUG 1985))

The contractor is responsible for requiring carriers to give telephone notice of delivery to the consignee Transportation Officer (Transport Control/Prelodge Desk), at least 24 hours prior to delivery of freight shipments (other than small parcels). All bills of lading must be annotated to reflect this requirement.

B19 - COMPLETION OF BLOCKS 17 AND 18 ON DD FORM 1423 (JUN 1991)

If offeror has failed to complete blocks 17 and 18 of DD Form 1423 (Contract Data Requirements List) in accordance with instructions on the form as part of his original submission and refuses to complete them on request, his offer may be rejected.

B21 - SUPPLEMENTAL ALTERNATE OFFER GUIDELINES FOR ASO/NAVSEA/ AVSCOM CRITICAL ITEMS (FEB 1994)

The purpose of this document is to assist contractors in preparing alternate offers submitted for ASO, NAVSEA, and AVSCOM critical application items. This information is in addition to, or further clarifies, the requirements of the provision in the solicitation entitled "Conditions for Evaluation and Acceptance of Offers for Part Numbered Items." A technical data package which includes the following information, must be submitted to obtain an evaluation. If alternate offer(s) is a dealer or supplier of the item for which it is seeking approval, the offeror will submit a source approval request on the company manufacturing the item. The name and address of this manufacturer is required.

General data required to be submitted by all offerors seeking source approval:

1. A brochure/synopsis of company capabilities.
2. A description of the company's quality program, along with a copy of the company's quality assurance manual and or OEM quality rating. Include compliance with MIL-I-45208 or MIL-Q-9858.
3. A complete set of current assembly and detail drawings, prepared in accordance with MIL-T-31000 and a list of all specifications required to manufacture and item for which the offeror seeks approval.
4. Identification of major sub-vendors for the offered item, i.e., vendors of forging, casting, material, finishes,

heat treating, inspections, etc..

5. Compliance with Certification Statement:

The following statement is required to be signed by an officer of the corporation who is authorized to sign on behalf of the company, and submitted with each request for source of the company, and submitted with each request for source approval.

"I hereby represent and state that the technical data and/or master/special tooling that (name of firm) intends to use to manufacture the solicited item under any resulting contract, was obtained or developed in a legal manner and that (name of firm) has the right to use the data to manufacture this item for the U.S. Government. All applicable specifications required to manufacture this item are in the possession of (name of firm)."

Alternate offers for NAVSEA Critical Diesel items (as noted in the AID) are required to submit the following additional data:

If the item offered is an assembly, performance and interchange testing is required. The contractor shall submit written test procedures for conducting performance and interchange testing in accordance with Data Item Description UDI-T-23732.

Alternate offers for ASO/AVSCOM Critical Aircraft items (as noted in the AID) are required to submit additional information according to the categories listed below.

Category I Same Item: The item for which your company is seeking approval has been previously supplied to the OEM.

1. Copy of process operation sheets utilized to manufacture the item.
2. Copy of inspection method sheets utilized in manufacture and final inspection of the item.
3. Copies of the most recent purchase orders and shipping documents to the OEM with proof of acceptance. If the OEM is Pratt & Whitney, attach a copy of the current Requirements Control Card/Quality Assurance Document.
4. Summarization of quality deficiencies, Nonconforming Material (Waivers/Deviations) and Material Review Board (MRB) actions and resolutions, that occurred on the latest contract.
5. Identification of "value added" by the OEM.

Category II Similar Item: The item for which your company is seeking approval has never been supplied to the OEM, or a DoD activity, but a similar item has been previously supplied to one of the above.

1. A complete set of current assembly and detail drawings required to manufacture the similar item, including test procedures.
2. Copy of process operation sheets utilized in manufacture and final inspection of the similar item.
3. Copy of inspection methods sheets utilized in manufacture and final inspection of the similar item.
4. Copies of most recent purchase orders, shipping documents to the OEM or DoD activity with proof of acceptance for the similar item. If the OEM is Pratt & Whitney, attach a copy of the current Requirements Control Card/Quality Assurance Document.
5. Summarization of quality deficiencies, Nonconforming Material and Material Review Board (MRB) actions and resolutions, that occurred on the latest contract.
6. Identification of the "value added" by the OEM to the similar item.
7. Identification of the differences between the similar item and the item for which your company is seeking source approval.

Category III New Item: Neither the item for which your company is seeking approval, nor any similar item, has ever been supplied to the OEM or a DoD activity.

1. Copy of process operation sheets utilized to manufacture the item.
2. Copy of inspection method sheets utilized during manufacturing and final inspection of the item.

3. Copy of acceptance test procedures that your company intends to incorporate, including the names of the independent test labs you intend to use.
4. Advise of your company's ability to supply samples. Submission of samples may be required.

B23 - NOTE: (Aggregate) The award will be based on meeting delivery schedule specified in Section F and the lowest overall total estimated cost to the Government **on an all or none basis**.

B27 - NOTE: (Requirements) A _____ calendar days, Firm Fixed-Price REQUIREMENTS CONTRACT is anticipated.

B28 - NOTE: (IQ's) A _____ month, Firm Fixed-Price IQ CONTRACT, is anticipated.

B30 - MANUFACTURER'S PART NUMBER

Prior to or at the time the offer is submitted, the contractor shall inform the buyer if any discrepancy exists between the physical/functional description and the **specifications**/drawings.

ALL OFFERS MUST PROVIDE THE FOLLOWING INFORMATION:

Offer based on: _____

Manufacturer's Name: _____

Manufacturer's P/N: _____

Actual Bare Item Part Number Marking: _____

B31 - DATA FOR ITEMS ADDED BY MODIFICATION (AUG 1986) (DSCC 52.217-9C06)

Notwithstanding any other clauses of this contract, should the quantity of equipment (CLINS) be increased by exercise of options, if any, or by other contract modification, the contractor agrees to furnish the data CLINs listed below at the unit prices stated. If prices are not stated, the contractor agrees to furnish such data at no cost to the Government.

NOTE: If the offeror did not indicate a charge for data in Section B (See Provision F01), any price stated below will not be applied to data to be overpacked with the end item but will apply to data which is not overpacked with the end item.

CLIN(s)	UNIT PRICE
_____	_____
_____	_____
_____	_____

B35 - NOTICE UL LISTINGS REQUIRED (AUG 1997)(Applicable to FSC 6145 only)

1. Awards for any end item, the Purchase Item Description of which provides that "SOURCES OF SUPPLY MUST HAVE UL LISTING FOR APPLICABLE TYPE IN ACCORDANCE WITH TABLE 1 OF SPECIFICATION J-C-30B", will be made only when such item has been listed by the Underwriters Laboratories, by Listing Card or in "The Electrical Construction Material Directory", at the same time set for opening of bids in the case of an acquisition by formal advertisement, or at the time of award in the case of a negotiated contract. Offerors should contact the Electrical Department of the Underwriters Laboratories at 1285 Walt Whitman Road, Melville, Long Island, New York 11747; or at 1655 Scott Blvd., Santa Clara, California 95050 for submission of samples for testing for qualification/listing.

2. The Offeror shall furnish proof of UL Listing by inserting the item name, the applicable J-C-30B Specification and the applicable page from the Electrical Construction Material Directory on which its UL Listings is reflected; or by forwarding, with their bid or proposal, a copy of the Listing Card.

ITEM NAME	J-C-30B SPECTIFICATION
_____	_____
_____	_____

APPLICABLE PAGE OF THE ELECTRICAL CONSTRUCTION MATERIAL DIRECTORY _____

LISTING CARD IS ATTACHED WITH BID/PROPOSAL

3. If this is a formally advertised solicitation, any bid which does not identify the UL Listed Product being offered, either above or elsewhere in the Bid, will be rejected.

B36 - NOTICE - REA APPROVAL REQUIRED (AUG 1997) (Applicable to FSC 6145)

(a) Awards for any end item, the Purchase Item Description of which provides that "SOURCES OF SUPPLY MUST BE REA APPROVED," will be made only when such item has been accepted by the United States Department of Agriculture for inclusion in Rural Electrification Administration (REA) Bulletin 344-2 (whether or not actually included therein) at the time set for opening of bids in case of an acquisition by formal advertisement, or at the time of award in the case of a negotiated contract. Overhears should contact the chairman - Technical Standards Committee "A" (Telephone Rural Electrification Administration, Washington, DC 20250) to arrange for submission of their test reports for qualification/acceptance.

(b) The Offeror shall insert the item name, the applicable REA Specification and the applicable page from REA Bulletin 344-2 on which its REA acceptance is reflected.

ITEM NAME	REA SPECIFICATION	APPLICABLE PAGE OF REA BULLETIN 344-2
_____	_____	_____

(c) Offerors submitting bids or proposals on products which have been REA accepted, but which are not yet listed, are requested to submit evidence of such acceptance with their bids or proposals, so that they may be given consideration. If this is a formally advertised solicitation, any bid which does not identify the REA accepted product being offered, either above or elsewhere in the bid, will be rejected.

B37 – SOLICITATION ATTACHMENTS (FEB 2001)

Attachment(s) that contain information necessary to submit a quote in response to an RFQ are included in this solicitation package. Interested parties receiving this solicitation via electronic means (Electronic Data Interchange, World Wide Web, etc.) must contact the Industry Coordination Office via telephone 614-692-3446, e-mail address indcoord@dsc.dla.mil, or by mailing a request to Defense Supply Center Columbus, ATTN: DSCC-PBAB, P.O. Box 16653, Columbus, Ohio 43216-6595 to obtain copies of attachment(s).

B42 - BILATERAL PURCHASE ORDER CLAUSES APPLY –see Part V of this Master Solicitation

B43 - LABOR STOPPAGE – TIME OF DELIVERY

Supplies will be delivered within _____ days after settlement of the Labor Stoppage. The Contractor will notify the Contracting Officer in writing within 10 days after settlement of the Labor stoppage. The Contracting Officer, upon receipt of notice, will modify the order to establish firm delivery date(s).

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.

SECTION C - DESCRIPTION/SPECIFICATIONS

Y2K COMPLIANT NOTICE

All deliverables under this contract containing embedded microcircuit chips with a clock mechanism, timing device, or control device required to perform date/time processing involving dates subsequent to December 31, 1999, shall be year 2000 (Y2K) compliant at the time of delivery. "Y2K compliant" means that it accurately process date/time data (including, but not limited to, calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first century, and the years 1999 and 2000 and leap year calculations, to the extent that other (information technology) IT / non-IT items being acquired properly exchange date/time data with it.

SECTION D - PACKAGING AND MARKING

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

Packaging and marking requirements for items being procured shall be accomplished as stated herein (See Section B). The items identified in Section B 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).

D06 - PREPARATION FOR DELIVERY (DSCC 52.211-9C15) (JAN 1992)

For shipments to a Government Packing Facility; see Clause F05.

Standard Commercial Packaging with marking in accordance with commercial practice. Each shipping container or unpacked item shall be marked with NSN (or CAGE Code and part number if NSN is not specified), name of item, unit of issue, quantity and order number.

"Expedited Handling" Shipments:

(1) The Contractor will mark all "expedited handling" shipments with identifying labels. "Not Mission Capable Supply" (NMCS) formerly (NORS) condition "999" shipments with shall be marked with two 999 Labels on each container. For MNCS conditions other than 999, containers shall be marked with two NMCS (formerly (NORS) labels. Tags shall be used when labels are impractical. Place one label adjacent to the address and the other label on the opposite side of the container. Use the largest labels that will fit.

(2) When shipping overseas by freight, also use DD Form 1387 shipping label. Enter the code "999" or "NMCS" as applicable in the required delivery date block, and insert a large "1" (for Transportation Code) in the box on the right-hand side of the label.

(3) Method of shipment will be in accordance with Clause F05 or F06.

(4) If labels are not enclosed with the order, contact: DSCC-OT, (614)692-7038/7039 or (614) 692-2175. **(COLLECT CALLS WILL NOT BE ACCEPTED.)**

D07 - LABELS (DSCC 52.211-9C18) (JUN 2001)

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.) A copy of the DD Form 1387 may be downloaded at <http://www.dscclia.mil/Offices/Packaging/Forms.html>

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.

D11 - BAR CODING REQUIREMENTS FOR DIRECT VENDOR DELIVERY (DVD) SHIPMENTS (DSCC 52.211-9C28) (MAY 1999)

This bar coding requirement is applicable only to shipment of material to a location other than a DLA Distribution Depot (i.e., direct vendor delivery (DVD)).

In addition to other marking requirements in this contract, the following separate lines of bar coded data, with Human-Readable Interpretation (HRI) printed directly below the element, shall be provided:

- (1) Document number and suffix
- (2) National Stock Number (NSN) (in absence of the NSN, the CAGE and Part Number)
- (3) ICP Routing Identifier Code (RIC), Unit of Issue, quantity, condition code, distribution code, and unit price.

These bar code markings shall either be placed on or printed on labels affixed to either the DD Form 250/250c or the commercial packing list. If used on DD Form 250/250c it should be in blocks 15, 16, 17, etc. In either case, these documents shall be furnished in Packing List Envelopes affixed to the outside of the shipping container.

The bar code symbology shall be Code 3 of 9 (Code 39) in accordance with AIM BCI.*

Notes:

In bar code element 1, the Document Number above consists of a 14-character (15 characters when a suffix is included) alphanumeric code. It may be listed on a contract/order as the Requisition Number, Transportation Control Number (TCN), etc.

In bar code element 2 above, the NSN will appear as a 13-digit code without the dashes.

In bar code element 3 above, for all award numbers beginning "SP07..." the RIC is "S9C"; for all award numbers beginning "SP09..." the RIC is "S9E"; the appropriate "UI" will appear as a two digit alpha character; the "QTY" will appear as a five position code, including zero fillers left of the number; the condition code will always be listed as an "A;" the distribution code will be a two position zero filled code; and the unit price will be a six position zero filled code. No spaces shall separate the individual data elements.

* Copy of AIM BC1 is available from: AIM USA
634 Alpha Drive
Pittsburgh, PA 15238-2802
(412) 963-8588

D12 - PREPARATION FOR DELIVERY (DSCC 52.211-9C16)(MAR 2001)

1. DLA Stock Shipments:

All orders for DLA Stock shipments shall be packaged to Military Preservation/and minimum Military Packing (formerly Level C) in accordance with MIL-STD-2073-1C coded packaging requirements, and Bar-coding in accordance with ANSI/AIM BC 1 (Uniform Symbology Specification Code 39). The supplemental palletization instruction sheet, Palletization No. DC1636P001, will be applicable to each order, when required.

2. Direct Vendor Delivery (DVD) Shipments:

a. CONUS (within the Continental United States) and O-CONUS (Outside the Continental United States) Priority 01 through 08 Shipments: (Note - For Priority 01 and 02 overseas shipments, please contact the transportation office at 614-692-2288 for shipping instructions.)

- (1) Standard commercial in accordance with ASTM-D-395.
- (2) Barcoding in accordance with ANSI/AIM BC 1 shall apply for all shipments regardless of destination **(Also See Clause D11)**.
- (3) Marking shall include, at minimum, the following information:

UNIT CONTAINER MARKING REQUIREMENT:

- Identification Marking: National Stock Number
- Item Nomenclature (Optional)
- Quantity (as measured in U/I)
- Part Number
- Contract Number (including call number, if applicable)
- Method of Pack/Date of Pack

SHIPPING CONTAINER MARKING REQUIREMENTS:

- Shipping Label: Transportation Control Number
- From: Name and address of Consignor

- To: (1) Name and address of Consigned (DODAAC) and in-the-clear address.
- (2) Project Code (if applicable).
- (3) Piece Number, and total pieces.
- (4) WT. & CU.
- (5) Method of Pack/Date of Pack

(4) Bar Code Label is required on shipping documents **(See Clause D11)**.

b. ***O-CONUS Priority 09 through 15 and FMS (Foreign Military Sales) Shipments:*** Shall be packaged to Military Preservation/and minimum Military Packing (formerly Level B) in accordance with MIL-STD-2073-1C, and with MIL-STD-129 markings. The supplemental palletization instruction sheet, Palletization No. DC1636P001, will be applicable to each order, when required. (Packaging code requirements will be provided upon award of contract).

c. ***Credit Card Orders:*** Packaging shall be in accordance with the Contractor's commercial practice, which will ensure acceptance by the carrier.

3. **Fast Pay Orders:** The outer shipping container for Fast Pay DLA direct vendor delivery orders must be marked "FAST PAY."

4. **Oxygen Cleaning:** Items that require oxygen cleaning shall be cleaned, packaged to Military Preservation/and minimum Military Packing (formerly Level C) in accordance with MIL-STD-2073-1C and MIL-STD-1330.

5. **Hazardous Material:** Packaging for hazardous materials shall comply with applicable requirements for Performance Oriented Packaging contained in the International Civil Aviation Organization (ICAO) Technical Instructions, Excluding paragraph 1.4 of chapters I and 3, or the International Maritime Dangerous Goods Code (IMDG), both of which comply with the United Nations (UN) Recommendations on the Transport of Dangerous Goods, and with Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49. All performance test requirements shall be supported by certificates and reports attesting to the date and the data results obtained from performance oriented packaging testing. The contractor, if not a self-certifier,

shall be responsible for assuring that third party sources providing performance testing services are, in fact, registered with the Department of Transportation. The contractor's signed certification that the packaged configuration meets ICAO or IMDG requirements shall be incorporated on the DD form 250, Material Inspection and receiving Report, or other related acceptance document if the DD Form 250 is not used. All certificates and reports shall be available for inspection by authorized Government representatives for a period of three years.

6. **Prohibited Cushioning and Wrapping Materials:** Use of excelsior, newspaper, shredded paper (all types, including wax paper), and similar hygroscopic or non-neutral materials and all types of loose-fill materials, including polystyrene, is prohibited for application such as cushioning, fill, stuffing, and dunnage.
7. Any questions concerning packaging may be addressed by calling **DSCC-VSP** at 614-692-3345 (commercial) or DSN 850-3345. FAX: 614-692-1901.

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.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.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)

E02 – INSPECTION OF SUPPLIES – FIXED PRICE (FAR 52.246-2) (AUG 1996)

E03 - INSPECTION AT ORIGIN (DSCC 52.246-9C01) (JUN 2001)

(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.

(3) For CLIN(S) designated as Former Government Surplus (whether described by manufacturer's name/code and part number, or by Military or Federal specification or drawing); the original package

markings of each item shall be verified to previous Government contract number and part number (as specified in DLAD Clause 52.211-9000, Section I of the award). Any deviation from this number shall be cause for rejection of the item.

Note: Additional inspection requirements may be required, based on the evaluation of the surplus offer, by the procuring activity. Such additional requirements, if necessary, will be identified before the award.

(c) Inspection Points:

SUPPLIES

() Same as Offeror

Applicable to CLIN(s): _____ .

() Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s): _____

PACKAGING

() Same as Offeror

Applicable to CLIN(s): _____

() Same as above

() Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s): _____

E03A – SECONDARY ADMINISTRATION

INSPECTION/ACCEPTANCE AT ORIGIN WILL BE PERFORMED BY:

SUPPLIES

() Office Administering Order/Contract

Applicable to CLIN(s): _____ .

() Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s): _____

PACKAGING

() Office Administering Order/Contract

Applicable to CLIN(s): _____

() Same as for Supplies

() Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s): _____

E04 - ACCEPTANCE AT ORIGIN (DSCC 52.246-9C02) (NOV 1995)

Acceptance will be performed by an authorized Government Representative at origin. The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.

NOTE: For contracts awarded on F.O.B. Destination basis, contractor *must* comply with Clause F01 - F.O.B. Destination, in order that payment may be made prior to receipt of the supplies at destination.

E06 – MATERIAL INSPECTION AND RECEIVING REPORT (DFARS 252.246-7000) (DEC 1991)

E07 – CONTRACTOR INSPECTION REQUIREMENTS (FAR 52.246-1) (APR 1984)

E08 - INSPECTION AT DESTINATION (DSCC 52.246-9C05) (NOV 1995)

Inspection will be performed by an authorized Government inspector at destination.

E09 - ACCEPTANCE AT DESTINATION (DSCC 52.246-9C06) (NOV 1995)

(a) Acceptance for (i) contractual compliance with packaging and marking criteria, (ii) damage in-transit, (iii) condition, (iv) identity, and (v) quantity, on CONUS shipments will be performed by the receiving officer or his authorized representative at final destination.

(b) Rejected Supplies: Supplies which do not conform with the contract/order requirements will be rejected. Within 30 days after receipt of the Government's notice of rejection, the contractor either must remove the rejected supplies or make other arrangements with the contracting officer for the disposition thereof, however, if the contractor fails to do this, the Government may retain or dispose of the rejected supplies without compensating the contractor therefore and the contractor waives all rights, title or interest therein.

E10 - INSPECTION AND ACCEPTANCE (DSCC 52.246-9C16) (APR 1984) (Services)

Inspection and Acceptance of services performed shall be by the _____.

E11 - INSPECTION AND ACCEPTANCE (DSCC 52.246-9C15) (SEP 1980) (Base Contracts)

(a) The Chief, Facilities Engineering Division (DSCC-WIC) or his authorized representative will be responsible for inspection of work performed.

(b) Upon completion of the work, the government inspector will furnish a certificate to the Contracting Officer attesting to the performance of the work in accordance with the contract requirement without deviation.

(c) Upon receipt of the government inspector's certificate, the work will be accepted by the Contracting Officer.

E12 - INSPECTION AND ACCEPTANCE (DSCC 52.246-9C24) (MAR 1980) (Base Contracts)

The Chief, _____ or his authorized representative will be responsible for inspection and acceptance of work performed. This should be accomplished by a Services Rendered Certificate to be submitted through the Contracting Officer to the Paying Office.

E13 - LOCATION OF INSPECTION AND ACCEPTANCE (DSCC 52.246-9C31) (JUN 1987)

- a. For individual Direct Vendor Deliveries (DVD), no Source Inspection required, acceptance shall be by Fast Payment Procedure (FEB 1998) (FAR 52.213-1) which is incorporated by reference per FAR 52.252-2.
- b. For individual deliveries destined for DSCC stock sites. Inspection and Acceptance shall be at Destination. Fast Payment Procedures are not authorized.

E14a - HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (TAILORED ISO 9002) (DSCC 52.246-9C44) (FEB 1999) (Tailored FAR 52.246-11)

The contractor shall comply with the International Organization for Standardization (ISO) 9002, Second Edition, dated July 1, 1994, or a "tailored" program meeting the following ISO 9002 paragraphs:

- 4.5, Document Control: Limited to inspection and testing as well as applicable drawings, specifications and instructions required by the contract;
- 4.6, Purchasing; 4.6.1 and limited to 4.6.2(a), and 4.6.4.2. All other parts of paragraph 4.6 hereby deleted;
- 4.7, Customer-supplied Product;
- 4.8, Product Identification & Traceability;
- 4.10, Inspection and Testing;
- 4.11, Inspection, Measuring and Test Equipment;
- 4.12, Inspection and Test Status;
- 4.13, Control of Nonconforming Product;
- 4.14, Corrective and Preventative Action; 4.14.3 - Preventative Action, to apply to product only;
- 4.16, Quality Records

(The ISO 9002 standard can be ordered from the ANSI Electronics Standards Store at <http://www.ansi.org/>)

E14b - HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (ISO 9001) (DSCC 52.246-9C45) (FEB 1999) (Tailored FAR 52.246-11)

The contractor shall comply with the International Organization for Standardization (ISO) 9001, dated January 1, 1994. (The ISO 9001 standard can be ordered from the ANSI Electronics Standards Store at <http://www.ansi.org/>)

E14c - HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FULL ISO 9002) (DSCC 52.246-9C46) (FEB 1999) (Tailored FAR 52.246-11)

The contractor shall comply with the International Organization for Standardization (ISO) 9002, Second Edition, dated July 1, 1994. (The ISO 9002 Standard can be ordered from the ANSI Electronics Standards Store at <http://www.ansi.org/>)

E15 - CERTIFICATE OF CONFORMANCE (FAR 52.246-15) (APR 1984)

Shipment based on CoC shall not be made unless authorized by CAO.

E16 - CERTIFICATE OF QUALITY COMPLIANCE (DLAD 52.246-9000)(DEC 1994)**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.

E21 - WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52.246-9C10) (JUN 1989)

This clause is applicable when surplus materials are accepted (See Clause I17), when a Certificate of Conformance (see Provision E15) supports or forms the basis for acceptance of supplies at origin by the Government, or when acceptance is performed by the Government at destination.

(a) The contractor warrants for a period of one year that the supplies at time of delivery conform to all contract requirements. If this warranty is breached, the Government at its option may (1) reject the supplies and require refund of contract price; or (2) require contractor at its expense to repair or replace the supplies; or (3) repair or correct the supplies and charge the contractor for the costs incurred; or (4) retain the supplies and require an equitable adjustment in the contract price. The Government shall mail or otherwise furnish notice to the contractor of the breach of this warranty within one year after date of delivery, inform the contractor of the option exercised, and require the contractor to take action accordingly. For Wood Products, notice of breach of warranty for other than packing deficiencies must be furnished by the Government within the time limits specified in the applicable industry grading rules or standards after receipt of the supplies. Any disputes as to the breach of this warranty shall be resolved under the Disputes clause of the contract.

(b) The contractor shall mark warranty items as required by paragraph 5.2.8, MIL-STD- 129(h), "Marking For Shipments And Storage."

(c) The rights hereby provided the Government shall not be affected by other clauses concerning the conclusiveness of inspection and acceptance and are in addition to and do not limit any rights of the

Government under other clauses of this contract.

E22 - WARRANTY (DSCC 52.246-9C11) (APR 1985)

(a) If the Government accepts an offer to supply an alternate product pursuant to Provision L19, Conditions for Evaluation and Acceptance of Offers for Part Numbered Items, this warranty is applicable to the supplies delivered under the resulting contract.

(b) For a period of one year after the date of the last delivery under the contract, the contractor warrants that the items delivered are either identical to or electrically, functionally, physically and mechanically interchangeable with the items cited in the AID and that the items will provide the Government with the same performance as the items cited in the AID.

(c) Upon breach of this warranty and notification by mail or otherwise by the Government to the contractor within one year after the date of last delivery, the Government at its option may (1) reject the supplies and require refund of price paid; (2) require contractor at its expense to repair or replace the supplies; or (3) retain the supplies and require an equitable reduction in the price paid. The Government's rights hereunder are in addition to and do not limit any of its rights under other provisions of the contract and shall not be affected by FAR 52.246-2.

E23 - SUBSTITUTION OF ITEM AFTER AWARD (DSCC 52.246-9C13) (JAN 1999)

When the acquisition item description (AID) identifies supplies by manufacturer's name, CAGE code, and part number, the specified item(s) are the only item(s) acceptable under this contract. The contractor may not substitute a different item after award.

E25 - DOCUMENTATION OF TRACEABILITY (Applies only to Semiconductors) (DSCC 52.246-9C27) (MAR 1997)

a. DOCUMENTATION OF TRACEABILITY FOR OTHER THAN MIL-S-19500 SEMICONDUCTOR DEVICES (MAR 1987)

(Applicable to contracts with Government Source Inspection for **QPL** items when the contractor is **not** an approved manufacturer listed on the applicable QPL for the specific type number(s) cited in the Individual Solicitation.)

Products furnished under this acquisition shall be products provided pursuant to the Mil Spec identified in the item description on the schedule page and its applicable revisions and slash sheets and listed or approved for listing on the specified Qualified Products List. The contractor shall furnish a certification of traceability initiated by the manufacturer. If products to be delivered were shipped from the manufacturer's plant before the effective date of this requirement for manufacturer initiation of a certificate of traceability, and the manufacturer does not provide a voluntary certificate of traceability conforming to the guidelines set forth below, the certificate may consist of certified true copies of shipping papers tracing the flow of the products to be delivered from the manufacturer to the contractor offering them for Government acceptance. Information required below and not included on the shipping papers will be obtained by the contractor and annotated or appended to the shipping papers presented to the Government. Three copies of the certification shall be furnished by the contractor to the Government Quality Assurance Representative (QAR) with the products offered for acceptance. After the QAR has accepted the products offered, he will indicate his acceptance and approval of the traceability certifications by signing two copies of the certification, also ensuring that the contract number is included on both copies. These two copies shall be mailed by the contractor; one to DSCC-CAA and one to DSCC-VTCC. The third copy shall be retained by the QAR. The certificate shall contain the following information:

1. Name of manufacturer of qualified product.
2. Mil Spec Type Designation.
3. Inspection lot identification code and/or assembly plant code as required by the applicable military specification.
4. Quantity of products in shipment from manufacturer.
5. Name of the initial purchaser or consignee.
6. Name and signature of manufacturer's employee responsible for shipment. (An original signature or certified signature copy of the same is required.)
7. If the products to be provided under this contract have been in the possession of any consignees (other than the contractor) after shipment from the manufacturer but prior to shipment to the Government, additional data must be provided showing:
 - (a) Name of each consignee.
 - (b) Name and signature of the individual for each consignee making shipment of all or any portion of the contract items and date(s) of shipment. (Signature(s) must be as required in 6 above.)
 - (c) Quantity of products in shipment.
8. The dates and names of the testing facility for any applicable reinspections shall be listed.
9. The contractor's certification that the products delivered under this contract were processed solely through the consignee identified in accordance with the above requirements.

NOTE: Products furnished without the documentation required above or submitted without required certifications will not be accepted. Original signatures or certified signature copies of the manufacturer and distributor(s), cited above as consignees, shall constitute certification that products furnished to the government under this contract are those made by and originally shipped from the manufacturer cited above.

b. DOCUMENTATION OF TRACEABILITY FOR MIL-S-19500 SEMICONDUCTOR DEVICES (MAR 87)

(Applicable to contracts with Government Source Inspection for **MIL-S- 1 9500 QPL** items when the contractor is **not** an approved manufacturer listed on the applicable QPL for the specific type number(s) cited in the Individual Solicitation.)

Products furnished under this acquisition shall be products provided pursuant to MIL-S-19500 and its applicable revisions and slash sheets and listed or approved for listing on Qualified Products List 19500. The contractor shall furnish a certification of traceability initiated by the manufacturer. If devices to be delivered were shipped from the manufacturer's plant before the requirement for manufacturer initiation of a certificate of traceability was included in MIL-S19500, and the manufacturer does not provide a voluntary certificate of traceability conforming to the guidelines set forth below, the certificate may consist of certified true copies of shipping papers tracing the flow of the devices to be delivered from the manufacturer to the contractor offering them for Government acceptance. Information required below and not included on the shipping papers will be obtained by the contractor and annotated or appended to the shipping papers presented to the Government. Three copies of the certification shall be furnished by the contractor to the Government Quality Assurance Representative (QAR) with the devices offered for acceptance. After the QAR has accepted the devices, he will indicate his acceptance and approval of the traceability certificate by signing two copies of the certification, also ensuring that the contract number is included on both copies. These two copies shall be mailed by the contractor; one to DSCC-VTCC and one to DSCC-CAA. The third copy shall be retained by the QAR. The certificate shall contain the following information:

1. Name of manufacturer of qualified product.
2. Device type and product assurance level (i.e., JAN, JANTX, JANTXV).

3. Inspection lot identification code and/or assembly plant code as required by the military specification.
4. Quantity of devices in shipment from manufacturer.
5. Name of the initial purchaser or consignee.
6. Name and signature of manufacturer's employee responsible for shipment and date of shipment. (An original or certified signature copy of the same is required.)
7. If the devices to be provided under this contract have been in the possession of any consignees (other than the contractor) after shipment from the manufacturer but prior to shipment to the Government, additional data must be provided showing:
 - (a) Name of each consignee.
 - (b) Name and signature of the individual for each consignee making shipment of all or any portion of the contract items and date(s) of shipment. (Signature(s) must be as required in 6 above.)
 - (c) Quantity of devices in shipment.
8. The dates and names of the testing facility for any applicable reinspections shall be listed.
9. The contractor's certification that the products delivered under this contract were processed solely through the consignees identified in accordance with the above requirements.

NOTE: Products furnished without the documentation required above or submitted without the required certifications will not be accepted. Original signatures or certified signature copies of the manufacturer and distributor(s), cited above as consignees, shall constitute certification that devices furnished to the government under this contract are those made by and originally shipped from the manufacturer cited above.

NOTICE: It is the intent of the government to accept at no additional charge commercial warranties for those supplies which are customarily warranted. Warranties will not be used as evaluation factors.

E26 - COMMERCIAL WARRANTY (DSCC 52.246-9C28) (APR 1994)

The Contractor agrees that the supplies ~~or~~ services furnished under this contract () shall () shall not be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. Attach a copy of the commercial warranty to this offer if applicable.

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.

E28 - DOCUMENTATION OF PART NUMBER CHANGE (DSCC 52.246-9C30) (JUN 1997)

The offeror certifies that the part number (P/N) requested in the Request for Quotation (RFQ) has been changed from CAGE - _____, P/N _____ to P/N _____ and that this is a part number change only.

Reason for change is _____.

The offeror further states that there has been no change to the part's form, fit, function, configuration, application, or physical nature. Any order issued to the offeror for the new, superseding P/N shall be based on the offeror's above certification. In the event of subsequent disapproval of the part or the determination of nonacceptability by the Government after the order has been issued, the contractor hereby agrees that the order may be canceled at no cost to the Government. If the items have been delivered and accepted and subsequently, the part is disapproved or determined nonacceptable by the Government, the contractor hereby agrees that the items may be returned for refund or replacement with an acceptable item at no cost to the Government. If the items have been paid for, the contractor shall refund the full price of the returned items plus applicable shipping charges.

The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements.

E29 - PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING (DSCC 52.246-9C32) (JAN 2001)

Unless authorized by exclusions listed below, all items shall be marked as specified in MIL-STD-130K. The following DSCC supplemental marking requirements shall take precedence in case of conflict with MIL-STD-130K.

DSCC Exclusion:

(a) Unless the design control document specifically cites other marking requirements, the item will be considered too small to mark under the conditions listed below (however, clause E30, DSCC 52.246-9C34 - Marking Requirements, applies):

(1) For FSCs 5905, 5910, 5935, 5961, 5962, and 5999, items smaller than .100 inch in diameter and .250 inch in length or .100 inch square X .250 inch in length, exclusive of wire leads, will not be marked.

(2) Other FSCs managed by DSCC will not be marked if the item is smaller than .250 inch in diameter X .500 inch long or .250 inch square X .500 inch long, exclusive of wire leads.

(3) Restrictions (1) and (2) above will not preclude marking of items of smaller dimensions if it is the manufacturers or vendor's standard practice to do so.

(b) No other physical item marking exclusions are authorized unless specified by MIL-STD-130K.

E30 - MARKING REQUIREMENTS (DSCC 52.246-9C34) (AUG 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

(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).

(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 in the multipack shall be bar coded.

(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 AFJMAN 24-204 (DLAI 4145.3), Preparing Hazardous Material for Military Air Shipments, 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 AFJMAN 24-204 (DLAI 4145.3), ICAO, and IMDG CODE, the provisions in AFJMAN 24-204 (DLAI 4145.3), 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 AFJMAN 24-204 (DLAI 4145.3), 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.

E32 - RECORDS RETENTION REQUIREMENTS (DSCC 52.204-9C01) (JUN 1980)

The Contractor shall retain receiving and inspection report records, consisting of reports reflecting receipt and inspection of supplies, equipment and material for four (4) years from the date of final payment under this contract and shall make them available upon request, to the Comptroller General of the United States, the Contracting Officer, or their authorized representatives.

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 (ES/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.

E34 – QPL CONNECTOR ASSEMBLIES (DSCC 52.209-9C13) (JUN 1999) (S9E ONLY)

This clause applies when a solicitation requires the furnishing of a Qualified Products Lists (QPL) connector assembly and the individual connector shell and the electrical contacts utilized therein are each the subject of a separate Qualified Products List (QPL).

The offeror is NOT restricted to utilizing connector bodies and electrical contacts and/or backshells produced by the same manufacturer in the production of the connector assembly; but may utilize connector bodies from one manufacturer and electrical contacts and/or backshells from a second manufacturer, in the production of a technically acceptable assembly; PROVIDED, the connector shell manufacturer and the electrical contact manufacturer are both currently qualified to their respective Qualified Products Lists (QPL:s). In the event that an offeror elects to utilize connector shells and electrical contacts manufactured by different qualified sources, the offeror agrees to provide;

- (1) Name of shell manufacturer(s):
- (2) Manufacturer(s)' P/N:
- (3) Name of Contact Manufacturer(s):
- (4) Manufacturer(s)' P/N:

(5) To the Contracting Officer, prior to delivery, suitable documentation and/or a certification demonstrating that the connector shells and electrical contacts in question were manufactured by/obtained from a current QPL source.

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.

SECTION F - DELIVERIES OR PERFORMANCE

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.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.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))

F02 - VARIATION IN QUANTITY (FAR 52.211-16) (APR 1984)

F02a - VARIATION IN QUANTITY (DSCC 52.211-9C32)(APR 1984)

(Applicable to FSC 6145 only) (Tailored FAR 52.211-16)

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

This increase or decrease shall apply separately by item to the total number of feet and/or to the total spools to be delivered or shipped to each destination provided that the above stated limitation is not exceeded for either.

Nothing herein shall be construed to vary, alter or modify any specification requirement for the supplies described herein. Accordingly, this provision does not authorize shipment of supplies in other than the specified unit pack or of supplies which do not conform to tolerances and the variation limitation imposed by specification requirements. However, to the extent not inconsistent with specification requirements, the variation, if any, stated above shall also apply separately to the length of each spool.

F03 - FAST PAYMENT PROCEDURE (FAR 52.213-1) (FEB 1998)

NOTE: A signed DD 250 is not required when Fast Pay is used. However, for FMS, if a vendor chooses to invoice with other than DD 250, the following additional items shall be included on shipping documents/packing list/invoice: FMS Case Identifier Number (the case number always consists of the last three positions of the supplementary address; e.g., CFU), Unit Price/Total Price, and Project Code (if applicable). Vendor may still choose to use the DD 250 Form.

F04 - POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (DSCC 52.247-9C04) (JUL 1998)

(a) Contract Administration address and telephone number is indicated in block 7 of DD Form 1155 (Page 1 of each individual order), or furnished by the ACO.

(b) DCMC Administered Orders: The Transportation Officer is located at the address as shown in paragraph (a) above.

(c) DSCC Administered orders:

(1) Defense Supply Center Columbus, ATTN: DSCC-OT, PO Box 3990, Columbus, OH 43216-5000

Telephone (614) 692-2175

Telephone (614) 692-7038 ('S9C' - Construction)

Telephone (614) 692-7039 ('S9E' - Electronics)

(COLLECT CALLS WILL NOT BE ACCEPTED)

(2) Use Attachment No. 1, Request for Shipping Instructions when requesting shipping instructions. The form may be reproduced locally.

(3) Transportation instructions can be requested and furnished by facsimile machine. To use this service, complete DSCC Form 1352, Request for Shipping Instructions and transmit to A/C 614-692-3703/6905. Instructions will be furnished and transmitted back.

F05 - SHIPPING INSTRUCTIONS (DOMESTIC) (DSCC 52.247-9C02) (AUG 2000)

Comply with paperwork requirements of Clause D03, "PACKING LIST/INVOICE/SHIPPING DOCUMENTS" in this Master Solicitation.

MAIL INSTRUCTIONS (NOT applicable to APO/FPO addresses):

Route domestic shipments within mail limitations as follows based on the TP (Transportation Priority) reflected in the "MARK FOR" data with each CLIN. Commercial small parcel carrier (e.g., UPS or Federal Express) is an acceptable mode of shipment to domestic addresses.

(1) Ship all NMCS, 777, and 999, regardless of TP or distance, by COMMERCIAL SMALL PARCEL CARRIER.

(2) Ship TP 1 and 2 (IPD 01-08) by PRIORITY MAIL or most economical comparable mode.

(3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by SURFACE PARCEL POST (Fourth Class) or most economical comparable mode.

(4) The cost of parcel post insurance will NOT be paid by the Government.

FREIGHT INSTRUCTIONS (DOMESTIC)

(1) Ship all NMCS, 777, and 999, regardless of TP or distance COMMERCIAL SMALL PARCEL CARRIER.

(2) For TP 1 and 2 (IPD 01-08) weighing under 250 pounds, use AIR FREIGHT and specify AIR on the invoice. EXCEPTIONS: If destination is within 600 miles of origin, use regular surface transportation.

(3) For all other freight shipments contact the cognizant transportation officer for delivery and carrier routing instructions (see clause F04).

(4) Advance telephonic notice of delivery must be given by the carrier to the Consignee's Transportation officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement. Addresses for direct shipments within CONUS and Canada are shown "in the clear" with each individual CLIN on Schedule Continuation Sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on Schedule Continuation Sheet(s) in each order.

Shipments to Consolidation and Containerization Points (CCPs):

(1) Shipments directed to a CCP shown with each individual CLIN on Schedule Continuation Sheet(s) will be prepared and shipped in accordance with instructions in Clauses "D06."

(2) Contact the Transportation Officer for shipping instructions for the following CCP shipments:

(a) Cargo requiring refrigeration/temperature control.

(b) Classified or sensitive items requiring signature control.

(c) When dimensions of an item or package exceed 456 inches (38 feet) long by 89 inches wide by 88 inches high, or weight exceeds 10,000 pounds. Cargo cannot exceed any one of the dimensions or the weight.

(d) When volume or weight constitutes a full SEAVAN load for each activity (DODAAD) code.

(e) Hazardous Material such as material which is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents.

(f) Type 1 shelf life items,

(g) TP1 and 2 (IPD 01-08) with RDD of 999, 777, or 555.

Shipments to Government Packing Facilities

Packaging requirements and shipping addresses reflected on the Schedule Continuation Sheet are not applicable for those individual CLIN(S) to be forwarded to a Government Packing Facility. Material will be prepared for delivery in accordance with commercial practice (see clause "D06"). At a minimum, each shipping container or unpacked item shall be marked with the National Stock Number (NSN) or CAGE code and part number if NSN is not specified, name of item, unit of issue, quantity, and order number. LOGMARS bar coding is not required. Supplies will be shipped to the location(s) specified in individual orders for packaging and marking and either TRANSSHIPMENT or STORAGE.

NOTE 1: Government Packing Facilities will use foam-in-place packaging for glass windshields and vitreous china.

NOTE 2: The following Government Packing Facilities are currently acceptable for both transshipment and storage except as noted below:

(a) **W25N14**

XU Consolidation and Containerization Point

DDSP New Cumberland Facility

BLDG 2001 CCP Door 135 thru 168

New Cumberland, PA 17070-5001

(b) **W62N2A**

XU Defense Distribution Depot San Joaquin

Consolidation and Containerization Point, Warehouse 30

Tracy, CA 95376-5000

F06 - SHIPPING INSTRUCTIONS (EXPORT) (DSCC 52.247-9C03) (JUN 1999)

Comply with paperwork requirements of Clause D03, "Packing List/Invoice/Shipping Documents" in this Master Solicitation.

MAIL INSTRUCTIONS (APO/FPO Addresses):

Shipments within mail limitations will be routed to the address cited with each CLIN in the following manner, based on the TP (Transportation Priority) reflected in the "MARK FOR" data with each CLIN:

(1) U.S. Mail is the only mode authorized for shipments to APO (Army Post Office) or FPO (Fleet Post Office) addresses.

(2) Commercial small parcel carrier, (e.g., UPS, RPS or Federal Express) and Commercial Motor Carriers are NEVER an acceptable mode to any APO/FPO address. A small parcel carrier may NOT be used for any destination in Alaska, Hawaii or Puerto Rico unless the carrier guarantees delivery to THAT SPECIFIC CONSIGNEE.

(3) Parcel post shipments to an APO/FPO address must be annotated under the return address as follows: "CONTENTS FOR OFFICIAL USE - EXEMPT FROM CUSTOMS REQUIREMENTS."

(4) For TP1, TP2, (IPD 01-08), 999, NMCS, regardless of distance from origin to the APO/FPO address, contact the cognizant transportation office prior to shipment.

(5) For TP3 (IPD 09-15), use SURFACE PARCEL POST (Fourth Class).

(6) Contact the Transportation Officer prior to shipping via parcel post when a single CLIN consists of more than one package, (See Special Clause F04.)

(7) The cost of parcel post insurance will NOT be paid by the Government.

FREIGHT INSTRUCTIONS (To Air or Water Ports):

(1) Contractor must comply with the requirements of FAR 52.247-52, Clearance and Documentation Requirements - Shipments to DoD Air or Water Terminal Transshipment Points (APR 1984), which is included in this Master Solicitation by reference at Clause F01.

(2) Contact the Government Transportation Office at the Contract Administration Office indicated in Block -7 of DD Form 1155 (page 1 of an order) (see Special Clause F04) shipping instructions at least ten days prior to the FIRM date supplies will be available for release to the carrier.

NOTE 1: For shipments weighing less than 10,000 pounds which will NOT be tendered as a carload or truckload, above data must be furnished only five (5) days prior to scheduled shipment date.

NOTE 2: DO NOT SHIP PRIOR TO FURNISHING REQUIRED DATA!

NOTE 3: Invoices must specify clearly when shipment is made by AIR.

ADVANCE NOTICE OF DELIVERY:

Telephone notice of delivery must be given by the carrier to the Consignee Transportation Officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement.

FREIGHT SHIPPING ADDRESSES:

Mail address of the ultimate Consignee and "MARK FOR" information required as part of the address for parcel post or freight shipments, as applicable, are included with the data cited with each individual CLIN. When shipment is over parcel post limitations, the Contractor will comply with the paragraph above and ship in accordance with instructions furnished by the Transportation officer. Addresses of Aerial terminals will be furnished by the Transportation Officer as required. (PARCEL POST SHIPMENTS WILL NOT BE MADE TO WATER OR AIR TERMINALS).

F07 - FMS SHIPPING INSTRUCTIONS (DLAD 52.225-9002) (JUN 1998)

F08 - DELIVERY OF DATA (DSCC 52.209-9C06) (MAR 1972)

CLIN(s) _____

Any data to be furnished under this contract shall be delivered within the number of days specified in DD Form 1423, F.O.B. Destination cited in DD Form 1423 or Section B in accordance with FAR Clause 52.247-34 incorporated by reference in F01, except data to be shipped with the supplies shall be delivered on the same basis as the supplies. Unless data is delivered to the contracting officer or overpacked with the supplies, the contractor must furnish written notice to the contracting officer of the date and nature of the data transmission.

F09 - DELIVERY SCHEDULE-IF FIRST ARTICLE TEST WAIVED (DSCC 52.209-9C01) (SEP 2000)

The “Time of Delivery” stated in this solicitation, includes the number of calendar days for submission and approval of the First Article (see clause I43 or I44). Should the government waive the FAT requirement, the “Time of Delivery” shall be reduced by _____ calendar days.

F10 - LIQUIDATED DAMAGES - CONSTRUCTION and ALTERNATE I (FAR 52.211-12) (SEP 2000)(Base Contracts)

F11a – TIME OF DELIVERY (FIRST ARTICLE) (DSCC 52.211-9C33) (SEP 2000)

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

REQUIRED DELIVERY SCHEDULE (FAT REQUIRED)

Delivery of the FAT CLIN(s) shall be in accordance with the following schedule:

FAT CLIN(S)	NO. OF DAYS AFTER DATE OF AWARD
_____	_____
_____	_____
_____	_____

Delivery of the PRODUCTION QUANTITY shall be in accordance with the following schedule:

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF AWARD*
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		

* This includes the time for submission of the FAT as well as the time required by the government to test/evaluate the FAT CLIN(S). See Clause I43 or I44.

In the event of overlapping orders, the contractor is not required to deliver any more than _____ in any _____ day period.

OFFEROR'S PROPOSED DELIVERY SCHEDULE (FAT REQUIRED)

(If no entry, the government's required delivery schedule shall be used)

Delivery of the FAT CLIN(s) shall be in accordance with the following schedule:

FAT CLIN(S)	NO. OF DAYS AFTER DATE OF AWARD
_____	_____
_____	_____
_____	_____

Delivery of the PRODUCTION QUANTITY shall be in accordance with the following schedule:

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF AWARD*
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		

* This includes the time for submission of the FAT as well as the time required by the government to test/evaluate the FAT CLIN(S). See Clause I43 or I44.

In the event of overlapping orders, the contractor is not required to deliver any more than _____ in any _____ day period.

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

REQUIRED DELIVERY SCHEDULE (FAT WAIVED)

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF AWARD*
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		

In the event of overlapping orders, the contractor is not required to deliver any more than _____ in any _____ day period.

OFFEROR'S PROPOSED DELIVERY SCHEDULE (FAT WAIVED)

(If no entry, government's required delivery schedule shall be used)

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF AWARD*
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		

BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		

In the event of overlapping orders, the contractor is not required to deliver any more than _____ in any _____ day period.

(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 that comply with or better the required schedule, but reserves the right to consider proposals that 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) 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.

(e) 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.

(f) 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.

F11b - TIME OF DELIVERY (COMPATIBILITY TESTING) (DSCC 52.211-9C34) (JUN 1997)

(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.)

F11c – TIME OF DELIVERY (FIRST ARTICLE - INDEFINITE DELIVERY TYPE CONTRACT) (DSCC 52.211-9C39) (SEP 2000)

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

REQUIRED DELIVERY SCHEDULE (FAT REQUIRED)

Delivery of the FAT CLIN(s) and the PRODUCTION QUANTITY shall be in accordance with the following schedule:

FAT CLIN(S)	NO. OF DAYS AFTER DATE OF FIRST DELIVERY ORDER
_____	_____
_____	_____
_____	_____

PRODUCTION QUANTITY - FIRST DELIVERY ORDER ONLY:

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF FIRST DELIVERY ORDER*
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		

* This includes the time for submission of the FAT as well as the time required by the government to test/evaluate the FAT CLIN(S). See Clause I43 or I44.

PRODUCTION QUANTITY - SUBSEQUENT DELIVERY ORDER:

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF FIRST DELIVERY ORDER*
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		

For subsequent orders issued prior to first article approval. The delivery time specified above will be computed from the delivery date specified in the immediately preceding order.

In the event of overlapping orders, the contractor is not required to deliver any more than _____ in any _____ day period.

OFFEROR'S PROPOSED DELIVERY SCHEDULE (FAT REQUIRED)

(If no entry, the government's required delivery schedule shall be used)

Delivery of the FAT CLIN(s) and the PRODUCTION QUANTITY shall be in accordance with the following schedule:

FAT CLIN(S)	NO. OF DAYS AFTER DATE OF FIRST DELIVERY ORDER
_____	_____
_____	_____
_____	_____

PRODUCTION QUANTITY - FIRST DELIVERY ORDER ONLY:

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF FIRST DELIVERY ORDER*
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		

* This includes the time for submission of the FAT as well as the time required by the government to test/evaluate the FAT CLIN(S). See Clause I43 or I44.

PRODUCTION QUANTITY - SUBSEQUENT DELIVERY ORDER:

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF FIRST DELIVERY ORDER*
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		

BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		

For subsequent orders issued prior to first article approval. The delivery time specified above will be computed from the delivery date specified in the immediately preceding order.

In the event of overlapping orders, the contractor is not required to deliver any more than _____ in any _____ day period.

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

REQUIRED DELIVERY SCHEDULE (FAT WAIVED)

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF DELIVERY ORDER
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		

In the event of overlapping orders, the contractor is not required to deliver any more than _____ in any _____ day period.

OFFEROR'S PROPOSED DELIVERY SCHEDULE (FAT WAIVED)

(If no entry, government's required delivery schedule shall be used)

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF DELIVERY ORDER
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		
_____	_____	_____
BALANCE OF _____ AT A RATE OF EVERY _____ DAYS THEREAFTER.		

In the event of overlapping orders, the contractor is not required to deliver any more than _____ in any _____ day period.

(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 that comply with or better the required schedule, but reserves the right to consider proposals that 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) 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.

(e) 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.

(f) 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.

F11d - TIME OF DELIVERY (FIRST ARTICLE - INDEFINITE DELIVERY TYPE CONTRACT) (MULTIPLE NSNs) (DSCC 52.211-9C40) (MAY 2001)

Paragraph (a) and (b) below supplement paragraphs (a) and (b) or Clauses I43 and I44.

NSN: SEE BELOW

(a) If First Article Testing is not waived, delivery time for the initial delivery order will be increased by SEE BELOW.

Delivery time for succeeding orders will be adjusted on a pro-rated base until First Article is approved. After First Article is approved, the delivery schedule will be that specified in Clause F18.

(b) First Article Testing may be waived. In the event of waiver for individual offers, such offers will be evaluated without considering the cost thereof. The delivery schedule will be that specified in Clause F18.

NSN	INCREASED BY
_____	_____
_____	_____
_____	_____

F12a - TIME OF DELIVERY (Overlapping Orders) (IDC) (DSCC 52.211-9C29) (JUL 1995)

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

REQUIRED DELIVERY SCHEDULE

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

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

In the event of overlapping orders, the contractor is not required to deliver any more than _____ in any _____ day period.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

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

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

In the event of overlapping orders, the contractor is not required to deliver any more than _____ in any _____ day period.

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 ___ days after Date of Award		Quantity available per month beginning ___ 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 <u>Direct Shipments</u>		For shipping instructions received via POPS, delivery in days after order transmission for <u>Stock Shipments</u>		In the event of overlapping orders, the contractor is not required to deliver any more than the quantity <u>below in any 30 day period</u>	
	Required	Proposed	Required	Proposed	Required	Proposed
_____	_____	_____	_____	_____	_____	_____

b. Thereafter, the awardee shall have available ___ per month for shipment starting ___ 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 ___ 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.

F12d - TIME OF DELIVERY (DSCC 52.211-9C25) (JUL 1996)

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

REQUIRED DELIVERY SCHEDULE

Delivery shall be within 30 days after date of order transmission for direct ship orders; within 60 days for order going to DSCC stock points.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Delivery shall be within _____ days after date of order transmission for direct ship orders; within _____ for orders going to DSCC stock points.

F13a - F.O.B. POINT

For transportation of supplies or services delivered under a contract resulting from this solicitation, the F.O.B. point shall be as specified below:

DESTINATION: (FAR 52.247-34) (JUN 1988). Bids or offers submitted on a basis other the F.O.B. destination shall be rejected as nonresponsive if this is an IFB.

F13b - F.O.B. POINT

For transportation of supplies or services delivered under a contract resulting from this solicitation, the F.O.B. point shall be as specified below:

ORIGIN (FAR 52.247-29) (NOV 1991). Bids or offers submitted on a basis other the F.O.B. origin shall be rejected as nonresponsive if this is an IFB.

OFFEROR'S SHIPPING POINT. (Offeror Complete) If the offeror fails to specify a shipping point, the shipping point shall be considered to be the same as the point of Government Acceptance shown in Section E.

F13c - F.O.B. POINT

For transportation of supplies or services delivered under a contract resulting from this solicitation, the F.O.B. point shall be as specified below:

DESTINATION AND ORIGIN (FAR 52.247-45) (APR 1984).

OFFEROR'S SHIPPING POINT. (Offeror Complete) If the offeror fails to specify a shipping point, the shipping point shall be considered to be the same as the point of Government Acceptance shown in Section E.

F13d - F.O.B. POINT (MAY 1993)

For transportation of supplies or services delivered under a contract resulting from this solicitation, the F.O.B. point shall be as specified below:

Deliveries destined for DSCC stock sites shall be F.O.B. Destination (FAR 52.247-34) (NOV 1991). Bids or offers submitted on a basis other than F.O.B. destination (for stock shipments) shall be rejected as nonresponsive if this is an IFB.

Deliveries for direct vendor delivery (DVD) to DSCC customers shall be F.O.B. Origin (FAR 52.247-29) (JUN 1988). Fast Payment Procedure (FAR 52.213-1) is authorized for DVD deliveries.

F14 - SHIPPING INSTRUCTIONS (DSCC 52.247-9C12) (JUL 1995)

Shipping instructions shall be provided with individual delivery orders. Destinations include various Department of Defense using activities (DSCC customers) and may include DSCC stock points.

F16 - FOREIGN MILITARY SALES (FMS) FOB DESTINATION SHIPPING INSTRUCTIONS (DSCC 52.247-9C05) (JUN 2001)

For all Foreign Military Sales (FMS) shipments with FOB point at destination items shall be shipped by a carrier that can provide evidence of shipment or proof of delivery in compliance with MAPAD (Military Assistance Program Address Directive) and DOD 4500.9-R, not by parcel post unless registered or shipped by some other traceable means. The contractor shall provide proof of shipment/delivery to the cognizant Transportation Office. The contractor is only responsible for transportation costs to the freight forwarder or Government port (except for Canadian FMS that are shipped direct to Canadian addresses).

NOTE: The following fill-in location area below does not pertain to IDC basics and corporate contracts.

For FMS requirement with FOB point at destination, use:

_____ (City, State, Zip Code) as tentative shipping location so that transportation costs are included in quote.

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
_____	_____	_____
_____	_____	_____
_____	_____	_____

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) (NOV 2000)

(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 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.

F19 - TIME OF DELIVERY (DSCC 52.211-9C14) (MAR 2001)

The following Delivery Schedule applies to this award. See applicable TIME OF DELIVERY clause in Section F of the solicitation or see Amendment Number _____ for additional information.

DELIVERY SCHEDULE

ITEM NO.	QUANTITY	DAYS
_____	_____	_____
_____	_____	_____
_____	_____	_____

Liquidated Damages () is () is not applicable.

NOTE: ACCELERATED DELIVERY IS ACCEPTABLE AND DESIRED AT NO ADDITIONAL COST TO THE GOVERNMENT.

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

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.

$$[\text{Total Offered Price per Line} \times \text{evaluation factory}] \times [\text{Offered Delivery per line} - \text{Government Required Delivery}] + \text{Price Adjustment per line} = \text{Evaluated offer per Line}$$

(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.

$$\text{Unit Price} \times \text{Evaluation Factor (See Clause F20a)} \times \text{Delinquent Quantity} \times \text{Number of Days Delinquent} + \text{Administrative Costs (when applicable)}$$

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)

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

REQUIRED DELIVERY SCHEDULE

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

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

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.

F22a - REQUIRED TIME OF DELIVERY (DSCC 52.211-9C37a) (MAR 2001)

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

REQUIRED DELIVERY SCHEDULE

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

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

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

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

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

(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.

F23 - PERFORMANCE (DSCC 52.211-9C06)(APR 1984) (Services)

- () Services shall be performed as prescribed by _____.
- () All services must be completed on or before _____.
- () Other: _____.

F24 - DELIVERY OF DATA (DSCC 52.211-9C07)(APR 1984) (Services)

CLIN(s) _____

Data shall be delivered within the time periods specified in DD Form 1423, F.O.B. the delivery points specified therein.

F25 - F.O.B. ORIGIN, WITH DIFFERENTIALS (FAR 52.247-33) (JUN 1988)**F26 - TRANSPORTATION TRANSIT PRIVILEGE CREDITS (FAR 52.247-57) (APR 1984)****F27 - GUARANTEED SHIPPING CHARACTERISTICS (FAR 52.247-60) (DEC 1989)****F28 - LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (FAR 52.211-11) (SEP 2000)****F30 - COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (FAR 52.211-10)(APR 1984) AND ALTERNATE I (APR 1984) (Base Contracts)****F31 - TIME EXTENSIONS (FAR 52.211-13)(SEP 2000) (Base Contracts)****F32 - F.O.B. – ORIGIN (FAR 52.247-29) (JUN 1988)****F33 - F.O.B. – DESTINATION (FAR 52.247-34) (NOV 1991)****F35 - VANISHING VENDORS – OBSOLETE COMPONENTS/MATERIAL (DSCC 52.211-9C35) (MAY 2001)**

The contractor shall notify the contracting officer immediately upon finding it cannot obtain specific material or components because those materials or components are obsolete. At that time, the contractor may recommend a solution, and specify the impact such a solution will have on the contract price and delivery. If the contracting officer accepts the recommended solution, a modification shall be executed between the Government and the contractor equitably adjusting the contract price and revising the delivery. Under no circumstances shall the contractor initiate any redesign effort or incur any additional costs without the express written authorization of the contracting officer. In the event the contracting officer does not accept the recommended solution, or authorize a redesign effort by the contractor, the contract or the affected CLIN, as applicable, may be terminated for convenience in accordance with FAR Part 49 procedures, or FAR 52.212-4, Contract Terms and Conditions – Commercial Items, for commercial awards.

SECTION G - CONTRACT ADMINISTRATION

G03 – NOTES TO CONTRACT ADMINISTRATION OFFICE:

a. Delinquency Reports – In accordance with FAR 42.1106(c), the Contract Administration Office may at any time initiate a report to advise the Administrative Contracting Officer and Inventory Control Manager (ICM) of any potential or actual delay in performance.

Address for ICM is as follows:

() DLA, Defense Supply Center Columbus
P.O. Box 16704
ATTN: DSCC- _____
Columbus, OH 43216-5000

b. Guaranteed Maximum Shipping Weights or Dimensions, DLAD 52.247-9000 is not applicable.

c. This award has been made on the basis of Guaranteed Maximum Shipping Weights or Dimensions, DLAD 52.247-9000, as specified. Take action in accordance with DLAM 8105.1, Section 19-100.3, if it becomes evident that the guaranteed shipping characteristics will be exceeded, or if the contractor tenders delivery of less than the minimum size shipments specified, in order that action may be taken to adjust the contract price.

CLIN(s) _____

d. Notice to Transportation Officer of the CAO. The commodity descriptions used in the evaluation of freight costs for this award are:

CLIN(s) _____

e. Economic Price Adjustment (EPA): In accordance with FAR 42.302-(b)(7) total responsibility for effecting Economic Price Adjustments, is delegated to the ACO, conditioned on securing funds from DSCC Contract Administration Office. This responsibility also includes downward adjustments when warranted. DSCC will not review your decisions to adjust prices in accordance with EPA clause.

f. Part IV of the solicitation has been retained in the contract file in accordance with FAR 14.201-1(c) and FAR 15.204-1(b).

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H02 - POST-AWARD CONFERENCE (DSCC 52.242-9C02) (APR 1984) (Services)

At the time of contract award or within 10 calendar days after award the contractor will be required to attend a conference at DSCC. The purpose of the conference is to highlight essential contract requirements and answer any questions the contractor may have prior to commencement of work. The Contracting Officer will arrange with the Contractor as to the time and date and location of conference.

H03 - UTILITIES - WATER AND ELECTRICITY (DSCC 52.236-9C01) (SEP 1980)

(Base Contracts)

Notwithstanding other provisions of this contract relating to the furnishing of utilities, the following applies with respect to water and electricity:

a. Water: Government-owned and operated water System and supplies are adequate for the needs and use of the contractor as well as the Government. Ail reasonable required amounts of water will be made available to the contractor by the Government from such existing water systems outlets and supplies, without cost to the contractor for the water he consumes.

b. Electricity: All electric current which the contractor may reasonably require in performing the contract will be furnished at Government expense on condition that all necessary temporary lines will be furnished, connected, installed and maintained by and at the expense of the contractor and such temporary connections will be subject to the approval of the Chief, Facilities Engineering Division, Directorate of Installation Services, or his authorized representative. Upon completion of the contract, such temporary lines will be disconnected and removed by and at the expense of the contractor.

H04 - INVOICES (DSCC 52.232-9C01) (MAY 1989) (Base Contracts)

a. To secure payment as provided by FAR 52.232-5, Payments Under Fixed-Price Construction Contracts (MAY 1997), and FAR 52.232-27, Prompt Payment for Construction Contracts (MAY 1997), the Contractor must submit invoices (or vouchers) in quadruplicate to the Contracting Officer, which must include the information required by the clauses, the contract number, and description of the work performed.

b. Upon submission of final invoice as required by the above referenced clauses, a release as follows, signed and dated by an authorized representative of the Contractor, must be included on or attached to the invoice.

Release of Claims: Upon payment of this invoice, the Contractor does remise, release and discharge the Government, its officers, agents or employees, of and from all liabilities, obligations, claims and demands whatsoever under or arising from the contract, except as specifically listed and attached to the invoice.

NOTE: Proper invoices will be paid within 30 days of receipt by the Accounting Officer. (14 days for progress payments.)

H05 - INSURANCE (DSCC 52.228-9C02) (SEP 1989) (Base Contracts and Services)

The kinds and minimum amounts of insurance required by FAR 52.228-5 are as follows:

<u>TYPE</u>	<u>MINIMUM AMOUNT</u>
1. General Liability Insurance Bodily Injury	\$500,000 per occurrence
2. Automobile Liability Insurance	\$ 20,000 per occurrence
Property Damage	\$200,000 per person
Bodily Injury	\$500,000 per occurrence

H06 - WAIVER/REDUCTION OF PROVISIONING TECHNICAL DOCUMENTATION AND SUPPLEMENTARY PROVISIONING TECHNICAL DOCUMENTATION REQUIREMENTS (DSCC 52.217-9C02) (APR 1989)

(a) Award for Provisioning Technical Documentation (PTD) Requirements and Supplementary Provisioning Technical Documentation (SPTD) Requirements will be made only to the offeror who receives an award for the applicable end item(s) of equipment.

(b) The Government reserves the right to eliminate or reduce PID/SPTD requirements for line items in the solicitation if such documentation has been previously furnished by the offeror and accepted by the Government and the Contracting Officer determines that such PTD/SPTD or changes thereto are acceptable for the immediate requirement.

(c) In addition to pricing PTD/SPTD requirements, offerors are requested to provide information as to PTD/SPTD previously submitted to the Department of Defense believed to be appropriate, with or without changes, for this solicitation:

STATEMENT OF PRIOR SUBMISSION PRIOR GOVERNMENT ACCEPTANCE OF PROVISIONING TECHNICAL DOCUMENTATION/SUPPLEMENTARY PROVISIONING TECHNICAL DOCUMENTATION

Date Previously Submitted	Contract Number	Contract Item No.
_____	_____	_____
_____	_____	_____
_____	_____	_____

Equipment Nomenclature	Name/Address of Accepting Activity	Provisioning Specification
_____	_____	_____
_____	_____	_____
_____	_____	_____

(d) Changes to previously submitted PTD/SPTD (Type III Provisioning) are those items added, deleted, changed or modified in the end item which must be recorded in the previous provisioning lists to update the list to the configuration of the end item purchases as covered by paragraph 5.4 of Military Standard 1561.

(e) The offeror hereby certifies that previously submitted (PTDISPTD) () does () does not require changes.

(f) If the PTD/SPTD previously furnished requires changes, indicate a list of the changes required with a price for furnishing the changes: (See example, Note I at end of clause.) In addition, by attachment to offer, identify each component being changed and the provisioning line item sequence numbers (PLISNs) of the previously furnished Provisioning Technical Documentation (PTD) affected by the changes.

PTD ELEMENT	NUMBER OF LINE ITEM CHANGES	PRICE FOR TYPE III PROVISIONING PER PTD ELEMENT
_____	_____	_____

_____	_____	_____
_____	_____	_____

TOTAL NUMBER LINE ITEM CHANGES _____

TOTAL PRICE FOR TYPE III PROVISIONING _____

(g) If the Government determines that Type III Provisioning will fulfill its needs, eligible offers will be evaluated as to price based on Type III Provisioning and, if low, award will be made for Type III Provisioning. PTD/SPTD changes shall be furnished by the Contractor within 30 days after award, or when first article testing is required within 30 days after first article approval.

PTD/SPTD is as specified in the DD Form 1423 (Contractor Data Requirements List) and DD Forms 1949-1, Provisioning Technical Documentation Data Selection Sheet and 1949-2, Provisioning Requirements Statement will be required unless award is made specifically for Type III Provisioning.

NOTE 1: For example, if previous submission of PTD was acceptable and several changes are needed to update the various PTD elements for the present equipment configuration, these would be recorded as follows:

PTD ELEMENT

Provisioning parts list

Long lead time item list

Repairable Items List

Screening

Supplementary provisioning technical documentation

PRICE FOR TYPE III PROVISIONING PER PTD NUMER OF LINE ITEM CHANGES	ELEMENT
10	\$ xx.xx
.2	XX.XX
.1	xx.xx

(50 part numbers to be screened)

(13 dwgs, sketches, description, etc.) xx.xx

TOTAL NUMBER LINE ITEM CHANGES 13

TOTAL PRICE FOR TYPE III PROVISIONING \$xx.xx

H07 - SUBSTITUTION OF ITEMS AFTER AWARD (DSCC 52.211-9C22) (APR 1984)

(Base Contracts)

a. When drawings or specifications describe requirements by reference to a specific product or equal, and award is made without the offeror indicating the furnishing of alternate item, the contractor is obligated to furnish the product specified.

b. If the contractor desires to substitute an alternate product after award, complete descriptive data must be furnished for the specified item and the alternate item to establish that the items are functionally, mechanically, electrically, and physically interchangeable and also that the alternate product is of the same

quality and durability as the specified product.

c. The Government reserves the right to reject any alternate product proposed by the contractor. However, if an alternate product is approved, such approval will be subject to an equitable adjustment 1 price pursuant to FAR 52.243-4, Changes (AUG 1987), or FAR 52.243-5, Changes and Changed Conditions (APR 1984).

H09 - ELECTRONIC INVOICING (DSCC 52.232-9C04) (OCT 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 electronic invoicing applications, EDI, transaction sets, and ANSI X12 standards that are currently being used, the offeror should call the EDI Office at DFAS-CO, telephone 614-693-6868. 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 "These are your Web Invoice Test Partners".

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

H10 - GOVERNMENT FURNISHED PROPERTY (DSCC 52.245-9C04) (SEP 1989) (Base Contracts and Services)

The Government will furnish at no cost to the contractor for use in performance of the contract property specified below:

PROPERTY	QUANTITY () ESTIMATED	VALUE () ESTIMATED

The GFP will be delivered to the contractor F.O.B. storage location, DSCC, and the contractor will be responsible for transportation to the work site(s). If the contractor requires materials, in excess of the amounts stated above, such additional materials will be furnished by the Government; however, the contractor must bear the cost thereof. The cost of excess materials will be withheld by the Government from payments due the contractor, unless contractor makes other arrangements with the contracting officer for payment.

The Government materials will be made available by the Facilities Engineering Division, DSCC, as needed by the contractor.

H11a - PROVISIONING (POLICY STATEMENT WITH SOLICITATION) (DLAR 4100.2) (14 DEC 81)

The Government will require provisioning for the end item specified herein in accordance with the requirements of Military Standard 1388-2B DoD Requirements For A Logistics Support Analysis Record, and Military Standard 1561B, Provisioning Procedures, Uniform DoD, 17 Nov 1984. Such provisioning will include the furnishing of Technical documentation necessary to identify and determine the range and

quantity of support items that may be required as spares, repair parts, special tools and test equipment (support items) as set forth in paragraph A below. The Government reserves the right to require (if not specifically required by the Provisioning Requirements Statement): The participation in any provisioning conference deemed necessary, and the furnishing of support items in the range and quantity required for adequate end item (equipment) support.

A. PROVISIONING TECHNICAL DOCUMENTATION. Provisioning Technical Documentation to be delivered to the Government is specified on DD Form 1949-2, Provisioning Requirements specified on DD Form 1949-2, Provisioning Requirements Statement, DD Form 1949-1, Provisioning Technical Documentation Data Selection Sheet and DD Form 1423, Contract Data Requirements List (CDRL). Prices for all provisioning requirements specified on the DD Forms 1949-1, 1949-2 and 1423 should be submitted to the Contracting Officer with the bid and will be included in bid evaluation.

B. SUPPLEMENTARY PROVISIONING TECHNICAL DOCUMENTATION. The Contracting Officer will require certain supplementary documentation for items on the various lists as indicated in Military Standard 1561B, paragraph 5.3.13. The amount and nature of the documentation required to be delivered to and retained by the Government is specified on DD Form 1423, CDRL. Prices for all provisioning requirements specified on DD Form 1423 should be submitted to the Contracting Officer with the bid and will be included in the bid evaluation. Additional documentation such as Federal Item Identification per Military Standard 1561B, paragraph 5.3.14, may be ordered at any time prior to final delivery of end items under the contract.

C. PROVISIONING CONFERENCES. DD Form 1949-2 will advise the contractor of requirements for a Guidance Conference, Provisioning Conference, or other conferences provided for in Military Standard 1561B. Such conferences will be priced as required by paragraph A, based on the duration and place of the Guidance and Provisioning Conferences as specified on DD Form 1949-2. As to Other Conferences specified on DD Form 1949-2, the time and place thereof and any equitable adjustment of the contract price will be subject to negotiation between the parties.

D. SUPPORT ITEMS. As a result of the above actions, the Contracting Officer may from time to time issue Provisioned Item Orders for spares, repair parts, tools and test equipment (support items) determined by the Government to be necessary to support the end item or components being purchased under the contract for an initial period of operation. Such order or orders which will be placed prior to final payment under the contract may provide for deliveries concurrently with or subsequent to delivery of the equipment. If concurrent delivery is required and such delivery necessitates a delay in delivery of the end items or components, an adjustment in the delivery requirements will be considered. Within 60 days after receipt of the Provisioned Item Order, the contractor will submit firm prices for the items ordered. The final prices will be subject to negotiation between the parties. Unless otherwise specified, these prices will include the cost of preparation for delivery (preservation, packaging, packing and container marking) in accordance with Level A packaging of Military Standard 794, Level A packing for overseas destination and Level B packing for CONUS destination. Failure of parties to agree under paragraphs C and D of this clause as to price and/or as to time of performance will be a dispute concerning a question of fact within the meaning of the contract clause entitled "Disputes".

NOTE 1: CONTRACTING OFFICER REPRESENTATIVE (COR): (JUL 1984) DSCC

The Chief, Provisioning Coordination Office (DSCC) or his authorized representative is designated as COR with respect to the Provisioning requirements of this contract and will perform functions as required by DLAR 4100.8, "Surveillance of Contractual Aspects of the Provisioning Cycle in Defense the contract terms or to make any agreement which results in an increase in the contract amount or extend the contract delivery schedule. Further, the COR will perform a maintenance evaluation prior to production at the contractor's

plant as required by DLAR 4100.9, and the contractor will render such assistance as may be required by the COR in performance of this evaluation. Questions concerning provisioning should be addressed to the applicable technician at the office address located in Block #7 on the first page of the solicitation or by telephoning the buyer for referral to the applicable technician.

NOTE 2: PROVISIONING CONFERENCES: (JUL 1984) DSCC

Upon completion of conferences held pursuant to paragraph C, which are separately CLIN'd in the contract, the contractor must submit DD Form 250, Material Inspection and Receiving Report, for the conference to the applicable technician at the address reflected in Block #7 on the first page of the solicitation, for execution to acknowledge performance of the conference.

H11b - PROVISIONING (STATEMENT FURNISHED AFTER AWARD) - (DLAR 4100.2)

(14 DEC 81)

The government hereby reserves the right to require provisioning for the end item specified herein in accordance with the requirements of Military Standard 1552, Provisioning Technical Documentation, Uniform DoD Requirements For, and Military Standard 1561, Provisioning Procedures, Uniform DoD, (17 Nov 1984). Such provisioning may include: Furnishing of technical documentation necessary to identify and determine the range and quantity of support items that may be required as spares, repair parts, special tools, and test equipment (support items); furnishing of supplementary provisioning technical documentation, as required; participation in any provisioning conferences(s) deemed necessary; and the furnishing of support items in the range and quantity required for adequate end item (equipment) support.

A. Provisioning Requirements. If it is determined after contract award that provisioning is required, DD Form 1949-2, Provisioning Requirements Statement, DD Form 1949-1, Provisioning Technical Documentation Data Selection Sheet and DD Form 1423, Contract Data Requirements List, will be DD Form 1423, Contract Data Requirements List, will be furnished the contractor. The contractor will have 30 days after receipt of the proposed modification to return a priced proposal. The final price and delivery applicable to such documentation will be subject to negotiation between the parties. In addition to the priced proposal indicated above, the contractor may also submit with the proposal a statement of Prior Submission, as defined in Military standard 1561, paragraph 5.3.11.1. Statement of Prior Submission information shall be furnished on DLA procurement clause, Waiver/Reduction of Provisioning Technical documentation/Supplementary Provisioning Technical Documentation Requirements.

B. Supplementary Provisioning Technical Documentation. The Contracting Officer may also require certain supplementary documentation for items on the various lists in addition to that required by Military Standard 1561, paragraph 5.3.8. This additional documentation may include Federal Item Identifications and may be ordered at any time prior to final delivery under contract. If such documentation is required, the Contracting Officer will issue a notice of such requirement indicating the amount and nature a notice of such requirement indicating the amount and nature of the documentation required. within 30 days after receipt of such notice, the contractor will submit a priced proposal for providing the indicated documentation. The final price and delivery applicable thereto will be the subject of negotiation between the parties.

C. Provisioning Conferences. The Provisioning Requirements Statement will advise the contractor of the possible need for provisioning conference(s) provided for in Military standard 1561. If a decision is reached that such a conference(s) is required, the Contracting Officer will so advise the contractor. Upon such notification, the contractor will provide competent personnel, adequate facilities, if requested, and all available pertinent technical information. The contractor will promptly advise the Contracting Officer of any contemplated increase in costs because of the conference(s) requirement. The time and place of the conference(s) and any equitable adjustment to the contract price will be subject to negotiation between the

parties.

Within 60 days after receipt of Provisioned Item Order, the contractor will submit firm prices for the items ordered. The final prices will be subject to negotiation between the parties. Unless otherwise specified, these prices will include the cost of preparation for delivery (preservation, packaging, packing and container marking) in accordance with Level A packaging of Military Standard 794, Level A packing for overseas destination and Level B packing for CONUS destination. Failure of the parties to agree under paragraphs A, B, C and D of this clause as to price and/or as to time of performance will be a dispute concerning a question of fact within the meaning of the contract clause entitled "Disputes".`

NOTE 1: CONTRACTING OFFICER REPRESENTATIVE (COR): (JUL 1984) - DSCC

The Chief, Provisioning Coordination Office (DSCC) or his authorized representative is designated as COR with respect to the Provisioning requirements of this contract and will perform functions as required by DLAR 4100.8, "Surveillance of Contractual Aspects of the Provisioning Cycle in Defense Contractual Aspects of the Provisioning Cycle in Defense Supply Centers." COR has no authority to modify or change the contract terms or to make any agreement which results in an increase in the contract amount or extend the contract delivery schedule. Further, the COR will perform a maintenance evaluation prior to production at the contractor's plant as required by DLAR 4100.9, and the contractor will render such assistance as may be required by the COR in performance of this evaluation. Questions concerning provisioning should be addressed to the applicable technician at the office address located in Block #7 on the first page of the solicitation or by telephoning the buyer for referral to the applicable technician.

NOTE 2: PROVISIONING CONFERENCES: (JUL 1984) - DSCC

Upon completion of conferences held pursuant to paragraph C, which are separately CLIN'd in the contract, the contractor must submit DD Form 250, Material Inspection and Receiving Report, for the conference to the applicable technician at the address reflected in Block #7 on the first page of the solicitation, for execution to acknowledge performance of the conference.

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

H13 - ORDER TRANSMISSION (DSCC 52.215-9C20) (FEB 2001)

Supplies procured through the Defense Supply Center Columbus (DSCC) may be ordered via the Paperless Order Placement System (POPS) or the Electronic Procurement Program Interface (EPPI).

Offerors must check one of the following alternatives for paperless order transmission:

() Electronic Data Interchange (EDI) transmissions in accordance with ANSI X12 Standards through a registered Value Added Network (VAN).

() Electronic Mail (email) award notifications containing Web links to electronic copies of the DD Form 1155, Order for Supplies or Services (orders are stored in Portable Document Format (PDF) and accessing them requires a free Adobe Acrobat Reader plug-in).

Offerors choosing email notification for order transmission shall register their email address on the DSCC Internet Bid Board System (DIBBS) at <http://dibbs.dsc.dla.mil> within 7 days after date of award. Successful offerors are responsible for updating DIBBS when there is a change in the email address for receipt of orders. The applicable email address is contained in the DIBBS registration under the section entitled "E-Mail Address for Receipt of DSCC Awards / Information."

Offerors choosing EDI for order transmission will receive transaction sets at time of award. The Contractor shall acknowledge receipt of each order by transmitting a functional acknowledgement or order receipt message within 24 hours, except for weekends and holidays where acknowledgement shall be the next working day. Failure to establish system(s) connectivity for successfully receiving and processing EDI orders within 30 days after date of award may be grounds for termination of the contract by the Government.

Issuance of an EDI transmission or email notification constitutes a binding order. Successful offerors are authorized and expected to commence performance upon receipt. The statement "POPS Auto Award" or "EPPI Auto Award" in block 24 of the DD Form 1155 constitutes the contracting officer's signature.

NOTE: Questions concerning POPS or EPPI should be directed to Paul Bosak at (614) 692-3559.

H15 - SURGE AND SUSTAINMENT (S&S) REQUIREMENTS (DSCC 52.217-9C23) (JUL 2001)

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. The S&S capability refers to an overall capability. 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.

CLIN 6000 identifies the S&S requirements. The requirements should be priced based on delivering the stated quantity within the stated delivery timeframes. The Government may issue an order or series of orders equaling the surge quantities. Orders for the S&S requirements will be placed by issuance of written

or electronic orders. S&S orders will not count towards the contract maximum.

As part of S&S, the contractor is required to conduct a capability assessment which demonstrates the contractor's strategy and plans to meet the S&S requirement.

() See provision L40. The contractor's submission to this provision constitutes the capability assessment.

() At the contracting officer's direction, the contractor will be required to submit the capability assessment after award.

If the contractor identifies that S&S investments are needed in order to provide the S&S requirement, then the contractor must identify the costs in CLIN 6002. The contractor must provide the reasons the investments are needed for these items, a detailed explanation of what will be purchased, 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 is the most cost-effective. See I136 for additional information on allowable surge investment costs.

If the S&S proposal shows S&S investments are needed, (as documented and priced in CLIN 6002), the contractor shall have full capability of providing the S&S requirements identified in Section B of the solicitation, within 90 days after receipt of investment funds/material from the Government.

If the S&S proposal shows no S&S investments are needed, the contractor shall have full capability to provide the S&S requirements identified in Section B of this solicitation upon award.

After award, the contractor may be required to submit a test plan for the S&S requirements. After approval by the Contracting Officer of the S&S test 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, or participation in live exercises (to include the Joint Chiefs of Staff (JCS) and Commander in Chiefs (CINC) exercises), or any other methodology that can validate the S&S capability.

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, or the contractor's supplier base capabilities may change during the contract period. Either of these conditions may necessitate the contractor's reassessment of its supplier base capabilities and development of new/changed S&S strategies.

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 assessment and revised test plan (if applicable) that addresses the changes.

The contracting officer shall evaluate both the revised S&S capability assessment and the revised S&S test plan (if applicable) for acceptability. The government reserves the right to require additional assessments/plans if the initial or any subsequent submissions are not approved.

If S&S investments are needed as a result of changed circumstances, the revised S&S capability assessment must provide the reason(s) investments are needed for these items, a detailed explanation of what will be purchased, 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.

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 B, 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).

H17 - SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (DFARS 252.211-7005) (AUG 2000) (APPLICABLE OVER \$2500)

PART II – CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

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.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.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)(MAY 2001), Alternate I (MAY 2001) (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) (MAY 2001)

(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))

52.216-6 - Price Redetermination-Retroactive (Base Contracts and Services) (OCT 1997) (FAR 16.206-4)

52.219-8 - Utilization of Small Business Concerns (> \$100,000) (OCT 2000) (FAR 19.708(a))

52.219-9 - Small Business Subcontracting Plan (> \$500,000) (\$1,000,000 for Construction) (FAR 19.708(b)) (OCT 2000), 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) (SEP 2000) (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))

52.222-19 - Child Labor - Cooperation with Authorities and Remedies (FEB 2001)(FAR 22.1505(b)) (>\$2,500)

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))

52.222-48 - 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)

52.223-6 – Drug Free Workplace (MAY 2001) (>\$100,000)(Base Contracts and Services) (FAR 23.505)

52.223-14 - Toxic Chemical Release Reporting (Competitive over \$100,000) (OCT 2000) (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 it's 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)(JUL 2000) (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 (MAY 2001) (FAR 32.908(c))
- 52.232-27 - Prompt Payment for Construction Contracts (MAY 2001) (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)
- 52.237-3 - 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))
- 52.245-2 – Government Property (Fixed Price Contracts) (DEC 1989) (Base Contracts) (FAR 45.106(b))
- 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) (MAY 2001), Alternate IV (APR 1984) (46.710(b)(1))
- 52.246-19 - Warranty of Systems and Equipment under Performance Specifications or Design Criteria (> \$100,000) (MAY 2001), 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 (> \$25,000) (FEB 2000) (FAR 48.201 and DLAD 48.101)
- 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) (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 (MAR 2000) (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 225.109(d))

252.225-7002 - Qualifying Country Sources as Subcontractors (DEC 1991) (DFARS 225.109-70(a))

252.225-7005 - Identification of Expenditures in the United States (> \$25,000) (DEC 1991) (DFARS 225.305-70)

252.225-7007 - Trade Agreements (> \$186,000) (APR 2000) (DFARS 225.408(a)(ii))

252.225-7009 - Duty-Free Entry – Qualifying Country Supplies (End Products and Components)(AUG 2000) (DFARS 225.1101(8))

252.225-7010 - Duty-Free Entry – Additional Provisions (AUG 2000) (DFARS 225.1101(9))

252.225-7012 - Preference for Certain Domestic Commodities (> \$100,000) (AUG 2000) (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)

252.225-7021 - Trade Agreements (>\$177,000) (APR 2000) (DFARS 225.1101(11))

252.225-7025 - Restriction on Acquisition of Forgings (> \$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 – Eligible End Products (When 52.225-10 is not used and 225.403-70 applies) (AUG 2000) (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) (DEC 2000) (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)

**I02 - PRICE ADJUSTMENT ON FEDERAL PRISON INDUSTRIES, INC. (FPI)
CONTRACTS/ORDERS (DLAD 52.208-9000) (DEC 1991)**

**I03 - INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT- FURNISHED
MATERIAL (DFARS 252.208-7000) (DEC 1991)**

**I05a - COMPATIBILITY TESTING APPROVAL - GOVERNMENT TESTING
(DSCC 52.209-9C17)(JUN 1994)**

1. The contractor shall deliver _____ units of Lot/Item _____ within _____ calendar days from the date of this contract to the Government at _____ (insert name and address of the testing facility doing the compatibility testing). The shipping documentation shall contain the contract number and the Lot/Item identification.

2. The contractor shall delivery _____ units of Lot/Item _____ within _____ calendar days from the date of this contract to the Government at _____ (insert name and address of the testing facility doing the compatibility testing). The shipping documentation shall contain the contract number and the Lot/Item identification.

a. The number of units required for compatibility testing are in addition to the number of first article units cited elsewhere in this contract.

b. The number of units required for compatibility testing will be selected from the units submitted, tested and approved for first article testing.

3. Within _____ calendar days after the Government receives the units, the Contracting Officer shall notify the contractor, in writing, of the results of compatibility testing, e.g., approval, conditional approval or disapproval. The notice of approval or conditional approval shall not relieve the contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite reasons for the disapproval.

4. If the units fail compatibility testing, the contractor, upon Government request, shall submit additional units for testing. After each request, the contractor shall make any necessary changes, modifications, or repairs to the units or provide necessary changes, modifications, or repairs to the units or provide other units for testing. All costs related to these tests are to be borne by the contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional units to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on units within the time limit specified in paragraph 3 above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

5. If the contractor fails to deliver any units on time, or the Contracting Officer disapproves any units, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default Clause of this contract and the contract may be terminated for default. If units fail compatibility testing and this requirement was the sole item on the contract, the contractor shall be deemed to have failed to perform and the contract may be terminated for default with no liability on the Government's part.

6. When both first article testing and compatibility testing are required and only the first article units and test report are approved and the units fail compatibility testing, the Government has the right to terminate the contract for default. The contractor shall be liable for all costs associated with the compatibility testing requirement.

7. If the Government does not act within the time specified in paragraph 3 above, the Contracting Officer

shall, upon timely written request from the Contractor, equitably adjust under the Changes Clause of this contract, the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

8. Upon request by the offeror, the Government may waive with coordination of the Engineering Support Activity (ESA), the requirement for compatibility testing where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror or contractor, and have been accepted by the Government under conditions specified in clause I05b.

9. The contractor shall produce the first article units and/or the compatibility test units and the production quantity at the same facility and shall submit to the appropriate quality assurance specialist, a statement to this effect with each unit.

I05b - SPECIAL PROVISIONS FOR COMPATIBILITY TESTING REQUIREMENTS (DSCC 52.209-9C16) (MAY 1997)

1. Compatibility Units:

a. Compatibility units shall be forwarded to: _____

b. Any packages containing compatibility units shall be marked in bold letters, below and to the left of the address: Compatibility Units: Contract No: _____
Lot/Item No: _____

c. Compatibility units submitted for Government testing will, upon completion of the testing, be disposed of as follows:

Be retained by the Government. At least one approved test unit shall be returned to the contractor and held at the production facility until all production quantities have been produced and accepted. This compatibility unit can be referred to as a production or manufacturing standard and baseline for examination when defects are reported on delivered material or problems are uncovered during production.

Be returned to the contractor as production standards and baseline for examination when defects are reported on delivered material or problems are uncovered during production, but shall not be submitted for acceptance as part of the order quantity.

Other: _____.

d. All units shall be sent by traceable means. If the material is going through the U. S. Postal Service, it shall be mailed as Certified or Registered mail with a notification of receipt registered.

e. All transportation charges incurred in shipping compatibility units to and from Government facilities shall be paid by the contractor.

f. Any irregularity or discrepancy in specifications, drawings or test requirements shall be immediately brought to the attention of the Contracting Officer. The specific problem must be identified in writing even though the initial communication, in the event of urgency, is verbal. Any failure of the contractor to act promptly in identifying contract specification problems, to request waivers or deviations, or to set forth the reasons for requesting action by the Government, which causes delays or prevents evaluation by the Government in a timely manner, shall be considered a delay attributable to the contractor.

g. The Government activity responsible for testing of units shall forward the test results, in writing, to the Contracting Officer (CO) who, in turn, shall notify the contractor and all other appropriate personnel.

h. After both first article testing and approval, the Government shall evaluate and test the preproduction units for compliance to the contract requirements, including form, fit and function compatibility testing in the end item equipment. Units shall comply with any stated contract requirements and/or test

parameters, if any, in addition to passing and/or complying with the form, fit and function compatibility testing.

2. Conditions for Waiver of Compatibility Testing

a. The Government reserves the right to waive the requirements for compatibility testing for those offerors of a product which:

(1) Has been previously accepted by the Government, and has not been found to be unsatisfactory.

(2) Has previously met the compatibility testing requirements, been accepted by the Government and has not been found to be unsatisfactory.

(3) Has previously been approved by the original equipment manufacturer(OEM), providing the offeror can demonstrate approval and will certify he has no evidence of subsequent difficulty or disapproval by the OEM or any Government agency.

NOTE: Evidence of a prior purchase of test quantities by the OEM will not be considered acceptable evidence of approval.

b. Offerors who desire to be considered for waiver including those previously approved are to furnish the following information:

- (1) Applicable contract No(s):
- (2) Previous purchaser (Government Agency):
- (3) Identity of item of production furnished (part number, type and model number, etc.):
- (4) Federal Stock Class of item furnished:
- (5) Engineering control document and change number of item furnished:
- (6) Quantity and unit price of item furnished:
- (7) Evidence of prior qualification approval:
- (8) Has there been any evidence of subsequent difficulty or disapproval by the OEM or any Government agency? YES NO

(9) Statement that the item offered will be of the same design and manufactured by the same methods and at the same facilities as the item previously approved: YES NO

c. Material which is manufactured for stock by a manufacturer otherwise eligible for waiver of compatibility test requirements and manufactured subsequent to the time supplier achieved eligibility for said waiver need not be subjected to preproduction tests, provided the offeror as a part of his offer (prior to opening time in the event of an advertised procurement) submits evidence establishing:

(1) The material was manufactured after the date the manufacturer received waiver of preproduction tests or was otherwise accepted by the Government as a qualified supplier without preproduction testing; and

(2) The material was manufactured in accordance with the procurement data cited in the solicitation.

I06 - DELEGATION OF AUTHORITY FOR FIRST ARTICLE APPROVAL (DSCC 52.209-9C12)(APR 2001)

NOTICE TO CONTRACTOR: The DCMA 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 DCMA 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 DSCC 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)

I08 - REQUIREMENTS (FAR 52.216-21) (OCT 1995)

I09 - INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

I10 - PHYSICAL DATA (FAR 52.236-4) (APR 1984)(Base Contracts)

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

I13 - CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY (FAR 52.208-9) (MAR 1996)

I15a - METHODS OF PRICING ORDERS (DSCC 52.216-9C48) (APR 1992)

For awards made on an all-or-none basis, aggregate pricing will apply and the prices used on any delivery order will be determined by: (1) the year that the order is issued, and (2) the total quantity of all items being ordered. Example: For one delivery order _____ each of Item _____, _____ each of Item _____, and _____ each of item _____ are being ordered. The price used for each item would be the price offered for that item for increment “_____” (_____ each) for the year in which the order is issued.

I15b - METHODS OF PRICING ORDERS (DSCC 52.216-9C49) (APR 1992)

For awards made on a stand alone basis, the prices used on any delivery order will be determined by: (1) the year that the order is issued, and (2) the quantity ordered for each individual item. The unit price applicable to the quantity ordered shall be the unit price for the specific item ordered for the incremental quantity range in which the quantity ordered falls. Example: For one delivery order, _____ each of Item _____, _____ each of Item _____, and _____ each of Item _____ are being ordered. The price used for Item _____ would be the price offered for that item for increment “_____” (_____ each) for the year in which the order issued. The price used for Item _____ would be the price offered for that item for increment “_____” (_____ each) for the same year. The price used for Item _____ would be the price offered for that item for increment “_____” for the same year.

I15c - METHODS OF PRICING ORDERS (DSCC 52.216-9C53) (FEB 1992)

a. For awards made on an all-or-none basis, aggregate pricing will apply. The prices used on any delivery order will be determined by: (1) the year that the order is issued, and (2) the total quantity of all items being ordered. Example: For one delivery order, _____ each of Item _____, _____ each of Item _____, and _____ each of Item _____ are being ordered. The total quantity of all items being ordered is _____ each. The price used for each item would be the price offered for that item for increment “_____” (_____ each)

for the year in which the order is issued.

b. For awards made on a stand alone basis, the prices used on any delivery order will be determined by: (1) the year that the order is issued, and (2) the quantity ordered for each individual item. The unit price applicable to the quantity ordered shall be the unit price for the specific item ordered for the incremental quantity range in which the quantity ordered falls. Example: For one delivery order, _____ each of Item _____, _____ each of Item _____, and _____ each of Item _____ are being ordered. The price used for Item _____ would be the price offered for that item for increment “_____” (_____ each) for the year in which the order is issued. The price used for Item _____ would be the price offered for that item for increment “_____” (_____ each) for the same year. The price used for Item _____ would be the price offered for that item for increment “_____” for the same year.

I15d - METHODS OF PRICING ORDERS (DSCC 52.216-9C51) (DEC 1993)

Unless a different method is specified elsewhere, the price for any order issued hereunder shall be determined as follows:

- a. The year that the order is issued, and
- b. The shipping point for each order. Unit prices quoted for direct ship site or stock site apply to any quantity ordered starting at _____ through the maximum order quantity.

I15e - METHODS OF PRICING ORDERS (DSCC 52.216-9C50) (NOV 1992)

The prices used for any delivery order will be determined as follows:

For awards made on a stand alone or all-or-none basis, the prices used on any delivery order will be determined by: (1) the year that the order is issued, and (2) the quantity ordered for each individual item. The unit price applicable to the quantity ordered shall be the unit price for the specific item ordered for the incremental quantity range in which the quantity ordered falls. Example: For one delivery order, _____ each of Item 0001, and _____ each of Item 0002 are being ordered. The price used for Item 0001 would be the price offered for that item for increment “_____” (_____ each) for the year in which the order is issued. The price used for Item 0002 would be the price offered for that item for increment “_____” (_____ each) for the same year.

I15f - METHODS OF PRICING ORDERS (DSCC 52.216-9C52) (NOV 1992)

Unless a different method is specified elsewhere, the price for any order issued hereunder shall be determined as follows:

- a. The year that the order is issued, and
- b. The unit price applicable to the quantity ordered shall be the unit price for the incremental quantity range in which the quantity ordered falls.

I16 - ECONOMIC PRICE ADJUSTMENT -- LABOR AND MATERIAL (FAR 52.216-4) (JAN 1997)

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

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

I19 - REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS (FAR 52.215-21) (OCT 1997),

**ALTERNATE I (OCT 1997), ALTERNATE II (OCT 1997), ALTERNATE III (OCT 1997),
ALTERNATE IV (OCT 1997)**

I20 - PRODUCTION FACILITY CHANGES (DSCC 52.215-9C04) (APR 1985)

The performance of any of the work contracted for in any place other than that named in the contract is prohibited unless specifically approved by the DSCC Contracting Officer. Written requests for a change in production facilities must be submitted to the DSCC Contracting Officer, changes in production facilities may be approved, provided (1) performance by small business or in labor surplus areas as required by the contract will not be changes; (2) the change will not cause a delay in delivery or necessitate a change in the purchase description; (3) the F.O.B. point is not changed; and (4) each request is supported by a price reduction of \$250.00 to cover the government's administrative costs to process the change.

**I21 - ECONOMIC PRICE ADJUSTMENT - DEPARTMENT OF LABOR PRICE INDEX
(DSCC 52.216-9C01) (MAY 2001)**

(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 contracting officer determines that the index consistently and substantially fails to reflect market conditions, the contracting officer may amend the contract to specify use of an appropriate substitute index, effective on the date the index specified in the contract begins to consistently and substantially fail to reflect market conditions.

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.

I25 - RESERVED

I26 - CONTRACT LIMITATIONS (MULTIPLE NSNs) (DSCC 52.216-9C14) (APR 2001)

(i) There may be more than one award under this solicitation, but the same National Stock Number (NSN) will not be awarded to more than one offeror. If more than one award is made in this manner, this process is referred to as a "SPLIT AWARD."

(ii) The "CONTRACT MAXIMUM" for the entire solicitation quantity will be _____ for the base contract period and each individual option period, which is the total of the individual maximum quantities or dollar estimates for all NSNs.

(iii) The "CONTRACT MINIMUM" for the entire solicitation quantity will be _____ for the base contract period and each individual option period, which is the total of the individual minimum quantities or dollar estimates for all NSNs. The contract minimum applies to the entire range of items solicited and does not guarantee that the Government will purchase any particular quantity or dollar amount of any NSN.

(iv) In the event of a SPLIT AWARD, the minimums for the individual NSNs actually awarded to each offeror will be totaled to determine the minimum quantity or dollar value of that offeror's award.

I27 - ECONOMIC PRICE ADJUSTMENT - OPTION PERIOD PRICING FOR INDEFINITE DELIVERY TYPE CONTRACT(S) (DSCC 52.216-9C41) (MAY 2001)

(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) 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.

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)**

I29 - CONTRACT LIMITATIONS (DSCC 52.216-9C06) (MAR 1998)

[] (a) For the purposes of determining the obligations of the parties hereto with respect to the quantities to be furnished/ordered during the contract period, the following minimum and maximum quantities or dollar figures are established:

- (1) Minimum Quantity or Dollar Figure: \$ _____
- (2) Maximum Quantity or Dollar Figure: \$ _____

The Government is obligated to order only the minimum quantity or dollar figure stated above.

[] (b) PARTIAL SET-ASIDES - If this solicitation provides for a partial Small Business set-aside and the resulting award is made to a contractor receiving the set-aside and non set-aside portion, the quantities specified in paragraph (a) will be doubled.

[] (c) Multiple NSNs - The **CONTRACT MINIMUM** will be _____, which is the total of the individual quantities or dollar estimates for all NSNs listed below. The totals listed below are estimates only and will be used to determine the minimum quantity or dollar value of the contract in the event of split awards. If there are split awards, the contract minimum will become the total of the estimates below for the NSNs awarded. The resulting contract minimum applies to the entire range of items awarded and does not guarantee that the Government will purchase any particular quantity or dollar amount of any NSN awarded. The **CONTRACT MAXIMUM** will be _____.

NSN	MINIMUM QUANTITY OR DOLLAR VALUE
_____	_____
_____	_____

CHECK APPLICABLE BLOCK:

- () Contract period as defined in this clause means the extended contract shall be inclusive of the option period.
- () Contract period as defined in this clause means a separate contract period for the initial basic and each option year.

I30 - OPTIONS FOR INCREASED QUANTITY (DSCC 52.217-9C03) (FEB 1995)

(a) The Government may require delivery of the CLIN(S) identified as Option CLIN(S) in Section B, in the quantity and at the price stated in the schedule.

(b) The option may be exercised in one or more increments at the time of award and after award during the period of the contract delivery schedule minus 14 days. A written notice mailed or otherwise furnished by the DSCC contracting officer to the contractor within the time specified shall constitute an exercise of the option. Delivery schedule is defined as follows:

- (1) The delivery schedule means a period of time from the date of award to the last scheduled delivery date of any CLIN, including CLINs added by modification (other than option exercises) as stated in the modification.
- (2) Modifications extending the delivery schedule shall be interpreted as extending the option

period, unless otherwise stated in the modification.

(3) Modifications accelerating the delivery schedule shall NOT be interpreted as reducing the option period, unless otherwise stated in the modification.

(c) Prior to option exercise, the contractor voluntarily may reduce option price or improve delivery time by written notice to the contracting officer.

(d) Delivery of supplies ordered pursuant to this clause shall be required within the same number of days as the original contract quantity, computed from date of option exercise. However, if First Article Testing is required under the contract and the First Article Test has been waived or passed at time of award of the option, delivery time for option quantities shall be reduced by the amount of time specified for reduction based upon FAT waiver as specified under contract clauses I43a or I44a. If additional time is required for delivery of the option quantity the contractor must submit a written request to the contracting officer within 10 days after receipt of option notice.

(e) If the specifications are changed prior to option exercise or if the option exercise specifies different delivery points or packing requirements other than stated in the contract, the price and delivery time for the option exercise quantity shall be subject to adjustment under the clause entitled "Changes".

(f) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

NOTE: FAILURE TO SUBMIT AN OFFER ON THE OPTION CLIN(S) IN SECTION B MAY RESULT IN REJECTION OF BID/OFFER.

I30a - OPTION TO INCREASE QUANTITIES - SEPARATELY PRICED LINE ITEMS (DSCC 52.217-9C04) (JUN 1989) (Applicable to Multiyear only)

(a) The Government may require delivery of the CLIN(S) identified as option CLIN(S) in Section B, in the quantity and at the price stated in the schedule. This option shall be valid under either a single year or a multiyear award.

(b) The option to increase quantities may be exercised in one or more increments by written notice mailed or otherwise furnished by the procuring contracting officer to the contractor, subject to the following conditions:

(1) The option shall apply to each program year quantity and may be exercised by the Government at any time up to 14 days prior to the last scheduled delivery date of any program year.

(2) Modification extending the delivery schedule shall be interpreted as extending the option period, unless otherwise stated in the modification.

(3) Modifications accelerating the delivery schedule shall not be interpreted as reducing the option period, unless otherwise stated in the modification.

(4) Option quantities will be delivered as set forth in Section F.

(5) If the specifications are changed prior to option exercise or if the option exercise specifies different delivery points or packing requirements than stated in the contract, the price and delivery time for the option exercise quantity shall be subject to adjustment under the clause entitled "Changes."

(6) Prior to option exercise for any program year requirement, the contractor may voluntarily reduce the option price or improve delivery time by written offer to the contracting officer.

(c) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

NOTE: FAILURE TO SUBMIT AN OFFER ON THE OPTION CLIN(S) IN SECTION B MAY

RESULT IN REJECTION OF BID/OFFER

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.

I32 - PRICING OF DELIVERY ORDERS (DSCC 52.216-9C02) (DEC 1979)

(a) In pricing delivery orders requiring delivery of one NSN to multiple destinations, the price for each destination will be based on:

- (1) The quantity range price based on the total quantity of the NSN being procured under each delivery order regardless of destination.
- (2) The quantity being shipped to each destination.

(b) If this solicitation provides for partial set-aside and the set-aside portion is awarded to the same contractor receiving the award on the non-set-aside portion, the pricing of delivery orders will be accordance with paragraph (a) above.

(c) The minimum quantity to be ordered, per destination, will be the minimum ordering range quantity if specified in section B hereof, for each item.

I33a - ORDERING (FAR 52.216-18) (OCT 1995)

I34 - ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

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:

<u>CLIN(s)</u>	<u>QUANTITY</u>	<u>CLIN(s)</u>	<u>QUANTITY</u>
_____	_____	_____	_____
_____	_____	_____	_____

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)

I37 - OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999) (Services)

I38 - EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (DFARS 252.217-7000) (DEC 1991)

I39 - OPTION TO EXTEND THE TERM OF THE CONTRACT-PRICE REDETERMINATION (DSCC 52.217-9C11) (JUL 1994)

(a) The Government may extend the term of this contract by written notice to the contractor no later than 14 days prior to the expiration of the contract; provided, that the Government shall give the contractor preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision. Each exercise of this option, if any, will extend the term of this contract by 12 months. The total duration of this contract, including the exercise of all options under this clause, shall not exceed 60 months.

(c) The prices under each option extension shall be the redetermined prices established in accordance with DSCC 52.216-9C43, Customer Value Contracting (CVC) Price Redetermination - Prospective.

I40 - EXTENSION OF CONTRACT PERIOD (DSCC 52.217-9C13) (JAN 2001)

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.

A ____ year contract (base year plus option year(s)) is desired.

OFFEROR MUST CHECK THE FOLLOWING BLOCKS FOR OPTION YEARS:

- () The Government's desired option is acceptable.
 () 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.

I42 - DEFINITE QUANTITY (FAR 52.216-20) (OCT 1995)

I43 - FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (FAR 52.209-3) (SEP 1989) with ALTERNATE I (JAN 1997)

(a) The contractor shall test ____ unit(s) of Lot/Item _____, NSN _____ as specified in this contract. At least **10** calendar days before the beginning of first article tests, the contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The contractor shall submit the first article test report within _____ calendar days from the date of: () this contract, /or () first delivery order under this contract, to:

(2 Copies) Defense Supply Center Columbus
P.O. Box 16704

ATTN: Contracting Officer - ____ (see “Issued By” block on page 1 of award document)
Columbus, OH 43216-5010

(1 Copy) DCMA – Administrative Contracting Officer of the Inspection Activity cited in the “Administered By” block on page 1 of the award document, marked, “FIRST ARTICLE TEST REPORT: Contract Number _____, Lot/Item No. _____. Within _____ calendar days after the Government receives the test report, the Contracting Officer shall notify the contractor, in writing, of the conditional approval, approval, or disapproval of the first article. (The approval time specified in this paragraph shall begin on the date the Contracting Officer receives the test report.)

I43a – ADDITIONAL REQUIREMENTS/NOTES – CONTRACTOR FIRST ARTICLE TESTING (DSCC 52.209-9C07) (APR 2001)

1. First Article Testing is required and shall be performed in accordance with:

(X) The specifications as found in Section B of the solicitation/award.

() The following:

and DD Form 1423, Contractor Data Requirements List, as applicable.

2. The cost entered in CLIN 9907 shall include all costs associated with the testing (including cost to produce the samples, if appropriate), and the cost of the First Article test report, if any. Offers that do not cite a price for the First Article testing and the test report, or do not specify that there is no separate charge for the testing and test report, shall be evaluated under the assumption that there is no charge for the testing and test report.

3. First Article Testing and approval shall be required unless the offeror submits, with this offer, evidence of prior qualification sufficient for the Government to approve a waiver of the First Article test requirement for this acquisition. Such evidence may include the submission of contract numbers, if any, to document the offeror’s eligibility for waiver.

4. The contractor shall prepare the First Article test report in accordance with the latest issue of Data Item

Description DI-NDTI-80809B, entitled, "Test/Inspection Report". 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 DSCC Contracting Officer at the address identified in clause I43. (If Clause I06 is in this award, submit copies to the DCMA ACO instead of the DSCC Contracting Officer.)

5. Disposition of the First Article by the Contractor (applicable if marked):

() The First Article will be retained by the contractor and may be reconditioned for acceptance as part of the order quantity; however, at least one approved First Article unit shall be held by the contractor at the production facility until all production quantities have been produced and accepted. This First Article unit shall be referred to as a production or manufacturing standard and baseline for examination if defects are reported on delivered material, or problems are encountered during production.

() All units of the First Article shall be retained by the Contractor as production standards, and shall not be submitted for acceptance as part of the order quantity.

() Other: _____

() 6. Additional Notes:

I43A - CONTRACTOR FIRST ARTICLE TESTING WAIVED

I44 - FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (FAR 52.209-4) (SEP 1989) with ALTERNATE I (JAN 1997)

(a) The contractor shall deliver _____ unit(s) of Lot/Item _____, NSN _____ within _____ calendar days from the date of: () this contract ,/or () first delivery order under this contract, to the Government at:

for First Article tests. The shipping documentation shall contain the contract number and the Lot/Item identification. The characteristics that the First Article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within _____ calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, the approval or the disapproval of the first article.

I44a – ADDITIONAL REQUIREMENTS – FIRST ARTICLE APPROVAL – GOVERNMENT TESTING (DSCC 52.209-9C11) (JAN 2001)

1. First Article Testing by the Government is required and shall be performed in accordance with:

(X) The specifications as found in Section B of the solicitation/award.

() The following:

_____ and DD Form 1423, Contract Data Requirements List, as applicable.

2. The cost entered in CLIN 9906 shall cover the cost to produce the First Article units and will be evaluated in part based on the disposition of the First Article units as indicated in paragraph 5 of this clause. Offers that do not cite a price in CLIN 9906 shall be evaluated under the assumption that there is no separate charge for the units submitted for FAT.

3. First Article Testing and approval shall be required unless the offeror submits, with this offer, evidence of prior qualification sufficient for the Government to approve a waiver of the First Article test requirement for this acquisition. Such evidence may include the submission of contract numbers, if any, to document the offeror's eligibility for waiver.

4. Prior to the shipment of the first article to the Government testing facility (or resubmission of the first article after any disapprovals by the Government testing facility) specified in paragraph (a) of clause I44, the contractor must present the first article to the DCMA QAR for inspection for compliance with specification requirements. The QAR shall inspect the first article, and furnish a statement that the first article has been inspected and determined to comply with the specification requirements. The contractor must forward a copy of the QAR's statement of inspection with the first article to the Government test facility. Also, the contractor must forward a copy of the QAR statement of inspection along with a notice of shipment of the first article to the Government test facility to:

Defense Supply Center Columbus

P.O. Box 16704

ATTN: DSCC- _____(see "Issued By" block on page 1 of the award document)

Columbus, OH 43216-5010

Marked: F/A – Contract Number _____

(b) Upon completion of the first article testing, the Government test facility must submit its report of testing (in duplicate) to:

Defense Supply Center Columbus

P.O. Box 16704

ATTN: DSCC- _____(see "Issued By" block on page 1 of the award document)

Columbus, OH 43216-5010

Marked: Test Report Contract Number _____

5. Disposition of the First Article (applicable as marked). First Articles submitted for Government evaluation will, upon completion of evaluation:

() Be returned to the contractor and may be reconditioned for acceptance as part of the order quantity. At least one approved first article unit shall be held by the contractor at the production facility until all production quantities have been produced and accepted. The first article unit can be referred to as a production or manufacturing standard and baseline for examination when defects are reported on delivered material or problems are encountered during production.

() Be retained by the government. At least one approved first article unit shall be returned by the government and retained by the contractor at the production facility until all production quantities have been produced and accepted. This first article unit can be referred to as a production or manufacturing standard and baseline for examination when defects are reported on delivered material or problems are encountered during production.

() Be returned to the contractor as production standards, but shall not be submitted for acceptance as part of the order quantity.

() Will not be returned to the contractor because the items shall be subjected to destructive testing.

() Other: _____

6. Additional Notes:

I44A - GOVERNMENT FIRST ARTICLE TESTING WAIVED (SEP 2000)

I45 - CONTRACT QUANTITY LIMITATIONS (MULTIPLE AWARDS)
(DSCC 52.216-9C38) (JUL 1997)

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 delivery, up to the maximum cited below.

1. The Government is obligated to order a minimum of _____ during the base contract period and each subsequent option year, if applicable.

2. The Contractor(s) agree(s) to deliver additional supplies up to a maximum of _____ during the base contract period and each subsequent option year, if applicable.

b. It is agreed and understood that the Government is under no obligation to order any supplies in excess of the minimum 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.

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.

I46A - SPECIAL 8(a) CONTRACT CONDITIONS (FAR 52.219-11) (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegate to the Defense Supply Center Columbus the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Defense Supply Center Columbus shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made

directly to the subcontractor by the Defense Supply Center Columbus.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the Defense Supply Center Columbus Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

I46B - SECTION 8(a) DIRECT AWARD (DFARS 252.219-7009) (JUN 1998)

I47 - SPECIAL 8(a) SUBCONTRACT CONDITIONS (FAR 52.219-12) (FEB 1990)

I48 - SECTION 8(a) AWARD (FAR 52.219-17) (DEC 1996)

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)

I51 - SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (DFARS 252.219-7004) (JUN 1997)

NOTE: Use instead of DFARS 252.219-7003 and FAR 52.219-9 when contractors have comprehensive subcontracting plan approved under test programs.

I53 - NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (FAR 52.219-7) (JUL 1996), ALTERNATE I (OCT 1995)

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.

I55 - DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE (DLAD 52.219-9003) (DEC 1997)

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_plan_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) (OCT 2000)

I58 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FAR 52.223-3) (JAN 1997)

I60 - NOTICE OF RADIOACTIVE MATERIALS (FAR 52.223-7) (JAN 1997)

NOTE: The Contractor shall notify the Contracting Officer or designee, in writing, 30 days prior to the delivery of, or prior to completion of any servicing required by this contract to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

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.

I62 - OZONE-DEPLETING SUBSTANCES (FAR 52.223-11) (MAY 2001)

I63 - HAZARD WARNING LABELS (DFARS 252.223-7001) (DEC 1991)

I64 - MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (DLAD 52.223-9000) (MAR 1992)

NOTE: Use with FAR 52.223-3 (Clause I58)

I65 – WAIVER – FIRST ARTICLE TEST (DSCC 52.209-9C03) (SEP 2000)

NSN: _____

The specification for this item requires First Article Testing (FAT). However, in view of the small dollars involved and the increase in delivery time and considerable cost to the Government in performance and/or processing of FAT, this procurement shall be limited to the products of the following firms for which FAT has already been approved for waiver. Therefore, FAT is waived for this procurement.

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".

I67 - SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (DFARS 252.225-7008)
(MAR 1998)

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".

**I69 - DECLARATION OF TECHNICAL DATA CONFORMITY (DFARS 252.227-7036)
(JAN 1997)**

**I70 - RESTRICTIONS ON USE OF RIGHTS GUARD TECHNICAL DATA
(DSCC 52.227-9C01) (OCT 1997)**

This is a Rights Guard procurement and the following restrictions apply:

RESTRICTIONS ON USE OF TECHNICAL DATA

1. Technical data furnished herewith (hereinafter "Rights Guard technical data") is proprietary to The Boeing Company which has licensed the Government to use same for the procurement of replenishment spare parts for U.S. Government owned aircraft and for no other purpose. Rights Guard technical data shall not be disclosed in whole or in part, to any other person or entity other than to supplier's/bidder's offeror's employees, having a need to know and who are under an obligation to preserve and protect such data under terms and conditions no less restrictive than those imposed herein, and then only for the purposes if responding to this solicitation or performing any resulting contract.
2. The suppliers/bidders/offerors/contractors hereunder are prohibited from (a) reproducing, in whole or in part, Rights Guard technical data; (b) incorporating any information contained in such Rights Guard technical data into other documentation; or (c) otherwise utilizing such Rights Guard technical data except for responding to this solicitation or performing any resulting contract. Each supplier/ bidder/offeror shall include the FAR-authorized proposal legend, identifying The Boeing Company as the owner, on all Rights Guard technical data that is incorporated, in whole or in part, into any technical data delivered by such supplier/bidder/offeror/contractor to the Government in response to this solicitation or as part of the performance of any resulting contract. In the case of the limited rights legend, the Contractor shall indicate such Rights Guard technical data as not being subject to an expiration date, if such data is required by the limited rights legend authorized under its contract.
3. Upon award of a contract, each unsuccessful supplier/bidder/offeror shall return to the Government or destroy all Rights Guard technical data relating to this solicitation and shall provide to the Government a written notification to that effect. Upon completion of contract performance, the successful supplier/bidder/offeror shall return to the Government or destroy all Rights Guard technical data relating to such contract and shall provide to the Government a written notification to that effect. Mylars are not to be returned, but written notification that they have been destroyed will be furnished at completion of this contract.
4. The Government shall have the right to audit supplier's/bidder's/offeror's records to ensure the destruction or return of Boeing proprietary data.

In accordance with current procedures concerning project "BOEING RIGHTS GUARD" data, contractors are requested to complete and sign this certification. This certification must be completed and returned to the Defense Supply Center Columbus, ATTN: DSCC-VTRD in order for your company to receive "Boeing Rights Guard" data required in the manufacture of the item herein.

Submit this certificate with your request for "BOEING RIGHTS GUARD" data to:
 DEFENSE SUPPLY CENTER COLUMBUS
 P.O. BOX 3990
 ATTN: DSCC-VTRD
 COLUMBUS, OHIO 43216-5000

I70a - CERTIFICATION FOR THE USE OF RIGHTS GUARD TECHNICAL DATA
(DSCC 52.227-9C01a)(OCT 1997)

(For Replenishment of Spare Parts Only)
 (Supplier/Bidder/Offeror)

This solicitation is a Rights Guard solicitation for the competitive procurement of replenishment spare parts, and requires special certifications to protect technical data of The Boeing company. The U.S. Government Department of Defense, through the Oklahoma City Air Logistics Center (OC-ALC), and Boeing have entered into a Rights Guard contract whereby the Government may from time to time order from Boeing copies of technical data pertaining to military derivatives of certain commercial aircraft. The Rights Guard contract, specifies the rights and obligations of the Government regarding use and disclosure of such technical data.

1. As a supplier/bidder/offeror, you acknowledge that Boeing Rights Guard technical data furnished through this solicitation or during the performance of any resulting contract is proprietary to The Boeing Company.
2. You agree to observe the following data disclosure and use restrictions:
 - a. Boeing Rights Guard technical data shall not be reproduced, in whole or in part, except as required to respond to the solicitation or to perform any resulting contract.
 - b. Boeing Rights Guard technical data shall not be incorporated, in whole or in part, into other documentation, nor shall it be used in any other way, except as required to respond to the Rights Guard solicitation, or to manufacture replenishment spare parts for the Government under any resulting contract. You will mark "Boeing data incorporated" into any documentation to protect Boeing's rights.
 - c. Boeing Rights Guard technical data shall not be disclosed, in whole or in part, to any other person or entity. Within your company, Boeing's Rights Guard technical data will only be disclosed to those employees having a need to know the information for the purpose of responding to the solicitation or performing any resulting contract. Boeing Rights Guard technical data shall only be used for competing for or performing contracts for supplying replenishment spare parts to the U.S. Government.
 - d. The unsuccessful supplier/bidders/offerors shall destroy or return all of the technical data, including any copies thereof, upon the award of a contract to another, and shall provide to the Government a written notification to that effect. Upon the completion of contract performance, the successful supplier/bidder/offeror shall return or destroy all Boeing Rights Guard technical data, including any copies thereof and shall provide to the Government a written notification to that effect. Failure to comply with this obligation shall be grounds for your removal from the list of qualified bidders for any other solicitations involving Boeing technical data.
 - e. The Government retains the right to review supplier/bidder/offeror records to verify return/destruction of Boeing Rights Guard technical data. The report shall be provided to Boeing Defense & Space Group, Spares Support Center (P00005) after receipt by the Government.
3. Boeing is a third party beneficiary under any solicitation or contract involving Boeing Rights Guard

technical data, and can proceed against you under such contract or this certification. The Government is obligated to notify Boeing of any actual or suspected breach you commit of the restrictions of this certification which may come within its knowledge. Any such violation may be grounds for legal proceedings against you by the Government or Boeing, or both.

4. This Rights Guard certification shall be made a part of the Government’s contract file to which the certification pertains. This certification and any related documentation you provide the Government in connection with it will be made available to Boeing upon request.

5. This certification is a requirement of the Government’s contract with Boeing, and it cannot be altered or modified without Boeing’s permission. You will not receive Boeing Rights Guard technical data until a properly executed certification has been received by the Government.

6. You agree to execute a new certification if you will request Boeing Rights Guard technical data after December 31, 1992, and annually thereafter. Otherwise, you agree to destroy all such Boeing Rights Guard technical data and to provide written notification of destruction in the form specified in paragraph 2(d) of this certification.

Company Name, Address, Mfg Code

Signature/Title

Typed Name

Date

171 - RESTRICTIONS ON USE OF OTO MELARA LIMITED RIGHTS TECHNICAL DATA (DSCC 52.227-9C02) (MAR 1997)

(a) The United States Government requires that each bidder/offer/contractor receiving a copy of this solicitation and accompanying technical data (drawings, specifications, and any data contained therein) shall use such technical data solely for the purpose of submitting an offer for the manufacture of the supplies and/or services described in the solicitation. In the event a contract is awarded as a result of this solicitation, the contractor shall agree to make no disclosure of the solicitation technical data except as may be necessary to its suppliers for the furnishing of the supplies or services specified in the contract. To the extent that any such disclosure is made to the contractor's suppliers, the same nondisclosure agreement relative to the solicitation technical data shall be applicable.

(b) This data is available only for competitive procurements and manufacture in the United States by U.S firms. It shall not be released to foreign firms.

(c) The signature of the person(s) authorized to sign the solicitation and resultant contract shall constitute agreement to the nondisclosure requirement.

(d) All unsuccessful bidders/offerors (those firms not receiving an award) shall return all solicitation technical data within ten (10) working days from the date of notification of award to the following:

Defense Supply Center Columbus
P.O. Box 16704
ATTN: DSCC-VTRD
Columbus, OH 43216-5000

Successful bidders/offerors may retain the technical data for future United States Government procurements,

unless otherwise notified.

(e) Failure to return the solicitation's technical data within the specified time may result in disqualification from participation in future MK-75 Gun acquisitions.

STATEMENT REGARDING THE USE OF LIMITED RIGHTS OTO MELARA TECHNICAL DATA

1. In accordance with current procedures concerning "limited rights" data, contractors are requested to complete and sign this statement. This statement must be completed and returned to the Defense Supply Center Columbus, ATTN: DSCC-VTRD, in order for your company to receive the "limited rights" data required in the manufacture of the item herein.

2. Submit this statement with your request for "limited rights" data to:

Defense Supply Center Columbus
ATTN: DSCC-VTRD
P.O. Box 3990
Columbus, OH 43216-5000

I hereby agree that:

- a. The limited rights data shall only be used for the purpose of submitting an offer for the manufacture of the supplies and/or services described in this solicitation. This data shall only be used for the purpose of competitive procurement and manufacture in the United States. This data is only available for use by U.S. firms. I agree it shall not be made available to foreign firms.
- b. In the event that a contract is awarded as a result of this solicitation, I agree to make no disclosure of the solicitation technical data except as may be necessary to my suppliers for the furnishing of the supplies or services specified in the contract. To the extent that any such disclosure is made to my suppliers, this same nondisclosure agreement relative to the solicitation technical data shall be applicable.
- c. If my bid/offer is unsuccessful, the technical data shall be returned within ten (10) working days from date of notification of award. If my bid/offer is successful, I understand that I may be allowed to retain the technical data for future U.S. Government procurements, unless otherwise notified.
- d. I acknowledge that failure to return the solicitation technical data within the specified time may result in disqualification from participation in future MK-75 gun acquisitions.

Company Name, Address, CAGE Code

By: _____
Signature

Typed Name

Title

Date

I72 - DATA - ENGLISH LANGUAGE (DSCC 52.227-9C04) (JUL 1984)

All data required to be submitted pursuant to any clause or requirement of the contract must be in the English

language. Also, all correspondence or any other documentation of any kind submitted during the administration of the contract must be in the English language.

I73 -TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS
(FAR 52.232-29) (OCT 1995)

I74 - SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
(FAR 52.244-6) (MAY 2001)

I75 - GOVERNMENT FURNISHED PROPERTY (DSCC 52.245-9C01) (JAN 1992)

(a) Subject to FAR 52.245-2, Government Property (Fixed Price Contracts), or FAR 52.245-4, Government Furnished Property (Short Form) the Government will furnish at no cost to the Contractor the property specified below for the use performing the resulting contract:

MATERIAL	QTY PER UNIT/UNIT	UNIT PRICE
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) The Government will deliver government furnished materials to the Contractor's plant in accordance with FAR 52.247-55, F.O.B. Point for Delivery of Government-Furnished Property, which is incorporated herein by reference. Offerors must indicate in the space below the name and address of the plant where the materials will be utilized. In the absence of so indicating, the Government will assume and evaluate offers on the assumption that the material will be utilized at the plant specified by bidders in their offers under the heading "Production Facilities," or Block 15A of SF33. Offeror to complete:

Plant: _____

Street Address: _____

City and State: _____

(c) If the contractor requires Government furnished materials in excess of the amounts specified above, such additional materials will be furnished by the Government; however, the contractor must bear the cost of such excess materials, including transportation charges therefor, required in the performance of the contract. The price charged the contractor for such excess materials will be the price specified above for the type of material in question or the standard Government price therefor at the time of shipment, whichever is higher. The cost of such excess materials will be withheld by the Government from payments due the contractor, unless the contractor makes other arrangements with the Contracting Officer for payment.

(d) In the evaluation of the offers, in response to this solicitation, among the factors to be considered in determining the low offeror will be the cost of transporting Government-furnished materials to the contractor's plant. Land methods of transportation by regulated common carrier will be used to evaluate cost of transportation from the Government's place of shipment (cited below) to the offerors plant (paragraph b). This transportation cost will be added to the offered price to determine the overall cost to the Government.

Government furnished materials will be shipped from: _____

Weight: _____

Cube: _____

(e) The delivery schedule contained herein is based on the assumption that delivery of Government-furnished property will be made to the contractor within _____ days after date of award.

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)****I78 - CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (DSCC 52.248-9C01) (OCT 2000)**

a. DEFINITIONS:

(1) Engineering change. A change to the current approved configuration documentation of a configuration item at any point in the life cycle of the item.

(2) Engineering change proposal (ECP). A proposed engineering change and the documentation by which the change is described, justified, and submitted to the Government for approval or disapproval.

(3) Deviation. A specific written authorization, granted prior to the manufacture of an item, to depart from a particular requirement(s) of an item's current approved configuration documentation for a specific number of units or a specified period of time. (A deviation differs from an engineering change in that an approved engineering change requires corresponding revision of the item's current approved configuration documentation, whereas a deviation does not.)

(4) Waiver. A written authorization to accept an item, which during manufacture, or after having been submitted for Government inspection or acceptance, is found to depart from specified requirements, but nevertheless is considered suitable for use "as is" or after repair by an approved method.

b. Contractor Responsibility. ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation or Waiver. This is because the Government requires more time to analyze any proposal to permanently change the specifications or TDP. Cost saving improvements to the TDP should be submitted as a Value Engineering Change Proposal (VECP).

NOTE: MIL-STD-973* allows ninety days to process routine ECPs. If the contractor needs a response in less than ninety days to meet contract requirements, the contractor should consider submitting a waiver or deviation along with the ECP.

Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If an ECP is considered to be an emergency or urgent (as defined in MIL-STD-973), immediately notify the PCO. ECPs will be reviewed for a determination on criticality, and, if determined to be urgent or critical, the appropriate processing time-frame in paragraph 5.4.2.3.1.1 of MIL-STD-973 will be followed or the contractor will be notified otherwise.

When submitting an ECP or Request for Deviation/Request for Waiver (RFD/RFW), the contractor must follow the instructions in MIL-STD-973 (as tailored in the following paragraphs).

(1) Engineering Change Proposals--Required Content.

(a) Follow the short form procedure in MIL-STD-973.

1. paragraphs 5.4.8 through 5.4.8.2.1;
2. paragraphs 5.4.8.2.3 through 5.4.8.2.7; and
3. Appendix D instructions.

(b) Include:

1. Requirements for notices of revision (NOR). (Instructions for NORs are in MIL-STD-973, paragraph 5.4.7 and Appendix G.)
2. Copies of drawings that have clearly been marked to identify the proposed change.

3. Any other documentation that will help in reviewing the proposed change.

(2) Request for Deviation/Request for Waiver - Required Content.

(a) Follow the short form procedure in MIL-STD-973.

For RFD(s) -- paragraphs 5.4.8.3 through 5.4.8.3.4;

Appendix E instructions.

For RFW(s) -- paragraphs 5.4.8.4 through 5.4.8.4.4;

Appendix E instructions.

(b) Include marked drawings and any other documentation that will be required to review the proposed RFD/RFW.

(c) Identify the number of parts affected in block 17 of DD Form 1694.

c. Submittal Procedures

(1) Engineering Change Proposals (ECP), Deviations and Waivers initiated by the contractor must be prepared and submitted in 7 copies with supporting data as required by b.(1) above to the ACO, with an information copy to the PCO.

WARNING: If you do not submit complete, legible packages, ECPs may be returned without processing.

(2) Value Engineering Change Proposals (VECPs) must comply with the requirements of the Value Engineering Incentive clause of the contract and MIL-STD-973 and be submitted utilizing DD Form 1693 in 6 copies to the PCO with an information copy to the ACO, and an additional copy mailed direct to Defense Supply Center Columbus, P.O. Box 3990, Columbus, Ohio 43216-5000, ATTN: DSCC-VE.

d. Contracting Agency responsibilities.

(1) ACO Responsibility. Within ten working days from the date of receipt of contractor's request, the ACO must submit an original and two complete legible copies of the contractor's request to the applicable technical support office.

(2) ECPs will be reviewed and decided upon within the ninety day time frame established by MIL-STD-973. Notification of decision will be done in accordance with paragraphs 5.4.8.2.6 and 5.4.8.2.7 of MIL-STD-973.

(3) RFDs/RFWs will be reviewed per MIL-STD-973 and decisions made within 75 days from the date of receipt from the ACO.

e. Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

f. Questions about the status of change requests already submitted should be directed to the procuring activity.

g. The period of time for evaluation and approval/disapproval of ECPs (90 days) and Deviation/Waiver (75 days) shall not constitute excusable delay in the performance of this contract by the contractor or in any way relieve the contractor from compliance with the contract delivery schedule. The submission of ECPs or deviation/waiver requests by the contractor shall not preclude the Government from exercising its rights under the default clause or any other provision of the contract. Further, any such submission shall not afford the contractor any basis for a delay claim or adjustment of the contract delivery schedule, provided the Government approves or disapproves the submission within a period of 90 days after receipt thereof by the contracting officer.

***This standard has been cancelled effective September 30, 2000 (MIL-STD-973, Notice 4), but is still required for the procurement and control of this item. Copies of MIL-STD-973, Notice 3, which includes the base document, may be obtained from:**

<http://assist2.daps.dla.mil/quicksearch/>

3. Any other documentation that will help in reviewing the proposed change.

(2) Request for Deviation/Request for Waiver - Required Content.

(a) Follow the short form procedure in MIL-STD-973.

For RFD(s) -- paragraphs 5.4.8.3 through 5.4.8.3.4;

Appendix E instructions.

For RFW(s) -- paragraphs 5.4.8.4 through 5.4.8.4.4;

Appendix E instructions.

(b) Include marked drawings and any other documentation that will be required to review the proposed RFD/RFW.

(c) Identify the number of parts affected in block 17 of DD Form 1694.

c. Submittal Procedures

(1) Engineering Change Proposals (ECP), Deviations and Waivers initiated by the contractor must be prepared and submitted in 7 copies with supporting data as required by b.(1) above to the ACO, with an information copy to the PCO.

WARNING: If you do not submit complete, legible packages, ECPs may be returned without processing.

(2) Value Engineering Change Proposals (VECPs) must comply with the requirements of the Value Engineering Incentive clause of the contract and MIL-STD-973 and be submitted utilizing DD Form 1693 in 6 copies to the PCO with an information copy to the ACO, and an additional copy mailed direct to Defense Supply Center Columbus, P.O. Box 3990, Columbus, Ohio 43216-5000, ATTN: DSCC-VE.

d. Contracting Agency responsibilities.

(1) ACO Responsibility. Within ten working days from the date of receipt of contractor's request, the ACO must submit an original and two complete legible copies of the contractor's request to the applicable technical support office.

(2) ECPs will be reviewed and decided upon within the ninety day time frame established by MIL-STD-973. Notification of decision will be done in accordance with paragraphs 5.4.8.2.6 and 5.4.8.2.7 of MIL-STD-973.

(3) RFDs/RFWs will be reviewed per MIL-STD-973 and decisions made within 75 days from the date of receipt from the ACO.

e. Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

f. Questions about the status of change requests already submitted should be directed to the procuring activity.

g. The period of time for evaluation and approval/disapproval of ECPs (90 days) and Deviation/Waiver (75 days) shall not constitute excusable delay in the performance of this contract by the contractor or in any way relieve the contractor from compliance with the contract delivery schedule. The submission of ECPs or deviation/waiver requests by the contractor shall not preclude the Government from exercising its rights under the default clause or any other provision of the contract. Further, any such submission shall not afford the contractor any basis for a delay claim or adjustment of the contract delivery schedule, provided the Government approves or disapproves the submission within a period of 90 days after receipt thereof by the contracting officer.

***This standard has been cancelled effective September 30, 2000 (MIL-STD-973, Notice 4), but is still required for the procurement and control of this item. Copies of MIL-STD-973, Notice 3, which includes the base document, may be obtained from:**

<http://assist2.daps.dla.mil/quicksearch/>

3. Any other documentation that will help in reviewing the proposed change.

(2) Request for Deviation/Request for Waiver - Required Content.

(a) Follow the short form procedure in MIL-STD-973.

For RFD(s) -- paragraphs 5.4.8.3 through 5.4.8.3.4;

Appendix E instructions.

For RFW(s) -- paragraphs 5.4.8.4 through 5.4.8.4.4;

Appendix E instructions.

(b) Include marked drawings and any other documentation that will be required to review the proposed RFD/RFW.

(c) Identify the number of parts affected in block 17 of DD Form 1694.

c. Submittal Procedures

(1) Engineering Change Proposals (ECP), Deviations and Waivers initiated by the contractor must be prepared and submitted in 7 copies with supporting data as required by b.(1) above to the ACO, with an information copy to the PCO.

WARNING: If you do not submit complete, legible packages, ECPs may be returned without processing.

(2) Value Engineering Change Proposals (VECPs) must comply with the requirements of the Value Engineering Incentive clause of the contract and MIL-STD-973 and be submitted utilizing DD Form 1693 in 6 copies to the PCO with an information copy to the ACO, and an additional copy mailed direct to Defense Supply Center Columbus, P.O. Box 3990, Columbus, Ohio 43216-5000, ATTN: DSCC-VE.

d. Contracting Agency responsibilities.

(1) ACO Responsibility. Within ten working days from the date of receipt of contractor's request, the ACO must submit an original and two complete legible copies of the contractor's request to the applicable technical support office.

(2) ECPs will be reviewed and decided upon within the ninety day time frame established by MIL-STD-973. Notification of decision will be done in accordance with paragraphs 5.4.8.2.6 and 5.4.8.2.7 of MIL-STD-973.

(3) RFDs/RFWs will be reviewed per MIL-STD-973 and decisions made within 75 days from the date of receipt from the ACO.

e. Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

f. Questions about the status of change requests already submitted should be directed to the procuring activity.

g. The period of time for evaluation and approval/disapproval of ECPs (90 days) and Deviation/Waiver (75 days) shall not constitute excusable delay in the performance of this contract by the contractor or in any way relieve the contractor from compliance with the contract delivery schedule. The submission of ECPs or deviation/waiver requests by the contractor shall not preclude the Government from exercising its rights under the default clause or any other provision of the contract. Further, any such submission shall not afford the contractor any basis for a delay claim or adjustment of the contract delivery schedule, provided the Government approves or disapproves the submission within a period of 90 days after receipt thereof by the contracting officer.

***This standard has been cancelled effective September 30, 2000 (MIL-STD-973, Notice 4), but is still required for the procurement and control of this item. Copies of MIL-STD-973, Notice 3, which includes the base document, may be obtained from:**

<http://astimage.daps.dla.mil/quicksearch/>

**I79 - ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT
(DLAD 52.249-9000) (MAY 1988)**

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of **\$519.00** as payment in full for the administrative costs of such repurchase apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

I80 - AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

**I81 - USE OF GOVERNMENT FACILITIES ON A NO CHARGE BASIS
(DSCC 52.245-9C02) (JUN 1997)**

(a) The contractor is authorized to use, on a rent-free basis, in the performance of this contract, the Government-owned facilities provided under Contract No. _____.

(b) This contract is for an FMS requirement. The contractor is authorized to use the Government-owned facilities provided under Contract No. _____. As rental for use thereof, the contractor must remit monthly the sum of \$_____ to the ACO of the office designated for the administration of this contract.

I82 - PRICE REDETERMINATION - PROSPECTIVE (FAR 52.216-5) (OCT 1997)

I83 - NOTIFICATION TO DELAY PERFORMANCE (DFARS 252.219-7011) (JUN 1998)

I84 - QUALIFICATION REQUIREMENTS (FAR 52.209-1) (FEB 1995)

I85 - WARRANTY MARKINGS (DSCC 52.246-9C42) (JUN 1997)

NOTE: Applicable with FAR 52.246-18

WARRANTY MARKINGS: In addition to the marking requirements of this contract, each unit, intermediate and shipping container shall be marked by labeling, tagging or printing the time period of the warranty and the expiration date, below the identification data. (See MIL-STD-129, paragraph 20.14, Figure 4.) The unit marking must also include the following statement:

“Report defective items, including Contract No. to:

DEFENSE SUPPLY CENTER COLUMBUS

ATTN: DSCC- _____

P.O. Box 16704,

Columbus, Ohio 43216-5010”

COST OF WARRANTY: Offerors must indicate below the amount included in the unit price of each item to cover the cost of warranty. If no amount is indicated, it will be assumed that no charge is made therefor. Offers will be evaluated without regard to any warranty charge indicated below; however, if the low

responsive offer indicates a charge, the Government reserves a right to reduce the offered price by the amount of the warranty charge and to waive the warranty.

OFFEROR TO COMPLETE	
CLIN(s)	Cost of Warranty per Unit
_____	_____
_____	_____

WARRANTY DECALCOMANIA: In addition to the marking requirements above the contractor shall place on each end item a decal, approximately 3" x 4" in size and mounted, in view of the operator as near as possible to the center of the instrument panel. The decal shall identify the warranty period expiration date, contract number, and contractors' point of contact including area code and phone number, for warranty claims. Such information shall also be included in any operator/maintenance manuals provided under this contract.

186 - WARRANTY MARKINGS (DSCC 52.246-9C43) (JUN 1997)

NOTE: Applicable with FAR 52.246-19

WARRANTY MARKINGS: In addition to the marking requirements of this contract, each unit, intermediate and shipping container shall be marked by labeling, tagging or printing the time period of the warranty and the expiration date, below the identification data. (See MIL-STD-129, paragraph 20.14, Figure 4.) The unit marking must also include the following statement:

“Report defective items, including Contract No. to:
 DEFENSE SUPPLY CENTER COLUMBUS
 ATTN: DSCC- _____
 P.O. Box 16704,
 Columbus, Ohio 43216-5010”

COST OF WARRANTY: Offerors must indicate below the amount included in the unit price of each item to cover the cost of warranty. If no amount is indicated, it will be assumed that no charge is made therefor. Offers will be evaluated without regard to any warranty charge indicated below; however, if the low responsive offer indicates a charge, the Government reserves a right to reduce the offered price by the amount of the warranty charge and to waive the warranty.

OFFEROR TO COMPLETE	
CLIN(s)	Cost of Warranty per Unit
_____	_____
_____	_____

WARRANTY DECALCOMANIA: In addition to the marking requirements above the contractor shall place on each end item a decal, approximately 3" x 4" in size and mounted, in view of the operator as near as possible to the center of the instrument panel. The decal shall identify the warranty period expiration date, contract number, and contractors' point of contact including area code and phone number, for warranty claims. Such information shall also be included in any operator/maintenance manuals provided under this contract.

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 (SEP 1999)

(Include with DFARS 252.225-7015 or DFARS 252.225-7013)

I89 - NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (FAR 52.219-6) (JUL 1996), ALTERNATE I (OCT 1995)**I90 - AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19) (APR 1984) (Services)****I91 - SCHEDULES FOR CONSTRUCTION CONTRACTS (FAR 52.236-15) (APR 1984) (Base Contracts)****I92 - LAYOUT OF WORK (FAR 52.236-17) (APR 1984) (Base Contracts)****I93 - WARRANTY OF CONSTRUCTION (FAR 52.246-21) (MAR 1994), ALTERNATE I (APR 1984) (Base Contracts)****I94 - VALUE ENGINEERING - CONSTRUCTION (FAR 52.248-3) (FEB 2000), ALTERNATE I (APR 1984) (Base Contracts)****I95 - GOVERNMENT RIGHTS (UNLIMITED) (DFARS 252.227-7022) (MAR 1979) (Base Contracts)****I96 - RIGHTS IN SHOP DRAWINGS (DFARS 252.227-7033) (APR 1966)**

(Base Contracts)**I97 - REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (FAR 52.223-12)
(MAY 1995)(Base Contracts)****I98 - PRECONSTRUCTION CONFERENCE (FAR 52.236-26) (FEB 1995)
(Base Contracts)****I99 - PERFORMANCE OF WORK BY THE CONTRACTOR (FAR 52.236-1) (APR 1984) (Base
Contracts) (\$1,000,000)****I100 - LIMITATIONS ON SUBCONTRACTING (FAR 52.219-14) (DEC 1996)****I101 - ECONOMIC PRICE ADJUSTMENT - CERTAIN SPECIFIED METALS
(DSCC 52.216-9C54) (AUG 1997) (FSC 6145 ONLY)**

(a) Metal specified for application of the provisions of this clause is _____.

(b) Definitions. As used in this Clause.

(1) The words "Contract Date" mean -

(i) the date of bid opening in the case of a sealed bid acquisition;
(ii) the date of award in the case of a negotiated acquisition, except that with respect to any set-aside portion (partial small business) awarded under this solicitation, "Contract Date" shall mean the date of bid opening of the non-set-aside portion if sealed bid, or the date of award of the non-set-aside portion, if negotiated.

(2) The words "required delivery date of this contract" refer only to the delivery schedule as originally stated in the contract plus any extension attributable solely to reasons determined by the Contracting Officer to be excusable within the meaning of the contract clause entitled "Default". The words "required delivery date of this contract" do not include any extension of the delivery schedule, however accomplished, except for such excusable causes. In the event of excusable delay, the delivery schedule shall be equitably extended and the delivery as thus extended shall be considered the "required delivery date of this contract" for the purposes of this contract.

(c) The contract award shall reflect the prices as shown in the Contractor's offer.

(d) The Contractor warrants that the unit prices set forth in this contract do not include any allowance for any contingency to cover increased costs of performance resulting from increase in the price of metal identified in paragraph (a) from the contract date, as defined above.

(e) If thirty (30) days prior to the required delivery date of this contract, as defined above, or thirty (30) days prior to the actual shipment, whichever is earlier, the lowest price of domestically produced metal identified in paragraph (a) as published in the American Metal Market is greater than or less than the lowest price of domestically produced metal identified in paragraph (a) as published in the American Metal Market on the contract date, as defined above, the Contractor, no later than twenty (20) days after date of shipment (or such further period as may be approved in writing by the Contracting Officer) shall notify the Contracting Officer, in writing, of such increase or decrease. As to each item, the unit price for the supplies awarded shall be adjusted by adding thereto or subtracting therefrom, as appropriate, the product obtained by multiplying the number designated in the chart below by the difference in price per pound between the lowest published price of domestically produced metal identified in paragraph (a) as of the contract date, as defined above, and the lowest published price of domestically produced metal identified in paragraph (a) as of thirty (30)

days prior to the required delivery date of this contract, as defined above, or thirty (30) days prior to the date of actual shipment, whichever is earlier. Such adjustment shall be the only adjustment permitted under this contract and will be formalized by a modification issued by the Government under the contract.

(f) Notwithstanding any other provisions herein, the amount of increase in any contract unit price under this clause shall not exceed _____ percent of the corresponding award unit price.

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

(h) The Contractor shall submit a statement on each invoice submitted under the contract stating that the Contracting Officer has been notified of all decreases in the price of metal identified in paragraph (a) in accordance with paragraph (e) of this clause and that all such decreases, if any, are reflected in the invoice and shall include a statement on the final invoice that all price decreases required by the clause have been applied in the manner required herein.

(i) Chart:

ITEM	FACTOR	ITEM	FACTOR	ITEM	FACTOR
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(Will be indicated in the solicitation/contract)

I102 - ECONOMIC PRICE ADJUSTMENT - METAL PERFORATED SHEETS (DSCC 52.216-9C55)(AUG 1997) (FSC 6145 Only)

(a) The Contractor warrants that any unit prices set forth in this contract do not include any allowance for any contingency to cover increased costs of performance resulting from increases in the price of metal sheets required for perforation under this contract after date set forth for opening of bids (or the contract date if this is a negotiated contract rather than one entered into by means of sealed bidding.)

(b) The parties agree if, subsequent to the date set for opening of bids (or the contract date if this is a negotiated contract rather than one entered into by means of sealed bidding), the manufacturer of the metal sheets required for perforation under this contract reduces his price to the Contractor for such sheets, the unit price to be paid hereunder to the Contractor shall be reduced for those supplies delivered by the Contractor after the effective date of the reduction in the manufacturer's price. In each such instance, the applicable contract unit price shall be reduced by the same amount that the manufacturer's price to the contract is reduced. The Contractor will promptly notify the Contracting Officer of such reductions and the contract will be modified accordingly. The Contractor shall submit a statement on each invoice stating that each unit price stated therein reflects all decreases required by this clause and shall include a statement on the final invoice that all price decreases required by this clause have been applied in the manner herein required.

(c) The Contractor may during the period from contract date to thirty (30) days prior to required date of contract or thirty (30) days prior to date of actual shipment, whichever is earlier, request in writing an upward adjustment in any of the contract unit prices, subject to the following conditions:

(1) No unit price shall be increased in accordance with such request unless the manufacturer of the metal sheets required for perforation under this contract increases his price to the Contractor for such sheets, and no increase shall be granted unless the manufacturer's applicable price has increased subsequent to the date set for opening of bids (or the contract date if this is a negotiated contract rather than one entered into by means of sealed bidding.)

(2) No unit price shall be increased in accordance with such request except as to those supplies

delivered pursuant to the terms of this contract and for which the Contractor is required to pay to the manufacturer an increased price.

(3) No unit price shall be increased by an amount greater than the amount the manufacturer's price to the Contractor is increased.

(4) The aggregate of the increases in any contract unit price under this contract shall not exceed _____ percent of the original contract unit price.

(5) No upward adjustment in unit price hereunder shall apply to supplies which were required by the delivery schedule of the contract (or the order issued thereunder if this is a requirements contract) to be delivered prior to the effective date of the manufacturer's increase in price to the Contractor, unless the Contractor's failure to deliver supplies in accordance with the delivery schedule results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the clause of this contract entitled "Default," in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(6) No modification incorporating an increase in contract unit price shall be executed pursuant to this clause until Contractor's entitlement thereto has first been verified by documentation submitted to the Contracting Officer substantiating Contractor's entitlement thereto under these provisions.

(d) In the event the requested adjustment in any contract unit price is acceptable to the Contracting Officer, the Contractor shall be promptly notified, and the contract shall be modified accordingly. If any such requested adjustment in a unit price is not acceptable to the Contracting Officer, the Contractor shall be promptly notified in writing; and unless an agreement can be reached as to the amount of increase, the Government may cancel without liability to either party the Contractor's right to proceed with performance of the portion of the contract which is not delivered at the time of such cancellation.

(e) During the period prior to such cancellation, the Contractor shall continue deliveries according to the terms of the contract and shall be paid therefor at the applicable increased unit price so requested, provided such requested increase satisfies all of the conditions and does not exceed the limitations of paragraph (c).

(f) If notice of cancellation is not sent to the Contractor within thirty (30) days after receipt by the Contracting Officer of the Contractor's request, supplies delivered subsequent to the date specified in such request, and prior to the effective date of any subsequent increase or decrease in Contractor's applicable prices, shall be paid for at the applicable increased unit price so requested, provided, such requested increase satisfies all of the conditions and does not exceed the limitations of paragraph (c).

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

(h) In calculating adjustment in the contract unit prices under this clause, the number of pounds per metal sheet shall be computed as follows:

ITEM NO.	NUMBER OF POUNDS PER SHEET
_____	_____
_____	_____

(Will be indicated in the solicitation/contract)

I103 - BID GUARANTEE (FAR 52.228-1)(SEP 1996) (Base Contracts)

I104 - CONTRACT DRAWINGS AND SPECIFICATIONS (DFARS 252.236-7001)(AUG 2000) (Base Contracts)

I105 - ALTERNATE PAYMENT PROTECTIONS (FAR 52.228-13)(JUL 2000)
(Base Contracts)

I106 - REQUESTS FOR EQUITABLE ADJUSTMENT (DFARS 252.243-7002) (MAR 1998)
(>\$100,000)

I107 - JAVITS-WAGNER-O'DAY ENTITY SUPPORT - CONTRACTOR REPORTING (DLAD 52.215-9006)(DEC 1997)

The contractor shall submit periodic progress reports (no less frequently than annually) to the contracting officer regarding the contractor's subcontracting efforts relative to JWOD entities. There is no standard or prescribed format for this requirement; however, performance data accumulated and reported by the contractor must be as specified in its offer.

I108 - REOPENER CLAUSE - COST-SPECIFIED ITEM (DLAD 52.217-9004)(JAN 1995)
(> \$500,000)

I109 - REOPENER CLAUSE - PENDING INDIRECT RATE PROPOSAL
(DLAD 52.217-9005) (JAN 1995) (> \$500,000)

I111 - DRUG-FREE WORKPLACE (FAR 52.223-6) (MAY 2001)

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)

I117 - PRODUCTION PROGRESS REPORTS (FAR 52.242-2) (APR 1991)

I118 - F.O.B. -- ORIGIN -- GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE (FAR 52.242-10) (APR 1984)

I119 - GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (FAR 52.245-2) (DEC 1989), ALTERNATE I (DEV) (APR 1984)

I120 - GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (FAR 52.245-4) (APR 1984)

I121 - DISCLOSURE OF INFORMATION (DFARS 252.204-7000) (DEC 1991)

I123 - EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (DFARS 252.225-7028) (DEC 1991)

I124 - PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS (DFARS

252.232-7002) (DEC 1991)**I125 - DOD PROGRESS PAYMENT RATES (DFARS 252.232-7004) (FEB 1996)****I126 - REPORTS OF GOVERNMENT PROPERTY (DFARS 252.245-7001) (MAY 1994)****I127 - WARRANTY OF DATA (DFARS 252.246-7001) (DEC 1991)****I128 – NOTICE OF TOTAL HUBZONE SET-ASIDE (FAR 52.219-3) (JAN 1999)****I129 – NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FAR 52.219-4) (JAN 1999)****I130 - RESERVED****I131 - CVC FAST PAY NOTICE (DSCC 52.213-9C01) (JUL 1994) (S9E Acquisitions Only)**

a. In regard to FAR Clause 52.213-1, above, fast pay procedures only apply to delivery orders under \$25,000.

b. All orders under \$25,000 may be issued under the computer ordering procedure, utilizing fast pay procedures for direct deliveries. Orders of \$25,000 or more shall be processed and issued manually and will be submitted to the Contractor's ordering office.

I133 - CVC PRICE REDETERMINATION - PROSPECTIVE (DSCC 52.216-9C43) (JUN 1997)

(a) General. The unit prices and the total price stated in this contract shall be periodically redetermined in accordance with this clause, except that (1) the prices for supplies and services ordered before the first effective date of price redetermination (see paragraph (b) of this clause) shall remain fixed and (2) in no event shall the total amount paid under this contract exceed any ceiling price included in the contract (paragraph g).

(b) Price redetermination periods. For the purpose of the price redetermination, performance of this contract is divided into successive periods that correspond to the option periods. The first period shall extend from the date of the contract award to the end of the ordering period (normally 365 days after award), and the second and each succeeding period shall extend for 14 months from the end of the last preceding period. The first day of the second and each succeeding period shall be the effective date of price redetermination for the period.

(c) Data submission.

(1) Not more than 90 days nor less than 60 days before the end of each redetermination period, except the last, the Contractor shall submit proposed prices for supplies or services that may be ordered in the next succeeding period.

(2) The Contractor shall also submit documentation to support the requested price increase/decrease (i.e., commercial price list changes; GSA price changes if items are also on a GSA contract; informal cost data if same was provided and utilized to determine the original contract prices as fair and reasonable).

(3) If the Contractor fails to submit the data required by subparagraphs (1) and (2) above, within the time specified, the Contracting Officer may exercise the option provisions without *a price redetermination.

(d) Price redetermination. Upon the Contracting Officer's receipt of the data required by paragraph (c)

above, the Contracting Officer and the Contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies or services that may be ordered in the period following the effective date of price retermination.

(e) Contract Modifications. Each negotiated redetermination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer, stating the redetermination prices that apply during the redetermination period.

(f) Disagreements. If the Contractor and the Contracting Officer fail to agree upon redetermined prices within 60 days after the date on which the data required by paragraph (c) above are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes Clause. For the purpose of paragraph (e), the pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification. Pending final settlement, price redetermination for subsequent periods, if any, shall continue to be negotiated as provided in this clause.

(g) Ceiling prices. Redetermined price(s) will not exceed a 10 percent increase over the preceding ordering period price(s). There will be no limitation on price decreases.

(h) Price Reductions. Nothing contained in this clause shall prevent any contractor from offering price reductions throughout the life of the contract nor shall it prevent the government from accepting such reductions.

I134 - CONTRACT QUANTITY LIMITATIONS (EMALL) (DSCC 52.216-9C10) (OCT 2000)

a. Minimum Amount: The Government agrees to order supplies covered by this contract in an amount of not less than _____ in exchange for the contractor being provided an opportunity to post its items on the DoD EMALL.

b. Maximum Amount. The Contractor also agrees to deliver any supplies ordered under the contract up to a maximum total amount of _____.

c. It is agreed and understood that the Government is under no obligation to order any supplies or services in excess of the "minimum amount" specified in paragraph a. above and further, that the sum specified in paragraph b. above shall not be construed as obligating the Government to any expenditure in excess of the minimum amount specified in paragraph a., above.

I135 – SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (DFARS 252.223-7007) (SEP 1999)

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) (OCT 2000)

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

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

I142 - PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (FAR 52.237-2) (APR 1984)

I143 - SERVICE CONTRACT ACT OF 1965, AS AMENDED (FAR 52.222-41) (MAY 1989)
(Services)

I144 - STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

I145 - FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (FAR 52.222-43) (MAY 1989) (Services)

I146 - FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (FAR 52.222-44) (MAY 1989) (Services)

I147 - RESTRICTION ON USE OF FN HERSTAL TECHNICAL DATA (DSCC 52.227-9C07) (JAN 2001)

(a) The United States Government requires that each bidder/offer/contractor receiving a copy of this solicitation and accompanying technical data (drawings, specifications, and any data contained therein) shall use such technical data solely for the purpose of submitting an offer for the manufacture of the supplies and/or services described in the solicitation. In the event a contract is awarded as a result of this solicitation, the contractor shall agree to make no disclosure of the solicitation technical data except as may be necessary to its suppliers for the furnishing of the supplies or services specified in the contract. To the extent that any such disclosure is made to the contractor's suppliers, the same nondisclosure agreement relative to the solicitation technical data shall be applicable.

(b) This data is available only for competitive procurements and manufacture in the United States and Canada by U.S and Canadian firms. It shall not be released to foreign firms.

(c) The signature of the person(s) authorized to sign the solicitation and resultant contract shall constitute agreement to the non-disclosure and non-use requirement.

(d) All unsuccessful bidders/offerors (those firms not receiving an award) shall destroy all solicitation technical data within ten (10) working days from the date of notification of award and provide written notice of destruction to the following:

Defense Supply Center Columbus
P.O. Box 3990
ATTN: DSCC-VTRD (FN Herstal Monitor)
Columbus, OH 43216-5000

Upon the completion of contract performance, the successful supplier/bidders/offerors shall destroy all FN

Herstal technical data, including any copies thereof and shall provide to the Government a written notification to that effect.

(e) Failure to destroy the solicitation's technical data and send written notification to the Government within the specified time, may result in disqualification from participation in future MAG-58 automatic weapon acquisitions.

STATEMENT REGARDING THE USE OF SPECIAL LICENSE RIGHTS FOR FN HERSTAL TECHNICAL DATA

1. In accordance with current procedures concerning "special license rights" data, contractors are requested to complete and sign this statement. This statement must be completed and returned to the Defense Supply Center Columbus, ATTN: DSCC-VTRD, in order for your company to receive the "special license rights" data required in the manufacture of the item herein.

2. Submit this statement with your request for "special license rights" data to:

Defense Supply Center Columbus
ATTN: DSCC-VTRD (FN Herstal Monitor)
P.O. Box 3990
Columbus, OH 43216-5000

I hereby agree that:

a. The United States Government solicitation _____ for the procurement of _____ includes proprietary technical data and confidential information (hereinafter collectively referred to as "data") of FN Herstal, S.A., located at Voie de Liege 33, B-4040 Herstal, Belgium (hereinafter referred to as "FNH").

b. The undersigned, as an authorized representative of _____ (insert company name) (hereinafter "the recipient"), in consideration of being furnished with FNH's data related to the _____ (insert M240 medium machine gun configuration) Weapon, hereby agrees that the recipient will only use the said data for the purpose of responding to a Government solicitation or performing a resultant Government contract.

c. Prior to receipt of the referenced FNH data in the solicitation, the recipient shall sign and provide an original copy of this Non-Disclosure and Non-Use Agreement to the address cited in paragraph 2 above.

d. The recipient shall not, without prior written permission of FNH, provide or disclose any of such data to any other company, person or entity, except recipient's subcontractors and vendors. The recipient agrees that providing or disclosing such data to any such subcontractor or vendor shall be accomplished only for the purpose stated herein, to respond to a Government solicitation or perform a resultant Government contract, and shall not occur until such subcontractor or vendor has first executed a like Non-Disclosure and Non-Use Agreement as this agreement.

e. The recipient acknowledges that this agreement grants it no rights to commercial uses of any such data received pursuant to this agreement.

f. The recipient agrees to adopt operating procedures and physical security measures designed to protect the data from disclosure or release to unauthorized third parties.

g. If my bid/offer is unsuccessful, the recipient agrees to promptly (within ten (10) working days from date of notification of award), destroy all of FNH's data received under the referenced solicitation (and any copies made of such data) when the purpose of this agreement is fulfilled. The recipient further agrees to provide a statement in writing, in the form of the Statement of Destruction, which will be included with the technical data, to the Government as to the destruction of the data. Included with the return of this Statement of Destruction, the recipient shall provide DSCC-VTRD (address in paragraph

2), a list of the names and addresses of subcontractors and vendors which received a copy of the technical data package or part of the technical data package provided with the solicitation referenced herein. Nothing herein shall be interpreted to authorize the Government to release to FNH any information that is proprietary to the recipient.

h. The recipient agrees to indemnify the United States Government, and its agents and employees, from all liability arising out of, or in any way related to, the misuse or unauthorized disclosure by the recipient, its employees or agents, or any such data it receives. The recipient will hold the United States Government, and its agents and employees, harmless against every such claim or liability, including attorney fees, costs, and expenses, arising out of the misuse or unauthorized disclosure of any such data supplied to the recipient hereunder.

i. Execution of this Non-Disclosure and Non-Use Agreement by the recipient or any of its authorized subcontractors or vendors is for the benefit of FNH, which is a third party beneficiary of this Non-Disclosure and Non-Use Agreement. FNH shall have the right to direct action against the recipient to enforce such agreement or to ask for damages which may result from any material breach of this agreement.

j. The requirements contained in this agreement shall be effective only for so long as such data remain unpublished. The term unpublished is defined by FNH or specified by a contract between FNH and the United States Government, or as shown in a legend appearing on such data.

k. Notwithstanding the foregoing, any obligation of confidentiality by this agreement shall not extend to proprietary information:

- (i) Which is legally and without restriction in the possession of recipient, the Government, or its employees or contractors prior to the date of receipt hereunder from the United States Government or from FNH;
- (ii) Which enters the public domain at any time through no fault of the recipient, the Government, or its employees, agents or contractors; or
- (iii) Which is disclosed by a third party without restriction or without breach of this agreement and without inducement by the recipient or the Government of such party to breach any agreement or obligation of confidentiality.

Recipient's Company Name, Address, CAGE Code

Name of Recipient:

Signature

Typed Name

Title

Date

Solicitation Number

**PART III - DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS**

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 _____
_____	dated	_____	Encl _____
_____	dated	_____	Encl _____
_____	dated	_____	Encl _____
_____	dated	_____	Encl _____

J03 - NOTICE TO CONTRACTORS AND DEFENSE FINANCE AND ACCOUNTING SERVICES (DFAS)

Section K, L, and M, will be deleted from any resulting award per FAR 15.204-1. Therefore, the page numbers indicated on the front of the award and on the last page of the Continuation Sheet will not reflect the actual number of pages in the award document.

PART IV – REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS OR RESPONDENTS

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 provision may be accessed electronically at the <http://www.dla.mil/j-3/j-336/logisticpolicy/procurementlinks2.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))

K03 - PRODUCTION STANDARDS (DSCC 52.209-9C08) (NOV 1983)

- a. Difficulties have been encountered by numerous suppliers with resultant quality problems in attempting to use normal production techniques in the manufacturing of both Whirl Chambers and Sprayer Plates, which are critical components of the main propulsion systems of Naval Ships.
- b. Major problem areas include, but are not limited to, tight tolerances, surface finish, and the drilling of small diameter holes.
- c. The critical nature of the end use of the sprayer plates, whirl chambers, and accessories, the exacting tolerances, and the complexity of the items being procured, require that offerors use modern equipment (recent state of the art type machining processes), have adequate quality assurance procedures, and have previous successful experience in the production of products with similar characteristics.
- d. Therefore, as provided by FAR 9.104-1, to qualify for award under this solicitation bidders must either have, or furnish acceptable evidence of "ability to obtain" as a furnish acceptable evidence of "ability to obtain" as a minimum, the following production equipment, testing/inspection equipment, production processes, and experience:
 - (1) NC or CNC Turning Center, (All Lathe/turning operations shall be accomplished on the equipment.)
 - (2) Profilometer (or Equal).
 - (3) Optical Comparator.
 - (4) Rockwell Hardness Tester
 - (5) A satisfactory method of performing all drilling operations.

Unless otherwise approved by the contracting officer, the only approved method is the use of either EDM

(Electrical Discharge Method) or a CNC or NC mill with unlimited indexing. Any exception to these methods must be an automated method which would demonstrate a production control equal to that of a CNC or NC mill.

NOTE: Prior to award, bidders/offerors must establish competency (satisfactory to the contracting officer) in competency (satisfactory to the contracting officer) in machining and testing/inspection operations which are to be performed through the use of the above equipment/processes.

e. Prior to award, bidders/offerors must furnish a listing of the production and testing/inspection equipment to be used in the manufacture of the supplies covered by this solicitation. This listing shall be furnished at the request of the contracting officer but in any event, it shall be available to the contracting officer or his representative prior to completion of any pre-award survey. This shall include the following information:

MACHINE DESCRIPTION	AGE IN YEARS	CONDITION OF EQUIPMENT	LOCATION OF EQUIPMENT
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: If the equipment described is to be used by a subcontractor during the performance of any resulting contract, in addition to the above information, the bidder/offeror shall provide the name, address, telephone number, point of contact and the amount and type of work to be performed by this subcontractor.

f. Prior to award, bidders/offerors must furnish a list which includes the description, contract numbers (Commercial or Government), and dates of production of the same and/or similar supplies produced within the past three years.

g. Failure of bidders/offerors to comply with this provision (entitled Production Standards) prior to award will render bids/offers technically unacceptable.

K04 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

K06 - TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

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

K08 - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (JUN 1999)

K11 - ECONOMIC PURCHASE QUANTITY – SUPPLIES (FAR 52.207-4) (AUG 1987) (Over \$100,000)

K12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (APR 2001)

K14 - DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (DFARS 252.209-7002) (SEP 1994)

K19 - PLACE OF PERFORMANCE -- SEALED BIDDING (FAR 52.214-14) (APR 1985)

K20 - MINIMUM BID ACCEPTANCE PERIOD (FAR 52.214-16) (APR 1984)

K23 - PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

K26 - IDENTIFICATION OF SOURCES OF SUPPLY (DFARS 252.217-7026) (NOV 1995)

**K27 - SMALL BUSINESS PROGRAM REPRESENTATION (FAR 52.219-1) (MAY 2001),
ALTERNATE I (OCT 2000), ALTERNATE I I (OCT 2000)**

K28 - EQUAL LOW BIDS (FAR 52.219-2) (OCT 1995)

**K29 - SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS
COMPETITIVENESS DEMONSTRATION PROGRAM (FAR 52.219-19) (OCT 2000)
(Base Contracts and Services)**

**K30 - NOTICE OF EMERGING SMALL BUSINESS SET-ASIDE (FAR 52.219-20)
(JAN 1991)**

**K31 - SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY
CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION
PROGRAM (FAR 52.219-21) (MAY 1999)**

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

K32 - RESERVED

**K33 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22)
(FEB 1999)**

K34 - AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

NOTE: Offeror represents that he () has, () has not, 50 or more employees.

K36 - RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)

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

**K39 - INFORMATION FOR DUTY-FREE ENTRY EVALUATION (DFARS 252.225-7003)
(MAR 1998) and ALTERNATE I (MAR 1998)**

**K40 - BUY AMERICAN ACT -- TRADE AGREEMENTS -- BALANCE OF PAYMENTS
PROGRAM CERTIFICATE (DFARS 252.225-7006) (MAR 1998)**

**K41 - RESTRICTIONS ON CONTINGENT FEES FOR FOREIGN MILITARY SALES
(DFARS 252.225-7027) (MAR 1998)**

**K42 - BUY AMERICAN ACT -- NORTH AMERICAN FREE TRADE AGREEMENT
IMPLEMENTATION ACT -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(DFARS 252.225-7035) (MAR 1998), (ALTERNATE I) (MAR 1998)**

K43 - ROYALTY INFORMATION (FAR 52.227-6) (APR 1984)

**K44 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO
THE GOVERNMENT (DFARS 252.227-7028) (JUN 1995)**

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

K46 - FREIGHT CLASSIFICATION DESCRIPTION (FAR 52.247-53) (APR 1984)

**K47 - REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
(DFARS 252.247-7022) (AUG 1992)**

K48 - TRADE AGREEMENTS CERTIFICATE (DFARS 252.225-7020) (MAR 1998)

**K51 - CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
(FAR 52.223-13)(OCT 2000)**

**K52 - HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY
INSTITUTION STATUS (FAR 52.226-2) (MAY 2001)**

**K53 - CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED
END PRODUCTS (FAR 52.222-18) (FEB 2001)**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

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 provision may be accessed electronically at the

<http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.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 (IQC)(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))
- 52.236-28 - Preparation of Proposals - Construction (OCT 1997) (Base Contracting)(FAR 36.520)
- 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 222.104-70(c))

L02 - INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS (FAR 52.215-1) (MAY 2001), ALTERNATE I (OCT 1997), ALTERNATE II (OCT 1997)

L03 - AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DoD 5010.12-L (FAR 52.211-2) (DEC 1999)

L04 - AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS, DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12-L, AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (DFARS 252.211-7001) (DEC 1991) (Base Contracts and Services)

L05 - AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DFARS 252.211-7002)(DEC 1991) (Base Contracts and Services)

L06 - BRAND NAME OR EQUAL (FAR 52.211-6) (AUG 1999) (< \$100,000)

L07 - AVAILABILITY OF DRAWINGS (DSCC 52.211-9C13) (AUG 2001)

The primary source for drawings, which support DSCC solicitations, is the DSCC Bid set Interface (DBI) website. The website is available through the DSCC Internet Bid Board System (DIBBS). All drawings available on the DBI website must be viewed and/or downloaded from the website. Requests for hard copy or CD-ROM copies of drawings that are available on DBI will be returned unprocessed.

Request for drawings that are listed on the DBI, as "Restricted, Available to Authorized Vendors only", must be ordered by clicking on the "Order via CD-ROM". An automated order form will appear with the Solicitation #, Return by Date and NSN populating the first three fields of the form for your convenience. It is important that the "Certification # and Certification Date" are completed on the form. Failure to provide complete information will cause delays in issuance of the requested drawing(s). All requests for restricted drawings will be provided on CD-ROM. Allow seven days for receipt of the CD. If you have any questions about your order after seven days call 614-692-2639.

To assist us in operating this website feature, we have established a vendor-interactive e-mail address

at dbi-drawings@dsc.dla.mil. If you are reading solicitations and accessing available bid sets and discover a discrepancy between what is listed in the “Item Description” of the solicitation and what is available in the bid set drawing list, we request that you send an e-mail message describing the discrepancy. You may advise us in instances such as, “wrong revision level in the DBI”, “drawing(s) in the solicitation, but none in DBI”, or “additional drawings in the solicitation and not available in DBI”.

CAUTIONARY NOTE: It is your responsibility to make sure that you obtain and use the drawings and revision levels that are called out in the solicitation.

If you have any questions about the operation of the DBI website (drawing questions only), call 614-692-3207 or 614-692-1492.

FOR LONG TERM CONTRACTS, WITH MULTIPLE NSNS, THAT REQUIRE DRAWINGS.

To obtain the CD-ROM drawings contact the Long Term Contract Drawing Monitor via email: Leonard.gutter@dsc.dla.mil. Questions or comments may be directed to Norma Watkins 614-692-2639 or Leonard Gutter at 614-692-3206.

Government Specification can be acquired through the Acquisition Streamlining and Standardization Information System (ASSIST) at <http://astimage.daps.dla.mil.quicksearch/>.

The Government does not supply Commercial (non-government) Specification and Standards. It is the responsibility of the contractor to obtain these.

L08 - REFERENCED SPECIFICATIONS (DSCC 52.211-9C21) (AUG 2001)

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) available at <http://assist.daps.mil/> that is in effect on the first day of the month in which the solicitation is issued.

L09 - CONDITIONS FOR EVALUATION OF OFFERS OF SURPLUS MATERIAL (DLAD 52.211-9003) (JUN 1999)

The savings potential is based on the cost of evaluation (\$200 if only a local evaluation is involved, or \$500 if the offer of surplus material must be forwarded to an Engineering Support Activity for evaluation).

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) Primary Numbers - A/C 614-692-4275
 - (2) Alternate Number - A/C 614-692-2279
- (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.

L12 -REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997), ALTERNATE I (OCT 1997), ALTERNATE II (OCT 1997), ALTERNATE III (OCT 1997), ALTERNATE IV (OCT 1997)

L15 - PRE-PROPOSAL CONFERENCE (DSCC 52.215-9C07) (MAR 1990) (Services)

Offerors are encouraged to attend a Pre-Proposal conference to be held at the Defense Supply Center Columbus, Columbus, OH, on _____ at _____. To arrange attendance at the conference, please write or call the individual in Block 10 of the SF 33 (page 1 of this solicitation).

The purposes of the conference are to provide the Government an opportunity to explain the solicitation requirements and to respond to questions from prospective offerors. Interested offerors at requested to submit any questions they may have in advance of the conference. Such questions should be directed to the individual identified in Block 10 of the SF 33. Remarks and explanations provided at the conference shall not be considered to supersede or otherwise qualify any of the terms of this solicitation unless formally incorporated by amendment.

Offerors who cannot attend the Pre-Proposal Conference may obtain a copy of the conference minutes from the Contracting Officer.

L16 - COMMERCIAL SALES DATA (DSCC 52.215-9C05) (NOV 1981)

To establish reasonableness of prices offered, offerors must furnish the following data:

(1) The supplies offered [] are [] are not sold for commercial use for which there [] is [] is not an established price, identified below:

Price List No. _____ Date _____ Page & Unit Price of Item _____

(2) If made, commercial sales are ____ % of total sales and unit price () does () does not vary with quantity ordered as follows:

State ordering ranges and prices _____.

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) _____

L18 - TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

L19 - CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS (DLAD 52.217-9002) (JUN 2001), ALTERNATE I - ADEQUATE PROPRIETARY DATA (JAN 1992), ALTERNATE II - INADEQUATE DATA (JAN 1992), ALTERNATE III - ADEQUATE CATALOG DATA (JAN 1992)

L20 - MANUFACTURING OR PRODUCTION INFORMATION (DLAD 52.217-9003) (FEB 1996)

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

L22 - NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FAR 52.222-23) (FEB 1999) (DEV) (Over \$10,000)(Base Contracts and Services)

L23 - INVITATION TO PROPOSE FINANCING TERMS (FAR 52.232-31) (OCT 1995)

L24 - SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

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

L26 - SITE VISIT (CONSTRUCTION) (FAR 52.236-27) (FEB 1995), with ALTERNATE I (FEB 1995) (Base Contracts)

L27 - GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (DSCC 52.245-9C03) (APR 1985)

The solicitation does not authorize the use of any Government production or research property, except as may be specified in the solicitation. If an offeror requires the use, in performing any resulting contract, of any items of Government Property in the offeror's or its subcontractor's possession under a facilities contract or agreement independent of this solicitation, such offers, to be responsive, must identify the contract under which the property is held and list the property to be used showing acquisition cost and date of acquisition; and include written permission of the Contracting Officer having cognizance of the property to use property for the period required under the solicitation, and indicate the rent to be paid for the use, or if use is rent free, the evaluation factor to be applied computed under the facilities contract. Offers in response to sealed bid solicitations contingent on the use of Government Property not provided for in the schedule thereof that do not comply with the foregoing will be nonresponsive and not considered for award.

L28 - AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)

L29 - SOCIOECONOMIC PROPOSAL (DLAD 52.215-9002) (MAR 1996)

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

L33 - CVC COMMERCIAL PRODUCT QUALIFICATION (DSCC 52.217-9C17)(JUL 1994)

(a) DEFINITIONS: The following definitions apply to this solicitation:

(1) "Commercial Product" - A product, such as an item, material, component, subsystem, or system, sold or traded to the general public in the course of normal business operations at prices based on established catalog market prices.

(2) "General Public" - A significant number of buyers other than the Government or affiliates of the offeror; the item involved must not be for Government end use. (FAR 15.804-3(c)(5)).

(3) "Substantial Quantities" - Quantities regularly sold in amounts sufficient to constitute a real commercial market. Nominal quantities, such as models, samples, prototypes, or experimental units, do not meet this requirement. (FAR 15.804-3(c)(4)).

(b) COMMERCIALITY: In order to obtain commercial products of demonstrated reliability without the need for complete qualification testing or extensive acceptance testing and to permit the Defense Supply Center Columbus to receive the benefit of commercially developed products and product improvements, and established quality control programs, the following applies:

(1) Proposals will be accepted and considered only from those offerors determined by the Government to currently manufacture or distribute commercial products to the general public in substantial quantities.

(2) The product offered must be the same product manufactured and marketed to the general public and must conform to all requirements of the solicitation.

(c) COMMERCIAL PRICE LISTS: Offerors must provide, along with their offers, the following information:

(1) The Commercial Price List Number, Price List Date and copy of price list with solicited items identified by the Purchase Request line item number shown in the schedule of items in the solicitation. Prices offered will be based on discounts off the offeror's commercial price list.

(2) For each item offered in response to the solicitation, provide the following:

(i) Catalog identification and dates: _____

- (ii) Categories of Sales/Units Sold -
 - (A) Sales period covered - FROM: _____ TO: _____
 - (B) Number of Units sold to the U.S. Government: _____
 - (C) Number of Units sold to the general public: _____

(iii) List three sales of the items offered:

DATE	NUMBER OF UNITS SOLD	PRICE PER UNIT
_____	_____	_____
_____	_____	_____
_____	_____	_____

L36 - SITE VISIT (FAR 52.237-1) (APR 1984) (Services)

L39 - JAVITS-WAGNER-O'DAY ACT ENTITY PROPOSAL (DLAD 52.215-9004) (DEC 1997)

(a) Provide a description of the efforts your company will make to assure that Javits-Wagner-O'Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent they are known.

(b) Describe any future plans your company has for developing additional subcontracting possibilities for JWOD entities, or ways in which these entities could be partnered with other businesses and agencies in opportunities to diversify revenue production, during the contract period.

(c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to JWOD entities.

(d) You shall be required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding your subcontracting efforts relative to JWOD entities. Specify what type of performance data you will accumulate and provide to the contracting officer regarding your support of JWOD entities during the period of contract performance. Provide the name and title of the individual responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with small disadvantaged, and women-owned small businesses).

L40 - SURGE & SUSTAINMENT (S&S) EVALUATION FACTOR (DSCC 52.217-9C26) (JUL 2001)

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 B of this solicitation. The initial plan is merely a part of your proposal.

Address the following subfactors:

- 1) Explain the methodology for enabling visibility of supplier base resources as it relates to the S&S requirements on a continuing basis. Include any on-line access to suppliers' inventory and production information systems.
- 2) Identify the supplier base inventories, production 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) 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.

4) 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.

5) Identify the 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 (for example, obtaining and storing raw materials or component parts, obtaining production tooling needed to expand production) for overcoming the difficulties, etc.).

6) Clearly identify any significant investments (dollars) needed to develop S&S capability. The total cost of the investment shall be identified in CLIN 6002. For those S&S investments, explain why the investment is needed, what you propose purchasing, the basis for the investment cost, and the S&S capability to be gained. 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.

7) For items the contractor knows are readily available and accessible in sufficient quantities to meet the S&S requirements, a contractor–signed statement may be used in lieu of obtaining more extensive S&S assessment information. This statement shall contain the contractor’s rationale for concluding that an S&S item is readily available, identification of the method of access to those items, identification of the delivery terms and the projected lead-times for the S&S items. The statement shall also be accompanied by a description of access to and plans for, coordinating distribution and transportation services for meeting S&S requirements.

L41 - RESERVED

SECTION M - EVALUATION FACTORS FOR AWARD

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 provision may be accessed electronically at this address

<http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.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.

M03 - EVALUATION OF BIDS FOR MULTIPLE AWARDS (FAR 52.214-22) (MAR 1990)

M04 - NO EVALUATION OF TRANSPORTATION COSTS (FAR 52.247-50) (APR 1984)

M05 - ALL OR NONE (DSCC 52.215-9C08) (OCT 1992) (Services)

Offers must be submitted for all of an individual item or all of each group of contract line items (CLINS) listed below to be evaluated for a single contract award. Offers for less than all of a single item or all CLINS comprising the group will be rejected.

CLIN/GROUPS _____

M06 - EVALUATION FACTORS FOR AWARD (DSCC 52.215-9C09) (JUL 2001)

(a) General Basis for Award: Award will be made to the offeror or offerors whose offer(s) conform to the solicitation requirements and represents the best value to the Government. Unless either clause I45 or I45a are included, at time of solicitation the Government anticipates making a single award. The following evaluation factors will be considered in the evaluation of proposals received under this solicitation:

1. Price

2. Past Performance
3. Proposed Delivery
4. Surge and Sustainment (See Provision M34)

All factors other than price listed above are, when combined, approximately equal to price.

(b) **PRICE:** The offered price, as adjusted by price related factors (such as the Buy American Act or transportation costs), will be used in conjunction with the other evaluation factors listed above to determine the proposal which represents the best value to the Government. The Government will also evaluate the reasonableness of the offered price.

(c) **PAST PERFORMANCE:** The Government will evaluate the offeror's quality history based upon past performance on contracts for the same or similar items. Past performance considers both the contractor's quality and delivery history.

(d) **PROPOSED DELIVERY:** The Government will evaluate the offeror's ability to meet or improve the required delivery schedule specified in the solicitation. This evaluation will be based upon past performance on contracts for the same or similar items, and on other information relating to current and anticipated ability to meet the required delivery schedule.

(e) **SURGE AND SUSTAINMENT:** The Government will evaluate the offeror's ability to meet the surge and sustainment requirements identified in Section B of this solicitation. This requirement is further defined in Provision M34.

M07 - AUTOMATED BEST VALUE SYSTEM (ABVS) (DSCC 52.215-9C10) (OCT 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).). Contractor caused delivery extensions, regardless of consideration paid, will be reflected in the delivery score.

Quality Complaints

- Product Nonconformances/Laboratory Test Failures
- Packaging Nonconformances

For administrative purposes, the quality rating period excludes the most recent 30 days. Repair, replacement, or reimbursement of quality and packaging defects will not provide relief of negative ABVS data.

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

Contractor caused discrepancies or delinquencies will be reflected in the ABVS as an indicator of past performance.

(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.dsccols.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

M08 - WEIGHTED AVERAGE PRICE EVALUATION METHOD (DSCC 52.215-9C19) (SEP 2000)

(a) An award or combination of awards will be made under this solicitation based on the offer or offers which represent the best value to the Government. Together with any other evaluation factors specified in this solicitation, offered price(s) will be evaluated as follows.

(b) The total estimated price for each item in the schedule will be determined in accordance with subparagraphs (1) through (3) below. For the purpose of evaluating prices offered, each quantity increment of the schedule has been weighted (if nothing is entered below all weights are considered to have a value of one(1)). These weights have been assigned on the basis of the heaviest weights on those increments wherein the Government estimates the orders are most likely to be placed. By use of the following weights a weighted average price will be developed for each item using the formula stated in subparagraphs (1) through (3) below.

INCREMENT	WEIGHT	INCREMENT	WEIGHT
A	_____	D	_____
B	_____	E	_____
C	_____	F	_____

(1) The weighted average price (for a given item for a given year) will be arrived at as follows:

$$\text{(Offered unit price) x (increment weight) = weighted unit price}$$

$$\text{(Sum of weighted unit prices) divided by (the sum of the weights) = weighted average price.}$$

(2) $\text{(The weighted average price) x (the estimated annual requirement) = estimated annual cost for a given item for a given year.}$

(3) The sum of the estimated annual costs for a given item for the base year plus any option periods = the total estimated cost for that item.

(c) Prices offered must be unit prices only which are clearly stated and require no further interpretation by the Government to determine the actual offered price. Prices must not be stated as part of a pricing formula or as charges

per lot. Unit prices offered must include costs of compliance with all solicitation requirements, with the exception of additive CLINs, addressed below. For each item of supply for which a price is offered, prices must be offered for each quantity increment and year.

(d) Additive CLINs reflect special testing or data requirements. In the event such requirements exist, they will be specified in Section B of the solicitation. The offered price for these special requirements will be added to the associated materiel CLIN after calculation of the total estimated item cost as described in subparagraph (b)(3) above. If there are several CLINs for the same item with special additive CLIN requirements such costs will be added to each CLIN total estimated cost in a proportion equal to the number of CLINs. In the event an offeror is low only on one CLIN where there are several CLINs for the same item, the cost of special testing or data pertaining to that CLIN will be added for evaluation purposes to accurately reflect all associated costs.

(e) If this solicitation is a sealed bid, award will be made to the responsible, responsive offeror submitting the lowest overall bid. If this solicitation is an RFP, failure to submit proposed prices in accordance with the above instructions may result in rejection of the offer.

M10 - EVALUATION FOR AWARD (DSCC 52.215-9C23) (JUN 1995) (3-Step)

The following method will be used to evaluate the award:

(a) STEP ONE: Application of Stock Site vs. Direct Ship Weighting

(1) Offerors must submit a unit price per year for each item quoted for the initial contract period and each option period or offer may be rejected.

(2) For the purpose of evaluating prices offered, a weight of _____ will be assigned to the Direct Ship Unit Price, and a weight of _____ will be assigned to the Stock Site Unit Price. The unit price for the Direct Ship and the unit price for the Stock Site shipment will then be added together and divided by _____ to come up with an average price.

(b) STEP TWO: Evaluation Via Weighted Average Method - Sum of Average Price

(1) In continuing the evaluation of offered prices, the average price per year, including each option period, as developed in Step One (1) above will be weighted using the following weights:

UNIT PRICE PER YEAR	WEIGHT
Year 1	_____
Year 2	_____
Year 3	_____

By use of the above weights, a weighted average price will be arrived at using the formula stated in two (2) below. The Contractor submitting the lowest weighted average price at the end of Step Three will be considered as having the lowest overall price.

(2) The weighted average price will be arrived at as follows:

$$(Average\ unit\ price\ for\ each\ year)(year's\ weight) = weighted\ unit\ price.$$

$$Sum\ of\ the\ weighted\ unit\ prices/by\ the\ sum\ of\ the\ weights = weighted\ average\ price.$$

(c) STEP THREE: Application of Evaluation Preference Specified.

The Small Disadvantaged Business (SDB) Evaluation Preference, when applicable, will be factored in at this point. The SDB evaluation preference is only applicable when indicated by inclusion of clause I53 in this solicitation.

(d) Price offered must be unit prices only, which are clearly stated and required no further interpretation by the Government to determine the actual offered price. Prices must not be stated as part of a pricing formula or as charges per lot. Failure to offer unit prices as required herein will result in rejection of the offer if this

solicitation is an Invitation for Bid (IFB), Unit prices offered must contain all packaging, marking, set-up, transportation, or any other processing charges. A price must be offered for each year.

(e) If this solicitation is an IFB, an award will be made to the responsible responsive offeror submitting the lowest overall bid per item.

(f) If this solicitation is an RFP, failure to submit proposed prices in accordance with the above instructions may result in rejection of the offer.

M11 - EVALUATION FOR AWARD (DSCC 52.215-9C22) (JUN 1987) (2-Step)

The following method will be used to evaluate the award:

(a) STEP ONE: Application of Evaluation Preference Specified. The preferential consideration provided by the clause DFARS 252.219-7006, Notice of Evaluation Preference for Small Disadvantaged business (SDB) Concerns (unrestricted) will be applied through Fiscal year (FY) 2000 obligations or estimates thereof. Offerors are cautioned that the statutorily authorized period for application of the preference may be affected by legislation. If this occurs, offers under this solicitation will be evaluated on the basis of the statutory authority in effect at the time of award. This solicitation will not be amended solely for the purpose of notifying offerors of a change in the statutory authority for application of the preference.

(b) STEP TWO: Application of Stock vs. Direct Weighting. For the purpose of evaluating prices offered, a weight of three (3) will be assigned to the Direct Ship Unit Price, and a weight of one (1) will be assigned to the Stock Unit Price. The unit price for the Direct Ship and the unit price for the Stock shipment will then be added together and divided by four (4) to come up with an average price.

The contractor submitting the lowest weighted average price at the end of STEP TWO will be will be considered as having the lowest overall price.

(c) Prices offered must be unit prices only, which are clearly stated and require no further interpretation by the Government to determine the actual offered price. Prices must not be stated as part of a pricing formula or as charges per lot. Failure to offer unit prices as required herein will result in rejection of the offer if this solicitation is an Invitation for Bid (IFB). Unit prices offered must contain all packaging, marking, set-up, transportation, or any other processing charges. A price must be offered for each year.

(d) If this solicitation is an IFB, an award will be made to the responsible responsive offeror submitting the lowest overall bid per item.

(e) If this solicitation is an RFP, failure to submit proposed prices in accordance with the above instructions may result in rejection of the offer.

M12 - EVALUATION OF OFFERS FOR INDEFINITE DELIVERY TYPE SOLICITATION (DSCC 52.216-9C07) (NOV 1991)

Subject to the terms and conditions of the solicitation relating to the evaluation of offers, the following procedure will be followed:

(a) When offers are requested on an ordering range basis, each CLIN will be evaluated as to price by:

applying a weighted factor of 18% to the first ordering range, 36% to the second ordering range, and 46% to the third ordering range to arrive at an average weighted unit price.

applying a weighted factor of 5% to the first ordering range, 65% to the second ordering range, 25% to the third ordering range, and 5% to the fourth ordering range to arrive at an average weighted unit price.

This average weighted unit price will be multiplied by the estimated quantity that may be procured

during the contract period to arrive at a total price for each CLIN. When ordering range prices are not requested, offers for each CLIN will be evaluated by multiplying the unit price by the estimated quantity that may be procured during the contract period to arrive at total price for each CLIN.

(b) In the event first article testing and/or technical data are required for any or all of the CLINS, the cost of such testing and data will be added to the appropriate CLIN or prorated based on the ratio of the estimated quantity for each CLIN to the total estimated quantity of the various CLINs covering the same item (NSN). In the event an offeror is low only on one CLIN (where there are several CLINs for the same item) (NSN), the cost of testing and data pertaining to that CLIN will be added for evaluation purposes.

(c) When F.O.B. origin offers are authorized, transportation costs will be considered in evaluation and will be based on the best estimated quantity of each CLIN as specified elsewhere in this solicitation. Carload or truckload rates will be used to evaluate the cost of transportation for each CLIN unless the best estimated quantity would not constitute a carload or truckload. In such case, Less than Carload (LCL) or Less than Truckload (LTL) rates will be used for evaluation purposes.

M13 - REVISION OF PREVIOUSLY SUBMITTED MANUALS (DSCC 52.227-9C03)
(JUL 1972)

(a) Offerors must price the requirements for manuals as specified in this solicitation; however, if offerors have previously furnished manuals to a DoD activity for similar equipment which may fulfill the needs of the Government, the following information must be furnished with their offers.:

- (1) Contract number and date under which manuals were previously furnished.
- (2) Equipment nomenclature including specification number and date.
- (3) DoD activity furnished the manual.
- (4) Whether the manual may be revised to conform to the requirements of this solicitation, and
- (5) The cost of revising the previously submitted manual.

(b) Should the Government determine that the revision of a previously submitted manual will be acceptable, such offers will be evaluated as to the price based on the cost of the revision rather than the price offered for the manuals required by this solicitation.

M14 - EVALUATION OF OFFERS PROPOSING USE OF GOVERNMENT OWNED
PROPERTY (DSCC 52.245-9C06) (APR 1984)

If, in performance of any contract resulting from this solicitation, the offeror intends to use any Government owned property, such use shall be a factor in evaluating the offer and awarding the contract in accordance with Federal Acquisition Regulation (FAR) Part 45, Subpart 45.2, in order to avoid any competitive advantage that might accrue to a Contractor possessing Government property. This is done, once the Contracting Officer determines the necessity, either by (1) adjusting the offers of those contractors by applying, for evaluation purposes only, a rental equivalent evaluation factor, or (2) by charging the Contractor rent for using the property. Computation of the rent charge or the rental equivalent evaluation factor will be made in accordance with the clause at FAR 52.245-9, "USE AND CHARGES" (See clauses incorporated by reference).

a. When offerors or their subcontractors propose to use in the performance of any contract resulting from this solicitation any Government property in their possession, pursuant to a facilities contract or other agreement which authorizes the property's use, the offeror shall:

1. If the facilities contract or other agreement which authorizes such use does provide for the payment of rental at rates set forth in FAR 52.245-9, and the offeror desires to pay rent for the use of such property in the performance of any contract resulting from this solicitation, the offeror shall in its bid, identify

the contract number(s) of the contracts or agreements which grant authority for use and include a statement that rent will be paid in accordance with the terms of the contract or agreement under which the property is held, in which case the rental shall be included by the offeror in the prices offered under this solicitation and evaluation shall be made accordingly. Upon request, the offeror shall submit to the Contracting Officer evidence that authority exists for the proposed use of the Government property.

2. If the facilities contract or other agreement which authorizes such use does not provide for payment of rental rates set forth in FAR 52.245-9, or the offeror desires to use such property without charge in the performance of any contract resulting from this solicitation, the offeror shall condition its offer on the use of such property without charge, in which case an evaluation factor computed in accordance with FAR 52.245-9, (in lieu of a rental or use charge) will be added to each offer conditioned upon the use without charge of such property, provided that the offeror shall, prior to opening of offers, submit with its offer, the following:

(a) A list or description of all Government property which the offeror and its anticipated subcontractors propose to use on a use without charge basis.

(b) The identification of the facilities contract or other instrument under which the Government property is held, together with the written permission to use such Government property without charge from the Contracting Officer having cognizance of the Government property. Such authorization shall include confirmation of the acquisition cost of, and the rate to be applied to, said Government property.

(c) Within the requirements of FAR 52.245-9(c)(4) and (e) the amount of use in months to be made of such Government property; and, with respect to any such Government property which will be used concurrently in the performance of an award hereunder and in the performance of one or more contracts awarded or otherwise in effect prior to the date of opening of offers, the amounts of the respective uses in sufficient detail to support the proration authorized under FAR 52.245-9(e).

(d) The evaluation factor to be applied to said offer is computed in accordance with FAR 52.245-9. The computation must clearly show each of the elements in its formation. The offeror is responsible for furnishing the acquisition cost and identifying the applicable rate to be applied thereto and for obtaining confirmation, in writing, from the Contracting Officer having cognizance of such Government property.

b. The use without charge basis authorized under this clause will apply only to the Government property and for the period identified by the offeror in accordance with Paragraph a.2.(a) above. Contracts issued under this solicitation authorizing the use of Government property in accordance with the provisions of Paragraph a.2. of this clause shall state that the Contractor and applicable subcontractors are authorized to use, without charge, specifically identified items of Government property, for a period of not greater than the number of months identified pursuant to Paragraph a.2.(c) above, in the performance of said contract. An item of Government property thus specified may not be used for a period of time greater than that shown, and no item of Government property may be used except as thus specifically authorized, unless such use is approved in writing by the Contracting Officer having cognizance of said Government property, and the rent calculated shall be paid on the price reduced by an equivalent amount. However, notwithstanding any provision to the contrary herein contained, no charge or reduction in price will be made for use of Government property beyond the period herein authorized if such use is necessitated by an act of the Government.

c. If the Government property authorized for use in accordance with the provisions of this clause or the authorization to use said Government property on a no charge basis is withdrawn from the Contractor, either in whole or in part, during the period authorized for performance under this contract, or if any change is made in the terms and conditions under which the Government property is made available to the Contractor, and such withdrawal or change causes an increase in the cost or the time required for, the performance of

this contract, the price and/or delivery schedule herein stated shall be evidenced by a supplemental agreement hereto. Failure to agree to such an equitable adjustment shall constitute a dispute covering a question of fact within the meaning of the clause of the contract entitled "Disputes."

d. AN OFFER CONDITIONED ON THE USE WITHOUT CHARGE BASIS OF GOVERNMENT PROPERTY MAY BE REJECTED AS NONRESPONSIVE WHERE THE OFFEROR HAS NOT FULLY COMPLIED WITH THE REQUIREMENTS SHOWN ABOVE.

M15 - EVALUATION - F.O.B. ORIGIN BY NON-CONUS OR NON-CANADIAN OFFERORS FOR DELIVERY TO CONSIGNEES WITHIN CONUS OR CANADA (DSCC 52.247-9C09) (JAN 1995)

(a) Continental United States (CONUS) is defined as being the 48 contiguous states and the District of Columbia.

(b) This provision applies only to those CLIN(S) inviting offers on an F.O.B. origin basis which will be shipped from outside CONUS or Canada.

(c) Offers, based on furnishing supplies which are to be manufactured and shipped from locations outside CONUS or Canada to consignees within CONUS must be submitted based on delivery F.O.B. CONUS carrier at one or more of the port cities listed below, and compliance with the requirements of FAR 52.247-29 - F.O.B. Origin, FAR 52.242-10 - F.O.B. Origin - Government Bills of Lading or Prepaid Postage, FAR 52.246-2 - Inspection of Supplies - Fixed Price. Supplies will be subject to inspection at the delivery point by the Government QAR to determine whether any loss or damage occurred during transit from the overseas shipping point to the delivery point for which risk of loss is on the contractor per FAR 52.246-16 - Responsibility for Supplies.

- | | |
|------------------------|-------------------------|
| New York, New York | Seattle, Washington |
| Baltimore, Maryland | Oakland, California |
| Norfolk, Virginia | Los Angeles, California |
| New Orleans, Louisiana | |

(d) Offers will be evaluated by adding transportation costs from the delivery point designated by the offeror to the CONUS consignee specified in the solicitation.

(e) Offerors must specify below as the delivery point one or more of the port cities listed in paragraph (c)(1) above. If the offeror fails to specify one or more of such cities, the offeror agrees it will deliver the supplies to the listed port city which is closest to the CONUS destination for each CLIN and the offer will be evaluated accordingly. If the offeror specifies a CONUS port city other than those listed in paragraph (c) above, that port will be used for the purpose of evaluating the offer and the supplies will be delivered accordingly. However, in the event it is not possible to evaluate the offer from the port city specified by the offeror, the offeror agrees it will deliver the supplies to the port city listed in paragraph (c) above which is closest to the CONUS destination for each CLIN and the offer will be evaluated accordingly:

CLIN	DELIVERY PORT
_____	_____
_____	_____
_____	_____

M16 - EVALUATION - F.O.B. ORIGIN BY NON-CONUS OR NON-CANADIAN OFFERORS FOR DELIVERY TO CONSIGNEES OUTSIDE CONUS OR CANADA

(DSCC 52.247-9C10) (JAN 1995)

(a) Continental United States (CONUS) is defined as being the contiguous 48 states and District of Columbia.

(b) This provision applies only to those CLIN(S) inviting offers on an F.O.B. origin or F.O.B. port of loading basis for supplies to be delivered to consignees outside CONUS for Canada. The overseas destination(s) for the supplies to be furnished under this solicitation are as follows:

CLIN	OVERSEAS DESTINATION
_____	_____
_____	_____
_____	_____

(c) If delivery to the consignee can be effected by land transportation, offers must be based on delivery F.O.B carrier at the place where inspection and acceptance is to be performed, notwithstanding. Offerors must specify the F.O.B. point below:

CLIN	F.O.B. POINT
_____	_____
_____	_____
_____	_____

(d) If delivery to the consignee requires ocean or water transportation, offers must be submitted based on delivery F.O.B. Port of Loading of the country of origin. Offerors must designate the Port of Loading below:

CLIN	PORT OF LOADING
_____	_____
_____	_____
_____	_____

(e) Offers will be evaluated on the basis of the cost of delivery to the consignee via methods compatible with the required delivery dates and conditions affecting transportation known at the time of evaluation. If ocean or water transportation is involved, there will be included in the evaluation port handling charges at the port of loading, shipping costs to the port of discharge, port handling charges at the port of discharge, and inland transportation costs to the consignee.

NOTE: Failure of offerors to designate a delivery point in either paragraphs (c) or (d) above may render such offers nonresponsive.

M17 -RESERVED

M18 – EVALUATION OF OFFERS (GOVERNMENT FIRST ARTICLE TEST)

(DSCC 52.209-9C02) (SEP 2000)

The cost to the Government for First Article testing shall be a factor in the evaluation of offers. Therefore, offers for which First Article testing is not waived, will be evaluated by adding the sum of \$_____, which is the estimated cost that the Government will incur in performing such tests, to the offeror’s total offered price, including options. In accordance with paragraph (c) of FAR clause 52.209-4, any additional testing required due to disapproval of the initial First Article test, shall be borne by the contractor.

M19 - EVALUATION OF EXPORT OFFERS (FAR 52.247-51) (JAN 2001) ALTERNATE I,

(FEB 1995) (Over \$100,000)

M20 - PORT HANDLING AND OCEAN COSTS IN OFFER EVALUATION
(DLAD 52.247-9001) (APR 1985) (Over \$100,000)

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

M22 - TRADE DISCOUNTS (DLAD 52.214-9002) (JUN 1983)

M23 - SOCIOECONOMIC EVALUATION - (DLAD 52.215-9003) (OCT 1996)(Over \$500,000)

M24 - DATA PRICING, EVALUATION, AND AWARD (DLAD 52.217-9000) (OCT 1982)

M25 - DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM
(DLAD 52.219-9002) (DEC 1997)

M26 - PRODUCTION LEAD TIME (PLT) REDUCTION DELIVERY EVALUATION
(DSCC 52.211-9C12) (OCT 1999)

(a) Offers will be evaluated based upon the delivery offered in DSCC Clause F20, Required Delivery with Delivery Evaluation Factor, and the formula set forth below in paragraph (c) of this provision. The Evaluated Price may include additive CLIN(s) and/or the value of any option CLIN(s). Calculations of the Evaluated Price are made on a line-by-line (CLIN-by-CLIN, subCLIN-by-subCLIN) basis for which an offer has been received. However, offers could be awarded on a total price basis only or by a CLIN/line basis.

For evaluation purposes only:

*Offers with a proposed Delivery Schedule which **meets/is the same as** the Required Delivery Schedule will be evaluated **without an adjustment** to their offered price.

*Offers with a Proposed Delivery Schedule **shorter/earlier** than the Required Delivery Schedule, will also be evaluated **without an adjustment** to their offered price.

*Offers with a Proposed Delivery Schedule **longer/later** than the Required Delivery Schedule will have the evaluation factor adjustment **added** to the offered price.

(b) The DEF is based upon separate Center factors for Construction (S9C) FSCs/items and Electronic (S9E) FSCs/items. Currently, the factor for S9C FSCs/items is **.00118**; while for S9E FSCs/items, it is **.00256**. The factor represents the day/cost ratio (the cost per due to late delivery) and is expressed as a proportion of the overall contract cost.

(c) For DEF evaluation purposes only, the formula reflected below is used for this acquisition to calculate DEF Price Adjustment and the Evaluated Price per line/CLIN.

[Total Offered Price per line x Evaluation Factor] x [Offered Delivery per line -- Govt's Required Delivery] + Price Adjustment per line = Evaluated Price per line

Example:

DEF Factor: **.00256** per day

Total Quantity: 30 ea CLIN 0001 - 20 ea; CLIN 0002 - 10 ea Option Quantity: 30 ea

Govt's Required Delivery: CLIN 0001 - 90 days; CLIN 0002 - 60 days

FAT Delivery and Approval Time: 180 days

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
CLIN	Qty	Offered Unit Price	Offered Delivery	Govt's Required Delivery	Total Offered Price (a x b)	Evaluation Factor	Difference in Offered And Govt's Required Delivery (d - c)	Price Adjustment (e x f x g)	Evaluated Price (Per Line) (e + h)
0001	20	\$1,375	60	90	\$27,500	.00256	-30	0	\$27,500
0002	10	\$1,500	60	60	\$15,000	.00256	0	0	\$15,000
5001AA	20	\$1,375	90	90	\$27,500	.00256	-30	0	\$27,500
5001AB	10	\$1,500	90	60	\$15,000	.00256	0	0	\$15,000
9907	1	\$1,000	180	180	---	---	---	---	\$1,000

Total Evaluated Price

\$86,000.00

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

M28 - PROGRESS PAYMENTS NOT INCLUDED (FAR 52.232-15) (APR 1984)

M30 - EVALUATION EXCLUSIVE OF OPTIONS (FAR 52.217-3) (APR 1984)

M31 - EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

M32 - JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT EVALUATION (DLAD 52.215-9005) (DEC 1997)

The Javits-Wagner-O'Day Act (JWOD) Entity Proposal provided by the offeror under 52.215-9004 will be evaluated on a comparative basis among all offerors. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher rating on this factor during the source selection process. Offerors' proposals for such support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its plan. This plan will be monitored by the cognizant Defense Contract management Command activity as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will be one factor used in the placement of orders against multiple-award contracts and/or the exercise of options in the contract's follow-on years (as applicable). Performance on prior contracts in subcontracting with and assisting JWOD entities will be used as an element of past performance evaluation in subsequent source selection decisions.

M33 - CUSTOMER VALUE CONTRACT (CVC) EVALUATION (DSCC 52.217-9C10) (JUL 1994)

(a) AWARDS. CVCs will be awarded to all responsible firms, offering commercial products, at the lowest price for the **specific** item the firm is offering.

(b) COMPETITION. When more than one offer is received for the **same** manufacturer's product, the lowest evaluated offer (to include evaluation factors, such as the Small Disadvantaged Business Preference, when applicable) will receive the CVC for that manufacturer's product.

(c) **TIERED PRICING.** When more than one offer is received for the same manufacturer's product and any offers include tiered pricing, the evaluation, along with other factors used to determine best value, will be based on the lowest average unit price of all unit prices offered. However, the unit price applied at the time delivery orders are written will be the tiered price established in the CVC.

(d) **OPTION EVALUATION.** This solicitation contains an option to extend the term of the Contract as specified elsewhere in the solicitation. The option will be evaluated at the time of award.

M34 - SURGE & SUSTAINMENT (S&S) EVALUATION FACTOR (DSCC 52.217-9C24)
(JUL 2001)

Evaluation for Award:

The Government will evaluate the proposed S&S capability assessment based upon the contractor's ability to meet the stated S&S requirements and the thoroughness of the solutions provided to rectify any identified shortfalls (if applicable). Surge CLIN price(s) will be evaluated for reasonableness but will not be included in the overall comparative price evaluation.

The highest rating will be given those offerors who are able to demonstrate that they can meet the following criteria in response to those factors and subfactors described under Instructions to Offerors.

1) On-line access within short time frames and use of automated tools for analysis is preferred for enabling visibility of supplier base resources as it relates to the S&S requirements on a continuing basis, over less automated methodologies.

2) Detailed information on the identification of the supplier base inventories, production capability, or any other means of S&S support that are available to meet S&S requirements for each NSN or item grouping is preferred over general information.

3) Well-defined 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; are preferred over incomplete less defined agreements or plans to make these agreements.

4) Well-defined agreements and coordination plans for coordinating distribution (receiving, storing, packaging, and issuing) and transportation services needed to meet S&S requirements are preferred over incomplete coverage, and less defined agreements and coordination plans.

5) Comprehensive identification, sound rationale and cost-effective solutions for the S&S items under the solicitation that may be difficult to provide for quick initial ramp-up and elevated demand levels for sustainment difficulties, is preferred over less detailed information.

M35 - RESERVED

**PART V - CLAUSE APPLICABLE TO BILATERAL PURCHASE ORDERS
(UNDER SIMPLIFIED ACQUISITION PROCEDURES)**

CHANGES--FIXED-PRICE (FAR 52.243-1) (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (2) Method of shipment or packing.
- (3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

PRICING OF CONTRACT MODIFICATIONS (DFARS 252.243-7001) (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR Part 31 and DFARS Part 231, in effect on the date of this contract, apply.

**TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
(SHORT FORM) (FAR 52.249-1) (APR 1984)**

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (FAR 52.249-8) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to—

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by

the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

SECURITY REQUIREMENTS (FAR 52.204-2) (AUG 1996)

(ONLY APPLICABLE IF A CLASSIFIED ACQUISITION)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with--

(1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DOD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security

costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

PART VI - COMMERCIAL CLAUSES

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

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

FAR 52.212-3 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (MAY 2001), ALTERNATE I (OCT 2000), ALTERNATE II (OCT 2000), ALTERNATE III (OCT 2000)

FAR 52.212-4 - CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2001)

FAR 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2001)

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

DFARS 252.212-7001 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000)

DLAD 52.212-9000 - CHANGES - MILITARY READINESS (MAR 2001)

Effective October 1, 2001, European countries are restricting shipments of material in or on Non-manufactured Wood Packaging Material (NMWPM) (i.e., pallets, crates, boxes, etc.) that do not meet the following requirements adopted by the Commission of the European Communities (CEC): a Heat Treatment (HT) certification stamp or a permanent marking of "NC." All contracts and orders where NMWPM may be used to ship material to U.S. Forces and Foreign Military Sales customers in Europe are subject to these requirements. This includes all shipments moving through the Container Consolidation Points at the Defense Distribution Depots in Susquehanna, PA and San Joaquin, CA, the Container Freight Station in Norfolk, VA, and the aerial ports of embarkation at Dover AFB, DE; Travis AFB, CA; Naval Air Station, Norfolk, Va; and Charleston AFB, SC to the affected countries.

**PALLETIZATION NO. DC1636P001, REV. D,
DATED 01277**

1. SCOPE

This sheet covers the requirements for palletization of DSCC items of supply for handling, shipment, and storage.

2. REFERENCED DOCUMENTS.

The following documents, of the issue in effect on the date of solicitation, form a part of this palletization sheet to the extent specified herein:

SPECIFICATIONS

FEDERAL

NN-P-71 Pallets, Material Handling, Wood Stringer Construction, 2-way and 4-way (Partial)

STANDARDS

MILITARY

MIL-HDBK-774 Palletized Unit Load

(Copies of listed federal and military specifications, standards, and associated documents listed in the Department of Defense Index of Specifications and Standards [DODISS] should be obtained from DoD Single Stock Point, Commanding Officer, Naval Publications and Forms Center, 5801 Tabor Ave., Philadelphia, PA 19120-5099).

3. REQUIREMENTS.

Shipments of identical items packed in four or more shipping containers exceeding a total of 48 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded (see 3C) or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads (see 3A and 3B, as applicable). Shipments packaged in accordance with ASTM D3951 shall be palletized in accordance with 3A or 3B. Shipments packed Level A or Level B shall be palletized in accordance with 3B.

A. Material may be palletized on commercial pallets provided the load meets the following requirements:

(1) The load does not exceed 52 inches in length or width, 54 inches in height, and 3000 pounds.

Prepared by: DSCC-VSP, Columbus, OH 43216-5000, October 4, 2001

(2) The load is prepared and secured in a manner that will ensure carrier acceptance and permit safe re-handling at destination.

B. Palletization shall comply with MIL-HDBK-774 and appendices there to modified as follows:

(1) Loads shall be stable and shall not exceed the size and overseas limitations of MIL-HDBK-774.

(2) Glued loads shall not be used.

(3) For Level A packing, pallets shall comply with NN-P-71, Type V, class 1, size 2, except softwood may be used and the size may be reduced to a minimum of 36 inches in length and 44 inches in width to properly fit the load.

(4) For Level B packing, pallets shall comply with NN-P-71, Type II, size 2, Type IV, or Type V, class 1, size 2. Wood used to construct pallets shall be group II, III, or IV, grade A as specified in NN-P-71.

(5) Residual quantities of less than the quantity required for one course of the load need not be palletized.

C. Palletization is not required for shipping containers that are constructed on skids. Shipping containers, except drums, exceeding 70 pounds gross weight or 40 inches in length, shall be constructed with skids. Skids shall be a minimum of 3 x 4 inch (nominal) lumber and shall be securely attached to permit multiple re-handling at destination. Drums shall be palletized.

D. The following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all NMWPM entering a European country: "All wooden pallets and wood containers produced of entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations both dated May 30, 2001." All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of "NC," 1.25 inches or greater in height, accompanied by the CAGE code of the contracted manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on opposite sides and ends of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible. Failure to comply with all the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. NMWPM FAQs visit: <http://www.dscccols.com/offices/packaging/NMWPMnotice.html>
ALL PREVIOUS PALLETIZATION SHEETS ARE OBSOLETE.

ATTACHMENT 1 - REQUEST FOR SHIPPING INSTRUCTIONS (To be Completed by Contractor)

For DSCC administered contracts, contact the transportation office by FAX (614) 692-3703 or 6905; telephone (614) 692-7038 or 7039 – **(DO NOT CALL COLLECT)** and provide the following information:

NOTE: For domestic/stock shipments – routing will be provided if requested.)

Contractor/Requestor _____ Date of Request _____

SPO _____ / _____
 Contract No./Call No. _____ Item No./CLIN No. _____

Person Calling _____ Telephone No. _____ FAX Machine No. _____

Item Description _____
 Hazardous Material () YES () NO

MF (TCN) _____ RDD _____ PROJ _____ TP _____ SUPP ADD _____ SIG _____

<u>No. & Type Package</u>	<u>Gross Weight/Item</u>	<u>Dimensions (LxWxH)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

SHIPPING POINT _____

VENDOR NAME AND ADDRESS: _____

SHIPPING INSTRUCTIONS (Will be Completed by Government Transportation Office)

SHIP TO: _____ POE _____
 _____ POD _____
 To be Shown on Bill of Lading:

MARK FOR: _____

ROUTING: _____
 CARRIER _____ (Prepaid Shipment – DO NOT SHIP COLLECT)

See attachment for further instructions on FREIGHT shipments.

FOR GOVERNMENT USE ONLY

Date of TCMD _____ Challenged by _____

Released by: _____ Comm Code: _____ ETA: _____

TAC: _____ Remarks: _____

Instructions furnished:	_____	_____	_____
	Telephone	Mail	FAX

Date/Initials			